

MASTER AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of November, 2017, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as “**COUNTY**”, and each CONTRACTOR listed in Exhibit A, attached hereto and by this reference incorporated herein, hereinafter referred to as “**CONTRACTOR(S)**,” and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added or deleted by COUNTY, or Department of Behavioral Health (DBH) Director or designee. Reference to party or parties shall be understood to refer to COUNTY and each individual CONTRACTOR unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY, through its DBH, is in need of qualified primary health care centers to provide three service components of integrated mental health: prevention and early intervention (PEI); severely and mentally ill (SMI) and severely emotionally disturbed (SED); and substance use disorder (SUD) treatment services for children, families, and adults at community primary care clinics as specified in this Agreement and as part of the County of Fresno’s development of a broad continuum of services at various levels of care; and

WHEREAS, COUNTY, through its 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(S) are qualified and willing to provide PEI, SMI, SED, and SUD 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(S) shall perform all services and fulfill all responsibilities as set forth in Exhibits B-1 through B-3, “Summary of Services,” attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR(S) shall also perform all services and fulfill all responsibilities as specified in COUNTY’s Request for Proposal (RFP) No. 952-5481, dated July 22, 2016 and

Addendum No. One (1) to COUNTY's RFP No. 952-5481 dated August 10, 2016, hereinafter collectively referred to as COUNTY's Revised RFP, and CONTRACTOR(S)' responses to said Revised RFP. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) this Agreement, including all Exhibits, 2) the Revised RFP, and 3) the Responses to the Revised RFP. A copy of COUNTY's RFP No. 952-5481 and CONTRACTOR(S)' responses thereto shall be retained and made available during the term of this Agreement by COUNTY's DBH Contracts Division.

C. It is acknowledged by all parties hereto that COUNTY's DBH Contracts Division shall monitor the integrated mental health and primary care services program operated by CONTRACTOR(S), in accordance with Section Fifteen (15) of this Agreement.

D. CONTRACTOR(S) shall participate in monthly, or as needed, workgroup meetings consisting of staff from COUNTY's DBH to discuss program requirements, data reporting, training, policies and procedures, overall program operations, and any problems or foreseeable problems that may arise.

E. CONTRACTOR(S) shall maintain requirements as Fresno County Mental Health Plan Organizational Providers(s) throughout the term of this Agreement, as described in Section Eighteen (18) 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.

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

2. TERM

This Agreement shall become effective upon execution and shall terminate on the 30th day of June 2018.

Effective July 1, 2018, this Agreement, subject to satisfactory outcomes performance and State funding each year, shall continue for an additional three (3) year term, with an option for two (2) additional twelve (12) month periods, upon the same terms and conditions herein set forth, unless

written notice of non-renewal is given by COUNTY, CONTRACTOR(S), or COUNTY's DBH Director or designee, not later than sixty (60) days prior to the close of the current Agreement term.

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

C. Without Cause

Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of sixty (60) days advance written notice of an intention to terminate to CONTRACTOR(S).

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1 **4. COMPENSATION**

2 A. Contingent upon confirmation of funding by the California Department of Health
3 Care Services, COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agree to receive
4 compensation for actual expenditures incurred in accordance with the budget projections specified
5 Exhibit C, "Budget," attached hereto and incorporated herein by this reference and made part of this
6 Agreement.

7 The maximum compensation amount under this Agreement for the initial term
8 through June 30, 2018 shall not exceed Three Million One Hundred Thousand and No/100 Dollars
9 (\$3,100,000.00) for all CONTRACTOR(S) for PEI, SMI, SED, and SUD services. It is understood by
10 CONTRACTOR(S) and COUNTY that the cumulative amount of Mental Health Services Act (MHSA)
11 Prevention and Early Intervention (PEI) funds payable under this Agreement to CONTRACTOR(S) for
12 PEI services shall not exceed Two Hundred Forty-Eight Thousand and No/100 Dollars (\$248,000.00);
13 the cumulative amount of MHSA Community Services and Supports (CSS) funding for SMI services
14 shall not exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00); and the cumulative
15 MHSA CSS funding for SED services shall not exceed Six Hundred Thousand and No/100 Dollars
16 (\$600,000.00). It is also understood by CONTRACTOR(S) and COUNTY that CONTRACTOR(S)
17 estimate to generate a cumulative total of One Million Seven Hundred Eleven Thousand and No/100
18 Dollars (\$1,711,000.00) in Medi-Cal Federal Financial Participation (FFP) for SMI and SED services
19 under this Agreement to offset CONTRACTOR(S) program costs as set forth in Exhibit C. The
20 cumulative funding for SUD services shall not exceed Three Hundred Forty-One Thousand and No/100
21 Dollars (\$341,000.00).

22 The maximum compensation amount under this Agreement for the term July 1,
23 2018 through June 30, 2019 shall not exceed Twenty Million Two Hundred Thousand and No/100
24 Dollars (\$20,200,000.00) for all CONTRACTOR(S) for PEI, SMI, SED, and SUD services. It is
25 understood by CONTRACTOR(S) and COUNTY that the cumulative amount of MHSA PEI funds
26 payable under this Agreement to CONTRACTOR(S) for PEI services shall not exceed One Million Six
27 Hundred Sixteen Thousand and No/100 Dollars (\$1,616,000.00); the cumulative amount of MHSA
28 CSS funding for SMI services shall not exceed One Million Four Hundred Thousand and No/100

Dollars (\$1,400,000.00); and the cumulative amount of MSHA CSS funding for SED services shall not exceed Eight Hundred Thousand and No/100 Dollars (\$800,000.00). It is also understood by CONTRACTOR(S) and COUNTY that CONTRACTOR(S) estimate to generate a cumulative total of Fourteen Million One Hundred Sixty-Two Thousand and No/100 Dollars (\$14,162,000.00) in Medi-Cal FFP for SMI and SED services under this Agreement to offset CONTRACTOR(S) program costs as set forth in Exhibit C. The cumulative funding for SUD services shall not exceed Two Million Two Hundred Twenty-Two Thousand and No/100 Dollars (\$2,222,000.00).

The maximum compensation under this Agreement for the term July 1, 2019 through June 30, 2020 shall not exceed Twenty-Six Million Six Hundred Thousand and No/100 Dollars (\$26,600,000.00) for all CONTRACTOR(S) for PEI, SMI, SED, and SUD services. It is understood by CONTRACTOR(S) and COUNTY that the cumulative amount of MHSA PEI funds payable under this Agreement to CONTRACTOR(S) for PEI services shall not exceed Two Million One Hundred Twenty-Eight Thousand and No/100 Dollars (\$2,128,000.00); the cumulative amount of MHSA CSS funding for SMI services shall not exceed One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00); and the cumulative amount of MHSA CSS funding for SED services shall not exceed One Million and No/100 Dollars (\$1,000,000.00). It is also understood by CONTRACTOR(S) and COUNTY that CONTRACTOR(S) estimate to generate a cumulative total of Eighteen Million Six Hundred Forty-Six Thousand and No/100 Dollars (\$18,646,000.00) in Medi-Cal FFP for SMI and SED services under this Agreement to offset CONTRACTOR(S) program costs as set forth in Exhibit C. The cumulative funding for SUD services shall not exceed Two Million Nine Hundred Twenty-Six Thousand and No/100 Dollars (\$2,926,000.00).

The maximum compensation under this Agreement for each subsequent twelve (12) month period beginning with term July 1, 2020 through June 30, 2021 shall not exceed Twenty-Six Million and No/100 Dollars (\$26,000,000.00) for all CONTRACTOR(S) for PEI, SMI, SED, and SUD services. It is understood by CONTRACTOR(S) and COUNTY that the cumulative amount of MHSA PEI funds payable under this Agreement to CONTRACTOR(S) for PEI services shall not exceed Two Million Eighty Thousand and No/100 Dollars (\$2,080,000.00); the cumulative amount of MHSA CSS funding for SMI services shall not exceed One Million Nine Hundred Thousand and

No/100 Dollars (\$1,900,000.00); and the cumulative amount of MHSA CSS funding for SED services shall not exceed One Million and No/100 Dollars (\$1,000,000.00). It is also understood by CONTRACTOR(S) and COUNTY that CONTRACTOR(S) estimate to generate a cumulative total of Eighteen Million One Hundred Sixty Thousand and No/100 Dollars (\$18,160,000.00) in Medi-Cal FFP for SMI and SED services under this Agreement to offset CONTRACTOR(S) program costs as set forth in Exhibit C. The cumulative funding for SUD services shall not exceed Two Million Eight Hundred Sixty Thousand and No/100 Dollars (\$2,860,000.00).

The total contract maximum shall not exceed One Hundred Twenty-Seven Million Nine Hundred Thousand and No/100 Dollars (\$127,900,000.00). The maximum amounts paid to each CONTRACTOR shall be in accordance to budget maximums stated in Exhibit C.

Drug Medi-Cal revenue generated as a result of SUD services provided under this Agreement will be used to directly offset COUNTY's contribution of funds as identified in Exhibit C. The offset of funds will also be clearly identified in monthly invoices received from CONTRACTOR(S) as further described in Section Five (5) of this Agreement.

It is understood that all expenses incidental to CONTRACTOR(S)' performance of services under this Agreement shall be borne by CONTRACTOR(S).

B. If CONTRACTOR(S) fail to generate the Medi-Cal and Drug Medi-Cal revenue amounts set forth in Exhibit C, COUNTY shall not be obligated to pay the difference between the estimated revenue and the actual revenue generated.

It is further understood by COUNTY and CONTRACTOR(S) that any Medi-Cal revenue above the amounts stated herein will be used to directly offset COUNTY's contribution of funds identified in Exhibit C. The offset of funds will also be clearly identified in monthly invoices received from CONTRACTOR(S) as further described in Section Five (5) of this Agreement.

C. Travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at CONTRACTOR(S)' adopted rate per mile, not to exceed the Internal Revenue Service published rate. Payment shall be made upon certification or other proof satisfactory to COUNTY's DBH that services have actually been performed by CONTRACTOR(S) as specified in this Agreement.

1 D. It is understood that all expenses incidental to CONTRACTOR(S)' performances
2 of services under this Agreement shall be borne by CONTRACTOR(S). If CONTRACTOR(S) fail to
3 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
4 compensation.

5 E. Payments shall be made by COUNTY to CONTRACTOR(S) in arrears, for
6 services provided in the preceding month, within forty-five (45) days after the date of receipt and
7 approval by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments
8 shall be made after receipt and verification of actual expenditures incurred by CONTRACTOR(S) for
9 monthly program costs, as identified in Exhibit C, in the performance of this Agreement and shall be
10 documented to COUNTY on a monthly basis by the tenth (10th) day of the month following the month
11 of said expenditures.

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

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

19 All final invoices, including actual cost per unit, and/or any final budget
20 modification requests shall be submitted by CONTRACTOR within sixty (60) days following the final
21 month of service for which payment is claimed. No action shall be taken by COUNTY on invoices
22 submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by
23 CONTRACTOR(S) pursuant to the terms and conditions of this Agreement shall automatically revert
24 to COUNTY.

25 G. The services provided by CONTRACTOR(S) under this Agreement are funded in
26 whole or in part by the State of California. In the event that funding for these services is delayed by the
27 State Controller, COUNTY may defer payments to CONTRACTOR(S). The amount of the deferred
28 payment shall not exceed the amount of funding delayed by the State Controller to COUNTY. The

period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

H. CONTRACTOR shall be held financially liable for any and all future disallowances/audit exceptions due to CONTRACTOR(S)' deficiency discovered through the State audit process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR(S). CONTRACTOR(S) shall not receive reimbursement for any units of services rendered that are disallowed or denied by the 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.

I. It is understood by CONTRACTOR(S) and COUNTY that this Agreement is funded with Mental Health Services Act funds to serve individuals for PEI and individuals with SMI or SED diagnoses; and SUD Realignment for individuals with Substance Use Disorders. It is further understood by CONTRACTOR(S) and COUNTY that funds shall be used to support appropriately integrated services for co-occurring substance use disorders in the target population, and that integrated services can be documented in crisis assessments, interventions, and progress notes documenting linkages.

J. CONTRACTOR(S) shall submit proposed annual budget(s) for review for each subsequent term of the Agreement to COUNTY's DBH Director or designee for approval no later than the first (1st) day of March of the current contract year. If said budget is not received by the March 1st due date, the current budget will remain for the following contract period. The collective amount of annual approved budget(s) shall not exceed the maximum compensation of the current Agreement term.

5. INVOICING

A. CONTRACTOR(S) shall provide invoices as described below to COUNTY in arrears by the fifteenth (15th) day of each month for the prior month's actual services rendered. Invoices for PEI, SMI, and SED shall be submitted via e-mail to the assigned staff analyst and to

1 DBHInvoices@co.fresno.ca.us. Invoices for SUD shall be submitted via e-mail to the assigned staff
2 analyst and to SAS@co.fresno.ca.us. CONTRACTOR(S) shall include certification of expenditures
3 with the invoice, and submit electronic claiming data into COUNTY's electronic information system
4 for all clients (Medi-Cal eligible and ineligible clients), including contracted cost per unit and actual
5 cost per unit. COUNTY must pay CONTRACTOR(S) before submitting claims to DHCS for Federal
6 and State reimbursement for Medi-Cal eligible clients.

7 B. COUNTY's DBH shall invoice CONTRACTOR(S) in arrears by the fifth (5th)
8 day of the month for the prior month's hosting fee for access to COUNTY's electronic information
9 system in accordance with the fee schedule set forth in Exhibit D, "Electronic Health Records Software
10 Charges," attached hereto and incorporated herein by this reference and made part of this Agreement.
11 COUNTY shall invoice CONTRACTOR(S) annually for the annual maintenance and licensing fee for
12 access to COUNTY's electronic information system in accordance with the fee schedule as set forth in
13 Exhibit D. CONTRACTOR(S) shall provide payment for these expenditures to COUNTY's
14 Department of Behavioral Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712,
15 Attention: Business Office, within forty-five (45) days after the date of receipt by CONTRACTOR(S)
16 of the invoicing provided by COUNTY.

17 C. At the discretion of COUNTY's DBH Director or designee, if an invoice is
18 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director or designee shall
19 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper,
20 with five (5) days prior notice of intent to withhold funds to CONTRACTOR(S). CONTRACTOR(S)
21 agree to continue to provide services for a period of ninety (90) days after notification of an incorrect or
22 improper invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to the
23 satisfaction of COUNTY DBH, COUNTY's DBH Director, or designee, may elect to terminate this
24 Agreement, pursuant to the termination provisions stated in Section Three (3) of this Agreement.
25 COUNTY's DBH, at the discretion of COUNTY's DBH Director or designee, shall have the right to
26 deny payment of any additional invoices received ninety (90) days after the expiration of each term of
27 this Agreement or termination of this Agreement.

28 D. Monthly invoices shall include a client roster, identifying volume reported by

1 payer group for clients served (including third party payer of services) by month and year-to-date,
2 including percentages. Each roster shall include the name, date of service, type of mental health
3 service received, duration of service, and Diagnostic and Statistical Manual (DSM) V, or currently
4 implemented manual, diagnosis of each client.

5 E. CONTRACTOR(S) shall submit monthly invoices and general ledgers with
6 itemized line item charges for monthly program costs (per applicable budget, as identified in Exhibit
7 C), including the cost per unit calculation based on clients served within the invoice month, and
8 excluding unallowable costs. Unallowable costs such as lobbying or political donations must be
9 deducted from the monthly invoice reimbursements.

10 F. CONTRACTOR(S) will remit annually, within ninety (90) days following June
11 30th, a schedule to provide the required information on published charges for all authorized direct
12 specialty mental health services. The published charge listing will serve as a source document to
13 determine CONTRACTOR(S)' usual and customary charge prevalent in the public mental health sector
14 that is used to bill the general public, insurers or other non-Medi-Cal third party payers during the
15 course of business operations.

16 G. CONTRACTOR(S) shall submit monthly staffing reports that identify all direct
17 service and support staff, applicable licensure/certifications, and full time hours worked to be used as a
18 tracking tool to determine if CONTRACTOR(S)' program is staffed in accordance with the services
19 provided under this Agreement.

20 H. CONTRACTOR(S) shall maintain financial records for a period of seven (7)
21 years or until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR(S) are
22 responsible for any disallowances related to inadequate documentation.

23 I. CONTRACTOR(S) are responsible for collection and managing data in a manner
24 to be determined by DHCS and the Fresno County Mental Health Plan in accordance with applicable
25 rules and regulations. CONTRACTOR(S) must attend COUNTY DBH's Business Office training on
26 equipment reporting for assets, intangible and sensitive minor assets; COUNTY's electronic
27 information system; and related cost reporting.

28 J. CONTRACTOR(S) shall submit service data into COUNTY's electronic

1 information system within ten (10) calendar days from the date services were rendered. Federal and
2 State reimbursement for Medi-Cal specialty mental health services is based on public expenditures
3 certified by CONTRACTOR(S).

4 K. CONTRACTOR(S) shall provide all necessary data to allow COUNTY to bill
5 Medi-Cal and any other third-party source, for services and to meet State and Federal reporting
6 requirements. The necessary data can be provided by a variety of means, including but not limited to:
7 1) direct data entry into COUNTY's electronic information system; 2) an electronic file compatible
8 with COUNTY's electronic information system; or 3) integration between COUNTY's electronic
9 information system and CONTRACTOR(S)' information system(s).

10 L. If a client has other health coverage (OHC) such as private insurance, or Federal
11 Medicare, CONTRACTOR(S) shall be responsible for billing the private insurance carrier and
12 obtaining a payment/denial, or show validation of claiming with no response ninety (90) days after
13 the claim was mailed, before the service can be entered into COUNTY's electronic information
14 system. CONTRACTOR(S) must report all third party collections for Medicare, third party or client
15 pay, or private pay in each monthly invoice and in the cost report that is required to be submitted. A
16 copy of explanation of benefits or CMS 1500 is required as documentation. CONTRACTOR(S)
17 must report all revenue collected from OHC, third-party, client-pay or private-pay in each monthly
18 invoice and in the cost report that is required to be submitted. CONTRACTOR(S) shall submit
19 monthly invoices for reimbursement that equal the amount due CONTRACTOR(S) less any funding
20 sources not eligible for Federal and State reimbursement. CONTRACTOR(S) must comply with all
21 laws and regulations governing the Federal Medicare program, including, but not limited to: 1)
22 requirement of the Medicare Act, 42 U.S.C. section 1395 et seq; and 2) regulations and rules
23 promulgated by the Federal Centers for Medicare and Medicaid Services as they relate to
24 participation, coverage, and claiming reimbursement. CONTRACTOR(S) will be responsible for
25 maintaining compliance with Federal, State, or local laws or regulations pursuant to the respective
26 effective dates of each piece of legislation.

