

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between JDT Consultants, Inc., a California Corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. The County, through its Department of Behavioral Health (DBH) is a Mental Health Plan (MHP) and is in need of a Contractor to provide Therapeutic Behavioral Services (TBS) to certain County Medi-Cal beneficiaries; and

B. Contractor is qualified and willing to provide such TBS pursuant to the terms and conditions of the Agreement.

C. County entered into Agreement No. 18-699 with Contractor on December 11, 2018, and an Amendment to said Agreement on November 8, 2022, collectively Agreement No. 22-506; and

D. Changes to the agreement are necessary due the Department of Health Care Services’ implementation of California Advancing and Innovating Medi-Cal (CalAIM), which includes a new billing structure that Contractors must utilize; and

E. This Agreement shall replace, restate, and supersede Agreement No. 22-506 in its entirety.

The parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

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

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

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

1 under this Agreement, including but not limited to workers compensation, labor, and  
2 confidentiality laws and regulations.

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

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

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

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

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

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

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

13 (G) Balanced Budget Act of 1997;

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

15 (I) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory  
16 guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and  
17 Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of  
18 County's, state or federal contracts governing services for persons served.

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

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

26 1.4 **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings  
27 consisting of staff from County's DBH to discuss service requirements, data reporting, training,  
28 policies and procedures, overall program operations and any problems or foreseeable problems

1 that may arise. Contractor shall also participate in other County meetings, such as but not  
2 limited to quality improvement meetings, provider meetings, Behavioral Health Board meetings,  
3 bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the  
4 needs of the County.

5       1.5     **Organizational Provider.** Contractor shall maintain requirements as a Mental Health  
6 Plan (MHP) organizational provider throughout the term of this Agreement, as described in  
7 Article 16 of this Agreement. If for any reason, this status is not maintained, County may  
8 terminate this Agreement pursuant to Article 7 of this Agreement.

9       1.6     **Staffing.** Contractor agrees that prior to providing services under the terms and  
10 conditions of this Agreement, Contractor shall have staff hired and in place for program services  
11 and operations or County may, in addition to other remedies it may have, suspend referrals or  
12 terminate this Agreement, in accordance with Article 7 of this Agreement.

13       1.7     **Credentialing and Recredentialing.** Contractor and their respective staff must  
14 follow the uniform process for credentialing and recredentialing of service providers established  
15 by County, including disciplinary actions such as reducing, suspending, or terminating provider's  
16 privileges. Failure to comply with specified requirements can result in suspension or termination  
17 of an individual or provider.

18             Upon request, the Contractor must demonstrate to the County that each of its providers  
19 are qualified in accordance with current legal, professional, and technical standards, and that  
20 they are appropriately licensed, registered, waived, and/or certified.

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

25             Contractor is required to verify and document at a minimum every three years that each  
26 network provider that delivers covered services continues to possess valid credentials, including  
27 verification of each of the credentialing requirements as per the County's uniform process for  
28

1 credentialing and recredentialing. If any of the requirements are not up-to-date, updated  
2 information should be obtained from network providers to complete the re-credentialing process.

3       1.8     **Criminal Background Check.** Contractor shall ensure that all providers and/or  
4 subcontracted providers consent to a criminal background check, including fingerprinting to the  
5 extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence  
6 of completed consents when requested by the County, DHCS or the US Department of Health &  
7 Human Services (US DHHS).

8       1.9     **Guiding Principles.** Contractor shall align programs, services, and practices with  
9 the vision, mission, and guiding principles of the DBH, as further described in Exhibit C, “Fresno  
10 County Department of Behavioral Health Guiding Principles of Care Delivery”,.

11       1.10    **Clinical Leadership.** Contractor shall send to County upon execution of this  
12 Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their  
13 clinical program. Recruitment and retaining clinical leadership with the clinical competencies to  
14 oversee services based on the level of care and program design presented herein shall be  
15 included in this plan. A description and monitoring of this plan shall be provided.

16       1.11    **Timely Access.** It is the expectation of the County that Contractor provide timely  
17 access to services that meet the State of California standards for care. Contractor shall track  
18 timeliness of services to persons served and provide a monthly report showing the monitoring or  
19 tracking tool that captures this data. County and Contractor shall meet to go over this monitoring  
20 tool, as needed but at least on a monthly basis. County shall take corrective action if there is a  
21 failure to comply by Contractor with timely access standards. Contractor shall also provide  
22 tracking tools and measurements for effectiveness, efficiency, and persons served satisfaction  
23 as further detailed in Exhibit A.

24       1.12    **Electronic Health Record.** Contractor may maintain its records in County’s  
25 electronic health record (EHR) system in accordance with Exhibit D, “Documentation Standards  
26 for Person Served Records”, as licenses become available. The person served record shall  
27 begin with registration and intake, and include person served authorizations, assessments,  
28 plans of care, and progress notes, as well as other documents as approved by County. County

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

7 Disclaimer

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

16 1.13 **Records.** Contractor shall maintain records in accordance with Exhibit D,  
17 "Documentation Standards for Client Records". All persons served's records shall be  
18 maintained for a minimum of 10 years from the date of the end of this Agreement.

19 1.14 **Access to Records.** Contractor shall provide County with access to all  
20 documentation of services provided under this Agreement for County's use in administering this  
21 Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the  
22 Controller General of the United States, and any other authorized Federal and State agencies to  
23 evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all  
24 records, documents, and the premises, equipment and facilities maintained by the Contractor  
25 pertaining to such services at any time and as otherwise required under this Agreement.

26 1.15 **Quality Improvement Activities and Participation.** Contractor shall comply with  
27 the County's ongoing comprehensive Quality Assessment and Performance Improvement  
28 (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established

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

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

12 1.16 **Rights of Persons Served.** Contractor shall comply with applicable laws and  
13 regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal.  
14 Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. § 438.100. The Contractor shall  
15 ensure that its subcontractors comply with all applicable patients' rights laws and regulations.

## 16 **Article 2**

### 17 **Reporting**

18 2.1 **Reports.** The Contractor shall submit the following reports:

#### 19 (A) Outcome Reports

20 Contractor shall submit to County clinical program performance outcome reports,  
21 as requested.

22 Outcome reports and outcome requirements are subject to change at County's  
23 discretion. Contractor shall provide outcomes as stated in Exhibit A and E.

#### 24 (B) Staffing Report

25 Contractor shall submit monthly staffing reports due by the 10th of each month  
26 that identify all direct service and support staff by first and last name, applicable  
27 licensure/certifications, and full-time hours worked to be used as a tracking tool to  
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1 determine if Contractor's program is staffed according to the requirements of this  
2 Agreement.

3 (C) Additional Reports

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

11 2.2 **Monitoring.** Contractor agrees to extend to County's staff, County's DBH and the  
12 California Department of Health Care Services (DHCS), or their designees, the right to review  
13 and monitor records, programs, or procedures, at any time, in regard to persons served, as well  
14 as the overall operation of Contractor's programs, in order to ensure compliance with the terms  
15 and conditions of this Agreement.

16 **Article 3**

17 **County's Responsibilities**

18 3.1 The County shall provide oversight and collaborate with Contractor, other County  
19 Departments and community agencies to help achieve program goals and outcomes. In addition  
20 to contractor monitoring of program, oversight includes, but not limited to, coordination with  
21 Department of Health Care Services (DHCS) in regard to program administration and outcomes.  
22 County shall participate in evaluating the progress of the overall program, levels of care  
23 components, and the efficiency of collaboration with the Contractor staff and will be available to  
24 Contractor for ongoing consultation.

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

3 **Article 4**

4 **Compensation, Invoices, and Payments**

5 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
6 the performance of its services under this Agreement as described in Exhibit F to this  
7 Agreement, titled "Compensation."

8 4.2 **Specialty Mental Health Services Maximum Compensation.** The maximum  
9 compensation payable to the Contractor under this Agreement for the period of July 1, 2023  
10 through June 30, 2024 for Specialty Mental Health Services is Four Million Eight Hundred Thirty  
11 Thousand and No/100 Dollars (\$4,830,000.00), which is not a guaranteed sum but shall be paid  
12 only for services rendered and received. The maximum compensation payable to the Contractor  
13 under this Agreement for the period of July 1, 2024 through June 30, 2025 for Specialty Mental  
14 Health Services is Four Million Eight Hundred Thirty Thousand and No/100 Dollars  
15 (\$4,830,000.00), which is not a guaranteed sum but shall be paid only for services rendered and  
16 received.

17 4.3 **Transition Optimization Funds.** If Contractor opts to apply for transition  
18 optimization funds, the maximum amount payable for transition optimization for the period of  
19 July 1, 2023 through June 30, 2024 shall not exceed Two-Hundred Fifty Thousand and No/100  
20 Dollars (\$250,000.00) split among all current agreements between the Contractor and the  
21 County for Medi-Cal billable specialty mental health and substance use disorder services as  
22 further described in the Scope of Work/Services. All final invoices for transition optimization  
23 funds shall be submitted by July 15, 2024. Invoices submitted thereafter, shall not be eligible for  
24 payment.

25 4.4 **Total Maximum Compensation.** In no event shall the maximum contract amount for  
26 all the services provided by the Contractor to County under the terms and conditions of this  
27 Agreement be in excess of Nine Million Nine Hundred Ten Thousand and No/100 Dollars  
28 (\$9,910,000.00) during the entire term of this Agreement.

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

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

11 **4.5 Rate Categories.** The program service components for the Contractor(s) shall be  
12 categorized under one or more of the following rate categories and as indicated on Exhibit F:

13 (A) Clinic-Site Based: Clinic-Site Based programs shall be defined as programs who  
14 provide less than fifty percent (50%) of services in the field. In the field services are  
15 those services that do not occur through telehealth and do not occur in designated sites  
16 in which the Contractor is afforded regular access. Designated sites shall be identified by  
17 the Contractor and approved by County's DBH Director, or designee, in writing.

18 (B) Field Based: Field based programs shall be defined as programs that provide  
19 more than fifty percent (50%) of services in the field.

20 (C) Full-Service Partnership/Assisted Outpatient Therapy/Therapeutic Behavioral  
21 Health Services (FSP/AOT/TBS): FSP/AOT/TBS programs shall provide services in  
22 accordance with level of care standards and general requirements as described in  
23 Exhibit A.

24 DBH shall continuously monitor the programs and analyze data to review accuracy of  
25 rate categories assigned and may only reassign rate categories with the written agreement of  
26 both parties pursuant to Article 24.

27 **4.6 Specialty Mental Health Services Claiming.** Contractor shall enter claims data into  
28 the County's billing and transactional database system by the fifteenth (15<sup>th</sup>) of every month for

1 actual services rendered in the previous month. Contractor shall use Current Procedural  
2 Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as  
3 provided in the DHCS Billing Manual available at  
4 <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time  
5 amended.

6 Claims shall be complete and accurate and must include all required information  
7 regarding the claimed services. Claims data entry into the County's electronic health record  
8 system shall be the responsibility of Contractor. County shall monitor the volume of services,  
9 billing amounts and service types entered into County's electronic health record/information  
10 system. Any and all audit exceptions resulting from the provision and reporting of specialty  
11 mental health services by Contractor shall be the sole responsibility of Contractor. Contractor  
12 will comply with all applicable policies, procedures, directives, and guidelines regarding the use  
13 of County's electronic health record/information system.

14 Contractor must provide all necessary data to allow County to bill Medi-Cal, and any  
15 other third-party source, for services and meet State and Federal reporting requirements. The  
16 necessary data can be provided by a variety of means, including but not limited to: 1) direct data  
17 entry into County's electronic health record/information system; 2) providing an electronic file  
18 compatible with County's electronic health record/information system; or 3) integration between  
19 County's electronic health record/information system and Contractor's information system(s).  
20 Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming  
21 all possible Medi-Cal services and correcting denied services for resubmission as needed.

22 **4.7 Applicable Fees.** Contractor shall not charge any persons served or third-party  
23 payers any fee for service unless directed to do so by the County's DBH Director, or designee,  
24 at the time the individual is referred for services. When directed to charge for services,  
25 Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.

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

1 Contractor shall not submit a claim to, or demand or otherwise collect reimbursement  
2 from, the person served or persons acting on behalf of the person served for any specialty  
3 mental health or related administrative services provided under this Contract, except to collect  
4 other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9,  
5 §1810.365(c)

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

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

21 4.8 **Invoices.** The Contractor shall submit monthly invoices, in arrears by the fifteenth  
22 (15<sup>th</sup>) day of each month, in the format directed by the County. The Contractor shall submit  
23 invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-  
24 invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with  
25 a copy to the assigned County's DBH Staff Analyst. At the discretion of County's DBH Director,  
26 or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's  
27 DBH Director, or designee, shall have the right to withhold payment as to only the portion of the  
28 invoice that is incorrect or improper after five (5) days prior notice to Contractor. Contractor

1 agrees to continue to provide services for a period of ninety (90) days after notification of an  
2 incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected  
3 to County satisfaction, County's DBH Director, or designee, may elect to terminate this  
4 Agreement, pursuant to the termination provisions stated in Article 7 of this Agreement.

5       **4.9 Specialty Mental Health Services Claimable Services.** For claimable services,  
6 invoices shall be based on claims entered into the County's billing and transactional database  
7 system for the prior month.

8             Monthly payments for claimed services shall only be based on the units of time assigned  
9 to each CPT or HCPCS code entered in the County's billing and transactional database  
10 multiplied by the practitioner service rates in Exhibit F.

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

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

17       **4.10 Corrective Action Plans.** Contractors shall enter services into the County's billing  
18 and transactional database and submit invoices in accordance with the deadlines listed above  
19 and information shall be accurate. Failure to meet the requirements set forth above will result in  
20 a corrective action plan at the discretion of the County's DBH Director, or designee, and may  
21 result in financial penalties or termination of agreement per Article 7.

22       **4.11 Payment.** Payments shall be made by County to Contractor in arrears, for services  
23 provided during the preceding month, within forty-five (45) days after the date of receipt,  
24 verification, and approval by County. All final invoices and/or any final budget modification  
25 requests shall be submitted by Contractor within sixty (60) days following the final month of  
26 service for which payment is claimed. No action shall be taken by County on claims submitted  
27 beyond the sixty (60) day closeout period. Any compensation which is not expended by  
28

1 Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to  
2 County.

3 4.12 **Specialty Mental Health Services Payments.** Payment shall be made upon  
4 certification and other proof satisfactory to County that services have actually been performed  
5 by Contractor as specified in this Agreement and/or after receipt and verification of actual  
6 services provided.

7 4.13 **Recoupments and Audits.** County shall recapture from Contractor the value of any  
8 services or other expenditures determined to be ineligible based on the County or State  
9 monitoring results. The County reserves the right to enter into a repayment agreement with  
10 Contractor, with total monthly payments not to exceed twelve (12) months from the date of the  
11 repayment agreement, to recover the amount of funds to be recouped. The County has the  
12 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of  
13 the repayment agreement. The repayment agreement may be made with the signed written  
14 approval of County's DBH Director, or designee, and respective Contractor through a  
15 repayment agreement. The monthly repayment amounts may be netted against the Contractor's  
16 monthly billing for services rendered during the month, or the County may, in its sole discretion,  
17 forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive,  
18 and County may seek recoupment from any other means, including, but not limited to, a separate  
19 contract or agreement with Contractor.

20 Contractor shall be held financially liable for any and all future disallowances/audit  
21 exceptions due to Contractor's deficiency discovered through the State audit process and  
22 County utilization review for services provided during the course of this Agreement. At County's  
23 election, the disallowed amount will be remitted within forty-five (45) days to County upon  
24 notification or shall be withheld from subsequent payments to Contractor. Contractor shall not  
25 receive reimbursement for any units of services rendered that are disallowed or denied by the  
26 Fresno County MHP utilization review process or through the State of California DHCS audit  
27 and review process, cost report audit settlement if applicable, for Medi-Cal eligible beneficiaries.

28 4.14 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and

1 expenses that are not specified as payable by the County under this Agreement. If Contractor  
2 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for  
3 further compensation.

4       **4.15 Restrictions and Limitations.** This Agreement shall be subject to any restrictions,  
5 limitations, and/or conditions imposed by County or state or federal funding sources that may in  
6 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also  
7 contingent upon sufficient funds being made available by County, state, or federal funding  
8 sources for the term of the Agreement. If the federal or state governments reduce financial  
9 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss  
10 renegotiating the services required by this Agreement.

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

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

18       **4.16 Additional Financial Requirements.** County has the right to monitor the  
19 performance of this Agreement to ensure the accuracy of claims for reimbursement and  
20 compliance with all applicable laws and regulations.

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

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

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

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

9 **4.17 Contractor Prohibited from Redirection of Contracted Funds.** Contractor may  
10 not redirect or transfer funds from one funded program to another funded program under which  
11 Contractor provides services pursuant to this Agreement except through a duly executed  
12 amendment to this Agreement.

13 Contractor may not charge services delivered to an eligible person served under one  
14 funded program to another funded program unless the person served is also eligible for services  
15 under the second funded program.

16 **4.18 Financial Audit Report Requirements for Pass-Through Entities.** If County  
17 determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined  
18 in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost  
19 principles and administrative requirements including claims for payment or reimbursement by  
20 County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor  
21 shall observe and comply with all applicable financial audit report requirements and standards.

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

26 Contractor will provide a financial audit report including all attachments to the report and  
27 the management letter and corresponding response within six months of the end of the audit  
28

1 year to the County's DBH Director, or designee. The County's Director, or designee is  
2 responsible for providing the audit report to the County Auditor.

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

7 **Article 5**

8 **Term of Agreement**

9 5.1 **Term.** This Agreement is effective on July 1, 2023 and terminates on June 30, 2024  
10 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"  
11 below.

12 5.2 **Extension.** The term of this Agreement may be extended for no more than a one-  
13 year period only upon written approval of both parties at least thirty (30) days before the first day  
14 of the one-year extension period. The County's DBH Director, or designee, is authorized to sign  
15 the written approval on behalf of the County based on the Contractor's satisfactory  
16 performance. The extension of this Agreement by the County is not a waiver or compromise of  
17 any default or breach of this Agreement by the Contractor existing at the time of the extension  
18 whether or not known to the County.

19 **Article 6**

20 **Notices**

21 6.1 **Contact Information.** The persons and their addresses having authority to give and  
22 receive notices provided for or permitted under this Agreement include the following:

23 **For the County:**  
24 Director  
25 County of Fresno  
26 1925 E. Dakota Avenue  
27 Fresno, CA 93726

28 **For the Contractor:**  
Jana D. Todd, LCSW  
JDT Consultants, Inc.  
4205 West Figarden Drive  
Fresno, CA 93722

1  
2       **6.2 Change of Contact Information.** Either party may change the information in section  
3 6.1 by giving notice as provided in section 6.3.

4       **6.3 Method of Delivery.** Each notice between the County and the Contractor provided  
5 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
6 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
7 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
8 Document Format (PDF) document attached to an email.

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

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

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

17       **6.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
18 nothing in this Agreement establishes, waives, or modifies any claims presentation  
19 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
20 of Title 1 of the Government Code, beginning with section 810).

21       **6.5 Notification of Changes.** Contractor shall notify County in writing of any change in  
22 organizational name, Head of Service or principal business at least fifteen (15) business days in  
23 advance of the change. Contractor shall notify County of a change of service location at least  
24 six (6) months in advance to allow County sufficient time to comply with site certification  
25 requirements. Said notice shall become part of this Agreement upon acknowledgment in writing  
26 by the County, and no further amendment of the Agreement shall be necessary provided that  
27 such change of address does not conflict with any other provisions of this Agreement.  
28

1 Contractor must immediately notify County of a change in ownership, organizational  
2 status, licensure, or ability of Contractor to provide the quantity or quality of the contracted  
3 services in a and in no event more than fifteen (15) days of the change.

## 4 Article 7

### 5 Termination and Suspension

6 7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
7 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
8 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the  
9 Contractor, may:

10 (A) Modify the services provided by the Contractor under this Agreement; or

11 (B) Terminate this Agreement.

### 12 7.2 **Termination for Breach.**

13 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
14 occurred, the County may give written notice of the breach to the Contractor. The written  
15 notice may suspend performance under this Agreement and must provide at least thirty  
16 (30) days for the Contractor to cure the breach.

17 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
18 time stated in the written notice, the County may terminate this Agreement immediately.

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

21 (1) Obtained or used funds illegally or improperly;

22 (2) Failed to comply with any part of this Agreement;

23 (3) Submitted a substantially incorrect or incomplete report to the County; or

24 (4) Improperly performed any of its obligations under this Agreement.

25 7.3 **Termination without Cause.** In circumstances other than those set forth above, the  
26 County may terminate this Agreement by giving at least thirty (30) days advance written notice  
27 to the Contractor.



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

3 **8.2 Electronic Submission.** Persons served information required in this section may  
4 only be provided electronically by the Contractor if all of the following conditions are met:

5 (A) The format is readily accessible;

6 (B) The information is placed in a location on the Contractor’s website that is  
7 prominent and readily accessible;

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

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

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

15 **8.3 Language and Format.** Contractor shall provide all written materials, including  
16 taglines, for persons served or potential persons served in a font size no smaller than twelve  
17 (12) point (42 C.F.R. 438.10(d)(6)(ii)).

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

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

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

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

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

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

8 **8.4 Beneficiary Informing Materials.** Each person served must receive and have  
9 access to the beneficiary informing materials upon request by the individual and when first  
10 receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

11 (A) Consumer Handbook

12 (B) Provider Directory

13 (C) Grievance form

14 (D) Appeal/Expedited Appeal form

15 (E) Advance Directives brochure

16 (F) Change of Provider form

17 (G) Suggestions brochure

18 (H) Notice of Privacy Practices

19 (I) Notices of Adverse Benefit Determination (NOABDs – Including Denial and  
20 Termination notices)

21 (J) Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving  
22 individuals under the age of 21)

23 (K) Contractor shall ensure beneficiary informing material are displayed in the  
24 threshold languages of Fresno County at all service sites, including but not limited to the  
25 following:

26 (1) Consumer Handbook

27 (2) Provider Directory

28 (3) Grievance form

- 1 (4) Appeal/Expedited Appeal form
- 2 (5) Advance Directives brochure
- 3 (6) Change of Provider form
- 4 (7) Suggestions brochure

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

12 8.5 **Beneficiary Handbook.** Contractor shall provide each persons served with a  
13 beneficiary handbook at the time the individual first accesses services and thereafter upon  
14 request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14)  
15 business days after receiving notice of enrollment.

16 Contractor shall give each individual notice of any significant change to the information  
17 contained in the beneficiary handbook at least thirty (30) days before the intended effective date  
18 of change as per BHIN 22-060.

19 8.6 **Accessibility.** Required informing materials must be electronically available on  
20 Contractor's website and must be physically available at the Contractor's facility lobby for  
21 individuals' access.

22 Informing materials must be made available upon request, at no cost, in alternate  
23 formats (i.e., Braille or audio) and auxiliary aids (i.e., California Relay Service (CRS) 711 and  
24 American Sign Language) and must be provided to persons served within five (5) business  
25 days. Large print materials shall be in a minimum of eighteen (18) point font size.

26 Informing materials will be considered provided to the individual if Contractor does one  
27 or more of the following:

1 (A) Mails a printed copy of the information to the persons served's mailing address  
2 before the individual receives their first specialty mental health service;

3 (B) Mails a printed copy of the information upon the individual's request to their  
4 mailing address;

5 (C) Provides the information by email after obtaining the persons served's agreement  
6 to receive the information by email;

7 (D) Posts the information on the Contractor's website and advises the person served  
8 in paper or electronic form that the information is available on the internet and includes  
9 applicable internet addresses, provided that individuals with disabilities who cannot  
10 access this information online are provided auxiliary aids and services upon request and  
11 at no cost; or,

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

16 **8.7 Provider Directory.** Contractor must follow the County's provider directory policy, in  
17 compliance with MHSUDS IN 18-020.

18 Contractor must make available to persons served, in paper form upon request and  
19 electronic form, specified information about the County provider network as per 42 C.F.R. §  
20 438.10(h). The most current provider directory is electronically available on the County website  
21 and is updated by the County no later than thirty (30) calendar days after information is received  
22 to update provider information. A paper provider directory must be updated at least monthly as  
23 set forth in 42 C.F.R. § 438.10(h)(3)(i).

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

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

1 **Article 9**

2 **Independent Contractor**

3 9.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
4 agents, employees, and volunteers, is at all times acting and performing as an independent  
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
6 venturer, partner, or associate of the County.

7 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
8 manner or method of the Contractor's performance under this Agreement, but the County may  
9 verify that the Contractor is performing according to the terms of this Agreement.

10 9.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
11 right to employment rights or benefits available to County employees. The Contractor is solely  
12 responsible for providing to its own employees all employee benefits required by law. The  
13 Contractor shall save the County harmless from all matters relating to the payment of  
14 Contractor's employees, including compliance with Social Security withholding and all related  
15 regulations.

16 9.4 **Services to Others.** The parties acknowledge that, during the term of this  
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 9.5 **Operating Costs.** Contractor shall provide all personnel, supplies, and operating  
19 expenses of any kind required for the performance of this Agreement.

20 9.6 **Additional Responsibilities.** The parties acknowledge that, during the term of this  
21 Agreement, the Contractor will be performing hiring, training, and credentialing of staff, and  
22 County will be performing additional staff credentialing to ensure compliance with State and  
23 Federal regulations.

24 9.7 **Subcontracts.** Contractor shall obtain written approval from County's Department of  
25 Behavioral Health Director, or designee, before subcontracting any of the services delivered  
26 under this Agreement. County's Department of Behavioral Health Director, or designee, retains  
27 the right to approve or reject any request for subcontracting services. Any transferee, assignee,  
28 or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable

1 State and Federal regulations. Contractor shall be held primarily responsible by County for the  
2 performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to  
3 in writing by County's Department of Behavioral Health Director, or designee. The use of  
4 subcontractors by Contractor shall not entitle Contractor to any additional compensation that is  
5 provided for under this Agreement.

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

9  
10 **Article 10**

11 **Indemnity and Defense**

12 10.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
13 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
14 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
15 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
16 the performance or failure to perform by the Contractor (or any of its officers, agents,  
17 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
18 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
19 defend the County.

20 10.2 **Survival.** This Article 10 survives the termination of this Agreement.

21 **Article 11**

22 **Insurance**

23 11.1 The Contractor shall comply with all the insurance requirements in Exhibit G to this  
24 Agreement.

25 **Article 12**

26 **Assurances**

27 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**  
28 **Health Care Program.**

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

5 (B) In entering into this Agreement, Contractor certifies, that the Contractor does not  
6 employ or subcontract with providers or have other relationships with providers excluded  
7 from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or  
8 procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial  
9 and monthly exclusion and suspension searches of the following databases and provide  
10 evidence of these completed searches when requested by County, DHCS or the US  
11 Department of Health and Human Services (DHHS):

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

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

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

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

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

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

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

1 (F) Contractor must confirm the identity and determine the exclusion status of all its  
2 providers, as well as any person with an ownership or control interest, or who is an  
3 agent or managing employee of the contracted agency through routine checks of federal  
4 and state databases. This includes the Social Security Administration's Death Master  
5 File, NPPEs, the Office of Inspector General's LEIE, the Medi-Cal Suspended and  
6 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §  
7 455.436.

8 (G) If Contractor finds a provider that is excluded, it must promptly notify the County  
9 as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any  
10 Excluded provider with Medi-Cal funds, must treat any payments made to an excluded  
11 provider as an overpayment, and any such inappropriate payments may be subject to  
12 recovery.

### 13 **Article 13**

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

15 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
16 the County may examine at any time during business hours and as often as the County deems  
17 necessary, all of the Contractor's records and data with respect to the matters covered by this  
18 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
19 request by the County, permit the County to audit and inspect all of such records and data to  
20 ensure the Contractor's compliance with the terms of this Agreement.

21 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
22 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
23 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
24 years after final payment under this Agreement. This section survives the termination of this  
25 Agreement.

26 13.3 **Internal Auditing.** Contractors of sufficient size as determined by County shall  
27 institute and conduct a Quality Assurance Process for all services provided hereunder. Said  
28

1 process shall include at a minimum a system for verifying that all services provided and claimed  
2 for reimbursement shall meet SMHS definitions and be documented accurately.

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

8 **13.4 Confidentiality in Audit Process.** Contractor and County mutually agree to  
9 maintain the confidentiality of Contractor's records and information of persons served, in  
10 compliance with all applicable State and Federal statutes and regulations, including but not  
11 limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall  
12 inform all of its officers, employees, and agents of the confidentiality provisions of all applicable  
13 statutes.

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

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

21 **13.5 Reasons for Recoupment.** County will conduct periodic audits of Contractor files to  
22 ensure appropriate clinical documentation, high quality service provision and compliance with  
23 applicable federal, state and county regulations.

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

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

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

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

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

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

8 Contractor shall reimburse County for all overpayments identified by Contractor, County,  
9 and/or state or federal oversight agencies as an audit exception within the timeframes required  
10 by law or Country or state or federal agency. Funds owed to County will be due within forty-five  
11 (45) days of notification by County, or County shall withhold future payments until all excess  
12 funds have been recouped by means of an offset against any payments then or thereafter owing  
13 to County under this or any other Agreement between the County and Contractor.

14 **13.6 Cooperation with Audits.** Contractor shall cooperate with County in any review  
15 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This  
16 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

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

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

22 Contractor shall allow inspection, evaluation and audit of its records, documents and  
23 facilities for ten (10) years from the term end date of this Agreement or in the event Contractor  
24 has been notified that an audit or investigation of this Agreement has been commenced, until  
25 such time as the matter under audit or investigation has been resolved, including the exhaustion  
26 of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230I(3)(i-iii).

27 **13.7 Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand and  
28 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, Contractor

1 agrees to conduct an annual audit in accordance with the requirements of the Single Audit  
2 Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. Contractor shall  
3 submit said audit and management letter to County. The audit must include a statement of  
4 findings or a statement that there were no findings. If there were negative findings, Contractor  
5 must include a corrective action plan signed by an authorized individual. Contractor agrees to  
6 take action to correct any material non-compliance or weakness found as a result of such audit.  
7 Such audit shall be delivered to County's DBH Finance Division for review within nine (9)  
8 months of the end of any fiscal year in which funds were expended and/or received for the  
9 program. Failure to perform the requisite audit functions as required by this Agreement may  
10 result in County performing the necessary audit tasks, or at County's option, contracting with a  
11 public accountant to perform said audit, or may result in the inability of County to enter into  
12 future agreements with Contractor. All audit costs related to this Agreement are the sole  
13 responsibility of Contractor.

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

27         Contractor shall make available all records and accounts for inspection by County, the  
28 State of California, if applicable, the Controller General of the United States, the Federal Grantor

1 Agency, or any of their duly authorized representatives, at all reasonable times for a period of at  
2 least three (3) years following final payment under this Agreement or the closure of all other  
3 pending matters, whichever is later.

4 **13.8 Public Records.** The County is not limited in any manner with respect to its public  
5 disclosure of this Agreement or any record or data that the Contractor may provide to the  
6 County. The County's public disclosure of this Agreement or any record or data that the  
7 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

26 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
27 respect to any record or data that the Contractor may provide to the County shall be  
28

1 disregarded and have no effect on the County's right or duty to disclose to the public or  
2 governmental agency any such record or data.

3 **13.9 Public Records Act Requests.** If the County receives a written or oral request  
4 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
5 and which the County has a right, under any provision of this Agreement or applicable law, to  
6 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
7 County, for purposes of public disclosure, the requested records that may be in the possession  
8 or control of the Contractor. Within five business days after the County's demand, the  
9 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
10 possession or control, together with a written statement that the Contractor, after conducting a  
11 diligent search, has produced all requested records that are in the Contractor's possession or  
12 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
13 diligent search, does not possess or control any of the requested records. The Contractor shall  
14 cooperate with the County with respect to any County demand for such records. If the  
15 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
16 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
17 exemption by citation to specific legal authority within the written statement that it provides to  
18 the County under this section. The Contractor's assertion of any exemption from disclosure is  
19 not binding on the County, but the County will give at least 10 days' advance written notice to  
20 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
21 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
22 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
23 failure to produce any such records, or failure to cooperate with the County with respect to any  
24 County demand for any such records.

25 **Article 14**

26 **Right to Monitor**

27 **14.1 Right to Monitor.** County or any subdivision or appointee thereof, and the State of  
28 California or any subdivision or appointee thereof, including the Auditor General, shall have

1 absolute right to review and audit all records, books, papers, documents, corporate minutes,  
2 financial records, staff information, records of persons served, other pertinent items as  
3 requested, and shall have absolute right to monitor the performance of Contractor in the delivery  
4 of services provided under this Agreement. Full cooperation shall be given by the Contractor in  
5 any auditing or monitoring conducted, according to this agreement.

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

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

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

1       14.4 **Probationary Status.** County reserves the right to place Contractor on probationary  
2 status, as referenced in the Probationary Status Article, should Contractor fail to meet  
3 performance requirements; including, but not limited to violations such as high disallowance  
4 rates, failure to report incidents and changes as contractually required, failure to correct issues,  
5 inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes  
6 expectations, and violations issued directly from the State. Additionally, Contractor may be  
7 subject to Probationary Status or termination if agreement monitoring and auditing corrective  
8 actions are not resolved within specified timeframes.

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

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

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

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

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

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

12 **14.7 Financial Reports.** Contractor shall submit audited financial reports on an annual  
13 basis to the County. The audit shall be conducted in accordance with Generally Accepted  
14 Accounting Principles and generally accepted auditing standards.

15 **14.8 Agreement Termination.** In the event the Agreement is terminated, ends its  
16 designated term or Contractor ceases operation of its business, Contractor shall deliver or make  
17 available to County all financial records that may have been accumulated by Contractor or  
18 subcontractor under this Agreement, whether completed, partially completed or in progress  
19 within seven (7) calendar days of said termination/end date.

20 **14.9 Facilities and Assistance.** Contractor shall provide all reasonable facilities and  
21 assistance for the safety and convenience of the County's representatives in the performance of  
22 their duties. All inspections and evaluations shall be performed in such a manner that will not  
23 unduly delay the work of Contractor.

24 **14.10 County Discretion to Revoke.** County has the discretion to revoke full or partial  
25 provisions of the Agreement, delegated activities or obligations, or application of other remedies  
26 permitted by state or federal law when the County or DHCS determines Contractor has not  
27 performed satisfactorily.

28



1 **Article 16**

2 **Compliance**

3 16.1 **Compliance.** Contractor agrees to comply with County’s Contractor Code of  
4 Conduct and Ethics and the County’s Compliance Program in accordance with Exhibit J. Within  
5 thirty (30) days of entering into this Agreement with County, Contractor shall ensure all of  
6 Contractor’s employees, agents, and subcontractors providing services under this Agreement  
7 certify in writing, that he or she has received, read, understood, and shall abide by the  
8 Contractor Code of Conduct and Ethics. Contractor shall ensure that within thirty (30) days of  
9 hire, all new employees, agents, and subcontractors providing services under this Agreement  
10 shall certify in writing that he or she has received, read, understood, and shall abide by the  
11 Contractor Code of Conduct and Ethics. Contractor understands that the promotion of and  
12 adherence to the Contractor Code of Conduct is an element in evaluating the performance of  
13 Contractor and its employees, agents, and subcontractors.

14 Within thirty (30) days of entering into this Agreement, and annually thereafter, all  
15 employees, agents, and subcontractors providing services under this Agreement shall complete  
16 general compliance training, and appropriate employees, agents, and subcontractors shall  
17 complete documentation and billing or billing/reimbursement training. All new employees,  
18 agents, and subcontractors shall attend the appropriate training within thirty (30) days of hire.  
19 Each individual who is required to attend training shall certify in writing that he or she has  
20 received the required training. The certification shall specify the type of training received and  
21 the date received. The certification shall be provided to County’s DBH Compliance Officer at  
22 1925 E. Dakota Ave, Fresno, California 93726. Contractor agrees to reimburse County for the  
23 entire cost of any penalty imposed upon County by the Federal Government as a result of  
24 Contractor’s violation of the terms of this Agreement.

25 16.2 **Compliance with State Medi-Cal Requirements.** Contractor shall be required to  
26 maintain Mental Health Plan organizational provider certification by Fresno County. Contractor  
27 must meet Medi-Cal organization provider standards as listed in Exhibit K, “Medi-Cal  
28

1 Organizational Provider Standards”. It is acknowledged that all references to Organizational  
2 Provider and/or Provider in Exhibit K shall refer to Contractor.

3 **16.3 Medi-Cal Certification and Mental Health Plan Compliance.** Contractor will  
4 establish and maintain Medi-Cal certification or become certified within ninety (90) days of the  
5 effective date of this Agreement through County to provide reimbursable services to Medi-Cal  
6 eligible persons served. In addition, Contractor shall work with the County’s DBH to execute the  
7 process if not currently certified by County for credentialing of staff. During this process, the  
8 Contractor will obtain a legal entity number established by the DHCS, a requirement for  
9 maintaining Mental Health Plan organizational provider status throughout the term of this  
10 Agreement. Contractor will be required to become Medi-Cal certified prior to providing services  
11 to Medi-Cal eligible persons served and seeking reimbursement from the County. Contractor  
12 will not be reimbursed by County for any services rendered prior to certification.

13 Contractor shall provide direct specialty mental health services in accordance with the  
14 Mental Health Plan. Contractor must comply with the “Fresno County Mental Health Plan  
15 Compliance Program and Code of Conduct” set forth in Exhibit J.

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

25 **16.4 Network Adequacy.** The Contractor shall ensure that all services covered under this  
26 Agreement are available and accessible to persons served in a timely manner and in  
27 accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206  
28 (a), (c)).

1 Contractor shall submit, when requested by County and in a manner and format  
2 determined by the County, network adequacy certification information to the County, utilizing a  
3 provided template or other designated format.

4 Contractor shall submit updated network adequacy information to the County any time  
5 there has been a significant change that would affect the adequacy and capacity of services.

6 To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42  
7 C.F.R. §438.3 (l), the Contractor shall provide a person served the ability to choose the person  
8 providing services to them.

9 **16.5 Compliance Program, Including Fraud Prevention and Overpayments.**

10 Contractor shall have in place a compliance program designed to detect and prevent fraud,  
11 waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

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

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

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

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

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

27 (F) Enforcement of standards through well-publicized disciplinary guidelines.  
28

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

7 (H) The requirement for prompt reporting and repayment of any overpayments  
8 identified.

9 16.6 **Reporting.** Contractor must have administrative and management arrangements or  
10 procedures designed to detect and prevent fraud, waste and abuse of federal or state health  
11 care funding. Contractor must report fraud and abuse information to the County including but  
12 not limited to:

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

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

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

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

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

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



1 **Article 18**

2 **Data Security**

3 18.1 **Data Security Requirements.** Contractor shall comply with data security  
4 requirements in Exhibit L to this Agreement.

5 **Article 19**

6 **Publicity Prohibition**

7 19.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly  
8 or indirectly under this Agreement shall be used for Contractor’s advertising, fundraising, or  
9 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-  
10 promotion.

11 19.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in  
12 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the  
13 availability of such specific services when approved in advance by County’s DBH Director, or  
14 designee, and at a cost to be provided in Exhibit F for such items as written/printed materials,  
15 the use of media (i.e., radio, television, newspapers), and any other related expense(s).  
16 Communication products must follow DBH graphic standards, including typefaces and colors, to  
17 communicate our authority and project a unified brand. This includes all media types and  
18 channels and all materials on and offline that are created as part of DBH’s efforts to provide  
19 information to the public.

20 **Article 20**

21 **Disclosure of Self-Dealing Transactions**

22 20.1 **Applicability.** This Article 21 applies if the Contractor is operating as a corporation,  
23 or changes its status to operate as a corporation.

24 20.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a  
25 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
26 “Self-Dealing Transaction Disclosure Form” (Exhibit M to this Agreement) and submitting it to  
27 the County before commencing the transaction or immediately after.



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

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

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

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

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

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

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

27 21.3 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to  
28 DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this

1 Agreement where any person with five (5) percent or greater direct or indirect ownership interest  
2 in Contractor has been convicted of a criminal offense related to that person's involvement with  
3 the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate  
4 this Agreement where any person with five (5) percent or greater direct or indirect ownership  
5 interest in the Contractor did not submit timely and accurate information and cooperate with any  
6 screening method required in CFR, Title 42, Section 455.416.

## 7 **Article 22**

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

9 22.1 **Applicability.** Contractor is required to disclose if any of the following conditions  
10 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively  
11 referred to as "Contractor"):

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

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

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

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

19 or

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

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

23 22.2 **Duty to Disclose.** Disclosure of the above information will not automatically  
24 eliminate Contractor from further business consideration. The information will be considered as  
25 part of the determination of whether to continue and/or renew this Agreement and any additional  
26 information or explanation that Contractor elects to submit with the disclosed information will be  
27 considered. If it is later determined that the Contractor failed to disclose required information,  
28

1 any contract awarded to such Contractor may be immediately voided and terminated for  
2 material failure to comply with the terms and conditions of the award.

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

### 13 **Article 23**

#### 14 **Cultural and Linguistic Competency**

15 23.1 **General.** All services, policies and procedures must be culturally and linguistically  
16 appropriate. Contractor must participate in the implementation of the most recent Cultural  
17 Competency Plan for the County and shall adhere to all cultural competency standards and  
18 requirements. Contractor shall participate in the County's efforts to promote the delivery of  
19 services in a culturally competent and equitable manner to all individuals, including those with  
20 limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and  
21 regardless of gender, sexual orientation, or gender identity including active participation in the  
22 County's Diversity, Equity and Inclusion Committee.

23 23.2 **Policies and Procedures.** Contractor shall comply with requirements of policies and  
24 procedures for ensuring access and appropriate use of trained interpreters and material  
25 translation services for all limited and/or no English proficient beneficiaries, including, but not  
26 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the  
27 policies and procedures, and monitoring its language assistance program. Contractor's policies  
28

1 and procedures shall ensure compliance of any subcontracted providers with these  
2 requirements.

3       **23.3 Interpreter Services.** Contractor shall notify its beneficiaries that oral interpretation  
4 is available for any language and written translation is available in prevalent languages and that  
5 auxiliary aids and services are available upon request, at no cost and in a timely manner for  
6 limited and/or no English proficient beneficiaries and/or beneficiaries with disabilities.

7 Contractor shall avoid relying on an adult or minor child accompanying the beneficiary to  
8 interpret or facilitate communication; however, if the beneficiary refuses language assistance  
9 services, the Contractor must document the offer, refusal, and justification in the beneficiary's  
10 file.

11       **23.4 Interpreter Qualifications.** Contractor shall ensure that employees, agents,  
12 subcontractors, and/or partners who interpret or translate for a beneficiary or who directly  
13 communicate with a beneficiary in a language other than English (1) have completed annual  
14 training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the  
15 beneficiary's language; (3) can effectively communicate any specialized terms and concepts  
16 specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic  
17 principles. As requested by County, Contractor shall identify all who interpret for or provide  
18 direct communication to any program beneficiary in a language other than English and identify  
19 when the Contractor last monitored the interpreter for language competence.

20       **23.5 CLAS Standards.** Contractor shall submit to County for approval, within ninety (90)  
21 days from date of contract execution, Contractor's plan to address all fifteen (15) National  
22 Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the  
23 Office of Minority Health and as set forth in Exhibit P "National Standards on Culturally and  
24 Linguistically Appropriate Services". As the CLAS standards are updated, Contractor's plan  
25 must be updated accordingly. As requested by County, Contractor shall be responsible for  
26 conducting an annual CLAS self-assessment and providing the results of the self-assessment to  
27 the County. The annual CLAS self-assessment instruments shall be reviewed by the County  
28 and revised as necessary to meet the approval of the County.



1 modifications shall not result in any change to the annual maximum compensation  
2 amount payable to Contractor, as stated herein.

3 24.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
4 under this Agreement without the prior written consent of the other party.

5 24.3 **Governing Law.** The laws of the State of California govern all matters arising from  
6 or related to this Agreement.

7 24.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
8 County, California. Contractor consents to California jurisdiction for actions arising from or  
9 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
10 brought and maintained in Fresno County.

11 24.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
12 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
13 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
14 against either party.

15 24.6 **Days.** Unless otherwise specified, "days" means calendar days.

16 24.7 **Headings.** The headings and section titles in this Agreement are for convenience  
17 only and are not part of this Agreement.

18 24.8 **Severability.** If anything in this Agreement is found by a court of competent  
19 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
20 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
21 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
22 intent.

23 24.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
24 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
25 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
26 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
27 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
28 all applicable State of California and federal statutes and regulation.

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

7 24.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
8 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
9 performance of any continuing or other obligation of the Contractor and does not prohibit  
10 enforcement by the County of any obligation on any other occasion.

11 24.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
12 between the Contractor and the County with respect to the subject matter of this Agreement,  
13 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
14 publications, and understandings of any nature unless those things are expressly included in  
15 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
16 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
17 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
18 exhibits.

19 24.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
20 create any rights or obligations for any person or entity except for the parties.

21 24.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

27 24.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
28 electronic signature as provided in this section.

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

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

11 (C) The provisions of this section satisfy the requirements of Civil Code section  
12 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
13 Part 2, Title 2.5, beginning with section 1633.1).

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

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

21 24.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
22 original, and all of which together constitute this Agreement.

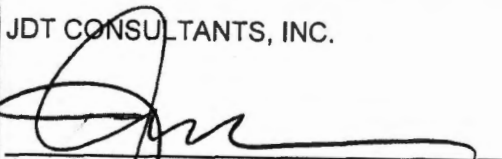
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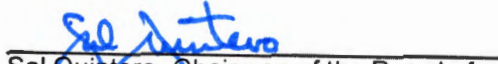
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The parties are signing this Agreement on the date stated in the introductory clause.

JDT CONSULTANTS, INC.

COUNTY OF FRESNO

  
\_\_\_\_\_  
Jana Todd, CEO & President

  
\_\_\_\_\_  
Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno

  
\_\_\_\_\_  
Nydia Rodriguez, Chief Financial Officer

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

4205 W. Figarden Drive.  
Fresno, CA 93722

By:   
\_\_\_\_\_  
Deputy

For accounting use only:  
Org No.: 56302666  
Account No.: 7295  
Fund No.: 0001  
Subclass No.:10000

# Exhibit A

## Scope of Services

ORGANIZATION: JDT Consultants, Inc.  
ADDRESS: 4205 West Figarden Drive, Fresno, CA 93722  
TELEPHONE: (559) 221-1680  
CONTACT PERSON: Jana Todd, CEO/President  
CONTRACT PERIOD: July 1, 2023 – June 30, 2024  
with one (1) optional twelve (12) month renewal

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### SUMMARY OF SERVICES:

Therapeutic Behavioral Services are focused on the resolution of target behaviors or symptoms which jeopardize existing placements, are a barrier to transitioning to a lower level of residential placement, and are barriers to the completion of specific treatment goals.

### TARGET POPULATION:

Children / youth up to age 21 that are experiencing emotional or behavioral challenges in their current living environment or experiencing a stressful life transition. TBS is only available to those children/youth with full-scope Medi-Cal benefits who are receiving ongoing mental health services.

TBS is available to children/youth who meet one or more of the following:

1. Experiencing behaviors that they find hard to manage and may jeopardize their placement;
2. Currently living in a group home;
3. At risk of psychiatric hospitalization, or have been psychiatrically hospitalized within the last 24 months; and
4. Transitioning to a lower level placement.

### DEFINITIONS

- A. "Person served" shall mean any person who has been determined to be eligible to receive full scope Medi-Cal benefits by the State of California through Fresno County and is under twenty-one (21) years of age; meets MHP medical necessity criteria as defined in 9 C.C.R. 1830.205; is a person served of the class certified by the U.S. District Court in *Emily Q. v. Bonta*, supra; and meets the criteria for needing TBS as defined in DMH Letter No. 99-03.
- B. "Therapeutic Behavioral Services" shall mean one-to-one mental health services for persons served with serious behavioral problems who are experiencing a stressful transition or life crisis and need additional short-term support to prevent placement in a

## Exhibit A

group home of Rate Classification Level (RCL) 12 through 14 or a locked facility for the treatment of mental health needs, including acute care; or to enable a transition from any of those levels to a lower level of residential care. TBS is focused on resolution of target behaviors or symptoms which jeopardize existing placements, are a barrier to transitioning to a lower level of residential placement, and are barriers to the completion of specific treatment goals. TBS is to be decreased when indicated and discontinued when the identified behavioral benchmarks have been reached or when reasonable progress toward the behavioral benchmarks is not being achieved and is not reasonably expected to be achieved. When applicable, a plan for transition to adult services when the beneficiary turns 21 years old and is no longer eligible for therapeutic behavioral services will be developed, which addresses assisting parents and/or caregivers with skills and strategies to provide continuity of care when the services are discontinued.

- C. "Covered Services" shall mean only those services set forth in Section 3 of this Exhibit.
- D. "Not Reimbursable Conditions" shall mean:
  - a) When TBS are solely: a) for the convenience of the family or other caregivers, physician or teacher; b) to provide supervision or to assure compliance with terms and conditions of probation; c) to ensure the child/youth's physical safety or the safety of others, e.g., suicide watch; or d) to address conditions that are not part of the person served's mental health condition.
  - b) For persons served who probably do not need these services since they can sustain non-impulsive self-directed behavior, handle themselves appropriately in social situations with peers, and are able to appropriately handle transitions during the day.
  - c) For persons served who will never be able to sustain non-impulsive self-directed behavior and engage in appropriate community activities without full time supervision.
  - d) When the person served is an inpatient of a hospital, psychiatric health facility, nursing facility, Institute of Mental Disease (IMD), or crisis residential program.
- E. "Excluded Services" shall mean all those services which are not "Covered Services".
- F. "TBS Rates" shall mean the schedule of prevailing reimbursement rates of payment for Contractor services as included in Exhibit F attached to the Agreement.
- G. "Licensed Staff" shall mean any mental health professional, licensed in the State of California as a Psychiatrist, Psychologist, Clinical Social Worker, Marriage Family Therapist, or a Registered Nurse with a Master's Degree certified to render TBS to persons served.
- H. "Waivered or Registered Staff" shall mean any employee who has a waiver of psychologist licensure as required and approved by the Department of Mental Health or has registered with the applicable state licensing authority to obtain supervised clinical

## Exhibit A

hours for Marriage Family Therapy or Social Worker licensure, approved to render TBS to person served.

- I. "TBS Coach" shall mean a person who has successfully completed twelve (12) semester units from an accredited college or university in any of the following disciplines: Social Work, Psychology, Rehabilitation Counseling, Education Counseling, or Marriage Family Therapy; or successful completion of six (6) semester units from an accredited college or university in any of the following disciplines: Social Work, Psychology, Rehabilitation Counseling, Education Counseling, or Marriage Family Therapy and one (1) year of full-time experience working with persons served in human services settings; or a Bachelor's Degree in a non-mental health related field, but with at least one year of full-time experience working with children/youth. A TBS Coach must be approved by the County to render TBS pursuant to the terms and conditions of this Agreement.
- J. "TBS Plan of Care" shall mean a series of short term interventions which address specific behaviors or symptoms identified during assessment and the goals and objectives of TBS.
- K. "Fresno County Mental Health Plan Organizational Provider Manual", hereinafter referred to as "the Provider Manual" shall mean the Provider Manual, together with any amendments or changes thereto. The Provider Manual is developed and maintained by staff within the Managed Care Division. The Provider Manual may be updated from time to time. Contractor will receive a copy of the Provider Manual and any updates, upon execution of this Agreement and whenever changes are made by County. The Provider Manual and any updates thereto made during the term of this Agreement are incorporated herein and made a part of this Agreement.
- L. "Katie A Class" is defined as children in California who:
  - a) Are in foster care or are at imminent risk of foster care placement, and
  - b) Have an open Child Welfare case defined as any of the following:
    - a. Child is in foster care or;
    - b. Child has a voluntary family maintenance case (pre or post, returning home, in foster or relative placement including both court ordered and by voluntary agreement; and
  - c) Meets Medi-Cal medical necessity for mental health services
- M. "Katie A Sub-Class" is identified as children in California who, due to behavioral health needs, children/youth in or considered for:
  - a) Wraparound
  - b) Therapeutic Foster Care
  - c) Specialized care rate
  - d) Other intensive EPSDT services, including but not limited to TBS or crisis stabilization/intervention
  - e) STRTP placement

## Exhibit A

- f) Psychiatric Hospital or 24-hour mental health treatment facility placement (e.g., psychiatric inpatient hospital, community residential treatment facility)
- g) 3 or more placements within 24 months

### QUALIFICATIONS

- A. Licensed Mental Health Staff  
Any mental health professional licensed in the State of California as a Psychiatrist, Psychologist, Clinical Social Worker, Marriage Family Therapist, or as a Registered Nurse with a Master's Degree, who is employed by Contractor may serve persons served provided he/she is certified and in good standing to provide services under the California Medi-Cal Program including compliance with the relevant standards of participation contained in 22 C.C.R., Division 3, Subdivision 1, Chapter 3, Article 3, sections 51200, et seq.
- B. Waivered or Registered Staff
  1. Any waivered or registered mental health worker who is employed by Contractor and meets the qualifications set by County may provide services under the California Medi-Cal Program including those requirements contained in 9 C.C.R., section 1810.254 (Waivered/Registered Professional).
  2. A Licensed Mental Health Staff in accordance with laws and regulations governing the registration or waiver must supervise Waivered, Registered Staff, and TBS Coaches.
- C. TBS Coach
  1. Contractor staff serving as a TBS Coach shall complete the Fresno County Mental Health Plan Therapeutic Behavioral Coach Application Checklist. In addition, a fingerprint check request is required. If the Coach is already a current employee of a local facility licensed by social services, which requires a fingerprint check, a letter from that facility saying that the Coach is currently an employee in good standing can substitute for a new fingerprint check.
  2. Each TBS Coach is required to complete training on confidentiality, child abuse reporting, non-violent crisis intervention, cardiopulmonary resuscitation (CPR) and State or MHB-approved TBS training.
  3. The TBS Coach personnel file shall include the following: completed and approved Coach application, supporting documents regarding education or experience, fingerprint check request, signed statement regarding training on confidentiality and child abuse reporting and current CPR certificate. These documents must be available to the MHP upon request.

### SERVICES

- A. Contractor shall:
  1. Perform all services and fulfill all responsibilities as outlined in the Provider Manual, and in accordance with the DMH Letters No. 99-03 and other relevant letters published from time to time by DMH, California Code of Regulations and Emily Q. v. Bonta decision, and the Medi-Cal Manual for Intensive Care

## Exhibit A

Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. Subclass persons served, as incorporated herein.

2. Serves as the TBS Coordinator or designate other licensed mental health staff, and make arrangements to meet the caregiver for Assessment and Plan Development within three (3) working days of receipt of referral from County and schedule a tentative review date within two (2) to three (3) weeks of the beginning of services.
3. Provide the TBS Plan of Care to the referring licensed mental health clinician or "Therapist," as an addendum to the current Plan of Care.
4. Provide the TBS Coach, who is responsible to meet with the person served at the agreed upon times and follow the intervention plan and adhere to ethical standards as outlined in the Provider Manual.
5. Provide services established in the Plan of Care, which may include such activities as behavioral modeling, structure and support, and one-to-one behavioral interventions, which assist the person served in engaging in appropriate activities, minimizing impulsivity and increasing social and community competencies by building or reinstating those daily living skills that will assist the person served to live successfully in the community.
6. Serve as a positive role model and assist in developing the person served's ability to sustain self-directed appropriate behavior, internalize a sense of social responsibility, and/or enable participation proactively in community activities. These activities/interventions may include but are not limited to:
  - a) Providing immediate behavioral reinforcements
  - b) Providing time-structuring activities
  - c) Preventing inappropriate responses
  - d) Providing appropriate time-out strategies
  - e) Providing coping strategies and other behavioral interventions
  - f) Collaboration with and support of the family caregivers' efforts to provide a positive environment for the person served
7. Complete all TBS forms as required in the Provider Manual to include the "Fresno County Mental Health Plan TBS Assessment and Plan of Care" and "Fresno County Mental Health Plan TBS Progress Notes". Any applicable Notice of Action forms required by DMH shall be completed and submitted to County.
8. Perform all services and fulfill all responsibilities as outlined in the Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. Subclass person serveds including but not limited to attending an Intensive Care Coordination meeting to coordinate mental health services and potentially attending Child Family Team meeting.

## Exhibit A

- a) Intensive Care Coordination meetings are populated similarly to Child Family Team Meetings. More than one mental health provider/practitioner may participate in the meeting, however, there must be an identified mental health Intensive Care Coordination coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the Core Practice Model.
  9. Ensure staff is knowledgeable about the cultures and communities in which they work and sensitive to and aware of multicultural issues. All services provided to children and their families shall be delivered in a culturally sensitive and competent manner.
  10. Develop and maintain positive communication and working relationships with TBS Team persons served.
  11. Serve on the TBS team to review and modify the Plan of Care, interventions and goals for TBS as needed until the targeted behaviors are reduced or eliminated.
  12. Track costs for TBS and verify hours worked and billed to County are consistent with time documented in the progress note for each person served.
- B. County shall:
1. Perform all services and fulfill all responsibilities as outlined in the Provider Manual, and in accordance with the DMH Letters No. 99-03 and other relevant letters and other written communications published from time to time by DMH, California Code of Regulations and Emily Q. v. Bonta decision and the Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. Subclass persons served, as incorporated herein.
  2. Provide oversight, support, coordination, authorization, and ongoing monitoring of TBS for the County Plan.
  3. Notify Contractor of their responsibilities through DMH letters and other written communications, the Provider Manual, teleconferences, formal and informal trainings, and individual consultations.
  4. Receive TBS referrals from the Department of Behavioral Health, person served's mental health provider, Child Protective Services case managers, parents, guardians, or foster parents and determine whether the person served meets the criteria for Medi-Cal reimbursement for TBS.
  5. Assign the person served to Contractor and approve the initial authorization request and subsequent authorization requests within fourteen (14) calendar

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days of receipt or within three (3) calendar days for expedited requests upon Contractor submission to County.

6. Provide individual consultation on a regular basis and facilitate monthly meetings of the TBS team.
7. Conduct site certifications, documentation and billing audits upon execution of this Agreement and annually thereafter.

### PRIOR AUTHORIZATION

- A. Prior authorization from County shall be required prior to the time TBS one-to-one direct services are rendered with the exception of the two-hour assessment, pursuant to the terms and conditions of this Agreement, and as described in the Provider Manual. Prior authorization shall be required for the initial and each subsequent authorization period, to include a specified number of hours during such authorization period. County shall not be obligated to compensate Contractor for services rendered during a non-authorized period, for services provided in excess of an authorized period, for services in excess of the number of authorized hours, or for services provided to ineligible individuals.
- B. Contractor shall not admit, treat, refer, or transfer a person served without prior authorization and approval of the MHP.

### SERVICE LOCATIONS

Contractor shall perform TBS at MHP approved locations within and outside of Fresno County, depending upon the placement of the person served and at times convenient and locations suitable to person served (i.e., at a person served's home, school, or community).

### PROGRAM OUTCOMES/PERFORMANCE OUTCOME MEASUREMENTS

Contractor is required to submit measurable outcomes on an annual basis, as identified in County's DBH's Policy and Procedure Guide (PPG) 1.2.7 Performance Outcomes Measures, in Exhibit E. Performance outcomes measures must be approved by DBH and satisfy all State and local mandates. DBH shall provide technical assistance and support in defining measurable outcomes. All performance indicators shall reflect the four (4) domains identified by the Commission Accreditation of Rehabilitation Facilities (CARF).

DBH collects data about the characteristics of the persons served and measures service delivery performance indicators in each of the following CARF DOMAINS: At minimum, one performance indicator shall be identified for each of the four CARF domains listed below.

- A. Effectiveness -- A performance dimension that assesses the degree to which an intervention or services have achieved the desired outcome/result/quality of care through

## Exhibit A

measuring change over time. The results achieved and outcomes observed are for persons served.

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

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

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

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

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

- D. Satisfaction -- Satisfaction measures are usually orientated towards consumers, family, staff, and stakeholders. The degree to which persons served, the County and other stakeholders are satisfied with services. A performance dimension that describes reports or ratings from persons served about services received from an organization.

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

DBH may adjust the performance and outcome measures periodically throughout the duration of the Agreement, as needed, to best measure the program as determined by County. Contractor must utilize a computerized tracking system with which performance and outcome measures and other relevant client person served data, such as demographics, will be maintained.

The outcome measures and indicators provided below represent County DBH and DSS program goals to be achieved by the Contractor in addition to Contractor's developed outcomes.

- A. Timeliness of Service – Contractor will respond to referrals within a proper timeframe, in order to engage with the persons served as soon as possible.
- a. Timely access to services from referral to assessment.
  - b. 100% of all assessments will be signed/completed within thirty (30) days.

## Exhibit A

- c. Timely access to service from assessment to ongoing treatment
  - d. Timely access to services from referral to medication evaluation, when appropriate
- B. Access and Engagement – Contractor will ensure that persons served have access to treatment, that the person served is actively involved in treatment, and that every effort is made to aid the client persons served in successfully completing treatment.
- a. Contractor will provide services in a location determined by the needs/preference of the person served and clinical appropriateness.
  - b. Contractor will track the number, type, and location of services per person served.
  - c. Contractor will actively provide ICC and IHBS services.
  - d. Clinician attendance at 100% of team meetings.
- C. Wellness, Recovery, and Resiliency Supports – a collaborative approach to treatment strategies to aid in the successful completion of treatment, reunification, and reduction in recidivism.
- a. Effectiveness of discharge planning as demonstrated by referral and linkage to other County programs, community providers, and community resources.

### TRANSITION OPTIMIZATION FUNDS

One-time Transition Optimization Funds will be available to specialty mental health providers and Drug Medi-Cal providers within FY 2023-24 to encourage Contractors to identify and implement organization changes during the first year of CalAIM Payment Reform to improve outcomes for persons served and create operational efficiencies. Contractor is expected to utilize the strategies, tools and knowledge learned to their programming and continue to improve services for the population served.

Drug Medi-Cal Transition Optimization funds will be provided through County Realignment.

- a. Funding Allocation Methodology
  - i. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.
  - ii. Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.

## Exhibit A

- iii. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- iv. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

### b. **Responsibilities**

#### i. **Letter of Intent**

Contractor shall submit a letter of intent to DBH by July 31, 2023 identifying the selected Transition Optimization Activity(ies) and commitment to meet the deliverable deadlines as described below. The letter shall include all current Medi-Cal billable specialty mental health and substance use disorder services agreements the Contractor has with the County.

The County shall respond to the Contractor's letter of intent within 30 days. The County's response shall include a breakdown of anticipated payments, as determined by the County, depending on the Transition Optimization Activity(ies) chosen and depending on the number of current Medi-Cal billable specialty mental health and substance use disorder services agreements the Contractor has with the County.

#### ii. **Quarterly Reports**

Contractor shall submit quarterly progress reports and invoices. Reports shall be submitted on the dates indicated in the Schedule of Deliverables below. Invoices are due 15 days after the end of each quarter. All activities shall be completed by June 30, 2024. The report shall include updated plans/tools and progress Contractor has made toward the Transition Optimization Activity(ies) described in each Contractors' letter of intent.

#### iii. **Schedule of Deliverables: Equity Gap Analysis, Fiscal Monitoring Tool, and Electronic Health Record**

##### 1. Q1 Reports: July-Sept:

- a. Letter of Intent: Due July 31, 2023
- b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic Health Record Implementation Plans (if applicable): Due September 30, 2023
- c. Fiscal Monitoring Tool Identified Practices and Strategies (if applicable): Due September 30, 2023

## Exhibit A

2. Q2 Report: Oct-Dec: Due January 15, 2024
  3. Q3 Report: Jan-Mar: Due April 15, 2024
  4. Q4 Report: Apr-June: Due July 15, 2024
- iv. All deliverables will be reviewed and approved by DBH prior to payment.

### c. **Eligible Transition Optimization Activities**

- i. **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate fiscal health of the organization. Tools shall, at a minimum, monitor costs, productivity targets and identify one or more practice pattern(s) the organization is employing to increase direct care time to the Medi-Cal population.
  1. **Fiscal Monitoring Tools and Implementation Plan:** Contractor shall develop fiscal monitoring tools that will be used monthly to ensure their organizational fiscal health and implementation plan. Fiscal monitoring tools drafts and implementation plan shall be submitted to DBH by September 30, 2023.
    - a. **Identified Practice:** Identify at least one process improvement that shall be modified by September 30, 2023.
    - b. **Quarterly Progress Reports:** Quarterly progress reports shall be submitted including but not limited to a narrative of progress, obstacles, alternative solutions and outcomes.
    - c. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- ii. **Equity Gap Analysis:** Contractor shall produce a report identifying the race/ethnicity of population served in fiscal year 2022-23 compared to the County's population as provided by the County. Contractor shall identify key disparities in both persons served and amount of services and frequency of transitions to other levels of care received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.
  1. **Report on Underserved Population:** Contractor shall submit an Equity Gap Report to the Department containing including, but not limited to, the following:

## Exhibit A

- a. Identify if it serves specific population within its program(s) and identify whom the program(s) currently served based on data.
  - b. Staffing/workforce information and demographics. Report the staffing/workforce supporting the different programs and populations served by the provider in Fresno County. This data is to evaluate how the staffing reflects the populations it is serving.
  - c. Comparison of the county penetration rates to the demographics of persons served by the Contractor and program(s) under agreement with DBH.
  - d. Data on retention of persons served by demographics. Total persons served and the average length of stay by demographics of the persons served in programs.
    - i. Which populations are remaining in the programs by demographics, which ones are having the shortest stays.
    - ii. How long is the average length of stay by the demographics.
  - e. Identify what data points the Contractor is missing at this time that challenges its ability to thoroughly assess its equity gap analysis. Examples: Data is not collected, Data that is missing or under reported, data not captured in its processes, etc.
2. Equity Improvement Implementation Plan: Contractor shall submit an Equity Improvement Implementation Plan related to improving health equity by September 30, 2023. The plan shall include the following items at a minimum:
- a. Contractor shall select three strategies from below:
    - i. Plan shall include specific efforts including, but not limited to, the following and timelines to increase access to underserved groups.
      1. Outreach/Engagement with underserved communities
      2. Active attendance/participation in DBH's Diversity Equity and Inclusion (DEI) workgroup
      3. Plan for retention of persons served in programs who are underrepresented
      4. Improvement of demographic data collection including Sexual Orientation Gender Identity (SOGI)/LGBTQ data.
    - ii. Plan shall address workforce capacity to render services to more underserved populations, through:

## Exhibit A

1. Development of bilingual personnel
  2. Recruitment plan for more diverse workforce to reflect populations served.
  3. Training for workforce to increase capacity to be culturally responsive
  4. Development workforce pool for the future that can be bilingual and bicultural
- b. Timeline for each effort shall be included in the plan.
- c. Contractor shall identify the measurement to be used to demonstrate successful implementation of plan. Measure may be identified by the Contractor to best support their plan and goals.
- d. Contractor shall develop and submit policies and procedures to formally support equity effort.
3. Quarterly Progress Reports: Use available data including but not limited to, External Quality Review Organization (EQRO) and EHR data to evaluate the strategies deployed. Quarterly progress reports shall be submitted including but not limited to a narrative of the progress, obstacles, alternative solutions and outcomes. The final quarter shall include a comprehensive final report on the outcomes.
4. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- iii. **Electronic Health Record (EHR)**: The implementation and expansion of the SmartCare EHR is an essential component of improving oversight with the implementation of payment reform. Furthermore, a standardized EHR will improve continuity of care, create transparency across the system, remove obstacles for individuals accessing services and improve the overall outcomes for persons served. For Contractors who plan to opt in to use SmartCare or have previously opted into DBH's former EHR and intend to transition to SmartCare, user fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.
1. Option One: Current EHR Users
    - a. