

AGREEMENT

1
2 This AGREEMENT is made and entered into this 18th day of June, 2019 by and
3 between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter
4 referred to as "COUNTY", and KAWEAH DELTA HEALTHCARE DISTRICT (DISTRICT), a local
5 health care district organized and existing pursuant to California Health and Safety Code Sections
6 32000 *et seq.*, d.b.a KAWEAH DELTA MENTAL HEALTH HOSPITAL, whose address is 100 South
7 Akers Street, Visalia, CA 93277, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

8
9 WHEREAS, COUNTY has an Agreement with the California State Department of Health Care
10 Services (DHCS) to operate the Fresno County Mental Health Managed Care Plan in accordance with
11 Welfare and Institutions Code Section 5000 *et seq.* which sets forth COUNTY's requirements to
12 provide, to the extent available, public mental health services; and

13 WHEREAS, COUNTY is authorized to contract for the provision of Adult Psychiatric Inpatient
14 Hospital Services to Fresno County Beneficiaries eligible for such services under the Medi-Cal program,
15 pursuant to Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code,
16 and COUNTY may also determine the need to refer persons not eligible for Medi-Cal; and

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

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

23 WHEREAS, the words and terms used in this Agreement are intended to have their usual
24 meanings unless a particular or more limited meaning is associated with their usage in Sections 14712
25 *et seq.* and 14680 *et seq.* of the California Welfare and Institutions Code, or the Medi-Cal Psychiatric
26 Inpatient Hospital Services Consolidation Regulations pertaining to the rendition of health care or
27 unless specifically defined in Exhibit A "Definitions", which is attached hereto and incorporated herein
28 by reference.

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

3 1. SCOPE OF WORK

4 A. Psychiatric Services

5 1) CONTRACTOR agrees to render adult Inpatient Psychiatric Hospital
6 services to any Beneficiary in need of such services in accordance with regulations adopted pursuant
7 to Sections 14700 et seq., 14712 et seq., and 14680 et seq. of the California Welfare and Institutions
8 Code, and to Recipients referred by COUNTY or by an acute inpatient facility following medical
9 clearance of a beneficiary or recipient placed on an involuntary psychiatric hold pursuant to California
10 Welfare and Institutions Code 5150 when CONTRACTOR has the facilities available.

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

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

22 4) CONTRACTOR shall provide or arrange for the provision and
23 compensation of Physician services for Beneficiaries and Recipients as it relates to physical health
24 issues, with the exception of the initial physical and health (p&h) examination at admission which is
25 included in the day rate as provided in PAYMENT PROVISIONS, Section 12 of this Agreement.

26 5) CONTRACTOR shall, at its own expense, provide and maintain facilities
27 and professional, allied and supportive medical and paramedical personnel to provide all necessary
28 and appropriate Adult Psychiatric Inpatient Hospital Services and shall ensure that family members

1 are involved in treatment when appropriate and family is willing to participate.

2 6) CONTRACTOR shall, at its own expense, provide and maintain the
3 organizational and administrative capabilities to carry out its duties and responsibilities under this
4 Agreement and all applicable statutes and regulations pertaining to Medi-Cal contractors.

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

13 8) Adult Psychiatric Inpatient Hospital Services rendered pursuant to this
14 Agreement shall be rendered at the following facility: Kaweah Delta Mental Health Hospital, 1100
15 South Akers Street, Visalia, CA 93277, except as permitted by Section 2, DELEGATION OF
16 CONTRACTOR'S DUTIES: WHEN PERMITTED.

17 9) CONTRACTOR shall provide Adult Psychiatric Inpatient Hospital
18 Services in the same manner to persons referred by COUNTY as it provides to all patients to whom it
19 renders Adult Psychiatric Inpatient Hospital Services.

20 10) CONTRACTOR shall not discriminate in any manner, including admission
21 practices, placement in special or separate wings or rooms, nor make any provision for special or
22 separate means.

23 11) CONTRACTOR shall take such action as required by CONTRACTOR's
24 Medical Staff Bylaws against medical staff members who violate those bylaws, as the same may be
25 amended from time to time.

26 12) CONTRACTOR shall align programs, services, and practices with the
27 vision, mission, and guiding principles of the DBH, as further described in Exhibit B, "Fresno County
28 Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto and by this

1 reference incorporated herein and made part of this Agreement.

2 13) Quality of Care

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

6 a) Assure that any and all eligible Beneficiaries receive care as
7 required by Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code
8 (WIC) and assure that the same quality of care is rendered to all Recipients referred by COUNTY.

9 Payment may be denied by COUNTY when requirements of cited WIC sections are not met.

10 b) Take such action as required by CONTRACTOR's Medical Staff
11 bylaws against medical staff members who violate those bylaws, as the same may be from time to
12 time amended.

13 c) Provide Psychiatric Inpatient Hospital Services in the same
14 manner to persons covered by this Agreement as it provides to all patients to whom it renders
15 Psychiatric Inpatient Hospital Services.

16 B. Contractor's Professional And Administrative Responsibilities

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

22 C. Licensure and Certification Conditions:

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

28 2) CONTRACTOR hereby represents and warrants that it is currently, and

1 for the duration of this Agreement shall remain, certified under Title XVIII of the Federal Social Security
2 Act (42 U.S.C. Sections 1395 *et seq.*).

3 2. DELEGATION OF CONTRACTOR'S DUTIES: WHEN PERMITTED

4 A. CONTRACTOR and COUNTY recognize that the Adult Psychiatric Inpatient
5 Hospital Services to be rendered under this Agreement are personal and non-delegable, except as
6 provided in this Agreement. Any attempt by CONTRACTOR to delegate or otherwise vest
7 responsibility for performance of its duties in any manner other than those expressly permitted in this
8 Section 2 shall constitute a present material breach of this Agreement.

9 B. Except as limited by (E) of this Section 2, delegation of duties by CONTRACTOR
10 shall not constitute a present material breach only if such delegation is in conformity with one of the
11 following:

12 1) The Delegate renders the Adult Psychiatric Inpatient Hospital Services at
13 CONTRACTOR's facility or location.

14 2) For services to Medi-Cal Beneficiaries only, if the total of all payments by
15 CONTRACTOR for all delegated services not covered under this Section 2 (B) by (1) nor specially
16 authorized under (3) will not exceed five percent (5%) of the total Medi-Cal inpatient psychiatric billing
17 by CONTRACTOR in any consecutive three (3) month period, CONTRACTOR may delegate duties to
18 any qualified delegate under (C) of this Section 2 without written approval of COUNTY.

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

25 COUNTY's prior approval of a proposed delegation shall not be required
26 if CONTRACTOR can demonstrate to COUNTY that any such proposed delegation does not offend
27 the express provisions of this Section 2. Such consent is contingent upon COUNTY's good faith
28 assessment of the burdens and benefits to the Medi-Cal or COUNTY programs and potentially

1 affected Beneficiaries or Recipients of those programs.

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

8 D. All costs for services rendered by a Delegate or Delegates are included in the
9 all-inclusive rates paid to CONTRACTOR pursuant to PAYMENT PROVISIONS, Section 12 of this
10 Agreement.

11 E. As a limitation upon the authorizations set forth in this Section 2(B), no
12 delegation shall be attempted or entered if:

13 1) The Delegate is not licensed and certified to the same extent as that
14 required of CONTRACTOR under Section 6, LICENSURE AND CERTIFICATION CONDITIONS
15 of this Agreement; or

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

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

23 3. DELEGATION OF CONTRACTOR'S DUTIES: HOW ACCOMPLISHED

24 In any delegation pursuant to authorization contained in Section 2(B)(3), DELEGATION
25 OF CONTRACTOR'S DUTIES: WHEN PERMITTED, CONTRACTOR shall contract in writing with a
26 Delegate or Delegates for the assumption of the primary duty of performance of the duties assumed
27 by CONTRACTOR under the terms of this Agreement. Any written contract of delegation shall include
28 the following:

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

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

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

7 D. A warranty by the Delegate that it presently conforms, and during the life of the
8 delegation shall continue to conform, to the licensure and certification requirements exacted from
9 CONTRACTOR under Section 6, LICENSURE AND CERTIFICATION CONDITIONS, of this
10 Agreement and that its failure to abide by the terms of this warranty shall be an express condition
11 subsequently discharging CONTRACTOR from all obligations under the terms of the contract of
12 delegation.

13 E. A covenant running to COUNTY as an intended third party beneficiary of the
14 contract of delegation where by the Delegate promises:

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

19 2) To make the books and records maintained under (E)(1) of this Section 3
20 available for inspection, examination or copying by agents of COUNTY, the California State
21 Department of Health Care Services and the United States Department of Health and Human Services
22 at all reasonable times at the Delegate's place of business, or at such other location in California
23 approved in writing by COUNTY.

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

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

1 the contract of delegation.

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

5 4. ASSUMPTION OF RISK BY CONTRACTOR

6 Whether rendered directly or through the instrumentality of a Delegate as permitted
7 under this Agreement, CONTRACTOR shall bear total risk for the cost of all Adult Psychiatric Inpatient
8 Hospital Services rendered under this Agreement. As used in this section, "risk" means that
9 CONTRACTOR covenants to accept as payment in full for the Adult Psychiatric Inpatient Hospital
10 Services described herein, those payments received pursuant to Section 12, PAYMENT
11 PROVISIONS, of this Agreement. Such acceptance of the risk shall be made irrespective of whether
12 the cost of such services and related administrative expenses shall have exceeded the authorized
13 payment by COUNTY as set forth in this Agreement.

14 5. COMPLAINTS

15 CONTRACTOR shall log all complaints and the disposition of all complaints from a
16 Beneficiary or Recipient (collectively referred to as "consumers") or a Beneficiary's or Recipient's
17 family. CONTRACTOR shall provide a summary of the complaint log entries concerning COUNTY-
18 sponsored Beneficiaries or Recipients to COUNTY at monthly intervals, by the fifteenth (15th) day of
19 the following month, in a format that is mutually agreed upon. CONTRACTOR shall post signs
20 informing consumers of their right to file a complaint or grievance. CONTRACTOR shall notify
21 COUNTY of all incidents reportable to state licensing bodies that affect COUNTY consumers within
22 twenty-four (24) hours of receipt of a complaint. Consistent with consumer privacy rights;
23 CONTRACTOR shall allow Patient's Rights Advocates access to the acute psychiatric inpatient unit to
24 investigate all complaints concerning conditions in that unit.

25 Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored
26 consumers, CONTRACTOR shall provide COUNTY with information relevant to the complaint,
27 investigative details of the complaint, and the disposition of, or corrective action taken to resolve the
28 complaint. Within fifteen (15) days after CONTRACTOR submits a corrective action plan to a

1 California State licensing and/or accrediting body concerning any sentinel event, as that term is
2 defined by the licensing or accrediting agency, and within fifteen (15) days after CONTRACTOR
3 receives a corrective action order from a California State licensing and/or accrediting body to address
4 a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY.

5 6. LICENSURE AND CERTIFICATION CONDITIONS

6 CONTRACTOR hereby represents and warrants that it is currently, and for the duration
7 of this Agreement shall remain, certified by the JCAHO and licensed as a general acute care hospital
8 or acute psychiatric hospital in accordance with Section 1250 *et seq.* of the California Health and
9 Safety Code and the licensing regulations contained in Title 22 and Title 17 of the California Code of
10 Regulations.

11 7. UTILIZATION CONTROLS

12 As express conditions precedent to any authorization by COUNTY for payment
13 obligation under the terms of this Agreement: (1) CONTRACTOR shall adhere to all utilization controls
14 and obtain authorization for services in accordance with Sections 14712 and 14718 of the California
15 Welfare and Institutions Code and regulations adopted pursuant thereto; and (2) CONTRACTOR shall
16 notify COUNTY within ten (10) calendar days of the emergency admission of a Beneficiary or
17 Recipient.

18 8. TERM

19 The term of this Agreement shall be for a period of three (3) years, commencing on July
20 1, 2018 through and including June 30, 2021. This Agreement may be extended for two (2) additional
21 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30)
22 days prior to the first day of the next twelve (12) month extension period. The Director, Department of
23 Behavioral Health, or his or her designee is authorized to execute such written approval on behalf of
24 COUNTY based on CONTRACTOR's satisfactory performance.

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

27 9. TERMINATION

28 A. Non-Allocation of Funds - terms of this Agreement, and the services to be

1 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
2 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
3 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

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

- 6 1) An illegal or improper use of funds;
- 7 2) A failure to comply with any term of this Agreement;
- 8 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 9 4) Improperly performed service.

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

18 C. Without Cause - Under circumstances other than those set forth above, this
19 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's Department of
20 Behavioral Health Director, or designee, upon the giving of ninety (90) days advance written notice of
21 an intention to terminate.

22 10. APPOINTMENT OF LIAISONS AND AGENCY STATUS OF CONTRACTOR'S LIAISON

23 A. CONTRACTOR shall designate in writing a person to act as liaison to COUNTY.
24 Such person shall coordinate all communications between the parties. The written designation of such
25 person shall constitute the conferral of full agency powers to bind CONTRACTOR as principal in all
26 dealings with COUNTY/Department(s).

27 B. COUNTY shall designate a liaison in conformity with the procedures and with
28 such authority as specified in Section 40, ONSITE REVIEWS & LIAISON SERVICES BY DBH, of this

1 Agreement. In addition, a COUNTY Admitting Interviewer shall certify Universal Method of
2 Determining Ability to Pay (UMDAP) qualification for Recipients referred by COUNTY. COUNTY shall
3 also designate a Case Manager to coordinate discharges of Medi-Cal and UMDAP clients.

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

5 Director or Designee
6 Department of Behavioral Health
7 1925 E. Dakota Ave
8 Fresno, CA 93726

8 11. UMDAP APPLICATION

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

18 12. PAYMENT PROVISIONS

19 A. Rate Structure:

20 1) Beneficiaries:

21 For Beneficiaries, provided that there shall first have been a submission
22 of claims in accordance with Section 12(D) of this Agreement, and payment authorization from
23 COUNTY, CONTRACTOR shall be paid by the State Department of Health Care Services at the
24 following all-inclusive rate per patient per day for acute Adult Psychiatric Inpatient Hospital Services,
25 excluding professional fees, based on the following accommodation codes:

26 ///

27 ///

28 ///

<u>Description</u>	<u>Accommodation Code</u>	<u>Rate</u>
Administrative Day	169	\$597.34 (effective 8/1/18)
Room & Board, Semi-Private 2-Bed, Psychiatric	124	\$1,273.00 (Fiscal Year 2018-19)

2) Recipients:

For Recipients specifically referred by COUNTY to CONTRACTOR, provided that there shall first have been a submission of claims in accordance with Section 12(D) of this Agreement, CONTRACTOR shall be paid by COUNTY at the following all-inclusive rate per patient per day for acute Adult Psychiatric Inpatient Hospital Services excluding professional fees based on the following accommodation codes:

<u>Description</u>	<u>Accommodation Code</u>	<u>Rate</u>
Administrative Day	169	\$597.34 (effective 8/1/18)
Room & Board, Semi-Private 2-Bed, Psychiatric	124	\$1,273.00 (Fiscal Year 2018-19)

The maximum amount payable to CONTRACTOR by COUNTY for Adult Psychiatric Inpatient Hospital Services provided by CONTRACTOR to Recipients, under the terms and conditions of this Agreement, is Two Million Two Hundred Fifty Thousand and No/100 Dollars (\$2,250,000.00) for each twelve (12)-month period of this Agreement. The maximum amount payable under this Agreement throughout the term of this Agreement, which includes a three-year base contract and two optional one-year extensions, is Eleven Million Two Hundred Fifty Thousand and No/100 Dollars (\$11,250,000.00). COUNTY shall pay CONTRACTOR, in arrears for services provided during the previous month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by COUNTY.

For those Beneficiaries and Recipients determined by COUNTY staff to meet medical necessity criteria for acute inpatient hospitalization and referred by COUNTY and admitted to the facility; and should the retrospective review of the client record fail to meet Medi-Cal medical necessity criteria, COUNTY will compensate CONTRACTOR at the rate of One Thousand Two Hundred Seventy-Three and No/100 Dollars (\$1,273.00) per day of admission in these instances. If client is a Beneficiary, COUNTY will adjust the Treatment Authorization Request (TAR) in accordance

1 with Medi-Cal medical necessity criteria to prevent an incorrect claim to the State. If Medi-Cal funding
2 is subsequently secured, CONTRACTOR will credit COUNTY the appropriate amount. It is
3 understood by COUNTY and CONTRACTOR that the California Department of Health Care Services
4 Rate Development Branch is responsible for establishing the administrative day rate during each State
5 fiscal year, which may supersede the rate stated herein. It is further understood by COUNTY and
6 CONTRACTOR that Kaweah Delta Mental Health Hospital's Psychiatric Inpatient Day Rate (Room &
7 Board, Semi-Private, 2-bed, Psychiatric) is established based on negotiations with Tulare County
8 during each fiscal year, which may supersede the rate stated herein. Said rate adjustment(s) shall be
9 approved by COUNTY's DBH Director, or designee and CONTRACTOR and become part of this
10 Agreement. Any rate adjustment shall not result in an increase to the maximum compensation of the
11 Agreement as stated herein.

12 B. Physician Services:

13 Non-psychiatric Physician services and medically necessary physical health
14 services provided post admittance of a COUNTY Beneficiary or Recipient covered under this
15 Agreement, are not covered under this Agreement and shall not be paid by the COUNTY.

16 C. Transportation Services:

17 In the event transportation services are required by those patients receiving Adult
18 Psychiatric Inpatient Hospital Services, such transportation services and the cost and expense thereof
19 shall be the sole responsibility of the COUNTY.

20 D. Billing Procedures as Express Conditions Precedent to COUNTY's Authorization
21 for Payment:

22 1) As an express condition precedent to COUNTY's authorization for
23 payment under this Section 12 of this Agreement, CONTRACTOR shall determine that Adult
24 Psychiatric Inpatient Hospital Services rendered are not covered, in whole or in part, under any State
25 of California or Federal medical care program other than Medi-Cal, Medicare, or under any other
26 contractual or legal entitlement, including, but not limited to, a private group indemnification or
27 insurance program or worker's compensation. To the extent that such coverage is available, the
28 payment received by CONTRACTOR from such coverage will reduce COUNTY's payment obligation

1 for a combined amount not to exceed the all-inclusive rate pursuant to Section 12(A). The
2 Beneficiary's or individual's share of cost, i.e., payments required to be made by Beneficiary or
3 individuals under applicable insurance policies, etc., will also reduce the State's Medi-Cal payment
4 obligation or COUNTY's payment obligation, by the amount of the share of cost.

5 2) As a further express condition precedent to any COUNTY authorization
6 for payment under Section 12(A) of this Agreement, CONTRACTOR shall submit claims addressed to
7 Fresno County Mental Health Plan, 1925 E. Dakota Ave, Fresno, CA 93726: Attention Division
8 Manager, for all services rendered to adult person covered under the terms of this Agreement, in
9 accordance with the applicable billing requirements contained in Section 5778 of the California
10 Welfare and Institutions Code and the regulations adopted thereto.

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

21 E. Recovery of Overpayments to CONTRACTOR, Liability for Interest:

22 1) When an audit performed by COUNTY, the California State Department
23 of Health Care Services, the California State Controller's Office, or any other authorized agency
24 discloses that CONTRACTOR has been overpaid under this Agreement, pursuant to Section 12(A),
25 CONTRACTOR covenants that any such overpayment may be recouped by COUNTY by reducing
26 future payment or invoicing the CONTRACTOR for such overpayment.

27 2) Overpayments determined as a result of audits of periods prior to the
28 effective date of this Agreement may be recouped by COUNTY withholding authorization of the

1 amount due from what would otherwise be COUNTY liability under this Agreement, seeking recovery
2 by payment from CONTRACTOR, or a combination of these two methods.

3 3) When recoupment or recovery is sought under Section 12(E) of this
4 Agreement, CONTRACTOR may appeal according to applicable procedural requirements of Sections
5 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code, with the following
6 exceptions:

7 a) The recovery or recoupment shall commence sixty (60) days after
8 issuance of account status or demand resulting from an audit or review and shall not be deferred by
9 the filing of a request for an appeal according to the applicable regulations.

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

13 F. Customary Charges Limitation:

14 1) Notwithstanding any other provision in this Agreement, COUNTY's
15 authorization for payment to CONTRACTOR shall not exceed CONTRACTOR's total customary
16 charges for like services during each hospital fiscal year, or part thereof, in which this Agreement is in
17 effect. COUNTY may recoup any excess of total payments above such total customary charges under
18 Section 12(E).

19 2) As used in Section 12(F)(1), "customary charges" is defined as those
20 uniform charges listed in a CONTRACTOR's established fee schedule, which is in effect and applied
21 consistently to most patients and recognized for program reimbursement. Where a CONTRACTOR
22 does not have an established fee schedule in effect and applied to most patients, the determined
23 "customary charges" are the most frequent or typical charges imposed uniformly for given items or
24 services. However, in either case, in order to be considered customary charges, they must actually be
25 imposed uniformly on most patients and actually be collected from a substantial percentage of patients
26 liable for payment on a charge basis. Such charges must also be recognized for program
27 reimbursement (see Department of Health and Human Services, Health Care Financing
28 Administration, Medicare Provider Reimbursement Manual, Part 1 ("HCFA 15-1"), Chapter 26 Section

1 2604.3), and are defined in conformity with 42 USC Section 1395f, 42 CFR Part 413 and the
2 regulations promulgated pursuant thereto.

3 13. FUNDING

4 In the event that funding for these services is delayed by the State Controller, COUNTY
5 my defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the
6 amount of funding delayed by the State Controller to COUNTY. The period of time of the deferral by
7 COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY
8 plus forty-five (45) days.

9 14. INDEPENDENT CONTRACTOR

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

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

1 15. MODIFICATION

2 Any matters of this Agreement may be modified from time to time by the written consent
3 of all the parties without, in any way, affecting the remainder. Rate changes as a result of the action
4 by the California Department of Health Care Services Rate Development Branch, as provided in
5 PAYMENT PROVISIONS, Section 12(A) of this Agreement, may be approved by COUNTY's DBH
6 Director, or designee and CONTRACTOR. In addition, rate changes may be approved by the written
7 approval of the COUNTY's Department of Behavioral Health Director or designee; said rate changes
8 shall not result in any change to the maximum compensation amount payable to CONTRACTOR, as
9 stated herein.

10 16. BENEFICIARY ELIGIBILITY

11 This Agreement is not intended to change the determination of Medi-Cal eligibility for
12 Beneficiaries in any way. However, in the event the California State Legislature or Congress of the
13 United States enacts a statute which redefines Medi-Cal eligibility so as to affect the provision of
14 Psychiatric Inpatient Hospital Services under this Agreement, this new definition shall apply to the
15 terms of this Agreement. The parties agree to negotiate in good faith regarding an amendment to the
16 contract if any such statute changes substantially alters the terms of the existing agreement.

17 17. LIMITED ENGLISH PROFICIENCY (LEP)

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

1 CONTRACTOR's services.

2 18. CULTURAL COMPETENCE

3 As related to Cultural and Linguistic Competence:

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

9 B. CONTRACTOR shall comply with requirements of policies and procedures for
10 ensuring access and appropriate use of trained interpreters and material translation services for all
11 limited and/or no English proficient beneficiaries, including, but not limited to, assessing the cultural
12 and linguistic needs of the beneficiaries, training of staff on the policies and procedures, and
13 monitoring its language assistance program. CONTRACTOR's policies and procedures shall ensure
14 compliance of any subcontracted providers with these requirements.

15 C. CONTRACTOR shall notify its beneficiaries that oral interpretation is available for
16 any language and written translation is available in prevalent languages and that auxiliary aids and
17 services are available upon request, at no cost and in a timely manner for limited and/or no English
18 proficient beneficiaries and/or beneficiaries with disabilities. CONTRACTOR shall avoid relying on an
19 adult or minor child accompanying the beneficiary to interpret or facilitate communication; however, if
20 the beneficiary refuses language assistance services, the CONTRACTOR must document the offer,
21 refusal and justification in the beneficiary's file.

22 D. CONTRACTOR shall ensure that employees, agents, subcontractors, and/or
23 partners who interpret or translate for a beneficiary or who directly communicate with a beneficiary in a
24 language other than English: (1) have demonstrated proficiency in the beneficiary's language; (2) can
25 effectively communicate any specialized terms and concepts specific to CONTRACTOR's services;
26 and (3) adheres to generally accepted interpreter ethic principles.

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1 E. CONTRACTOR's accreditation under Joint Commission will address all fifteen
2 (15) National Standards for Culturally and Linguistically Appropriate Services (CLAS), as published by
3 the Office of Minority Health.

4 F. As requested by COUNTY, CONTRACTOR shall report on the completion of
5 cultural competency trainings as governed by the Joint Commission and California Department of
6 Managed Health Care.

7 19. NON-ASSIGNMENT

8 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
9 duties under this Agreement without the prior written consent of the other party, except as provided
10 under Section 2, DELEGATION OF CONTRACTOR'S DUTIES: WHEN PERMITTED, of this
11 Agreement.

12 20. HOLD-HARMLESS

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

24 21. INSURANCE

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

1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million
3 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).
4 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
5 including completed operations, products liability, contractual liability, Explosion-Collapse-Underground,
6 fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

7 B. Automobile Liability

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

11 C. Professional Liability

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

15 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
16 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than
17 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
18 aggregate.

19 D. Worker's Compensation

20 A policy of Worker's Compensation insurance as may be required by the
21 California Labor Code.

22 E. Sexual Abuse/Molestation Liability

23 CONTRACTOR serving vulnerable classes of persons (e.g., children, elderly)
24 shall maintain Sexual Abuse / Molestation Liability Insurance with limits of not less than One Million
25 Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This
26 policy shall be issued on a per occurrence basis.

27 F. Cyber Liability

28 Cyber Liability Insurance, with limits not less than Two Million Dollars

1 (\$2,000,000.00) per occurrence or claim, Two Million Dollars (\$2,000,000.00) aggregate. Coverage
2 shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR
3 in this agreement and shall include, but not be limited to, claims involving infringement of intellectual
4 property, including but not limited to infringement of copyright, trademark, trade dress, invasion of
5 privacy violations, information theft, damage to or destruction of electronic information, release of
6 private information, alteration of electronic information, extortion and network security. The policy shall
7 provide coverage for breach response costs as well as regulatory fines and penalties as well as credit
8 monitoring expenses with limits sufficient to respond to these obligations.

9 Additional Insurance Obligations

10 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
11 employees any amounts paid by the policy of worker's compensation insurance required by this
12 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
13 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
14 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

15 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
16 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
17 Agreement upon the occurrence of such event. All policies shall be issued by admitted insurers
18 licensed to do business in the State of California, and such insurance shall be purchased from
19 companies possessing a current A.M. Best, Inc. rating of A FSC VII or better, or through a program of
20 self-insurance that is acceptable to the COUNTY's Risk Management Division. Within thirty (30) days
21 from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide a
22 certificate of insurance or other documentation identifying the types and level of coverage to the County
23 of Fresno, 1925 E. Dakota Ave, Fresno, CA 93726, Attention: Mental Health Plan, stating that such
24 insurance coverage have been obtained and are in full force; that the County of Fresno, its officers,
25 agents and employees will not be responsible for any premiums on the policies; and that for such
26 worker's compensation insurance the CONTRACTOR has waived its right to recover from the
27 COUNTY, its officers, agents, and employees any amounts paid under the insurance policy.

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1 22. REFERENCES TO LAWS AND RULES

2 In the event any law, regulation, or policy referred to in this Agreement is amended
3 during the term thereof, the parties hereto agree to comply with the amended provision as of the
4 effective date of such amendment. The parties agree to negotiate in good faith regarding an
5 amendment to the contract if any such statute changes substantially alters the terms of the existing
6 agreement.

7 23. CONFIDENTIALITY OF INFORMATION

8 Notwithstanding any other provision of this Agreement, names of persons receiving
9 public social services are confidential and are to be protected from unauthorized disclosure in
10 accordance with Title 45, Code of Federal Regulations Section 205.50; Sections 5328, 10850 and
11 14100.2 of the California Welfare and Institutions Code; and, regulations adopted pursuant thereto.
12 For the purpose of this Agreement, all information, records, and data elements pertaining to
13 Beneficiaries shall be protected by CONTRACTOR from unauthorized disclosure.

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

17 24. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

18 COUNTY and CONTRACTOR each consider and represent themselves as covered
19 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
20 104-191(HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

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

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

28 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require

1 CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI,
2 as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code
3 of Federal Regulations (CFR).

4 25. ASSURANCES

5 In entering into this Agreement, CONTRACTOR certifies that it or any of its officers are
6 not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
7 Health Care Programs: that it or any of its officers have not been convicted of a criminal offense
8 related to the provision of health care items or services; nor has it, or any of its officers, been
9 reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension,
10 debarment, or ineligibility. If COUNTY learns, subsequent to entering into this Agreement, that
11 CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from
12 responsibility for, or involvement with, COUNTY's business operations related to the Federal Health
13 Care Programs and shall remove such CONTRACTOR from any position in which CONTRACTOR's
14 compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR may be
15 paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal
16 Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health
17 Care Programs.

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

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

1 and or (3) they have been reinstated to participate in the Federal Health Care Programs after a period
2 of exclusion, suspension, debarment, or ineligibility.

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

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

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

26 1) CONTRACTOR agrees to notify COUNTY immediately during the term of
27 this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each
28 case, is providing professional services under Section 1, SCOPE OF WORK, of this Agreement is

1 excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care
2 Programs, or is convicted of a criminal offense relating to the provision of health care services.

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

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

12 26. NON-DISCRIMINATION

13 During the performance of this Agreement, CONTRACTOR(S) and its subcontractors
14 shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national
15 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital
16 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and
17 veteran status, nor shall they discriminate unlawfully against any employee or applicant for
18 employment because of race, religious creed, color, national origin, ancestry, physical disability,
19 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
20 gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall
21 insure that the evaluation and treatment of employees and applicants for employment are free of such
22 discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair
23 Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder
24 (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3,
25 Title 2 of the Government Code (Gov. Code §§11135-11139), and the regulations or standards
26 adopted by the awarding state agency to implement such article. Contractor shall permit access by
27 representatives of the Department of Fair Employment and Housing and the awarding state agency
28 upon reasonable notice at any time during the normal business hours, but in no case less than 24

1 hours' notice, to such of its books, records, accounts, and all other sources of information and its
2 facilities as said Department or Agency shall require to ascertain compliance with this clause.
3 CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to
4 labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code
5 Regs., tit. 2, §11105.) CONTRACTOR shall include the Non-Discrimination and compliance provisions
6 of this clause in all subcontracts to perform work under the Agreement.

7 27. GOVERNING AUTHORITIES

8 A. This Agreement shall be governed and constructed in accordance with:

9 1) Part 2.5, Division 5 of the California Welfare and Institutions Code and
10 regulations adopted pursuant thereto and all other applicable State of California laws and regulations
11 according to their content on the effective date stipulated in Section 8, TERM, of this Agreement;

12 2) Titles 42 and 45 of the Code of Federal Regulations and all other
13 applicable Federal laws and regulations according to their content on and after the Agreement's;
14 effective date stipulated in Section 8, except those provisions or applications of those provisions
15 waived by the Secretary of the Department of Health and Human Services; and

16 3) The laws of the State of California.

17 B. Any provision of this Agreement in conflict with the laws and regulations
18 stipulated in SCOPE OF WORK Section 1(A) and/or this Section 28(A) is hereby amended to conform
19 to any restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term,
20 or funding of this Agreement. Such amendment of the Agreement shall be effective on the effective
21 date of the statute or regulation necessitating it, and shall be binding on the parties even though such
22 amendment may not have been reduced to writing and formally agreed upon and executed by the
23 parties as provided in Section 14, INDEPENDENT CONTRACTOR, of this Agreement.

24 28. CONFORMANCE WITH FEDERAL REGULATIONS AND STATE STATUTES

25 A. CONTRACTOR stipulates that this Agreement, in part, implements Title XIX of
26 the Federal Social Security Act (42 U.S.C. §§1396 *et seq.*) and, accordingly, covenants that it will
27 conform to such requirements and regulations as the United States Department of Health and Human
28 Services may issue from time to time, pursuant to Title XIX of the Federal Social Security Act, except

1 for those provisions waived by the Secretary of the United States Department of Health and Human
2 Services.

3 B. CONTRACTOR shall comply with the provisions of Title 42,CFR, Section
4 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes
5 parties listed on the General Services Administration's list of parties excluded from federal
6 procurement or non-procurement programs from having a relationship with the Contractor.

7 C. CONTRACTOR shall not employ or contract with provider or other individuals
8 and entities excluded from participation in Federal health care programs under either Section 1128 or
9 1128A of the Social Security Act. Federal financial participation is not available for amounts expended
10 for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for
11 emergency services.

12 29. CONFLICT OF INTEREST

13 A. This Agreement shall be terminated immediately if COUNTY determines that a
14 COUNTY or State of California employee responsible for development, negotiation, contract
15 management or supervision of this Agreement has a financial interest in the Agreement as that term is
16 defined in Section 87013 of the California Government Code and the regulations adopted pursuant
17 thereto.

18 B. No officer, agent, or employee of COUNTY who exercises any function or
19 responsibility for planning and carrying out the services provided under this Agreement shall have any
20 direct or indirect personal financial interest in this Agreement.

21 C. In addition, no employee of COUNTY shall be employed by CONTRACTOR to
22 fulfill any contractual obligations with COUNTY. CONTRACTOR shall also comply with all Federal,
23 State of California, and local conflict of interest laws, statutes, and regulations, which shall be
24 applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of
25 COUNTY.

26 30. DISCLOSURE OF SELF-DEALING TRANSACTIONS

27 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-
28 profit or non-profit corporation) or if during the term of this Agreement, CONTRACTOR changes its

1 status to operate as a corporation.

2 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
3 transactions that they are a party to while CONTRACTOR is providing goods or performing services
4 under this Agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is
5 a party and in which one or more of its directors has a material financial interest. Members of the
6 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing
7 and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit D), attached hereto and incorporated
8 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
9 transaction or immediately thereafter.

10 31. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

11 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or
12 managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104,
13 and 455.106(a)(1),(2). In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and
14 455.106(a)(1),(2), the following information must be disclosed by CONTRACTOR by completing
15 Exhibit E, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this
16 reference incorporated herein. CONTRACTOR shall submit this form to the Department of Behavioral
17 Health within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR
18 shall report any changes to this information within thirty-five (35) days of occurrence by completing
19 Exhibit E. Submissions shall be scanned pdf copies and are to be sent via email to
20 dbhcontractedservicesdivision@fresnocountyca.gov, Attention: Contracts Administration.

21 32. DISCLOSURE OF CRIMINAL HISTORY & CIVIL ACTIONS

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

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

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

1 transaction;

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

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

5 4) False statements or receipt of stolen property.

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

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

15 CONTRACTOR may sign a "Certification Regarding Debarment, Suspension, and Other
16 Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit F attached
17 hereto and by this reference incorporated herein, or complete Exhibit E every twelve-month period in
18 response to COUNTY's request for documentation. Additionally CONTRACTOR must immediately
19 advise the COUNTY in writing if, during the term of the Agreement: (1) CONTRACTOR becomes
20 suspended, debarred, excluded or ineligible for participation in federal or state funded programs or
21 from receiving federal funds as listed in the excluded parties list system (<http://www.sam.gov>); or (2)
22 any of the above listed conditions become applicable to CONTRACTOR. CONTRACTOR shall
23 indemnify, defend and hold the COUNTY harmless for any loss or damage resulting from a conviction,
24 debarment, exclusion, ineligibility or other matter listed in the signed "Certification Regarding
25 Debarment, Suspension, and Other Responsible Matters".

26 33. WAIVER

27 Notwithstanding any provision herein to the contrary, any delay or failure to require
28 performance, or failure to insist upon strict compliance with any of the terms, covenants, conditions or

1 provisions of this Agreement shall not constitute or be deemed a waiver of such term, covenant,
2 condition or provision, nor shall any waiver or relinquishment of any right or power hereunder at any
3 one time or more times be deemed a waiver or relinquishment of such right or power at any other time
4 or times. Any waiver granted by a party must be in writing to be effective and shall apply solely to the
5 specific instance expressly stated.

6 34. FORCE MAJEURE

7 Neither party shall be liable or deemed to be in default for any delay or failure in
8 performance under this Agreement or other interruption of service deemed to result, directly or
9 indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires,
10 explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either
11 party's employees, or any other similar cause beyond the reasonable control of either party unless
12 such delay or failure in performance is expressly addressed elsewhere in this Agreement.

13 35. UTILIZATION CONTROLS

14 As express conditions precedent to any authorization by COUNTY for payment
15 obligations under the terms of this Agreement: (1) CONTRACTOR shall adhere to all utilizations
16 controls and obtain authorization for services in accordance with Sections 5777 and 5778 of the
17 California Welfare and Institutions Code and regulations adopted pursuant thereto; and (2)
18 CONTRACTOR shall notify COUNTY within ten (10) calendar days of the emergency admission of a
19 Beneficiary or Recipient.

20 36. AGREEMENT ADMINISTRATOR-DELEGATION OF AUTHORITY

21 COUNTY will administer this Agreement through a single administrator, the Director or
22 designee, Fresno County Department of Behavioral Health. Until such time as COUNTY gives
23 CONTRACTOR written notice of a successor appointment, the person designated above shall make
24 all determinations and take all actions necessary to administer this Agreement, subject to the
25 limitations of California laws and California State administrative regulations. No person other than the
26 Director or designee shall be considered to have the delegated authority of, or to be acting on
27 behalf of, the Director or designee unless the Director or designee has expressly stated in writing that
28 the person is acting as his/her authorized agent.

1 37. NOTIFICATION OF ADMISSION

2 CONTRACTOR shall notify COUNTY within 24 hours, or next business day, of all
3 Beneficiaries and or Recipients admitted for services, if those admitted are not direct referrals of
4 COUNTY.

5 38. MENTAL HEALTH CERTIFICATION REVIEW HEARINGS

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

11 39. DISCHARGE PLANNING AND CARE COORDINATION

12 All parties, pursuant to the Mental Health Plan, shall participate as needed in discharge
13 planning and care coordination to ensure that each person hospitalized is supported through the
14 transition process with necessary outpatient mental health and other necessary services once the
15 client is discharged. COUNTY staff will not be responsible for the outcome of the discharge planning
16 or the bed utilization of the clients.

17 40. HEADINGS

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

20 41. PATIENTS RIGHTS

21 CONTRACTOR, or any Delegate performing the covenants of CONTRACTOR pursuant
22 to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on patient
23 rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section
24 5325.1 of the California Welfare and Institutions Code and Title 42 Code of Federal Regulations
25 Section 438.100. Complaints by Beneficiaries or Recipients with regard to substandard conditions
26 may be investigated by COUNTY's Patient's Rights Advocate, COUNTY, the State Department of
27 Health Care Services, the JCAHO, or such other agency, as required by law or regulation.

28 42. REPORTING

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

4 43. IMPLEMENTATION PLAN

5 CONTRACTOR's services and processes for implementation as identified in this
6 Agreement, shall incorporate COUNTY's "Implementation Plan for Psychiatric Inpatient Hospital
7 Services Consolidation" incorporated herein by reference. COUNTY promptly shall furnish a copy of
8 such plan to CONTRACTOR upon request. Upon the giving of thirty (30) days advance written notice
9 to CONTRACTOR, any and all changes to such plan shall be incorporated herein and become part of
10 this Agreement.

11 44. RECORDS AND AUDIT PROVISIONS

12 A. On-Site Reviews:

13 1) Agents of COUNTY and the California State Department of Health Care
14 Services shall conduct audits or reviews, including on-site audits or reviews, of performance under this
15 Agreement. These audits or reviews may evaluate the following:

- 16 a) Level and quality of care and the necessity and appropriateness of
17 the services provided;
- 18 b) Internal procedures for assuring efficiency, economy and quality of
19 care;
- 20 c) Compliance with COUNTY Client Grievance Procedures;
- 21 d) Monitoring of Beneficiary complaints; and
- 22 e) Financial records for fiscal audits when determined necessary to
23 protect public funds.

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

27 3) On-site reviews and audits shall occur during normal working hours with
28 at least a seventy-two (72) hour notice, except that unannounced on-site reviews and requests for

1 information may be made in those exceptional situations where arrangement of an appointment
2 beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

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

4 CONTRACTOR covenants that the following shall occur:

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

8 2) The above information shall be maintained in accordance with Medicare
9 principles of reimbursement and generally accepted accounting principles and shall be consistent with
10 the requirement of the California Office of Statewide Health Planning and Development.

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

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

22 5) It shall preserve and make available its records relating to payments
23 made under this Agreement for a period of six (6) years from the close of CONTRACTOR's fiscal year,
24 or for such longer period as may be required by Subsections (a) and (b) herein below.

25 a) If this Agreement is terminated, the records relating to the work
26 terminated shall be preserved and made available for a period of six (6) years from the date of the last
27 payment made under the Agreement.

28 b) If any litigation, claim, negotiation, audit or other action involving

1 the records has been started before the expiration of the six (6) year period, the related records shall
2 be retained until completion and resolution of all issues arising there from or until the end of the six (6)
3 year period, whichever is later.

4 45. AUDITS AND INSPECTIONS

5 CONTRACTOR shall at any time during business hours, once every twelve-month
6 period, and with at least a seventy-two (72) hour notice, make available to COUNTY for examination all
7 of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall,
8 upon request by COUNTY, permit COUNTY to audit and inspect all such records and data necessary
9 to ensure CONTRACTOR's compliance with the terms of this Agreement.

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

13 46. NOTICES

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director, Fresno County Department of Behavioral Health 1925 E. Dakota Ave Fresno, CA 93726	Kaweah Delta Health Care District d.b.a Kaweah Delta Mental Health Hospital Attention: COO 400 W. Mineral King Avenue Visalia, CA 93291

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

24 47. GOVERNING LAW

25 The parties agree, that for the purposes of venue, performance under this Agreement is
26 to be in Fresno County, California. The rights and obligations of the parties and all interpretation and
27 performance of this Agreement shall be governed in all respects by the laws of the State of California.

28 48. ENTIRE AGREEMENT

1 This Agreement constitutes the entire agreement between the CONTRACTOR and
2 COUNTY with respect to the subject matter hereof and supersedes all previous agreement
3 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of
4 any nature whatsoever unless expressly included in this Agreement.

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

CONTRACTOR

COUNTY OF FRESNO

KAWEAH DELTA HEALTH CARE DISTRICT d.b.a. KAWEAH DELTA MENTAL HEALTH HOSPITAL



(Authorized Signature)

Tom Bayner
Print Name

Sr. VP/COO

Title (Chairman of Board, or President, or CEO)



(Authorized Signature)

Malinda Tupper
Print Name

VP/CEO

Title (Secretary of Corporation, or Chief Financial Officer/Treasurer, or any Assistant Secretary or Treasurer)



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

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

By: Susan Bishop
Deputy

Mailing Address:
400 W. Mineral King Avenue
Visalia, CA 93291
Phone No.: (559) 624-3723
Contact: Administrator, Kaweah Delta
Mental Health Hospital

FOR FRESNO COUNTY ACCOUNTING USE ONLY:
Fund/Subclass: 0001/10000
Organization: 56302666 (\$2,250,000 per 12-month period; \$11,250,000 contract maximum)
Account/Program: 7295/0

DEFINITIONS

1. Administrative Day: “Administrative Day” means those days authorized by COUNTY in an acute inpatient facility when, due to lack of an available nursing facility, the Beneficiary’s or Recipient’s stay at an acute inpatient facility must be continued beyond the Beneficiary’s or Recipient’s need for acute care.
2. Beneficiary: “Beneficiary” means an adult person certified as eligible for services under the Medi-Cal program according to section 41001, Title 22, California Code of Regulations who is a Fresno County Beneficiary and is designated by “County Code 10”.
3. Delegate: “Delegate” means any natural or corporate person to whom PROVIDER transfers, pursuant to the terms of this Agreement, the primary responsibility to perform any covenant assumed by PROVIDER in this Agreement.
4. Department: “Department” means the California State Department of Health Care Services.
5. Fiscal Intermediary: “Fiscal Intermediary” means the entity which has contracted with the Department of Health Care Services to perform services for the Medi-Cal program pursuant to section 14104.3 of the Welfare and Institutions Code.
6. Recipients: “Recipients” refers to all adult persons, including without limitation low income, uninsured and under-insured persons, who qualify for mandated health services under the Uniform Method for Determining Ability to Pay (UMDAP) under sections 5709 and 5710 of the California Welfare and Institutions Code as determined by COUNTY.
7. Psychiatric Inpatient Hospital Services: “Psychiatric Inpatient Hospital Services” means services, to include but not limited to, facilities, professional, allied and supportive medical and paramedical personnel as provided either in an acute care hospital or a free-standing psychiatric hospital to Beneficiaries and Recipients referred by COUNTY, for the care and treatment of an acute episode of mental illness.
8. Medically Necessary Services: as defined by California Code of Regulations, Title 9, Chapter 11, Section 1820.205 identified in Exhibit B which is attached hereto and incorporated herein.
9. Physician and Transportation Services: “Physician Services” are those services provided by a physician(s) during an acute inpatient stay. “Transportation Services” means those services provided for transport to or from an acute inpatient facility or to or from an appropriate facility.
10. Physician Services: “Physician Services” means those services provided by a physician(s) or Psychologist(s) during an acute inpatient stay.
11. May: “May” is used to indicate a permissive or discretionary term or function.
12. Shall: “Shall” is used to indicate a mandatory term of function when used in a covenant of either COUNTY or PROVIDER.
13. Or: “Or” is not exclusive
14. Will: “Will” is used to indicate a mandatory term or function when used in a covenant or either COUNTY or PROVIDER.
15. Day of Discharge: “Day of Discharge” means the day from 12:00 midnight to 11:59 P.M. where the Beneficiary or Recipient is discharged from PROVIDER’s facility.
16. Includes and Including: “Includes” and “Including” are not limiting (e.g., “including” means “including without limitation”).

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

UMDAP Application

CLIENT INFORMATION

1. Name	Date of Birth	File Number
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RESPONSIBLE PARTY INFORMATION

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

THIRD PARTY INFORMATION

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

FINANCIAL LIABILITY

Schedule of Asset Allowances
Persons

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

ASSET DETERMINATION

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

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

UMDAP Application

ALLOWABLE EXPENSES

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

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

Name _____ Address _____

35. Adjusted by _____ Reason _____

36. Approved by _____ Date _____

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

Signature of Patient or Responsible Person

Date

38. An explanation of the UMDAP liability was provided.

Signature of Interviewer

Date

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:	

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

YES NO

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

Signature: _____

(Printed Name & Title)

Date: _____

(Name of Agency or Company)