27 M. CONTRACTOR(S) shall compile and reconcile data for direct specialty mental
28 health services, to be submitted with monthly invoices. Data entry shall be the responsibility of

1 CONTRACTOR(S). COUNTY shall monitor the volume of services and cost of services entered into
2 COUNTY's electronic information system. Any and all audit exceptions resulting from the provision
3 and reporting of Medi-Cal specialty mental health services by CONTRACTOR(S) shall be the sole
4 responsibility of CONTRACTOR(S). CONTRACTOR(S) shall comply with all applicable policies,
5 procedures, directives and guidelines regarding the use of COUNTY's electronic information system.

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

7 CONTRACTOR(S) shall establish and maintain Medi-Cal certification or become
8 certified within ninety (90) days of the effective date of this Agreement through COUNTY to provide
9 reimbursable services to Medi-Cal eligible clients. CONTRACTOR(S) shall work with COUNTY's
10 DBH to execute the process, if not currently certified by COUNTY, for credentialing of staff. During
11 this process, CONTRACTOR(S) will obtain a legal entity number established by the DHCS to maintain
12 Mental Health Plan Organizational Provider status throughout the term of this Agreement.
13 CONTRACTOR(S) will be required to become Medi-Cal certified prior to providing services to Medi-
14 Cal eligible clients and seeking reimbursement from COUNTY. CONTRACTOR(S) will not be
15 reimbursed by COUNTY for any services rendered prior to certification.

16 CONTRACTOR(S) shall provide specialty mental health services in accordance
17 with COUNTY's Mental Health Plan and must comply with the "Fresno County Mental Health Plan
18 Compliance Program and Code of Conduct and Ethics" set forth in Exhibit E, attached hereto and
19 incorporated herein by reference and made part of this Agreement.

20 CONTRACTOR(S) may provide direct specialty mental health services using
21 unlicensed staff as long as the individual is approved as a CONTRACTOR by the Mental Health Plan,
22 is supervised by licensed staff, works within his/her scope, and only delivers allowable direct specialty
23 mental health services. It is understood that each service is subject to audit for compliance with
24 Federal and State regulations, and that COUNTY may make payments in advance of said audit. In the
25 event that a service is disapproved, COUNTY, at its sole discretion, may withhold compensation or set
26 off from other payments due the amount of disapproved services. CONTRACTOR(S) shall be
27 responsible for audit exceptions to ineligible dates of services or incorrect application of utilization
28 review requirements.

1 **6. INDEPENDENT CONTRACTOR**

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

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

21 **7. MODIFICATION**

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

24 Notwithstanding the above, changes to services, staffing, and responsibilities of
25 CONTRACTOR(S), as needed, to accommodate changes in the laws relating to mental health and
26 substance use disorder treatment, as set forth in Exhibits B-1 through B-3, may be made with the signed
27 written approval of COUNTY's DBH Director or designee and CONTRACTOR(S) through an
28 amendment approved by COUNTY's Counsel and COUNTY's Auditor-Controller's Office.

Changes to line items in the budget, as set forth in Exhibit C, that do not exceed 10% of the maximum compensation payable to CONTRACTOR(S), and changes to the volume of services/types of service units, and changes to the service rates to be provided, as set forth in Exhibit C, may be made with the written approval of COUNTY's Department of Behavioral Health Director, or designee. Changes to the line items in the budget that exceed 10% of the maximum compensation payable to CONTRACTOR(S), may be made with the signed written approval of COUNTY's Department of Behavioral Health Director, or designee, through an amendment approved by COUNTY's Counsel and COUNTY's Auditor-Controller's Office.

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

8. NON-ASSIGNMENT

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

9. HOLD-HARMLESS

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

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

10. INSURANCE

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

1
2 A. Commercial General Liability

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

10 B. Automobile Liability

11 Comprehensive Automobile Liability Insurance with limits for bodily injury of
12 not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million
13 Dollars (\$1,000,000) per accident and for property damages of not less than One
14 Hundred Thousand Dollars (\$100,000), or such coverage with a combined single
15 limit of One Million Dollars (\$1,000,000). Coverage should include owned and
16 non-owned vehicles used in connection with this Agreement.

17 C. Real and Property Insurance

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

23 D. All Risk Property Insurance

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

E. Professional/Medical Malpractice Liability

If CONTRACTOR(S) employ licensed professional staff (e.g. Ph.D., R.N.,
L.C.S.W., M.F.T.) in providing services, Professional Liability Insurance with
limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR(S) agree 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 F. Worker's Compensation

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

4 G. Child Abuse/Molestation and Social Services Coverage

5 CONTRACTOR(S) shall have either separate policies or umbrella policy with
6 endorsements covering Child Abuse/Molestation and Social Services Liability
7 coverage or have a specific endorsement on their General Commercial Liability
8 policy covering Child Abuse/Molestation and Social Service Liability. The
9 policy limits for these policies shall be \$1,000,000 per occurrence with a
\$2,000,000 annual aggregate.

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

18 Within thirty (30) days from the date CONTRACTOR(S) sign this Agreement,
19 CONTRACTOR(S) shall provide certificates of insurance and endorsements as stated above for all of
20 the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,
21 Contracts Division, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Mental Health and
22 SUD Staff Analysts, stating that such insurance coverages have been obtained and are in full force; that
23 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on
24 the policies; that such Commercial General Liability insurance names the County of Fresno, its
25 officers, agents and employees, individually and collectively, as additional insured, but only insofar as
26 the operations under this Agreement are concerned; that such coverage for additional insured shall
27 apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
28 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(S) fail 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 with CONTRACTOR(S) 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(S) 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(S) 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(S) and CONTRACTOR(S)' staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

12. RECORDS

CONTRACTOR(S) 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. During site visits, 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.

A. Record Establishment and Maintenance

CONTRACTOR(S) shall establish and maintain records in accordance with State and Federal rules and regulations in addition to those requirements prescribed by COUNTY with respect to all matters covered by this Agreement. Except as otherwise authorized by COUNTY,

1 CONTRACTOR(S) shall retain all other records for a period of five (5) years after receiving the final
2 payment under this Agreement or the earlier termination of this Agreement, or until State and/or Federal
3 audit findings applicable to such services are resolved, whichever is later.

4 B. Documentation

5 CONTRACTOR(S) shall maintain adequate records in sufficient detail to make
6 possible an evaluation of services, and contain all the data necessary in reporting to the State of
7 California and/or Federal agency. All client records shall be maintained pursuant to applicable State of
8 California and Federal requirements concerning confidentiality.

9 C. Reports

10 CONTRACTOR(S) shall submit to COUNTY monthly fiscal and all program
11 reports as further described in Sections Thirteen (13) and Fourteen (14) of this Agreement.

12 CONTRACTOR(S) shall submit a complete and accurate year-end cost report for each fiscal year
13 affected by this Agreement, following the end of each fiscal year affected by this Agreement.

14 CONTRACTOR(S) shall also furnish to COUNTY such statements, records, reports, data, and
15 information as COUNTY may request pertaining to matters covered by this Agreement. All reports
16 submitted by CONTRACTOR(S) to COUNTY must be typewritten.

17 D. Suspension of Compensation

18 In the event that CONTRACTOR(S) fail to provide reports specified in this
19 Agreement, it shall be deemed sufficient cause for COUNTY to withhold payments until there is
20 compliance.

21 E. Disallowances

22 Payments by COUNTY shall be in arrears, for services provided during the
23 preceding month, within forty-five (45) days after receipt, verification and approval of
24 CONTRACTOR(S) invoices by COUNTY'S DBH-SUD Services. If payment for services are denied
25 or disallowed by State; and subsequently resubmitted to COUNTY by CONTRACTOR(S), the
26 disallowed portion will be withheld from the next reimbursement to the CONTRACTOR(S) until
27 COUNTY has received reimbursement from State for said services.

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1 F. Client Confidentiality

2 CONTRACTOR(S) shall conform to and COUNTY shall monitor compliance with
3 all State and Federal statutes and regulations regarding confidentiality, including but not limited to
4 confidentiality of information requirements of 42 Code of Federal Regulations § 2.1 et seq., Welfare and
5 Institutions Code §§ 5328, 10850 and 14100.2, Health and Safety Code §§ 11977 and 11812, Civil Code,
6 Division 1, Part 2.6, and 22 California Code of Regulations § 51009.

7 **13. REPORTS – MENTAL HEALTH SERVICES**

8 A. Outcome Reports

9 CONTRACTOR(S) shall submit to COUNTY's DBH service outcome reports as
10 requested by COUNTY's DBH. Outcome reports and outcome requirements are subject to change at
11 COUNTY's DBH discretion.

12 B. Additional Reports

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

20 E. Cost Report

21 CONTRACTOR(S) agree to submit a complete and accurate detailed cost report
22 to COUNTY's DBH on an annual basis for each fiscal year ending June 30th in the format prescribed
23 by the State DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for
24 programs. The cost report will be the source document for several phases of settlement with the DHCS
25 for the purposes of Short Doyle Medi-Cal reimbursement. CONTRACTOR(S) shall report costs under
26 their approved legal entity number established during the Medi-Cal certification process. The
27 information provided applies to CONTRACTOR(S) for program related costs for services rendered to
28 Medi-Cal and non Medi-Cal clients. The CONTRACTOR(S) will remit a schedule to provide the

1 required information on published charges for all authorized services. The report will serve as a source
2 document to determine the CONTRACTOR(S)' usual and customary charge prevalent in the public
3 mental health sector that is used to bill the general public, insurers or other non-Medi-Cal third party
4 payors during the course of business operations. CONTRACTOR(S) must report all collections for
5 Medi-Cal/Medicare services and collections. CONTRACTOR(S) shall also submit with the cost report
6 a copy of the CONTRACTOR(S)' general ledger that supports revenues and expenditures and
7 reconciled detailed report of reported total units of services rendered under this Agreement to the units
8 of services reported by CONTRACTOR(S) to COUNTY'S electronic information system.

9 Each fiscal year ending June 30, CONTRACTOR(S) shall remit a hard copy of
10 their annual cost report with a signed cover letter and requested support documents to County of
11 Fresno, Attention: DBH Cost Report Team, PO BOX 45003, Fresno CA 93718. In addition,
12 CONTRACTOR(S) shall remit an electronic copy or any inquiries to
13 DBHCostReportTeam@co.fresno.ca.us. COUNTY shall provide instructions of the cost report, cost
14 report training, State DHCS cost report template worksheets, and deadlines to submit the cost reports as
15 determined by the State each fiscal year.

16 All cost reports must be prepared in accordance with General Accepted
17 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3)
18 and 5718(c). Unallowable costs such as lobbying or political donations must be deducted on the cost
19 report and monthly invoice reimbursements.

20 If CONTRACTOR(S) do not submit the cost report by the deadline, including any
21 extension period granted by COUNTY, COUNTY may withhold payments of pending invoicing under
22 compensation until the cost report has been submitted and clears COUNTY desk audit for
23 completeness.

24 F. Settlements with State Department of Health Care Services (DHCS)

25 During the term of this Agreement and thereafter, COUNTY and
26 CONTRACTOR(S) agree to settle dollar amounts disallowed or settled in accordance with DHCS audit
27 settlement findings related to the reimbursement provided under this Agreement. CONTRACTOR(S)
28 will participate in the several phases of settlements between COUNTY/CONTRACTOR(S) and DHCS.

The phases of initial cost reporting for settlement according to State reconciliation of records for paid Medi-Cal services and audit settlement are: 1) Initial cost reporting – after an internal review by COUNTY, COUNTY files the cost report with State DHCS on behalf of CONTRACTOR(S)’ legal entity for the fiscal year; 2) Settlement – State reconciliation of records for paid Medi-Cal services, approximately 18 to 36 months following the State close of the fiscal year, DHCS will send notice for any settlement under this provision to COUNTY; and 3) Audit Settlement – State DHCS audit. After final reconciliation and settlement DHCS may conduct a review of medical records, cost report along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow costs and/or units of services reported on the CONTRACTOR(S)’ legal entity cost report. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with CONTRACTOR(S) until resolution of the appeal is determined. DHCS Audits will follow Federal Medicaid procedures for managing overpayments. If at the end of the Audit Settlement, COUNTY determines that it overpaid CONTRACTOR(S), CONTRACTOR(S) will be required to repay the Medi-Cal related overpayment back to COUNTY.

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

14. REPORTS – SUBSTANCE USE DISORDER SERVICES

CONTRACTOR(S) shall submit all information and data required by State, including, but not limited to the following:

A. CONTRACTOR(S) shall complete and submit Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List Record (WLR) in an electronic format, as provided by the State, no later than five (5) days after the preceding month.

B. CalOMS Treatment

CONTRACTOR(S) shall submit CalOMS treatment admission, discharge, annual update, and “provider activity report” record in an electronic format through COUNTY’s SAIS system, and on a schedule as determined by COUNTY which complies with State requirements for data

content, data quality, reporting frequency, reporting deadlines, and report method and due no later than five (5) days after the preceding month. All CalOMS admissions, discharges, and annual updates must be entered into COUNTY's CalOMS system within twenty-four (24) hours of occurrence.

C. CONTRACTOR(S) shall submit to COUNTY monthly fiscal and all program reports, including Provider Waiting List Record (WLR), within twenty (20) days of the end of each month.

D. Americans with Disabilities (ADA)

Annually, upon request by COUNTY, CONTRACTOR(S) shall complete a system-wide accessibility survey in a format determined by COUNTY for each service location and modality and shall submit an ADA Accessibility Certification and Self-Assessment, including an Implementation Plan, for each service location.

E. Cost Reports

On an annual basis for each fiscal year ending June 30th CONTRACTOR(S) shall submit a complete, accurate, and detailed cost report(s). Cost reports must be submitted to COUNTY as a hard copy with a signed cover letter and an electronic copy by the due date. Submittal must also include any requested support documents such as general ledgers. All reports submitted by CONTRACTOR(S) to COUNTY must be typewritten. COUNTY will issue instructions for completion and submittal of the annual cost report, including the relevant cost report template(s) and due dates within forty-five (45) days of each fiscal year end. All cost reports must be prepared in accordance with Generally Accepted Accounting Principles (GAAP). Unallowable costs such as lobbying or political donations must be deducted from the cost report and all invoices. If CONTRACTOR(S) do not submit the cost report by the due date, including any extension period granted by COUNTY, COUNTY may withhold payment of pending invoices until the cost report(s) has been submitted and clears COUNTY desk audit for completeness and accuracy.

1. Drug Medi-Cal - A DMC cost report must be submitted in a format prescribed by the DHCS for the purposes of Short Doyle Medi-Cal reimbursement of total costs for all programs. CONTRACTOR(S) shall report costs under their approved legal entity number established during the DMC certification process. Total units of service reported on the cost report will be

1 compared to the units of services entered by CONTRACTOR(S) into COUNTY's data system.
2 CONTRACTOR(S) will be required to correct discrepancies and resubmit to COUNTY prior to
3 COUNTY's final acceptance of the cost report.

4 2. Other Funding Sources – CONTRACTOR(S) will be required to submit a
5 cost report on a form(s) approved and provided by COUNTY to reflect actual costs and reimbursement
6 for services provided through funding sources other than DMC. Contracts that include a negotiated
7 rate per unit of service will be reimbursed only for the costs of approved units of service up to the
8 negotiated unit of service rate approved in the Agreement, regardless of the contract maximum. If the
9 cost report indicates an amount due to COUNTY, CONTRACTOR(S) shall submit payment with the
10 report. If an amount is due to CONTRACTOR(S), COUNTY shall reimburse CONTRACTOR(S)
11 within forty-five (45) days of receiving and accepting the year-end cost report.

12 3. Multiple Funding Sources – CONTRACTOR(S) who have multiple
13 agreements for the same services provided at the same location where at least one of the Agreements is
14 funded through DMC and the other funding is other federal or county realignment funding will be
15 required to complete DMC cost reports and COUNTY approved cost reports. Such Agreements will be
16 settled for actual costs in accordance with Medicaid reimbursement requirements as specified in Title
17 XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan.

18 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR(S)
19 agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit
20 settlement findings. The DHCS audit process is approximately eighteen (18) to thirty-six (36) months
21 following the close of the State fiscal year. COUNTY may choose to appeal DHCS settlement results
22 and therefore reserves the right to defer payback settlement with CONTRACTOR(S) until resolution of
23 the appeal.

24 In the event that CONTRACTOR(S) fails to provide such reports or other information
25 required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments
26 until there is compliance. In addition, CONTRACTOR(S) shall provide written notification and
27 explanation to COUNTY within fifteen (15) days of any funds received from another source to conduct
28 the same services covered by this Agreement.

1 **15. MONITORING**

2 CONTRACTOR(S) agree to extend to COUNTY's staff, COUNTY's DBH Director and
3 the State DHCS, or their designees, the right to review and monitor records, programs or procedures, at
4 any time, in regard to clients, as well as the overall operation of CONTRACTOR(S)' programs, in
5 order to ensure compliance with the terms and conditions of this Agreement.

6 COUNTY's DBH Director, or designee, and DHCS or their designees shall monitor and
7 evaluate the performance of CONTRACTOR(S) under this Agreement to determine to the best possible
8 degree the success or failure of the services provided under this Agreement. At the discretion of
9 COUNTY, a subcontractor may be obtained by COUNTY to independently evaluate and monitor the
10 performance of CONTRACTOR(S). CONTRACTOR(S) shall participate in the evaluation of the
11 program as needed, at the discretion of COUNTY.

12 COUNTY shall recapture from CONTRACTOR(S) the value of any services or other
13 expenditures determined to be ineligible based on COUNTY or State monitoring results. At the
14 discretion of COUNTY, recoupment can be made through a future invoice reduction or reimbursement
15 by CONTRACTOR(S).

16 CONTRACTOR(S) shall participate in a program review of the program at least yearly
17 or more frequently, or as needed, at the discretion of COUNTY. CONTRACTOR(S) agree to supply
18 all information requested by COUNTY, DHCS, and/or the subcontractor during program evaluation,
19 monitoring, and/or review.

20 **16. REFERENCES TO LAWS AND RULES**

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

24 **17. COMPLIANCE WITH STATE REQUIREMENTS**

25 CONTRACTOR(S) recognize that COUNTY operates its mental health programs under
26 an agreement with the State DHCS, and that under said agreement the State imposes certain
27 requirements on COUNTY and its subcontractors. CONTRACTOR(S) shall adhere to all State
28 requirements, including those identified in Exhibit G, "State Mental Health Requirements," attached

hereto and by this reference incorporated herein and made part of this Agreement.

18. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR(S) shall be required to maintain Mental Health Plan organizational CONTRACTOR certification by COUNTY. CONTRACTOR(S) must meet Medi-Cal organizational provider standards as listed in Exhibit H, "Medi-Cal Organizational Provider Standards," attached hereto and incorporated herein and made part of this Agreement. It is acknowledged that all references to Organizational CONTRACTOR and/or CONTRACTOR in Exhibit H shall refer to CONTRACTOR(S). In addition, CONTRACTOR(S) shall inform every client of their rights as described in Exhibit I, under COUNTY's "Fresno County Mental Health Plan – Grievance and Appeals" protocol, attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR(S) shall also file an incident report for all incidents involving clients, following the protocol and using the worksheet identified in Exhibit J, "Incident Reporting," attached hereto and by this reference incorporated herein and made part of this Agreement, or a protocol and worksheet presented by CONTRACTOR(S) that is acceptable by COUNTY's DBH Director or designee.

19. FIDELITY TO EVIDENCE-BASED PRACTICES

A. CONTRACTOR(S) offering perinatal residential or youth treatment services shall submit to COUNTY for approval, within 60 days from date of contract execution, a plan to address Program Fidelity to describe adherence to the evidence-based practices as reviewed by the Substance Abuse and Mental Health Services Administration (SAMHSA). For more information, refer to <http://nrepp.samhsa.gov/landing.aspx>.

B. CONTRACTOR(S) shall modify and update the plan in response to deficiencies found in self-audits, COUNTY site reports, or in the case of implementing other evidence-based practices.

20. UNLAWFUL USE OF DRUGS AND ALCOHOL

CONTRACTOR(S) shall ensure that information provided to clients contains a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with CONTRACTOR(S). Additionally, CONTRACTOR(S) shall ensure that no aspect of the program

1 includes any message in materials, curricula, teachings, or promotion of the responsible use, if the use
2 is unlawful, of drugs or alcohol pursuant to Health and Safety Code (HSC) 11999-11999.3.

3 CONTRACTOR(S) shall maintain that any unlawful use of drugs and alcohol is illegal and dangerous.

4 CONTRACTOR(S) must sign the “Unlawful Use of Drugs and Alcohol Certification”,
5 attached hereto as Exhibit K, incorporated herein by reference and made part of this Agreement
6 agreeing to uphold the obligations of HSC 11999 – 11999.3.

7 CONTRACTOR(S) shall enforce the requirement of “No Unlawful Use” set forth by
8 DHCS and requires CONTRACTOR(S) to enforce the requirement as well.

9 This Agreement may be unilaterally terminated, without penalty, if CONTRACTOR(S)
10 or a subcontractor that is a private entity is determined to have violated a prohibition of the Unlawful
11 Use of Drugs and Alcohol message or has an employee who is determined by the DBH Director or her
12 designee to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message.

13 **21. STATE ALCOHOL AND DRUG REQUIREMENTS**

14 **A. INDEMNIFICATION**

15 CONTRACTOR(S) agree to indemnify, defend, and hold harmless the State, its
16 officers, agents and employees from any and all claims and losses accruing or resulting to any and all
17 contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing
18 or supplying work, services, materials or supplies in connection with the performance of this
19 Agreement and from any and all claims and losses accruing or resulting to any person, firm or
20 corporation who may be injured or damaged by the CONTRACTOR(S) in the performance of this
21 Agreement.

22 **B. CONTROL REQUIREMENTS**

23 This Agreement is subject to all applicable Federal and State laws, regulations,
24 and standards. CONTRACTOR(S) shall establish written procedures consistent with the State NNA
25 requirements. The provisions of this Agreement are not intended to abrogate any provisions of law or
26 regulation existing or enacted during the term of this Agreement.

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1 C. NON - DISCRIMINATION PROVISION

2 1) Eligibility for Services

3 CONTRACTOR(S) shall prepare and make available to COUNTY and to
4 the public all eligibility requirements to participate in the program plan set forth in
5 CONTRACTOR(S)' response to the RFP. No person shall, because of ethnic group identification, age,
6 sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion,
7 religious creed, political belief or sexual preference be excluded from participation, be denied benefits
8 of, or be subject to discrimination under any program or activity receiving Federal or State of
9 California assistance.

10 2) EMPLOYMENT OPPORTUNITY

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

17 3) SUSPENSION OF COMPETITION

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

22 4) NEPOTISM

23 Except by consent of COUNTY's DBH Director or designee, no person
24 shall be employed by CONTRACTOR(S) who is related by blood or marriage to, or who is a member
25 of the Board of Directors or an officer of CONTRACTOR(S).

26 D. CONFIDENTIALITY

27 CONTRACTOR(S) shall conform to and COUNTY shall monitor compliance
28 with all State of California and Federal statutes and regulations regarding confidentiality, including but

not limited to confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations; 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.

E. REVENUE COLLECTION POLICY

CONTRACTOR(S) shall conform to all policies and procedures regarding revenue collection issued by the State under the provisions of the Health and Safety Code, Division 10.5.

F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

CONTRACTOR(S) agree that all funds paid out by the State shall be used exclusively for providing alcohol and/or drug program services, administrative costs, and allowable overhead.

G. ACCESS TO SERVICES

CONTRACTOR(S) shall provide accessible and appropriate services in accordance with Federal and State statutes and regulations to all eligible persons.

H. REPORTS

CONTRACTOR(S) agree to participate in surveys related to the performance of this Agreement and expenditure of funds and agrees to provide any such information in a mutually agreed upon format.

I. AUDITS

All State and Federal funds furnished to CONTRACTOR(S) pursuant to this Agreement along with required COUNTY match, related patient and participant fees, third-party payments, or other related revenues and funds commingled with the foregoing funds are subject to audit by the State. The State may audit all alcohol and drug program revenue and expenditures contained in this Agreement for the purpose of establishing the basis for the subsequent year's negotiation.

J. RECORDS MAINTENANCE

1) CONTRACTOR(S) shall maintain books, records, documents, and other

evidence necessary to monitor and audit this Agreement.

2) CONTRACTOR(S) shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each individual shall include, but not be limited to, admission records, patient and participant interviews and progress notes, and records of service provided by various service locations, in sufficient detail to make possible an evaluation of services provided and compliance with this Agreement.

22. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

CONTRACTOR(S) shall adhere to the State-County Contract requirement that no funds shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the DHCS chooses to implement a demonstration syringe services program for intravenous drug users with Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

23. CONFIDENTIALITY

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

CONTRACTOR(S) shall ensure that all of its employees sign the "Oath of Confidentiality," attached hereto as Exhibit L, incorporated herein by reference and made part of this Agreement, before they begin employment with CONTRACTOR(S) and shall renew said document annually thereafter. CONTRACTOR(S) shall retain each employee's written confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the termination of this Agreement.

24. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY

CONTRACTOR(S) shall conform to all Federal statutes and regulations prohibiting trafficking of persons, as well as trafficking-related activities, including, but not limited to the trafficking of persons provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000

(TVPA) as amended by Section 1702.

CONTRACTOR(S), CONTRACTOR(S)' employees, subrecipients, and subrecipients' employees may not:

A) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

B) Procure a commercial sex act during the period of time that the award is in effect; or

C) Use forced labor in the performance of the award or subawards under the award.

This Agreement may be unilaterally terminated, without penalty, if CONTRACTOR(S) or a subrecipient that is a private entity is determined to have violated a prohibition of the TVPA or has an employee who is determined by the COUNTY's DBH Director or designee to have violated a prohibition of the TVPA through conduct that is either associated with performance under the award or imputed to CONTRACTOR(S) or their subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)."

CONTRACTOR(S) must inform the COUNTY's DBH Director or designee immediately of any information received from any source alleging a violation of a prohibition of the TVPA.

CONTRACTOR(S) must sign the "Trafficking Victims Protection Act of 2000 Certification" (TVPA Certification), attached hereto as Exhibit M, incorporated herein by reference and made part of this Agreement, and must require all employees to complete annual TVPA training.

25. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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

COUNTY and CONTRACTOR(S) intend to protect the privacy and provide for the security of PHI pursuant to the Agreement in compliance with HIPAA, the Health Information

Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

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

26. DATA SECURITY

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

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

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

1. CONTRACTOR(S) have 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(S) may not bring CONTRACTOR-owned computers or computer peripherals into COUNTY facilities for use without prior authorization from COUNTY's Chief Information Officer, and/or 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 COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure

1 connection. Said data must be encrypted.

2 C. COUNTY-Owned Computer Equipment

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

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

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

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

16 G. CONTRACTOR(S) are responsible to immediately notify COUNTY of any
17 violations, breaches or potential breaches of security related to COUNTY's confidential information,
18 data maintained in computer files, program documentation, data processing systems, data files and data
19 processing equipment which stores or processes COUNTY data internally or externally.

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

26 27. PROPERTY OF COUNTY

27 A. COUNTY and CONTRACTOR(S) recognize that fixed assets include tangible
28 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 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; and
3. The asset must be valued at or greater than the capitalization thresholds for

the asset type.

<u>Asset Type</u>	<u>Threshold</u>
• Land	\$0
• Buildings and Improvements	\$100,000
• Infrastructure	\$100,000
• Tangible	\$5,000
o equipment	
o vehicles	
• Intangible	\$100,000
o Internally generated software	
o Purchased software	
o Easements	
o Patents	
• 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 will be maintained by COUNTY's Asset Management System and annually inventoried until the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR(S)' fixed assets may be inventoried in comparison to COUNTY's DBH Asset Inventory System.

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

C. Assets shall be retained by COUNTY, as COUNTY property, in the event this

1 Agreement is terminated or upon expiration of this Agreement. CONTRACTOR(S) agree to
2 participate in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or
3 expiration of this Agreement CONTRACTOR(S) shall be physically present when fixed and
4 inventoried assets are returned to COUNTY possession. CONTRACTOR(S) are responsible for
5 returning to COUNTY all COUNTY-owned undepreciated fixed and inventoried assets, or the
6 monetary value of said assets if unable to produce the assets at the expiration or termination of this
7 Agreement.

8 CONTRACTOR(S) further agree to the following:

- 9 1. Maintain all items of equipment in good working order and condition;
10 normal wear and tear is expected;
- 11 2. Label all items of equipment with COUNTY assigned program number, to
12 perform periodic inventories as required by COUNTY, and to maintain an inventory list showing where
13 and how the equipment is being used, in accordance with procedures developed by COUNTY. All
14 such lists shall be submitted to COUNTY within ten (10) days of any request therefore; and
- 15 3. Report in writing to COUNTY immediately after discovery, the loss or
16 theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted
17 and a copy of the police report must be submitted to COUNTY.

18 D. The purchase of any equipment by CONTRACTOR(S) with funds provided
19 hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of
20 this Agreement as appropriate, and must be directly related to CONTRACTOR(S)' services or activity
21 under the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs
22 resulting from equipment purchased, which are incurred by CONTRACTOR(S), if prior written
23 approval has not been obtained from COUNTY.

24 E. CONTRACTOR(S) must obtain prior written approval from COUNTY's DBH
25 whenever there is any modification or change in the use of any property acquired or improved, in
26 whole or in part, using funds under this Agreement. If any real or personal property acquired or
27 improved with said funds identified herein is sold and/or is utilized by CONTRACTOR(S) for a use
28 which does not qualify under this Agreement, CONTRACTOR(S) 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

28. NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR(S) shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

29. CULTURAL COMPETENCY

As related to Cultural and Linguistic Competence, CONTRACTOR(S) shall comply with:

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

B. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP consumers, including, but not limited to, assessing the cultural and linguistic needs of its consumers, training of staff on the policies and procedures, and monitoring its language assistance program. CONTRACTOR(S)' procedures must include ensuring compliance of any sub-contracted CONTRACTORS with these requirements.

C. CONTRACTOR(S) shall not use minors as interpreters.

D. CONTRACTOR(S) shall provide and pay for interpreting and translation services to persons participating in CONTRACTOR(S)' services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services

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

10 E. In compliance with the State mandated Culturally and Linguistically Appropriate
11 Services standards as published by the Office of Minority Health, CONTRACTOR(S) must submit to
12 COUNTY for approval, within 60 days from date of contract execution, CONTRACTOR(S)' plan to
13 address all fifteen national cultural competency standards as set forth in the "National Standards on
14 Culturally and Linguistically Appropriate Services (CLAS)"
15 (<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>). COUNTY's annual on-site review
16 of CONTRACTOR(S) shall include collection of documentation to ensure all national standards are
17 implemented. As the national competency standards are updated, CONTRACTOR(S)' plan must be
18 updated accordingly.

19 **30. SEPARATE AGREEMENT**

20 It is mutually understood by the parties that this Agreement does not, in any way, create a
21 joint venture among CONTRACTOR(S). By execution of this Agreement, CONTRACTOR(S)
22 understand that a separate agreement is formed between each individual CONTRACTOR(S) and
23 COUNTY.

24 **31. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

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

32. SINGLE AUDIT CLAUSE

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

1 the sole responsibility of CONTRACTOR(S).

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

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

20 **33. COMPLIANCE**

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

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

4 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
5 employees, agents and subcontractors providing services under this Agreement shall complete general
6 compliance training and appropriate employees, agents and subcontractors shall complete
7 documentation and billing or billing/reimbursement training. All new employees, agents and
8 subcontractors shall attend the appropriate training within 30 days of hire. Each individual who is
9 required to attend training shall certify in writing that he or she has received the required training. The
10 certification shall specify the type of training received and the date received. The certification shall be
11 provided to COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California 93703.

12 CONTRACTOR(S) agree to reimburse COUNTY for the entire cost of any penalty imposed upon
13 COUNTY by the Federal Government as a result of CONTRACTOR(S)' violation of the terms of this
14 Agreement.

15 **34. ASSURANCES**

16 In entering into this Agreement, CONTRACTOR(S) certifies that it, nor any of its
17 officers, are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the
18 Federal Health Care Programs: that it, nor any of its officers, have not been convicted of a criminal
19 offense related to the provision of health care items or services; nor has it, or any of its officers, been
20 reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension,
21 debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that
22 CONTRACTOR(S) is ineligible on these grounds, COUNTY will remove CONTRACTOR(S) from
23 responsibility for, or involvement with, COUNTY's business operations related to the Federal Health
24 Care Programs and shall remove such CONTRACTOR(S) from any position in which
25 CONTRACTOR(S)' compensation, or the items or services rendered, ordered or prescribed by
26 CONTRACTOR(S) may be paid in whole or part, directly or indirectly, by Federal Health Care
27 Programs or otherwise with Federal Funds at least until such time as CONTRACTOR(S) are reinstated
28 into participation in the Federal Health Care Programs.

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

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

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

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

26 C. CONTRACTOR(S) shall verify (by asking the applicable employees and
27 subcontractors) that all current employees and existing subcontractors who, in each case, are expected
28 to perform professional services under this Agreement (1) are not currently excluded, suspended,

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

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

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

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

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

35. PUBLICITY PROHIBITION

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR(S)' advertising, fundraising, or publicity (*i.e.*,

1 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

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

7 **36. COMPLAINTS**

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

16 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored
17 clients, CONTRACTOR(S) shall provide COUNTY with information relevant to the complaint;
18 investigative details of the complaint; and the complaint and CONTRACTOR(S)' disposition of or
19 corrective action taken to resolve the complaint. In addition, CONTRACTOR(S) shall inform every
20 client of their rights as set forth in Exhibit I.

21 **37. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**
22 **INFORMATION**

23 This provision is only applicable if CONTRACTOR(S) are disclosing entities, fiscal
24 agents, or managed care entities as defined in Code of Federal Regulations (C.F.R.), Title 42 § 455.101
25 455.104, and 455.106(a)(1),(2).

26 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
27 the following information must be disclosed by CONTRACTOR(S) by completing Exhibit N,
28 "Disclosure of Ownership and Control Interest Statement," attached hereto and by this reference

1 incorporated herein and made part of this Agreement. CONTRACTOR(S) shall submit this form to the
2 Department of Behavioral Health within thirty (30) days of the effective date of this Agreement.
3 Additionally, CONTRACTOR(S) shall report any changes to this information within thirty five (35)
4 days of occurrence by completing Exhibit N. Submissions shall be scanned PDF copies and are to be
5 sent via email to DBHAdministration@co.fresno.ca.us Attention: Contracts Administration.

6 **38. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

7 CONTRACTOR(S) are required to disclose if any of the following conditions apply to
8 them, their owners, officers, corporate managers and partners [hereinafter collectively referred to as
9 “CONTRACTOR(S)”]:

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

- 12 1. Fraud or a criminal offense in connection with obtaining, attempting to
13 obtain, or performing a public (federal, state, or local) transaction or contract under a public
14 transaction;
15 2. Violation of a federal or state antitrust statute;
16 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of
17 records; or
18 4. False statements or receipt of stolen property.

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

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

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

39. FEDERAL CERTIFICATIONS

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

1. DBH-Substance Abuse Specialist (SAS) and CONTRACTOR(S) recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, CONTRACTOR(S) will be referred to as the "prospective recipient".

2. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

a) The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) The prospective recipient of funds agrees by entering into this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who

1 is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered
2 transaction, unless authorized by the Federal department or agency with which this transaction
3 originated.

4 c) Where the prospective recipient of Federal assistance funds is
5 unable to certify to any of the statements in this certification, such prospective participant shall attach
6 an explanation to this Agreement.

7 d) The prospective recipient shall provide immediate written notice
8 to DBH-SAS if at any time prospective recipient learns that its certification in this clause of this
9 Agreement was erroneous when submitted or has become erroneous by reason of changed
10 circumstances.

11 e) The prospective recipient further agrees that by entering this
12 Agreement, it will include a clause identical to this clause of this Agreement, and titled "Certification
13 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered
14 Transactions", in all lower tier covered transactions and in all Solicitations for lower tier covered
15 transactions.

16 f) The certification in this clause of this Agreement is a material
17 representation of fact upon which reliance was placed by COUNTY when this transaction was entered
18 into.

19 B. AUDIT

20 CONTRACTOR(S) shall grant DBH-SUD Services, State of California (if
21 applicable), the Federal grantor agency, the Comptroller General of the United States, or any of their
22 duly authorized representatives access to any books, documents, papers, and records of the
23 CONTRACTOR(S) which are directly pertinent to this Agreement for the purpose of audits,
24 examinations, excerpts and transactions. The CONTRACTOR(S) must retain all such required records
25 for three (3) years after CONTRACTOR(S) makes final payment and all other pending matters are
26 closed.

27 C. CLEAN AIR AND WATER

28 In the event funding under this Agreement exceeds one hundred thousand dollars

1 (\$100,000.00), the CONTRACTOR(S) must comply with all applicable standards, orders, or
2 requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 506 of the
3 Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency
4 Regulations (40 CFR part 32).

5 D. ENERGY EFFICIENCY

6 The CONTRACTOR(S) must comply with the mandatory standards and policies
7 relating to energy efficiency which are contained in the state energy conservation plan issued in
8 compliance with Energy Policy and Conservation Act (Pub. L. 94-163).

9 E. REPORTING REQUIREMENTS, COPYRIGHT AND PATENTS

10 The awarding agency's reporting requirements are stated in this Agreement. The
11 awarding agency's requirements and regulations pertaining to copyright and rights in data, and patent
12 rights with respect to any discovery or invention which arise or is developed in the course of or under
13 this Agreement (if any), are likewise stated in this Agreement.

14 40. DISCLOSURE OF SELF-DEALING TRANSACTIONS

15 This provision is only applicable if CONTRACTOR(S) are operating as a corporation (a
16 for-profit or non-profit corporation) or if during the term of this Agreement, CONTRACTOR(S)
17 change its status to operate as a corporation.

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

26 41. ADDITION/DELETION OF CONTRACTOR(S)

27 COUNTY's DBH Director or designee reserves the right at any time during the term of
28 this Agreement to add new CONTRACTOR(S) to those listed in Exhibit A. It is understood any such

additions will not affect compensation paid to the other CONTRACTOR(S), and therefore such additions may be made by COUNTY without notice to or approval from other CONTRACTOR(S) under this Agreement. These same provisions shall apply to the deletion of any CONTRACTOR(S) listed in Exhibit A, except that deletions shall be made by written mutual agreement between the COUNTY, COUNTY'S DBH Director or designee, and the particular CONTRACTOR(S) to be deleted, or shall be in accordance with the provisions of Section Three (3) of this Agreement.

42. AUDITS AND INSPECTIONS

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

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

43. NOTICES

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

COUNTY

Director, County of Fresno
Department of Behavioral Health
3133 N. Millbrook Avenue
Fresno, CA 93702

CONTRACTOR

See Exhibit A

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

///

1 **44. GOVERNING LAW**

2 Venue for any action arising out of or related to this Agreement shall only be in Fresno
3 County, California.

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

6 **45. ENTIRE AGREEMENT**

7 This Agreement, including all Exhibits, COUNTY's Revised RFP No. 952-5481 and
8 CONTRACTOR(S)' Responses constitutes the entire agreement between CONTRACTOR(S) and
9 COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations,
10 proposals, commitments, writings, advertisements, publications, and understandings of any nature
11 whatsoever unless expressly included in this Agreement.

12 ///

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.
3

4 **ATTEST:**

5 **CONTRACTOR(S):**
6 **PLEASE SEE ATTACHED SIGNATURES**

COUNTY OF FRESNO

7 By: B. Pacheco
8 Brian Pacheco, Chairman of the Board of
9 Supervisors of the County of Fresno

10 Date: 11-14-17
11
12
13
14

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

18 By: Susan Bishop
19 Deputy
20

21 Date: 11-14-17
22
23

24 **PLEASE SEE ADDITIONAL**
25 **SIGNATURE PAGES ATTACHED**
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Master Agreement for Primary Care Integration

Fund/Subclass: 0001/10000
Organization: 56304325
56304532
56302081

Account/Program: 7295/0

1 **CLINICA SIERRA VISTA**

2
3
4 By: Stephen W. Schilling

5
6 Print Name: Stephen W. Schilling

7
8 Title: Chief Executive Officer

9 Chairman of Board, or President
Or any Vice President

10
11 By: Consuelo E. Cantu

12
13 Print Name: Consuelo E. Cantu

14
15 Title: CFO

16 Secretary of Corporation, or
17 Any Assistant Secretary, or
18 Chief Financial Officer, or
19 Any Assistant Treasurer

20
21 Mailing Address:

22 1430 Truxtun Avenue, Suite #400

23 Bakersfield, CA 93301

24 Phone No.: (661) 635-3050

25 Contact Name: Christopher Reilly

Contractor List

Clinica Sierra Vista, Inc.

1430 Truxtun Avenue, Suite #400

Bakersfield, CA 93301

Phone No.: (661) 635-3050

Contact: Stephen W. Schilling, Chief Executive Officer

E-Mail: schilling@clincasierravista.org

SITE LOCATION	PRIMARY CARE & PREVENTION & EARLY INTERVENTION	SPECIALTY MENTAL HEALTH & SUBSTANCE USE DISORDERS
Airport	1945 N. Fine Avenue, Suite 100 Fresno, CA 93727 Monday – Friday 8:30AM – 5:30PM Services estimated to begin: March 1, 2018	2002 N. Fine Street, Suite 101 Fresno, CA 93727 Monday – Friday 8:30AM – 5:30PM Services estimated to begin: March 1, 2018
West Fresno	302 W. Fresno Street, Suite 101 Fresno, CA 93706 Monday – Friday 8:30AM – 5:30PM Services estimated to begin: March 1, 2018	302 W. Fresno Street, Suite 106 Fresno, CA 93706 Monday – Friday 8:30AM – 5:30PM Services estimated to begin: July 1, 2018
Regional Medical Center	2505 Divisadero Street Fresno, CA 93721 Monday – Saturday 8:30AM – 5:30PM Services estimated to begin: March 1, 2018	2900 Fresno Street, Suite 106-107 Fresno, CA 93721 Monday – Saturday 8:30AM – 5:30PM Services estimated to begin: March 1, 2018

**Primary Care Integration
Prevention and Early Intervention (PEI)
Summary of Service**

SERVICE:

Integrated Mental Health Prevention and Early Intervention (PEI) services at Primary Care Clinics

SCHEDULE OF SERVICES:

CONTRACTOR(S) shall operate the integrated primary care clinics on a consistent schedule to allow ease of access to individuals seeking services. CONTRACTOR(S) shall provide an answering service to take incoming calls after hours and on non-operational days to route calls to a medical provider, thereby ensuring that all clients have access to a medical provider seven (7) days a week and twenty-four (24) hours a day. The answering service shall make available interpretation services in the threshold languages of Fresno County, at a minimum, which include Spanish and Hmong. The answering service shall not be used in lieu of calls to 9-1-1 for emergency situations.

TARGET POPULATION:

The target population will include residents of Fresno County including children, youth, adolescents, adults, perinatal women, and older adults. Additionally, target populations include indigent, uninsured, underserved, special needs underserved, cultural populations, migrant and seasonal farmworkers, and other person of limited access. Specific target areas include the eastern foothills, south central, other rural regions, and metropolitan areas of Fresno County, as well as underserved cultural, ethnic, racial, and linguistic populations. These areas typically experience disproportionately higher rates of untreated mental health concerns and illnesses due to a number of factors, including stigma, cultural and linguistic barriers to services, poverty, distrust, geographic isolation, and transportation needs.

SERVICE:

The PEI service component aims to fully integrate medical primary care with mild to moderate mental health concerns and illnesses, above and beyond the primary care clinic's regulatory responsibilities for mental health. Individuals experiencing early manifestations of a mental health concern or illness shall receive early intervention services to prevent the illness or concern from worsening.

This portion of the Primary Care Integration Master Agreement is funded by the PEI component of the Mental Health Services Act (MHSA) and is intended to provide short-term services to persons experiencing symptoms less than one year prior to the date of seeking service. PEI services should not exceed one year. Individuals who require more than one year of service must be referred to mental health services not funded through the PEI component of the MHSA, or to the corresponding Severely Mentally Ill or Serious Emotional Disturbance (SMI/SED) component of the Primary Care Integration program, as appropriate.

CONTRACTOR(S) will provide screening, assessment, diagnosis, development of individual treatment plans, short-term therapeutic treatment, case management, care coordination, and referrals to appropriate community resources, as needed.

Additional services may include, but are not limited to, the following:

- Outreach
- Education for increasing recognition of early signs of mental illness programs
- Access and linkage to treatment and other resources in efforts to improve timely access and outcomes for unserved and underserved populations
- Suicide prevention programs and approaches

CONTRACTOR(S) REQUIREMENTS:

CONTRACTOR(S) shall:

1. Provide integrated PEI services, in compliance with all State and Federal PEI rules and regulations, at primary care clinic sites certified in accordance with Medi-Cal regulations and the Americans with Disabilities Act.
2. Apply to and be approved by the Fresno County Mental Health Plan Credentialing Committee for Medi-Cal billing and payment.
3. Ensure the following is provided in regard to cultural competence:
 - A. Demonstrate flexibility in meeting the unique needs of clients by including equal access to those with disabilities, gender-specific services, and culturally sensitive services that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS). CONTRACTOR(S) shall submit a CLAS plan within 30 days of execution of this Agreement, stating how the 15 National CLAS standards will be addressed via <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.
 - B. Recruit and hire staff who have demonstrated experience working with Latino, African American, Southeast Asian, Native American, and other minority populations and have knowledge about the respective cultures as well as other diverse communities.
 - C. Attend annual trainings regarding cultural competency, awareness, and diversity as provided by CONTRACTOR(S), or online via COUNTY's eLearning system. CONTRACTOR(S)' staff shall be appropriately trained in providing services in a culturally sensitive manner.
 - D. Conduct an annual cultural competency self-assessment and provide the results to COUNTY. COUNTY shall review and revise the self-assessment tool as necessary to meet COUNTY's approval.
 - E. Attend civil rights training as provided by CONTRACTOR(S) or online via COUNTY's eLearning system.
 - F. Recruit and hire bilingual staff. At a minimum, CONTRACTOR(S) shall hire staff who are competent in Spanish and Hmong, the threshold languages of Fresno County.
 - G. Secure trained translation and interpretation services in the threshold languages as well as Cambodian, Russian, Arabic, Armenian, Punjabi, and other languages commonly used in Fresno County. Translators and interpreters shall be appropriately trained to provide services in a culturally sensitive manner.
 - H. Distribute literature or informational brochures in threshold languages to clients and request feedback in regard to engaging and improving access to care for culturally diverse communities within the service area.
 - I. Provide services by seeking to understand and placing importance on the traditional values, beliefs, and family histories of clients, as cultural values and traditions offer special strengths in treating and helping to guide clients toward wellness and recovery.
 - J. Provide services within the most relevant and meaningful cultural, gender-sensitive, and age-appropriate context for the target population.
 - K. Collaborate with agencies recognized and accepted by the target populations.

- L. Provide and integrate family support and the creation of family partnerships and peer support for families to strengthen family-driven services.
 - M. Seek to hire and train staff and community stakeholders that provide services to the target populations in the development of age specific and gender appropriate program services and service delivery methods.
- 4. Demonstrate staff proficiency (training and certification) in suicide and crisis intervention procedures and other training subjects that would benefit the client in their wellness goals.
 - 5. Ensure Live Scan criminal background checks for all staff and counselors who have contact with children.
 - 6. Ensure primary care practitioners, other medical staff, and office staff are trained on mental health issues, mental illness warning signs and precursors, as well as sensitivity and privacy issues, medications, mental health resources, and HIPAA/mental health record keeping, as appropriate, in order to facilitate capacity building and communication with on-site mental health providers.
 - 7. Utilize recognized screening tools (e.g., Screening Brief Intervention Referral and Treatment [SBIRT], PHQ-9, and GAD) to make mental health diagnoses.
 - 8. Consult with the primary care provider as well as mental health staff (e.g., psychiatrist, psychologist) on complex cases in the development of treatment plans and other care considerations.
 - 9. Use current and effective evidence-based practices to treat PEI diagnoses.
 - 10. As it relates to *Timeliness of Service*, CONTRACTOR(S) shall not exceed 10 business days from date of Initial request to first face to face Assessment for PEI services.
 - 11. Collaborate and coordinate with other agencies to provide referrals and linkages to appropriate agencies and family supportive services.
 - 12. Ensure appropriately credentialed and licensed staff are available and utilized to assess, develop, facilitate, and manage service provision, and provide treatment services.
 - 13. Work with COUNTY to capture and enter all Client Service Information (CSI), admission data, and billing information into COUNTY's data system for the purposes of effective care coordination and State reporting. Selected CONTRACTOR(S) shall provide all necessary data to allow COUNTY to capture all CSI data for services provided and to meet all State and Federal reporting requirements. Methods of providing such information include, but are not limited to, the following
 - A. Direct data entry in COUNTY's electronic information system;
 - B. Provide an electronic file compatible with COUNTY's electronic information system; or
 - C. Interface CONTRACTOR(S)' information system(s) with COUNTY's information system.

COUNTY REQUIREMENTS:

COUNTY shall:

- 1. Provider oversight, through its MHSA Coordinator or designee, and collaborate with CONTRACTOR(S), other County departments, and community agencies to help achieve program goals and outcomes. Oversight includes, but is not limited to contract monitoring, annual utilization reviews, and coordination with the Department of Health Care Services in regard to program administration and outcomes.

2. Assist CONTRACTOR(S) in making linkages with the total mental health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
3. Participate in evaluating overall program progress and efficiency, and be available for ongoing consultation for program improvement.
4. Gather outcome information from target client groups and CONTRACTOR(S) through each term of this Agreement. COUNTY shall notify CONTRACTOR(S) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart review and other methods of obtaining required information.
5. Assist CONTRACTOR(S) toward cultural and linguistic competency by providing the following to CONTRACTOR(S):
 - A. Technical assistance and training regarding cultural competency requirements at no cost to CONTRACTOR(S).
 - B. Mandatory cultural competency training for CONTRACTOR(S) personnel, on an annual basis, at minimum.
 - C. Technical assistance for translating written information into Fresno County threshold languages (Spanish and Hmong). Translation services and associated costs will be the responsibility of CONTRACTOR(S).

PROGRAM OUTCOMES AND PERFORMANCE MEASURES:

1. CONTRACTOR(S) shall collect client data using the following methods:
 - A. Interviews with staff, participants, and family members; and case file reviews.
 - B. Consumer satisfaction surveys to identify service efficacy and opportunities for program development, as well as gaps in meeting cultural needs of the clients and/or families.
2. CONTRACTOR(S) shall collect data regarding the ethnic and language demographics of clients and/or families receiving services, as well as survey clients and families in regard to improvements to programs to ensure cultural relevance in service provision.
3. CONTRACTOR(S) shall maintain all client data in permanent electronic case records, and have established policies and procedures for data collection and client confidentiality.
4. In regard to the four domains below, CONTRACTOR(S) agree to work with COUNTY to develop outcomes that are measurable, obtainable, clear, accurately reflect the expected result, and include specific time frames, and CONTRACTOR(S) agree to collect data to monitor and report progress:
 - A. Effectiveness of Services – A measurement of how well the program performed and the results achieved, and measures the quality of care through a client's change over time. Examples include, but are not limited to, reduction of hospitalization time, reduction of symptoms, employment and housing status, and reduction of recidivism rate and incidence of relapse.
 - B. Efficiency of Services – A measurement of the relationship between 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. Access to Service – A measurement of changes or improvements in the program's capacity and timeliness to provide services to those who request or require them. Examples include, but are not limited to, wait/length of time from first request/referral to first service, assessment, 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 Clients and Stakeholders – A measurement of 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, whether or not the program focused on the client's recovery, grievances or concerns were addressed, there were overall feelings of satisfaction, and there was satisfaction with physical facilities, fees, access, service effectiveness, and efficiency.
- 5. COUNTY may request additional data collection by CONTRACTOR(S) at a later date, as needed.
 - 6. Performance outcomes shall be mutually determined by COUNTY and CONTRACTOR(S).
 - 7. CONTRACTOR(S) shall prepare an evaluation report annually, which will be submitted to COUNTY's DBH and made available to partnering and interested local agencies and organizations (e.g., project collaborators, other community agencies, and mental health treatment providers). Each annual evaluation report shall include demographics of the target population served, services provided to each participant, number of hospitalizations, enrollment in school, results of data analysis compared to planned process, output and outcome measures, barriers to program implementation and measures taken to overcome those barriers, accomplishments of program participants, lessons learned, and the final results of any and all satisfactory surveys.
 - 8. Additional reports and outcome information may be requested by COUNTY at a later date, as needed.

**Primary Care Integration
Severely Mentally Ill and Seriously Emotionally Disturbed (SMI & SED)
Summary of Service**

SERVICE:

Integrated Mental Health services for Severely Mentally Ill (SMI) and Seriously Emotionally Disturbed (SED) clients at Primary Care Clinic locations. SMI and SED services will be provided at site(s) in close proximity to, but not within, the Primary Care Clinic.

SCHEDULE OF SERVICES:

CONTRACTOR(S) shall operate the integrated primary care clinics consistent schedule to allow ease of access to individuals referred for services. CONTRACTOR(S) shall provide an answering service to take incoming calls after hours and on non-operational days to route calls to a medical provider, thereby ensuring that all clients have access to a medical provider seven (7) days a week and twenty-four (24) hours a day. The answering service shall make available interpretation services in the threshold languages of Fresno County, at a minimum, which include Spanish and Hmong. The answering service shall not be used in lieu of calls to 9-1-1 for emergency situations.

TARGET POPULATION:

The target population will include residents of Fresno County including children, youth, adolescents, adults, perinatal women, and older adults who are experiencing mental health symptoms at a more extensive level and duration than those receiving services for Prevention and Early Intervention. Services provided through this contract are intended to develop, enhance, and integrate mental health services for the SMI/SED population in addition to services currently provided at local primary care facilities. Specific target areas include the eastern foothills, south central, other rural regions, and metropolitan areas of Fresno County, as well as underserved cultural, ethnic, racial, and linguistic populations. These areas typically experience disproportionately higher rates of untreated mental health concerns and illnesses due to a number of factors, including stigma, cultural and linguistic barriers to services, poverty, distrust, geographic isolation, and transportation needs.

Individuals referred for SMI services are adults ages 18 and over who have at least one mental health disorder as identified in the current edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders excluding a substance use or developmental disorder; have substantial functional impairments or symptoms, or a history of such symptoms; and is likely to require public assistance, services, or entitlements as a result of such disorders.

Individuals referred for SED services are children and youth under the age of 18 and must have at least one mental health disorder as identified in the current edition of the DSM of Mental Disorders excluding a substance use or developmental disorder; have substantial impairment in self-care, school, and relationships; be at risk of or have already experienced removal from the home; have a mental disorder or impairment present for at least six months or is likely to persist for more than one year without treatment; displays psychotic features, risk of suicide, or risk of violence due to a mental disorder; or has been assessed and determined to have an emotional disturbance.

PROJECT DESCRIPTION:

The SMI/SED service component aims to provide services to clients with SMI/SED diagnoses recognized evidence-based practices and outcome-informed short-term therapy targeted to address and treat mental health concerns and diagnoses on a case by case basis. CONTRACTOR(S) shall fully integrate primary care provision with specialty mental health services for the SMI/SED population, in accordance to individualized treatment plans.

CONTRACTOR(S) will provide screening, assessments, specialty mental health therapeutic treatment, case management, care coordination, and referrals and linkages to other appropriate providers, as necessary.

Additional services may include, but are not limited to, the following:

- Individual, family, and/or group therapy
- Case management
- Medication services
- Rehabilitation services
- Collateral sessions
- Integrated care coordination
- Office and/or home based services

CONTRACTOR(S) RESPONSIBILITIES:

CONTRACTOR(S) shall:

1. Provide integrated specialty mental health services in compliance with all State and Federal specialty mental health rules and regulations, at primary care clinic sites certified in accordance with Medi-Cal regulations and the Americans with Disabilities Act.
2. Apply and be approved by the Fresno County Mental Health Plan Credentialing Committee for Medi-Cal billing and payment.
3. Ensure the following occurs in regard to cultural competence:
 - A. Demonstrate flexibility in meeting the unique needs of clients by including equal access to those with disabilities, gender-specific services, and culturally sensitive services that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS). CONTRACTOR(S) shall submit a CLAS plan within 30 days of execution of this Agreement, stating how the 15 National CLAS standards will be addressed via <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.
 - B. Recruit and hire staff who have demonstrated experience working with Latino, African American, Southeast Asian, Native American, and other minority populations and have knowledge about the respective cultures as well as other diverse communities.
 - C. Attend annual trainings regarding cultural competency, awareness, and diversity as provided by CONTRACTOR(S), or online via COUNTY's eLearning system. CONTRACTOR(S)' staff shall be appropriately trained in providing services in a culturally sensitive manner.
 - D. Conduct an annual cultural competency self-assessment and provide the results to COUNTY. COUNTY shall review and revise the self-assessment tool as necessary to meet COUNTY's approval.
 - E. Attend civil rights training as provided by CONTRACTOR(S) or online via COUNTY's eLearning system.
 - F. Recruit and hire bilingual staff. At a minimum, CONTRACTOR(S) shall hire staff who are competent in Spanish and Hmong, the threshold languages of Fresno County.
 - G. Secure trained translation and interpretation services in the threshold languages as well as Cambodian, Russian, Arabic, Armenian, Punjabi, among others. Translators and interpreters shall be appropriately trained to provide services in a culturally sensitive manner.

- H. Distribute literature or informational brochures in threshold languages to clients and request feedback in regard to engaging and improving access to care for culturally diverse communities within the service area.
 - I. Provide services by seeking to understand and placing importance on the traditional values, beliefs, and family histories of clients, as cultural values and traditions offer special strengths in treating and helping to guide clients toward wellness and recovery.
 - J. Provide services within the most relevant and meaningful cultural, gender-sensitive, and age-appropriate context for the target population.
 - K. Collaborate with agencies recognized and accepted by the target populations.
 - L. Provide and integrate family support and the creation of family partnerships and peer support for families to strengthen family-driven services.
 - M. Seek to hire and train staff and community stakeholders that provide services to the target populations in the development of age specific and gender appropriate program services and service delivery methods.
- 4. Demonstrate staff proficiency (training and certification) in suicide and crisis intervention procedures and other training subjects that would benefit the client in their wellness goals.
 - 5. Ensure Live Scan criminal background checks for all staff and counselors who have contact with children.
 - 6. Ensure primary care practitioners, other medical staff, and office staff are trained on mental health issues, mental illness warning signs and precursors, as well as sensitivity and privacy issues, medications, mental health resources, and HIPAA/mental health record keeping, as appropriate, in order to facilitate capacity building and communication with on-site mental health providers.
 - 7. Utilize recognized screening tools (e.g., Screening Brief Intervention Referral and Treatment [SBIRT], PHQ-9, and GAD) to make mental health diagnoses.
 - 8. Consult with the primary care provider as well as mental health staff (e.g., psychiatrist, psychologist) on complex cases in the development of treatment plans and other care considerations.
 - 9. Utilize current and effective evidence-based practices to treat SMI/SED diagnoses including, but not limited to, SBIRT, MATRIX, Motivational Interviewing, Trauma-Focused Cognitive Behavioral Therapy, Therapeutic Behavioral Services, Solution Focused Brief Therapy, and EMDR.
 - 10. Link clients with dual diagnoses of mental health and substance use disorders to appropriate agencies or corresponding in-house substance use programs.
 - 11. As it relates to *Timeliness of Service*, CONTRACTOR(S) shall not exceed 10 business days from date of Initial request to first face to face Assessment for non-urgent SMI and SED services. For psychiatry requests/referrals, CONTRACTOR(S) shall not exceed 15 business days from the date of request/referral to the first psychiatric appointment.
 - 12. Make accommodations for urgent cases to be seen within 24 hours of diagnosis or crisis, if not immediately, whether by CONTRACTOR(S)' psychiatric/clinical staff or by an appropriate outside agency that is properly equipped to receive, stabilize, and treat such cases.
 - 13. Collaborate and coordinate with other agencies to provide referrals and linkages to appropriate agencies and family supportive services.

14. Ensure appropriately credentialed and licensed staff are available and utilized to assess, develop, facilitate, and manage service provision, and provide treatment services.
15. Work with COUNTY to capture and enter all Client Service Information (CSI), admission data, and billing information into COUNTY's data system for the purposes of effective care coordination and State reporting. Selected CONTRACTOR(S) shall provide all necessary data to allow COUNTY to capture all CSI data for services provided and to meet all State and Federal reporting requirements. Methods of providing such information include, but are not limited to, the following
 - A. Direct data entry in COUNTY's electronic information system;
 - B. Provide an electronic file compatible with COUNTY's electronic information system; or
 - C. Interface CONTRACTOR(S)' information system(s) with COUNTY's information system.

COUNTY RESPONSIBILITIES:

COUNTY shall:

1. Provider oversight, through its MHSA Coordinator or designee, and collaborate with CONTRACTOR(S), other County departments, and community agencies to help achieve program goals and outcomes. Oversight includes, but is not limited to contract monitoring, annual utilization reviews, and coordination with the Department of Health Care Services in regard to program administration and outcomes.
2. Assist CONTRACTOR(S) in making linkages with the total mental health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
3. Participate in evaluating overall program progress and efficiency, and be available for ongoing consultation for program improvement.
4. Gather outcome information from target client groups and CONTRACTOR(S) through each term of this Agreement. COUNTY shall notify CONTRACTOR(S) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart review and other methods of obtaining required information.
5. Assist CONTRACTOR(S) toward cultural and linguistic competency by providing the following to CONTRACTOR(S):
 - A. Technical assistance and training regarding cultural competency requirements at no cost to CONTRACTOR(S).
 - B. Mandatory cultural competency training for CONTRACTOR(S) personnel, on an annual basis, at minimum.
 - C. Technical assistance for translating written information into Fresno County threshold languages (Spanish and Hmong). Translation services and associated costs will be the responsibility of CONTRACTOR(S).

PROGRAM OUTCOMES AND PERFORMANCE MEASURES:

1. CONTRACTOR(S) shall collect client data using the following methods:
 - A. Interviews with staff, participants, and family members; and case file reviews.

- B. Consumer satisfaction surveys to identify service efficacy and opportunities for program development, as well as gaps in meeting cultural needs of the clients and/or families.
2. CONTRACTOR(S) shall collect data regarding the ethnic and language demographics of clients and/or families receiving services, as well as survey clients and families in regard to improvements to programs to ensure cultural relevance in service provision.
3. CONTRACTOR(S) shall maintain all client data in permanent electronic case records, and have established policies and procedures for data collection and client confidentiality.
4. In regard to the four domains below, CONTRACTOR(S) agree to work with COUNTY to develop outcomes that are measurable, obtainable, clear, accurately reflect the expected result, and include specific time frames, and CONTRACTOR(S) agree to collect data to monitor and report progress:
 - A. Effectiveness of Services – A measurement of how well the program performed and the results achieved, and measures the quality of care through a client's change over time. Examples include, but are not limited to, reduction of hospitalization time, reduction of symptoms, employment and housing status, and reduction of recidivism rate and incidence of relapse.
 - B. Efficiency of Services – A measurement of the relationship between 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. Access to Service – A measurement of changes or improvements in the program's capacity and timeliness to provide services to those who request or require 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 Clients and Stakeholders – A measurement of 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, whether or not the program focused on the client's recovery, grievances or concerns were addressed, there were overall feelings of satisfaction, and there was satisfaction with physical facilities, fees, access, service effectiveness, and efficiency.
5. COUNTY may request additional data collection by CONTRACTOR(S) at a later date, as needed.
6. Performance outcomes shall be mutually determined by COUNTY and CONTRACTOR(S).
7. CONTRACTOR(S) shall prepare an evaluation report annually, which will be submitted to COUNTY's DBH and made available to partnering and interested local agencies and organizations (e.g., project collaborators, other community agencies, and mental health treatment providers). Each annual evaluation report shall include demographics of the target population served, services provided to each participant, number of hospitalizations, enrollment in school, results of data analysis compared to planned process, output and outcome measures, barriers to program implementation and measures taken to overcome those barriers, accomplishments of program participants, lessons learned, and the final results of any and all satisfactory surveys.
8. Additional reports and outcome information may be requested by COUNTY at a later date, as needed.

**Primary Care Integration
Substance Use Disorder Services (SUD)
Summary of Service**

SERVICE:

Integrated Substance Use Disorder (SUD) services at Primary Care Clinic locations. SUD services will be provided at site(s) in close proximity to, but not within, the Primary Care Clinic.

OVERVIEW:

CONTRACTOR(S) shall fully integrate outpatient substance use disorder services with mental health and primary care services at the primary care setting. SUD services are designed to assist individuals to identify and accept their substance abuse or dependence; understand the dynamics of the addictive process; understand the consequences of the process on themselves, their families and support system, as well as their ability to function in society; and lead a productive, self-sufficient, and alcohol and drug-free lifestyle.

The Integrated SUD services will be located at CONTRACTOR(S)' Primary Care Clinic locations throughout Fresno County. CONTRACTOR(S) shall operate the integrated primary care clinics on a consistent schedule to allow ease of access to individuals referred for services. CONTRACTOR(S) shall provide an answering service to take incoming calls after hours and on non-operational days to route calls to a medical provider, thereby ensuring that all clients have access to medical care seven (7) days a week and twenty-four (24) hours a day. The answering service shall make available interpretation services in the threshold languages of Fresno County, at a minimum, which include Spanish and Hmong. The answering service shall not be used in lieu of calls to 9-1-1 for emergency situations.

CONTRACTOR(S) shall provide quick access to SUD services, linkages to prevention and early intervention activities in the community that are culturally and linguistically appropriate, and make referrals to more intensive SUD services within Fresno, as needed.

CONTRACTOR(S) shall provide at a minimum, the following:

- Individual, group, and/or family counseling
- Treatment, recovery, and discharge planning
- Resource assistance for the purpose of recovery

TARGET POPULATION

The target population will include residents of Fresno County including adolescents, adults, perinatal women, and older adults. Services provided through this contract are intended to develop or enhance services for clients diagnosed with substance use disorders in addition to services currently provided at local primary care facilities. Specific target areas include the eastern foothills, south central, other rural regions, and metropolitan areas of Fresno County, as well as underserved cultural, ethnic, racial, and linguistic populations. These areas typically experience disproportionately higher rates of untreated substance use disorders due to a number of factors, including stigma, cultural and linguistic barriers to services, poverty, distrust, geographic isolation, and transportation needs.

Persons served through this program must meet medical necessity based on the American Society of Addiction Medicine (ASAM) criteria; youth must meet the ASAM adolescent treatment criteria. Additionally, service recipients must have at least one diagnosis from the most recent edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related and Non-Substance-Related Disorders.

SERVICE REQUIREMENTS:

CONTRACTOR(S) shall meet or exceed the following requirements:

1. Ensure all services are performed within the applicable regulations and standards, including but not limited to California Code of Regulations (CCR) Title 22, Alcohol and Other Drug (AOD) Certification Standards, CCR Title 9, Department of Health Care Services (DHCS) - Mental Health Substance Use Disorder Services (MHSUDS), and County of Fresno SUD Bulletins.
2. Provide proof of application for State of California AOD Program certification within thirty (30) days of execution of this Agreement.
3. Possess or apply to have Drug Medi-Cal certification within sixty (60) days of execution of this Agreement.
4. Ensure staff providing counseling services in AOD recovery and treatment programs meet all requirements for certification in accordance with CCR Title 9, Division 4, Chapter 8; also referenced in SUD Bulletin #15-02—Counselor Certification and Program Requirements, located at <http://www.co.fresno.ca.us/DepartmentPage.aspx?id=63345>.

A. COUNSELOR

Program staff who conducts individual or group counseling sessions, intake interviews, client exit conferences, and/or assessments of clients' alcohol and/or other drug problems shall demonstrate sufficient knowledge in the field of substance abuse treatment, principles of recovery, and counseling.

Minimum requirements for staff are as follows:

- i. Two (2) years of experience in providing direct counseling services to persons with alcohol and/or other drug problems;
- ii. Two (2) years of college-level education;
- iii. Two (2) years of alcohol and other drug counseling experience may be substituted for one (1) year of college-level education. No more than one (1) year of college-level education may be substituted with alcohol and other drug counseling experience; and
- iv. Per CA Assembly Bill No. 2374 ("Monsoor Bill"), SEC 2. Section 11833(b)(1), "The department shall require that a counselor working within a program described in subdivision (a) be certified by a nationally accredited certifying organization that has consulted with all other nationally accredited certifying organizations and the National Practitioner Data Bank to determine whether the person has ever had his or her license or certification as a counselor revoked."

Additional Requirements and Definitions:

- i. As used for these standards, "one (1) year of college-level education" is defined as the satisfactory completion of at least twenty-four (24) semester units, or the equivalent, of classroom instruction provided by an accredited or state-approved, public or private, post-secondary institution of higher learning;
- ii. At minimum, twelve (12) of the twenty-four (24) semester units required shall be in alcohol and drug studies, psychology, counseling, social work or a closely related field;
- iii. As used in these standards, "one (1) year of experience" means 1,776 total hours of full or part-time, compensated or uncompensated, work experience;

- iv. The provider agency shall require all employees to have written evidence of their qualifications;
 - v. Resumes, applications, reference checks and/or transcripts documenting work experience and education may be used to meet the requirements of this section;
 - vi. The provider agency shall have written guidelines specifying the requirements to be employed by the provider agency;
 - vii. Volunteers and/or interns may assist in conducting educational sessions, group counseling sessions, intake interviews, exit interviews or assessments of alcohol and/or other drug problems;
 - viii. Volunteers and/or interns shall be under the direct supervision of program staff;
 - ix. Volunteers and/or interns shall not provide services unless the supervising staff member is present in the room during the provision of services; and
 - x. Providers that cannot meet the minimum experience, educational and/or certification requirements as described above shall submit for County approval a plan that describes how the agency plans to adequately train and supervise these staff. This plan shall be approved prior to these staff conducting individual or group counseling sessions, intake interviews, client exit conferences, or assessments of clients' alcohol and/or other drug problems, and/or clinical supervision.
- B. Psychiatrist and/or Psychologist – Provide leadership, guidance, and consultation in provision and management of mental health and care coordination services including but not limited to assessment, diagnosis, treatment planning, rehabilitation, evaluation, medication and other supportive services. Works closely with primary care medical providers and SUD staff
- C. Licensed Mental Health Professional – Provide nonjudgmental and direct mental health services to clients in accordance with the treatment plan and toward wellness and recovery (e.g., LCSW, LMFT).
- D. Substance Abuse Counselor – Provide support and treatment to persons suffering from addiction to drugs and/or alcohol through counseling and instruction on how to modify harmful behaviors to reach recovery. (A minimum of thirty (30) percent of program staff providing counseling services in all AOD programs shall be licensed or certified pursuant to the requirements of CCR, Title 9, Division 4, Chapter 8, Subchapter 1, Section 13010).
- E. Case Manager – Ensure client's needs are met, coordinate transportation, encourage and ensure client complies with treatment plan, and assist clients in accessing resources to help clients follow treatment plans and reach treatment goals.
5. Ensure the following occurs in regard to cultural competence:
- A. Demonstrate flexibility in meeting the unique needs of clients by including equal access to those with disabilities, gender-specific services, and culturally sensitive services that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS). CONTRACTOR(S) shall submit a CLAS plan within 30 days of execution of this Agreement, stating how the 15 National CLAS standards will be addressed via <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.
 - B. Seek to recruit and hire staff who have demonstrated cultural competency and have knowledge of diverse communities within Fresno County.
 - C. Attend annual trainings regarding cultural competency, awareness, and diversity as provided by CONTRACTOR(S), or online via COUNTY's eLearning system. CONTRACTOR(S)' staff shall be appropriately trained in providing services in a culturally sensitive manner.

- D. Conduct an annual cultural competency self-assessment and provide the results to COUNTY. COUNTY shall review and revise the self-assessment tool as necessary to meet COUNTY's approval.
 - E. Collaborate with agencies recognized and accepted by the target populations.
 - F. Seek to recruit and hire bilingual staff.
 - G. Secure trained translation and interpretation services in the threshold languages as well as Cambodian, Russian, Arabic, Armenian, Punjabi, among others. Translators and interpreters shall be appropriately trained to provide services in a culturally sensitive manner.
 - H. Distribute literature or informational brochures in the threshold languages to clients and request feedback in regard to engaging and improving access to care for culturally diverse communities within the service area.
 - I. Provide services by seeking to understand and placing importance on the traditional values, beliefs, and family histories of clients, as cultural values and traditions offer special strengths in treating and helping to guide clients toward wellness and recovery.
 - J. Provide services within the most relevant and meaningful cultural, gender-sensitive, and age-appropriate context for the target population.
 - K. Collaborate with agencies recognized and accepted by the target populations.
 - L. Provide and integrate family support and the creation of family partnerships and peer support for families to strengthen family-driven services.
 - M. Seek to hire and train staff and community stakeholders that provide services to the target populations in the development of age specific and gender appropriate program services and service delivery methods.
- 6. Demonstrate staff proficiency (training and certification) in suicide and crisis intervention procedures, Mental Health First Aid, Stigma Reduction, and other subject matters that would benefit the client's safety and recovery.
 - 7. Ensure Live Scan criminal background checks for all staff and counselors who have contact with children.
 - 8. Utilize current and recognized screening tools to determine if a client has a substance use disorder and its severity (e.g., CRAFFT, AUDIT-C, DAST, PHQ-2). Screening tools should be age appropriate and should encompass screening for both alcohol and drugs. Standardized screening tools can be found at the following site: <https://www.drugabuse.gov/nidamed-medical-health-professionals/tool-resources-your-practice/screening-assessment-drug-testing-resources/chart-evidence-based-screening-tools-adults>.
 - 9. Utilize current and effective outcome-informed treatments and evidence-based practices for persons with SUD diagnoses. Motivational Interviewing (mandatory), Cognitive Behavioral Therapy, Trauma Informed Care, Psychoeducation and Relapse Prevention are the five evidenced based practices that providers must utilize under the ODS – Waiver. For providers contracted with Fresno County, Motivational Interviewing will be a mandatory requirement. The provider must implement at least two of the other evidenced based practices listed.
 - 10. As it relates to Timeliness of Service, CONTRACTOR(S) shall not exceed 10 business days from date of Initial request to first Substance Use Disorder (SUD) Service, or in accordance with timeframes established in Fresno County's Drug Medi-Cal Organized Delivery System (DMC-ODS)

Implementation Plan. CONTRACTOR(S) shall collect data regarding the average interval between referral and participation in services to which a client was referred.

11. Ensure all waitlisted clients are engaged with interim SUD services until they are admitted into a treatment program. Interim services shall be documented, and this documented information shall be available upon request.
12. Collaborate and coordinate with other agencies to provide referrals and linkages to appropriate agencies and family supportive services.
13. Work with COUNTY to capture and enter all Client Service Information (CSI), admission data, and billing information into COUNTY's data system for the purposes of effective care coordination and State reporting. Selected CONTRACTOR(S) shall provide all necessary data to allow COUNTY to capture all CSI data for services provided and to meet all State and Federal reporting requirements. Methods of providing such information include, but are not limited to, the following:
 - A. Direct data entry in COUNTY's electronic information system;
 - B. Provide an electronic file compatible with COUNTY's electronic information system; or
 - C. Interface CONTRACTOR(S)' information system(s) with COUNTY's information system.

COUNTY RESPONSIBILITIES:

The County of Fresno will be responsible for the following:

Will provide oversight, which includes, but is not limited to contract monitoring, annual utilization reviews, and coordination with the Department of Health Care Services in regard to program administration and outcomes.

1. Provide site and contract monitoring to ensure that local agencies maintain quality services and in compliance with State and Federal regulations and contract requirements.
2. Participate in evaluating overall program progress and efficiency, and be available for ongoing consultation for program improvement.
3. Gather outcome information from target client groups and CONTRACTOR(S) through each term of this Agreement. COUNTY shall notify CONTRACTOR(S) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart review and other methods of obtaining required information.
4. Assist CONTRACTOR(S) toward cultural and linguistic competency by providing the following to CONTRACTOR(S):
 - A. Technical assistance and training regarding cultural competency requirements at no cost to CONTRACTOR(S).
 - B. Mandatory cultural competency training for CONTRACTOR(S) personnel, on an annual basis, at minimum.
 - C. Technical assistance for translating written information into Fresno County threshold languages (Spanish and Hmong). Translation services and associated costs will be the responsibility of CONTRACTOR(S).

OUTCOMES AND PERFORMANCE MEASURES:

Data shall be collected in the following methods:

1. Interviews with staff, participants, and family members; and case file reviews.
2. CONTRACTOR(S) shall conduct consumer satisfaction surveys to identify service efficacy and opportunities for program development, as well as gaps in meeting cultural needs of the clients and/or families.
3. CONTRACTOR(S) shall collect data regarding the ethnic and language demographics of clients and/or families receiving services, as well as survey clients and families in regard to improvements to programs to ensure cultural relevance in service provision.
4. CONTRACTOR(S) shall maintain a daily census of all participants served and statistical data as requested by COUNTY, including but not limited to treatment entry date, discharge date, and the monthly waitlist.
5. CONTRACTOR(S) shall submit all information and data required by the State, including but not limited to CalOMS Treatment submissions, DATAR, and annual cost reports.
6. CONTRACTOR(S) shall maintain all client data in permanent electronic case records, and have established policies and procedures for data collection and client confidentiality.
7. In regard to the four domains below, CONTRACTOR(S) agree to work with COUNTY to develop outcomes that are measurable, obtainable, clear, accurately reflect the expected result, and include specific time frames, and CONTRACTOR(S) agree to collect data to monitor and report progress:
 - A. Effectiveness of Services – A measurement of how well the program performed and the results achieved, and measures the quality of care through a client's change over time. Examples include, but are not limited to, reduction of hospitalization time, reduction of symptoms, employment and housing status, and reduction of recidivism rate and incidence of relapse.
 - B. Efficiency of Services – A measurement of the relationship between 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. Access to Service – A measurement of changes or improvements in the program's capacity and timeliness to provide services to those who request or require 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 Clients and Stakeholders – A measurement of 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, whether or not the program focused on the client's recovery, grievances or concerns were addressed, there were overall feelings of satisfaction, and there was satisfaction with physical facilities, fees, access, service effectiveness, and efficiency.
8. COUNTY may request additional data collection by CONTRACTOR(S) at a later date, as needed.
9. Performance outcomes shall be mutually determined by COUNTY and CONTRACTOR(S) and

demonstrate an effective increase in penetration rates in traditionally unserved and underserved populations.

10. CONTRACTOR(S) shall prepare an evaluation report annually, which will be submitted to COUNTY's DBH and made available to partnering and interested local agencies and organizations (e.g., project collaborators, other community agencies, and mental health treatment providers). Each annual evaluation report shall include demographics of the target population served, services provided to each participant, number of hospitalizations, enrollment in school, results of data analysis compared to planned process, output and outcome measures, barriers to program implementation and measures taken to overcome those barriers, accomplishments of program participants, lessons learned, and the final results of any and all satisfactory surveys.
11. Additional reports and outcome information may be requested by COUNTY at a later date, as needed.

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Prevention and Early Intervention (PEI)
Projected Start-Up Budget - Fiscal Year 2017-18

Budget Categories - Line Item Description (Must be itemized)	Proposed Budget
START-UP EXPENSES	
Computers and Software	\$ 10,600.00
Furniture and Fixtures	\$ 3,000.00
Telephone System	\$ -
Tenant Improvements	\$ -
Other - Identify	\$ -
Other - Identify	\$ -
TOTAL START-UP EXPENSES	\$ 13,600.00

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Prevention and Early Intervention (PEI)
Projected Budget - Fiscal Year 2017-18

Budget Categories -		Total Proposed Budget			
Line Item Description (Must be itemized)		FTE %	Admin	Direct	Total
PERSONNEL SALARIES:					
0001	Associate Therapist (MH Intern)	1.00	\$ -	\$ 37,679	\$ 37,679
0002	Medical Assistant	3.00	\$ 53,155	\$ -	\$ 53,155
0003					
0004					
0005					
0006					
0007					
0008					
0009					
0010					
0011					
0012					
SALARY TOTAL		4.00	\$ 53,155	\$ 37,679	\$ 90,835
PAYROLL TAXES:					
0030	OASDI		\$ -	\$ -	\$ -
0031	FICA/MEDICARE		\$ 4,066	\$ 2,882	\$ 6,948
0032	SUI		\$ 30	\$ 1,201	\$ 1,231
PAYROLL TAX TOTAL			\$ 4,096	\$ 4,083	\$ 8,179
EMPLOYEE BENEFITS:					
0040	Retirement		\$ 1,063	\$ 754	\$ 1,817
0041	Workers Compensation		\$ 797	\$ 565	\$ 1,362
0042	Health Insurance (medical, vision, life, dental)		\$ 7,973	\$ 23,511	\$ 31,484
EMPLOYEE BENEFITS TOTAL			\$ 9,833	\$ 24,830	\$ 34,663
SALARY & BENEFITS GRAND TOTAL					\$ 133,677
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$ -
1011	Rent/Lease Equipment				\$ -
1012	Utilities				\$ 4,320
1013	Building Maintenance				\$ 648
1014	Equipment purchase				\$ -
FACILITY/EQUIPMENT TOTAL					\$ 4,968
OPERATING EXPENSES:					
1060	Telephone				\$ 1,377
1061	Answering Service				\$ 180
1062	Postage				\$ 180
1063	Printing/Reproduction				\$ 1,200
1064	Publications				\$ -
1065	Legal Notices/Advertising				\$ -
1066	Office Supplies & Equipment				\$ 8,100
1067	Household Supplies				\$ -
1068	Food				\$ -

1069	Program Supplies - Therapeutic	\$	-
1070	Program Supplies - Medical	\$	-
1071	Transportation of Clients	\$	1,125
1072	Staff Mileage/Vehicle Maintenance	\$	-
1073	Staff Travel (Out of County)	\$	-
1074	Staff Training/Registration	\$	2,250
1075	Lodging	\$	-
1076	Other - Recruitment	\$	2,500
OPERATING EXPENSES TOTAL		\$	16,912

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	250
1082	Liability Insurance	\$	750
1083	Administrative Overhead (includes payroll services)	\$	29,810
1084	Payroll Services	\$	-
1085	Professional Liability Insurance	\$	-
FINANCIAL SERVICES TOTAL		\$	30,810

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management) / IT Support	\$	375
1091	Translation Services	\$	600
1092	Contract Psychiatrist	\$	12,784
SPECIAL EXPENSES TOTAL		\$	13,759

FIXED ASSETS:

1190	Computers & Software	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - (Identify)	\$	-
1193	Other - (Identify)	\$	-
FIXED ASSETS TOTAL		\$	-

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	-
2002.2	Client Transportation & Support (SFC 72)	\$	-
2002.3	Education Support (SFC 72)	\$	-
2002.4	Employment Support (SFC 72)	\$	-
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$	-

TOTAL PROGRAM EXPENSES \$ 200,126

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$ -	\$ -
3100	Case Management	0	\$ -	\$ -
3200	Crisis Services	0	\$ -	\$ -
3300	Medication Support	0	\$ -	\$ -
3400	Collateral	0	\$ -	\$ -

3500	Plan Development	0	\$ -	\$ -
3600	Assessment	0	\$ -	\$ -
3700	Rehabilitation	0	\$ -	\$ -
Estimated Medi-Cal Billing Totals		0		\$ -
Estimated % of Federal Financial Participation Reimbursement			0.00%	\$0
Estimated % of Early and Periodic Screening, Diagnostic, and Treatment Reimbursement			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$ -
OTHER REVENUE:				
4000	Other - (Identify)			\$ -
4100	Other - (Identify)			\$ -
4200	Other - (Identify)			\$ -
4300	Other - (Identify)			\$ -
OTHER REVENUE TOTAL				\$ -
MHSA FUNDS:				
5000	Prevention & Early Intervention Funds			\$ 200,126
5100	Community Services & Supports Funds			\$ -
5200	Innovation Funds			\$ -
5300	Workforce Education & Training Funds			\$ -
MHSA FUNDS TOTAL				\$ 200,126
TOTAL PROGRAM REVENUE				\$ 200,126

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Prevention and Early Intervention (PEI)
Projected Budget - Fiscal Year 2018-19

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin	Direct Total
PERSONNEL SALARIES:				
0001	Associate Therapist (MH Intern)	1.00	\$ -	\$64,369 \$ 64,369
0002	Medical Assistant	3.00	\$90,807	\$ 90,807
0003				
0004				
0005				
0006				
0007				
0008				
0009				
0010				
0011				
0012				
SALARY TOTAL		4.00	\$90,807	\$64,369 \$155,176
PAYROLL TAXES:				
0030	OASDI		\$ -	\$ - \$ -
0031	FICA/MEDICARE		\$ 6,947	\$ 4,924 \$ 11,871
0032	SUI		\$ 30	\$ 1,201 \$ 1,231
PAYROLL TAX TOTAL			\$6,977	\$6,125 \$13,102
EMPLOYEE BENEFITS:				
0040	Retirement		\$ 1,816	\$ 1,287 \$ 3,103
0041	Workers Compensation		\$ 1,362	\$ 966 \$ 2,328
0042	Health Insurance (medical, vision, life, dental)		\$ 13,621	\$ 24,130 \$ 37,751
EMPLOYEE BENEFITS TOTAL			\$ 16,799	\$ 26,383 \$ 43,182
SALARY & BENEFITS GRAND TOTAL				\$ 211,460
FACILITIES/EQUIPMENT EXPENSES:				
1010	Rent/Lease Building			\$ -
1011	Rent/Lease Equipment			\$ -
1012	Utilities			\$ 7,200
1013	Building Maintenance			\$ 1,080
1014	Equipment purchase			\$ -
FACILITY/EQUIPMENT TOTAL				\$ 8,280
OPERATING EXPENSES:				
1060	Telephone			\$ 2,295
1061	Answering Service			\$ 300
1062	Postage			\$ 300
1063	Printing/Reproduction			\$ 2,000
1064	Publications			\$ -
1065	Legal Notices/Advertising			\$ -
1066	Office Supplies & Equipment			\$ 13,500
1067	Household Supplies			\$ -
1068	Food			\$ -

1069	Program Supplies - Therapeutic	\$	-
1070	Program Supplies - Medical	\$	-
1071	Transportation of Clients	\$	1,875
1072	Staff Mileage/Vehicle Maintenance	\$	-
1073	Staff Travel (Out of County)	\$	-
1074	Staff Training/Registration	\$	3,750
1075	Lodging	\$	-
1076	Other - Recruitment	\$	1,000
OPERATING EXPENSES TOTAL		\$	25,020

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	250
1082	Liability Insurance	\$	750
1083	Administrative Overhead (includes payroll services)	\$	47,156
1084	Payroll Services	\$	-
1085	Professional Liability Insurance	\$	-
FINANCIAL SERVICES TOTAL		\$	48,156

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management) / IT Support	\$	375
1091	Translation Services	\$	600
1092	Contract Psychiatrist	\$	21,840
SPECIAL EXPENSES TOTAL		\$	22,815

FIXED ASSETS:

1190	Computers & Software	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - (Identify)	\$	-
1193	Other - (Identify)	\$	-
FIXED ASSETS TOTAL		\$	-

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	-
2002.2	Client Transportation & Support (SFC 72)	\$	-
2002.3	Education Support (SFC 72)	\$	-
2002.4	Employment Support (SFC 72)	\$	-
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$	-

TOTAL PROGRAM EXPENSES \$ 315,731

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$ -	\$ -
3100	Case Management	0	\$ -	\$ -
3200	Crisis Services	0	\$ -	\$ -
3300	Medication Support	0	\$ -	\$ -
3400	Collateral	0	\$ -	\$ -

3500	Plan Development	0	\$ -	\$ -
3600	Assessment	0	\$ -	\$ -
3700	Rehabilitation	0	\$ -	\$ -
Estimated Medi-Cal Billing Totals		0		\$ -
Estimated % of Federal Financial Participation Reimbursement			0.00%	\$0
Estimated % of Early and Periodic Screening, Diagnostic, and Treatment Reimbursement			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$0
OTHER REVENUE:				
4000	Other - (Identify)			\$ -
4100	Other - (Identify)			\$ -
4200	Other - (Identify)			\$ -
4300	Other - (Identify)			\$ -
OTHER REVENUE TOTAL				\$ -
MHSA FUNDS:				
5000	Prevention & Early Intervention Funds			\$ 315,731
5100	Community Services & Supports Funds			\$ -
5200	Innovation Funds			\$ -
5300	Workforce Education & Training Funds			\$ -
MHSA FUNDS TOTAL				\$ 315,731
TOTAL PROGRAM REVENUE			\$	315,731

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Severely Mentally Ill (SMI)
Projected Start-Up Budget - Fiscal Year 2017-18

Budget Categories - Line Item Description (Must be itemized)	Proposed Budget
START-UP EXPENSES	
Computers and Software	\$ 86,350.00
Furniture and Fixtures	\$ 38,170.00
Telephone System	\$ 36,800.00
Tenant Improvements	\$ 63,140.00
Other - Identify	\$ -
Other - Identify	\$ -
TOTAL START-UP EXPENSES	\$ 224,460.00

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Severely Mentally III (SMI)
Projected Budget - Fiscal Year 2017-18

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin	Direct Total
PERSONNEL SALARIES:				
0001	Behavioral Health Director	0.35	\$19,250	\$ 19,250
0002	Quality Improvement Supervisor	0.50	\$11,662	\$ 11,662
0003	Quality Improvement Staff	0.50	\$6,489	\$ 6,489
0004	Clinic Manager	1.00	\$30,342	\$3,371 \$ 33,714
0005	Licensed Therapist	2.00		\$59,620 \$ 59,620
0006	Case Manager .	6.00		\$92,376 \$ 92,376
0007	Receptionist	3.00	\$9,599	\$22,398 \$ 31,997
0008	MH Associate Therapist	3.00		\$46,188 \$ 46,188
0009	Medical Assistant	1.00		\$10,666 \$ 10,666
0010				
0011				
0012				
SALARY TOTAL		17.35	\$ 77,342	\$ 234,619 \$ 311,961
PAYROLL TAXES:				
0030	OASDI		\$ -	\$ - \$ -
0031	FICA/MEDICARE		\$ 6,690	\$ 20,295 \$ 26,985
0032	SUI		\$ 2,707	\$ 8,212 \$ 10,919
PAYROLL TAX TOTAL			\$ 9,397	\$ 28,507 \$ 37,904
EMPLOYEE BENEFITS:				
0040	Retirement		\$ 2,707	\$ 8,212 \$ 10,919
0041	Workers Compensation		\$ 2,166	\$ 6,569 \$ 8,735
0042	Health Insurance (medical, vision, life, dental)		\$ 9,668	\$ 29,327 \$ 38,995
EMPLOYEE BENEFITS TOTAL			\$ 14,541	\$ 44,108 \$ 58,649
SALARY & BENEFITS GRAND TOTAL				\$ 408,514
FACILITIES/EQUIPMENT EXPENSES:				
1010	Rent/Lease Building (3 sites)			\$ 34,450
1011	Rent/Lease Equipment			\$ -
1012	Utilities (3 sites)			\$ 8,880
1013	Building Maintenance			\$ 2,120
1014	Equipment purchase			\$ -
FACILITY/EQUIPMENT TOTAL				\$ 45,450
OPERATING EXPENSES:				
1060	Telephone (3 sites)			\$ 15,600
1061	Answering Service			\$ 150
1062	Postage			\$ 150
1063	Printing/Reproduction			\$ 1,440
1064	Publications			\$ -
1065	Legal Notices/Advertising			\$ -
1066	Office Supplies & Equipment (3 sites)			\$ 10,584
1067	Household Supplies			\$ -
1068	Food			\$ -

1069	Program Supplies - Therapeutic	\$	1,200
1070	Program Supplies - Medical	\$	1,200
1071	Transportation of Clients	\$	1,470
1072	Staff Mileage/Vehicle Maintenance	\$	4,800
1073	Staff Travel (Out of County)	\$	-
1074	Staff Training/Registration	\$	4,380
1075	Lodging	\$	-
1076	Other - Recruitment	\$	6,390
OPERATING EXPENSES TOTAL		\$	47,364

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	1,000
1082	Liability Insurance	\$	2,296
1083	Administrative Overhead (includes payroll services)	\$	91,098.62
1084	Payroll Services	\$	-
1085	Professional Liability Insurance	\$	-
FINANCIAL SERVICES TOTAL		\$	94,395

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management) / IT Support / Avatar	\$	25,796
1091	Translation Services	\$	1,200
1092	Contract Psychiatrist	\$	150,340
SPECIAL EXPENSES TOTAL		\$	177,336

FIXED ASSETS:

1190	Computers & Software + 3 sets Telehealth Equipment	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - Tenant Improvements	\$	-
1193	Other - VOIP Phone System Installation/Setup	\$	-
FIXED ASSETS TOTAL		\$	-

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	-
2002.2	Client Transportation & Support (SFC 72)	\$	-
2002.3	Education Support (SFC 72)	\$	-
2002.4	Employment Support (SFC 72)	\$	-
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$	-

TOTAL PROGRAM EXPENSES \$ 773,059

MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	59,383 \$ 2.45	\$ 145,487
3100	Case Management	15,226 \$ 2.45	\$ 37,304
3200	Crisis Services	1,668 \$ 2.75	\$ 4,586
3300	Medication Support	17,281 \$ 4.00	\$ 69,123
3400	Collateral	3,021 \$ 2.45	\$ 7,402

3500	Plan Development	1,825	\$	1.60	\$	2,919
3600	Assessment	1,825	\$	1.60	\$	2,919
3700	Rehabilitation	2,755	\$	2.45	\$	6,750
Estimated Medi-Cal Billing Totals		102,983			\$	276,492
Estimated % of Federal Financial Participation Reimbursement				0.00%	\$	-
Estimated % of Early and Periodic Screening, Diagnostic, and Treatment Reimbursement				0.00%	\$	-
MEDI-CAL REVENUE TOTAL					\$	276,492
OTHER REVENUE:						
4000	Other - (Identify)				\$	-
4100	Other - (Identify)				\$	-
4200	Other - (Identify)				\$	-
4300	Other - (Identify)				\$	-
OTHER REVENUE TOTAL					\$	-
MHSA FUNDS:						
5000	Prevention & Early Intervention Funds				\$	-
5100	Community Services & Supports Funds				\$	496,567
5200	Innovation Funds				\$	-
5300	Workforce Education & Training Funds				\$	-
MHSA FUNDS TOTAL					\$	496,567
TOTAL PROGRAM REVENUE					\$	773,059

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Severely Mentally III (SMI)
Projected Budget - Fiscal Year 2018-19

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin	Direct	Total
PERSONNEL SALARIES:					
0001	Behavioral Health Director	0.35	\$ 41,388	\$ -	\$ 41,388
0002	Quality Improvement Supervisor	0.50	\$ 31,342	\$ -	\$ 31,342
0003	Quality Improvement Staff	0.50	\$ 17,439	\$ -	\$ 17,439
0004	Clinic Manager	1.00	\$ 81,545	\$ 9,061	\$ 90,606
0005	Licensed Therapist	2.00	\$ -	\$ 160,229	\$ 160,229
0006	Case Manager .	6.00	\$ -	\$ 248,261	\$ 248,261
0007	Receptionist	3.00	\$ 25,797	\$ 60,194	\$ 85,991
0008	MH Associate Therapist	3.00	\$ -	\$ 124,130	\$ 124,130
0009	Medical Assistant	1.00	\$ -	\$ 28,664	\$ 28,664
0010					
0011					
0012					
SALARY TOTAL		17.35	\$ 197,511	\$ 630,539	\$ 828,050
PAYROLL TAXES:					
0030	OASDI		\$ -	\$ -	\$ -
0031	FICA/MEDICARE		\$ 17,085	\$ 54,542	\$ 71,627
0032	SUI		\$ 6,913	\$ 22,069	\$ 28,982
PAYROLL TAX TOTAL			\$ 23,998	\$ 76,611	\$ 100,609
EMPLOYEE BENEFITS:					
0040	Retirement		\$ 6,913	\$ 22,069	\$ 28,982
0041	Workers Compensation		\$ 5,530	\$ 17,655	\$ 23,185
0042	Health Insurance (medical, vision, life, dental)		\$ 24,689	\$ 78,817	\$ 103,506
EMPLOYEE BENEFITS TOTAL			\$ 37,132	\$ 118,541	\$ 155,673
SALARY & BENEFITS GRAND TOTAL					\$ 1,084,332
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building (3 sites)				\$ 92,190
1011	Rent/Lease Equipment				\$ -
1012	Utilities (3 sites)				\$ 14,800
1013	Building Maintenance				\$ 2,120
1014	Equipment purchase				\$ -
FACILITY/EQUIPMENT TOTAL					\$ 109,110
OPERATING EXPENSES:					
1060	Telephone (3 sites)				\$ 26,000
1061	Answering Service				\$ 300
1062	Postage				\$ 300
1063	Printing/Reproduction				\$ 3,600
1064	Publications				\$ -
1065	Legal Notices/Advertising				\$ -
1066	Office Supplies & Equipment (3 sites)				\$ 26,460
1067	Household Supplies				\$ -
1068	Food				\$ -

1069	Program Supplies - Therapeutic	\$	1,200
1070	Program Supplies - Medical	\$	1,200
1071	Transportation of Clients	\$	3,675
1072	Staff Mileage/Vehicle Maintenance	\$	12,000
1073	Staff Travel (Out of County)	\$	-
1074	Staff Training/Registration	\$	10,950
1075	Lodging	\$	-
1076	Other - Recruitment	\$	6,390
OPERATING EXPENSES TOTAL		\$	92,075

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	1,000
1082	Liability Insurance	\$	1,435
1083	Administrative Overhead (includes payroll services)	\$	210,598
1084	Payroll Services	\$	-
1085	Professional Liability Insurance	\$	-
FINANCIAL SERVICES TOTAL		\$	213,033

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management) / IT Support / Avatar	\$	27,897
1091	Translation Services	\$	1,200
1092	Contract Psychiatrist	\$	436,800
SPECIAL EXPENSES TOTAL		\$	465,897

FIXED ASSETS:

1190	Computers & Software	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - Tenant Improvements	\$	-
1193	Other - (Identify)	\$	-
FIXED ASSETS TOTAL		\$	-

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	-
2002.2	Client Transportation & Support (SFC 72)	\$	-
2002.3	Education Support (SFC 72)	\$	-
2002.4	Employment Support (SFC 72)	\$	-
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$	-

TOTAL PROGRAM EXPENSES \$ 1,964,447

MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	324,577 \$ 2.45	\$ 795,213
3100	Case Management	83,224 \$ 2.45	\$ 203,899
3200	Crisis Services	9,115 \$ 2.75	\$ 25,067
3300	Medication Support	94,455 \$ 4.00	\$ 377,818
3400	Collateral	16,513 \$ 2.45	\$ 40,458

3500	Plan Development	9,973	\$ 1.60	\$ 15,956
3600	Assessment	9,973	\$ 1.60	\$ 15,956
3700	Rehabilitation	15,060	\$ 2.45	\$ 36,896
Estimated Medi-Cal Billing Totals		562,889		\$ 1,511,264
Estimated % of Federal Financial Participation Reimbursement			0.00%	\$ -
Estimated % of Early and Periodic Screening, Diagnostic, and Treatment Reimbursement			0.00%	\$ -
MEDI-CAL REVENUE TOTAL				\$ 1,511,264
OTHER REVENUE:				
4000	Other - (Identify)			\$ -
4100	Other - (Identify)			\$ -
4200	Other - (Identify)			\$ -
4300	Other - (Identify)			\$ -
OTHER REVENUE TOTAL				\$ -
MHSA FUNDS:				
5000	Prevention & Early Intervention Funds			\$ -
5100	Community Services & Supports Funds			\$ 453,183
5200	Innovation Funds			\$ -
5300	Workforce Education & Training Funds			\$ -
MHSA FUNDS TOTAL				\$ 453,183
TOTAL PROGRAM REVENUE				\$ 1,964,447

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Seriously Emotionally Disturbed (SED)
Projected Start-Up Budget - Fiscal Year 2017-18

Budget Categories - Line Item Description (Must be itemized)		Proposed Budget
START-UP EXPENSES		
Computers and Software	\$	90,150.00
Furniture and Fixtures	\$	38,170.00
Telephone System	\$	36,800.00
Tenant Improvements	\$	63,140.00
Other - Identify	\$	-
Other - Identify	\$	-
TOTAL START-UP EXPENSES		\$ 228,260.00

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Seriously Emotionally Disturbed (SED)
Projected Budget - Fiscal Year 2017-18

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin	Direct	Total
PERSONNEL SALARIES:					
0001	Behavioral Health Director	0.35	\$ 19,250	\$ -	\$ 19,250
0002	Quality Improvement Supervisor	0.50	\$ 11,662	\$ -	\$ 11,662
0003	Quality Improvement Staff	0.50	\$ 6,489	\$ -	\$ 6,489
0004	Clinic Manager	1.00	\$ 10,114	\$ 23,600	\$ 33,714
0005	Case Manager	6.00	\$ -	\$ 92,376	\$ 92,376
0006	Mental Health Associate	3.00	\$ -	\$ 69,928	\$ 69,928
0007	Medical Assistant	1.00	\$ -	\$ 10,666	\$ 10,666
0008	Receptionist	3.00	\$ 12,799	\$ 12,799	\$ 25,597
0009	LicensedTherapist	2.00	\$ -	\$ 59,285	\$ 59,285
0010					
0011					
0012					
SALARY TOTAL		17.35	\$ 60,314	\$ 268,652	\$ 328,966
PAYROLL TAXES:					
0030	OASDI		\$ -	\$ -	\$ -
0031	FICA/MEDICARE		\$ 5,217	\$ 23,238	\$ 28,455
0032	SUI		\$ 2,111	\$ 9,403	\$ 11,514
PAYROLL TAX TOTAL			\$ 7,328	\$ 32,641	\$ 39,969
EMPLOYEE BENEFITS:					
0040	Retirement		\$ 2,111	\$ 9,403	\$ 11,514
0041	Workers Compensation		\$ 1,689	\$ 7,522	\$ 9,211
0042	Health Insurance (medical, vision, life, dental)		\$ 7,539	\$ 33,582	\$ 41,121
EMPLOYEE BENEFITS TOTAL			\$ 11,339	\$ 50,507	\$ 61,846
SALARY & BENEFITS GRAND TOTAL					\$ 430,781
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building (3 sites)				\$ 30,801
1011	Rent/Lease Equipment				\$ -
1012	Utilities (3 sites)				\$ 8,880
1013	Building Maintenance				\$ 750
1014	Equipment purchase				\$ -
FACILITY/EQUIPMENT TOTAL					\$ 40,431
OPERATING EXPENSES:					
1060	Telephone (3 sites)				\$ 15,600
1061	Answering Service				\$ 180
1062	Postage				\$ 270
1063	Printing/Reproduction				\$ 3,600
1064	Publications				\$ -
1065	Legal Notices/Advertising				\$ -
1066	Office Supplies & Equipment				\$ 14,254
1067	Household Supplies				\$ -
1068	Food				\$ -

1069	Program Supplies - Therapeutic	\$	1,200
1070	Program Supplies - Medical	\$	1,200
1071	Transportation of Clients	\$	1,470
1072	Staff Mileage/Vehicle Maintenance	\$	4,800
1073	Staff Travel (Out of County)	\$	-
1074	Staff Training/Registration	\$	4,380
1075	Lodging	\$	-
1076	Other - Recruitment	\$	6,390
OPERATING EXPENSES TOTAL		\$	53,344

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	1,000
1082	Liability Insurance	\$	2,870
1083	Administrative Overhead (includes payroll services)	\$	96,064
1084	Payroll Services	\$	-
1085	Professional Liability Insurance	\$	-
FINANCIAL SERVICES TOTAL		\$	99,934

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management) / IT Support / Avatar	\$	15,184
1091	Translation Services	\$	1,200
1092	Contract Psychiatrist	\$	163,564
SPECIAL EXPENSES TOTAL		\$	179,948

FIXED ASSETS:

1190	Computers & Software + 3 sets Telehealth Equipment	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - Tenant Improvements	\$	-
1193	Other - VOIP Phone System Installation/Setup	\$	-
FIXED ASSETS TOTAL		\$	-

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	-
2002.2	Client Transportation & Support (SFC 72)	\$	-
2002.3	Education Support (SFC 72)	\$	-
2002.4	Employment Support (SFC 72)	\$	-
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$	-

TOTAL PROGRAM EXPENSES \$ 804,438

MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	76,844 \$ 2.45	\$ 188,269
3100	Case Management	14,353 \$ 2.45	\$ 35,165
3200	Crisis Services	578 \$ 2.75	\$ 1,589
3300	Medication Support	7,177 \$ 4.00	\$ 28,707
3400	Collateral	6,990 \$ 2.45	\$ 17,126

3500	Plan Development	2,296	\$ 1.60	\$ 3,673
3600	Assessment	2,296	\$ 1.60	\$ 3,673
3700	Rehabilitation	3,467	\$ 2.45	\$ 8,495
Estimated Medi-Cal Billing Totals		114,001		\$ 286,697
Estimated % of Federal Financial Participation Reimbursement			0.00%	\$ -
Estimated % of Early and Periodic Screening, Diagnostic, and Treatment Reimbursement			0.00%	\$ -
MEDI-CAL REVENUE TOTAL				\$ 286,697
OTHER REVENUE:				
4000	Other - (Identify)			\$ -
4100	Other - (Identify)			\$ -
4200	Other - (Identify)			\$ -
4300	Other - (Identify)			\$ -
OTHER REVENUE TOTAL				\$ -
MHSA FUNDS:				
5000	Prevention & Early Intervention Funds			\$ -
5100	Community Services & Supports Funds			\$ 517,741
5200	Innovation Funds			\$ -
5300	Workforce Education & Training Funds			\$ -
MHSA FUNDS TOTAL				\$ 517,741
TOTAL PROGRAM REVENUE				\$ 804,438

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Seriously Emotionally Disturbed (SED)
Projected Budget - Fiscal Year 2018-19

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin	Direct	Total
PERSONNEL SALARIES:					
0001	Behavioral Health Director	0.35	\$ 41,388	\$ -	\$ 41,388
0002	Quality Improvement Supervisor	0.50	\$ 31,342	\$ -	\$ 31,342
0003	Quality Improvement Staff	0.50	\$ 17,439	\$ -	\$ 17,439
0004	Clinic Manager	1.00	\$ 27,182	\$ 63,424	\$ 90,606
0005	Case Manager	6.00	\$ -	\$ 248,261	\$ 248,261
0006	Mental Health Associate	3.00	\$ -	\$ 187,930	\$ 187,930
0007	Medical Assistant	1.00	\$ -	\$ 28,664	\$ 28,664
0008	Receptionist	3.00	\$ 42,996	\$ 42,996	\$ 85,992
0009	LicensedTherapist	2.00	\$ -	\$ 159,328	\$ 159,328
0010					
0011					
0012					
SALARY TOTAL		17.35	\$ 160,347	\$ 730,603	\$ 890,950
PAYROLL TAXES:					
0030	OASDI		\$ -	\$ -	\$ -
0031	FICA/MEDICARE		\$ 13,870	\$ 63,197	\$ 77,067
0032	SUI		\$ 5,612	\$ 25,571	\$ 31,183
PAYROLL TAX TOTAL			\$ 19,482	\$ 88,768	\$ 108,250
EMPLOYEE BENEFITS:					
0040	Retirement		\$ 5,612	\$ 25,571	\$ 31,183
0041	Workers Compensation		\$ 4,490	\$ 20,457	\$ 24,947
0042	Health Insurance (medical, vision, life, dental)		\$ 20,043	\$ 91,325	\$ 111,368
EMPLOYEE BENEFITS TOTAL			\$ 30,145	\$ 137,353	\$ 167,498
SALARY & BENEFITS GRAND TOTAL					\$ 1,166,698
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building (3 sites)				\$ 72,834
1011	Rent/Lease Equipment				\$ -
1012	Utilities (3 sites)				\$ 14,800
1013	Building Maintenance				\$ 750
1014	Equipment purchase				\$ -
FACILITY/EQUIPMENT TOTAL					\$ 88,384
OPERATING EXPENSES:					
1060	Telephone (3 sites)				\$ 26,000
1061	Answering Service				\$ 300
1062	Postage				\$ 450
1063	Printing/Reproduction				\$ 4,410
1064	Publications				\$ -
1065	Legal Notices/Advertising				\$ -
1066	Office Supplies & Equipment				\$ 35,600
1067	Household Supplies				\$ -
1068	Food				\$ -

1069	Program Supplies - Therapeutic	\$	1,200
1070	Program Supplies - Medical	\$	1,200
1071	Transportation of Clients	\$	3,675
1072	Staff Mileage/Vehicle Maintenance	\$	12,000
1073	Staff Travel (Out of County)	\$	-
1074	Staff Training/Registration	\$	10,950
1075	Lodging	\$	-
1076	Other - Recruitment	\$	6,390
OPERATING EXPENSES TOTAL			\$ 102,175

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	1,000
1082	Liability Insurance	\$	1,435
1083	Administrative Overhead (includes payroll services)	\$	260,174
1084	Payroll Services	\$	-
1085	Professional Liability Insurance	\$	-
FINANCIAL SERVICES TOTAL			\$ 262,609

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management) / IT Support / Avatar	\$	15,897
1091	Translation Services	\$	600
1092	Contract Psychiatrist	\$	308,400
SPECIAL EXPENSES TOTAL			\$ 324,897

FIXED ASSETS:

1190	Computers & Software	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - Tenant Improvements	\$	-
1193	Other - (Identify)	\$	-
FIXED ASSETS TOTAL			\$ -

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	-
2002.2	Client Transportation & Support (SFC 72)	\$	-
2002.3	Education Support (SFC 72)	\$	-
2002.4	Employment Support (SFC 72)	\$	-
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
NON MEDI-CAL CLIENT SUPPORT TOTAL			\$ -

TOTAL PROGRAM EXPENSES \$ 1,944,763

MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	446,853 \$ 2.45	\$ 1,094,791
3100	Case Management	89,534 \$ 2.45	\$ 219,358
3200	Crisis Services	3,605 \$ 2.75	\$ 9,913
3300	Medication Support	44,768 \$ 4.00	\$ 179,071
3400	Collateral	43,605 \$ 2.45	\$ 106,833

3500	Plan Development	14,321	\$ 1.60	\$ 22,914
3600	Assessment	14,321	\$ 1.60	\$ 22,914
3700	Rehabilitation	21,629	\$ 2.45	\$ 52,990
Estimated Medi-Cal Billing Totals		678,636		\$ 1,708,784
Estimated % of Federal Financial Participation Reimbursement			0.00%	\$ -
Estimated % of Early and Periodic Screening, Diagnostic, and Treatment Reimbursement			0.00%	\$ -
MEDI-CAL REVENUE TOTAL				\$ 1,708,784
OTHER REVENUE:				
4000	Other - (Identify)			\$ -
4100	Other - (Identify)			\$ -
4200	Other - (Identify)			\$ -
4300	Other - (Identify)			\$ -
OTHER REVENUE TOTAL				\$ -
MHSA FUNDS:				
5000	Prevention & Early Intervention Funds			\$ -
5100	Community Services & Supports Funds			\$ 235,979
5200	Innovation Funds			\$ -
5300	Workforce Education & Training Funds			\$ -
MHSA FUNDS TOTAL				\$ 235,979
TOTAL PROGRAM REVENUE				\$ 1,944,763

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Substance Use Disorder (SUD)
Projected Start-Up Budget - Fiscal Year 2017-18

Budget Categories - Line Item Description (Must be itemized)		Proposed Budget
START-UP EXPENSES		
Computers and Software	\$	23,850.00
Furniture and Fixtures	\$	18,072.00
Telephone System	\$	1,800.00
Other - Identify		
Other - Identify		
Other - Identify		
TOTAL START-UP EXPENSES		\$ 43,722.00

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Substance Use Disorder (SUD)
Projected Budget - Fiscal Year 2017-18

Provider Name: Clinica Sierra Vista
Program Name: SUD Portion Only
Approved by: _____

No. of Budgeted FTEs - Admin: 1.90
No. of Budgeted FTEs - Direct: 6.10

Mailing Address: PO Box 1559
Bakersfield, CA 93302
Street Address: 1430 Truxtun Ave, Ste 400
Bakersfield, CA 93301
Phone Number: 661-397-8775 x4790
Fax Number: _____
E-mail Address: reillyc@clnicas ierravista.org
powert@clnicas ierravista.org

Budget Categories- Line Item Description (Must be Itemized)			Annual Salary	% of FTE dedicated to this program	% Time dedicated to services Admin. Direct		Proposed Program Budget		
							Admin.	Direct	Total Proposed Budget
PERSONNEL/SALARIES									
0101	Psychiatric Team		\$ 170,453	3%		100%	\$ -	\$ 5,114	\$ 5,114
0102	Substance Use Counselor (x3)		\$ 16,355	300%		100%	\$ -	\$ 49,066	\$ 49,066
0103	Receptionist (x3)		\$ 10,666	300%	100%	0%	\$ 31,997	\$ -	\$ 31,997
0104	BH Director		\$ 44,000	20%	100%	0%	\$ 8,800	\$ -	\$ 8,800
0105	Clinic Manager		\$ 33,714	30%	100%	0%	\$ 10,114	\$ -	\$ 10,114
0106							\$ -	\$ -	\$ -
0107							\$ -	\$ -	\$ -
0108							\$ -	\$ -	
0109							\$ -	\$ -	
0110							\$ -	\$ -	
0111							\$ -	\$ -	
0112							\$ -	\$ -	
SALARIES TOTAL							\$ 50,911	\$ 54,180	\$ 105,091
PAYROLL TAXES						Rate	48.44%	51.56%	100.00%
0151	F.I.C.A. Social Security and Medicare	SS 6.2 % rate applied to \$127.2k of gross earnings per employee				8.650%	\$ 4,404	\$ 4,687	\$ 9,090
0152	Federal Unemployment (FUTA)	Rate applied to only first \$7k of gross earnings per employee				0.000%	\$ -	\$ -	
0153	State Employment Training Tax (ETT)	Rate applied to only first \$7k of gross earnings per employee				0.000%	\$ -	\$ -	\$ -
0154	State Unemployment Insurance (UI)	Rate applied to only first \$7k of gross earnings per employee				3.500%	\$ 1,782	\$ 1,896	\$ 3,678
0155	Workers' Compensation Insurance					2.800%	\$ 1,426	\$ 1,517	\$ 2,943
PAYROLL TAXES TOTAL							\$ 7,612	\$ 8,100	\$ 15,711
EMPLOYEE BENEFITS						Rate	48.44%	51.56%	100.00%
0201	Health Insurance					12.50%	\$ 6,364	\$ 6,773	\$ 13,136

0202	Life Insurance		\$	-	\$	-	
0203	Retirement	3.50%	\$	1,782	\$	1,896	\$ 3,678
0204	Benefits Other - Specify		\$	-	\$	-	
EMPLOYEE BENEFITS TOTAL			\$	8,146	\$	8,669	\$ 16,815
TAXES & BENEFITS TOTAL			0.000%				\$ 32,526
TOTAL DIRECT (ADMIN) SALARIES, PAYROLL TAXES, AND EMPLOYEE BENEFITS							\$ 137,617
TOTAL PERCENT OF BENEFITS TO SALARIES							31.0%

Services and Supplies

INSURANCE			
0252	Liability Insurance		\$ 780
0253	Insurance Other-Specify		\$ -
INSURANCE TOTAL			\$ 780
COMMUNICATIONS			
0301	Telecommunications/data lines		\$ 7,800
0302	Answering Service		\$ 90
COMMUNICATIONS TOTAL			\$ 7,890
OFFICE EXPENSE			
0351	Office Supplies		\$ 4,306
0352	Soc Rec., Workbooks		\$ -
0353	Printing/Reproduction		\$ 600
0354	Publications		\$ -
0355	Legal Notices/Advertising		\$ -
OFFICE EXPENSE TOTAL			\$ 4,906
EQUIPMENT			
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)		\$ -
0402	Equipment Rent/Lease (Copy Machines)		\$ 150
0403	Equipment Maintenance		\$ -
EQUIPMENT TOTAL			\$ 150
FACILITIES			
0451	Rent/Lease Building		\$ 13,278
0452	Facilities Maintenance		\$ 1,124
0453	Utilities		\$ 756
FACILITIES TOTAL			\$ 15,158
TRAVEL COSTS			
0501	Staff Mileage		\$ 1,050
0502	Staff Travel (Out of County)		\$ -
0503	Staff Training/Registration		\$ 1,170
0504	Transportation		\$ 585

TRAVEL COSTS TOTAL		\$ 2,805
PROGRAM SUPPLIES		
0551	Program Supplies-Client Incentives	\$ 780
0552	Program Supplies-Curriculum	\$ -
0553	Program Supplies-Food	\$ -
PROGRAM SUPPLIES TOTAL		\$ 780
CONSULTANCY		
0601	Consultant Services (Interpretive Services)	\$ 600
0602	Contracted Services (Recruitment)	\$ 3,156
CONSULTANCY TOTAL		\$ 3,756
FISCAL AND AUDITS		
0651	Accounting/Bookkeeping (IT Support)	\$ 312
0652	External Audit	\$ 260
FISCAL AND AUDITS TOTAL		\$ 572
OTHER COSTS		
0701	Indirect Costs @ 22.3% Federally approved indirec rate based on direct labor including fringe benefits and payroll taxes	\$ 30,689
0702	Licenses/Taxes	\$ -
0703	County Administration Fee	\$ -
0749	Other Business Services	\$ -
OTHER COSTS TOTAL		\$ 30,689
ONE TIME ADVANCE - Start Up Costs		
TOTAL PROGRAM EXPENDITURES		\$ 205,103
REVENUE/MATCH		
3120	Drug Medi-Cal	
3130	State Grant	
3140	Private Donations	
3150	Client Fees	
3160	Insurance	
REVENUE/MATCH TOTAL		\$ -
NET PROGRAM BUDGET		\$ 205,103

PRIMARY CARE INTEGRATION
Clinica Sierra Vista
Substance Use Disorder (SUD)
Projected Budget - Fiscal Year 2018-19

Provider Name: Clinica Sierra Vista
Program Name: SUD Portion Only
Approved by: _____

No. of Budgeted FTEs - Admin: 2.90
No. of Budgeted FTEs - Direct: 10.10

Mailing Address: PO Box 1559
Bakersfield, CA 93302
Street Address: 1430 Truxtun Ave, Ste 400
Bakersfield, CA 93301
Phone Number: 661-397-8775 x4790
Fax Number: _____
E-mail Address: reillyc@clnicasirravista.org
power@clnicasirravista.org

Note: Billable services provided to clients classified as Direct, while admin services are Indirect								
Budget Categories-		% of FTE			Proposed Program Budget			
Line Item Description (Must be Itemized)		Annual Salary	dedicated to this program	Indirect Admin.	Direct	Indirect Admin.	Direct	Total Proposed Budget
PERSONNEL/SALARIES								
0101	Psychiatric Team	\$ 436,800	3%		100%	\$ -	\$ 13,104	\$ 13,104
0102	Substance Use Counselor (x3)	\$ 41,911	300%		100%	\$ -	\$ 125,732	\$ 125,732
0103	Receptionist (x3)	\$ 27,330	300%	100%	0%	\$ 81,990	\$ -	\$ 81,990
0104	BH Director	\$ 112,750	20%	100%	0%	\$ 22,550	\$ -	\$ 22,550
0105	Clinic Manager	\$ 86,390	30%	100%	0%	\$ 25,917	\$ -	\$ 25,917
0106	LMFT/LCSW (Waiver Requirement)	\$ 78,257	100%		100%	\$ -	\$ 78,257	\$ 78,257
0107	Case Manager (Waiver Requirement)	\$ 41,638	100%		100%	\$ -	\$ 41,638	\$ 41,638
0108								
0109								
0110								
0111								
0112								
SALARIES TOTAL						\$ 130,457	\$ 258,730	\$ 389,187
PAYROLL TAXES					Rate	33.52%	66.48%	100.00%
0151	F.I.C.A. Social Security and Medicare	SS 6.2 % rate applied to \$127.2k of gross earnings per employee			7.650%	\$ 9,980	\$ 19,793	\$ 29,773
0152	Federal Unemployment (FUTA)	Rate applied to only first \$7k of gross earnings per employee			0.000%	\$ -	\$ -	\$ -
0153	State Employment Training Tax (ETT)	Rate applied to only first \$7k of gross earnings per employee			0.000%	\$ -	\$ -	\$ -
0154	State Unemployment Insurance (UI)	Rate applied to only first \$7k of gross earnings per employee			1.930%	\$ 2,518	\$ 4,994	\$ 7,512
0155	Workers' Compensation Insurance				1.544%	\$ 2,015	\$ 3,995	\$ 6,010

PAYROLL TAXES TOTAL			\$ 14,513	\$ 28,782	\$ 43,295
EMPLOYEE BENEFITS		Rate	33.52%	66.48%	100.00%
0201	Health Insurance	12.50%	\$ 16,307	\$ 32,341	\$ 48,648
0202	Life Insurance		\$ -	\$ -	\$ -
0203	Retirement	3.50%	\$ 4,566	\$ 9,056	\$ 13,622
0204	Benefits Other - Specify		\$ -	\$ -	\$ -
EMPLOYEE BENEFITS TOTAL			\$ 20,873	\$ 41,397	\$ 62,270
TOTAL INDIRECT (ADMIN) SALARIES, PAYROLL TAXES, AND EMPLOYEE BENEFITS			\$ 165,843		
TOTAL DIRECT (ADMIN) SALARIES, PAYROLL TAXES, AND EMPLOYEE BENEFITS					\$ 494,752
TAXES & BENEFITS (BOTH INDIRECT (ADMIN) AND DIRECT TOTAL					\$ 105,565
TOTAL PERCENT OF BENEFITS TO SALARIES					27.1%

Services and Supplies

INSURANCE			
0252	Liability Insurance		\$ 780
0253	Insurance Other-Specify		\$ -
INSURANCE TOTAL			\$ 780
COMMUNICATIONS			
0301	Telecommunications/data lines		\$ 26,000
0302	Answering Service		\$ 300
COMMUNICATIONS TOTAL			\$ 26,300
OFFICE EXPENSE			
0351	Office Supplies		\$ 14,352
0352	Soc Rec., Workbooks		\$ -
0353	Printing/Reproduction		\$ 2,000
0354	Publications		\$ -
0355	Legal Notices/Advertising		\$ -
OFFICE EXPENSE TOTAL			\$ 16,352
EQUIPMENT			
0401	Purchase of Equipment (Computers/Furniture)		\$ -
0402	Equipment Rent/Lease (Copy Machines)		\$ 150
0403	Equipment Maintenance		\$ -
EQUIPMENT TOTAL			\$ 150
FACILITIES			
0451	Rent/Lease Building		\$ 23,048
0452	Facilities Maintenance		\$ 1,124
0453	Utilities		\$ 2,520
FACILITIES TOTAL			\$ 26,692
TRAVEL COSTS			

0501	Staff Mileage		\$ 3,501
0502	Staff Travel (Out of County)		\$ -
0503	Staff Training/Registration		\$ 3,900
0504	Transportation		\$ 1,950
TRAVEL COSTS TOTAL			\$ 9,351
PROGRAM SUPPLIES			
0551	Program Supplies-Client Incentives		\$ 3,000
0552	Program Supplies-Curriculum		\$ -
0553	Program Supplies-Food		\$ -
PROGRAM SUPPLIES TOTAL			\$ 3,000
CONSULTANCY			
0601	Consultant Services (Interpretive Services)		\$ 200
0602	Contracted Services (Recruitment)		\$ 500
CONSULTANCY TOTAL			\$ 700
FISCAL AND AUDITS			
0651	Accounting/Bookkeeping (IT Support)		\$ 225
0652	External Audit		\$ 260
FISCAL AND AUDITS TOTAL			\$ 485
OTHER COSTS			
0701	Indirect Costs @ HHS approved 22.3% of Direct Salaries and wages including all fringe benefits (which includes payroll taxes)		\$ 110,330
0702	Licenses/Taxes		\$ -
0703	County Administration Fee		
0749	Other Business Services		\$ -
OTHER COSTS TOTAL			\$ 110,330
ONE TIME ADVANCE - Start Up Costs			
TOTAL PROGRAM EXPENDITURES			\$ 688,892
REVENUE/MATCH			
3120	Drug Medi-Cal		
3130	State Grant		
3140	Private Donations		
3150	Client Fees		
3160	Insurance		

Electronic Health Records Software Charges

CONTRACTOR(S) understand that COUNTY utilizes NetSmart's Avatar for its Electronic Health Records management. CONTRACTOR(S) agree to reimburse COUNTY for all user license fees for accessing NetSmart's Avatar, as set forth below:

Description	Fee Per User/License				
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
NetSmart Avatar Monthly Hosting Service (per named user per month)	\$ 37.00	\$ 37.00	\$ 37.00	\$ 37.00	\$ 37.00
NetSmart Avatar Annual Maintenance/License* (per named license per year)	\$ 168.00	\$ 173.04	\$ 178.23	\$ 183.58	\$ 189.09
OrderConnect License¹ (per named license per year)	\$ 1,278.00	\$ 1,278.00	\$ 1,278.00	\$ 1,278.00	\$ 1,278.00
Reaching Recovery (per named user per year)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00

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

*Annual maintenance fee increases by 3% each FY on July 1st.

¹Includes 100 faxed pages per month. An additional fee of \$0.20 per faxed page will apply thereafter.

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

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

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

Contractor and its employees and subcontractor shall:

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

accurately describe the services provided.

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Signature : _____ Date : ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/____/____

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.

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 five axis diagnosis from the most current DSM, 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

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(S) 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(S) 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(S) 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(S) 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(S) who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR(S).

5. PATIENTS' RIGHTS

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

Medi-Cal Organizational Provider Standards

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

- D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
 - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - G. Policies and procedures are in place for dispensing, administering and storing medications.
11. For organizational providers that provide day treatment intensive or day rehabilitation, the provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Health Care Service's day treatment requirements. The COUNTY shall review the provider's written program description for compliance with the State Department of Health Care Service's day treatment requirements.
12. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three (3) years. The COUNTY may also conduct additional certification reviews when:
- The provider makes major staffing changes.
 - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
 - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
 - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
 - There is change of ownership or location.
 - There are complaints against the provider.
 - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

Fresno County Mental Health Plan

Grievances

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.

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

- Incident Report should be sent to:

DBH Program Supervisor

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) _____ Where did this happen? _____

Name/DMH # _____

1. Background information of the incident:

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

Who was affected? (If other than consumer) _____

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

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed, write comments on an 8 1/2 x 11 sheet of paper and attach to worksheet.

Outcome severity: *Nonexistent* ☐ *inconsequential* ☐ *consequential* ☐ *death* ☐ *not applicable* ☐ *unknown* ☐

4. Response: a) Corrective action, b) Plan of Action, c) Other

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

UNLAWFUL USE OF DRUGS AND ALCOHOL CERTIFICATION

I, _____, as an authorized agent of
(Print Name)
_____, acknowledge the requirement to
(Organization Name)
comply with California HSC 11999-11999.3, which authorizes the County of Fresno to terminate a contract, without penalty, if this organization or its employees, or a subcontractor or its employees fail to ensure that:

- The program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol;
- All aspects of a drug- or alcohol-related program are consistent with the “no unlawful use” message, including, but not limited to, program standards, curricula, materials, and teachings; and
- The “no unlawful use” of drugs and alcohol message contained in drug- or alcohol-related programs applies to the use of drugs and alcohol prohibited by law.

I understand that the State of California enforces an Unlawful Use policy in which there is zero tolerance for promoting the unlawful use of and drugs or alcohol in an AOD treatment facility. If this organization fails to satisfy the guidelines adopted by the State of California, the drug or alcohol program shall not receive state funds and their contract with Fresno County will be terminated.

I understand that this organization is obligated to ensure any subcontractors are informed of the requirements of HSC 11999-11999.3 and, if found in violation, will be immediately terminated.

Signature: _____

Date: _____

Title: _____



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

PRIVACY AND SECURITY AGREEMENT REGARDING AUTHORIZED ACCESS TO
CONFIDENTIAL PROTECTED HEALTH INFORMATION FOR FRESNO COUNTY DEPARTMENT
OF BEHAVIORAL HEALTH (DBH) EMPLOYEES AND/OR NON-DBH SUD SERVICES
WORKFORCE MEMBERS

OATH OF CONFIDENTIALITY

As a condition of obtaining access to any Protected Health Information (PHI) that is necessary to carry out my function with DBH, I _____, agree to not divulge any PHI to unauthorized persons. Furthermore, I maintain that I will not publish or otherwise make public any information regarding persons who receive Substance Use Disorder Services such that the persons who receive or have received such services are identifiable.

Access to such data shall be limited to Fresno County DBH personnel, subcontractors, and subcontractors' personnel who require this information in the performance of their duties and have signed an Oath of Confidentiality with DBH.

By signing this oath, I agree to uphold the security and confidentiality requirements outlined by the Medi-Cal Privacy and Security Agreement signed by DBH, surveillance and safeguarding announcements issued by DHCS, and other applicable terms and stipulations provided by the HIPAA doctrine as well as other relevant state and federal regulations.

I hereby certify my understanding of the need to:

1. Exercise due care to preserve data integrity and confidentiality.
2. Treat passwords and user accounts as confidential information.
3. Take reasonable precautions to ensure the protection of PHI from unauthorized access.
4. Notify DHCS when there is a possible security violation including unauthorized access to PHI by completing a "Privacy Incident Report" at:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> and return the completed form to: privacyofficer@dhcs.ca.gov.

I recognize that unauthorized release of confidential information may make me subject to civil and criminal sanctions pursuant to the provisions of the Welfare and Institutions Code Section 14100.2, Welfare and Institutions Code Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I further acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment or contract.

Agency Name: _____

Signature: _____

Date: _____

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

I, _____, as an authorized agent of
(Print Name)
_____, acknowledge the requirement to
(Organization Name)
comply with the Trafficking Victims Protection Act of 2000 (TVPA), specifically Section 106(g), which authorizes the County of Fresno to terminate a contract, without penalty, if this organization or its employees, or a subcontractor or its employees:

- Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procures a commercial sex act during the period of time that the award is in effect; or
- Uses forced labor in the performance of the award or subawards under the award.

I understand that the TVPA establishes human trafficking and related offenses as federal crimes and attaches severe penalties to them. I will immediately inform the County of Fresno, Department of Behavioral Health, Contracts Division – Substance Use Disorder (SUD) Services immediately of any information received from any source alleging a violation of the TVPA by either this organization or its employees, or a subcontractor or its employees during the term of this contract.

I understand that this organization is obligated to ensure any subcontractors are informed of the requirements of the TVPA and, if found in violation, will be immediately terminated. I agree to submit this signed certification annually on behalf of the organization acknowledging requirements under the TVPA and attesting that all employees will receive annual TVPA training, and that documentation of training will be placed in personnel files.

Signature: _____

Date: _____

Title: _____

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

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

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

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

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

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

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

Signature:

Date:

(Printed Name & Title)

(Name of Agency or Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

(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:	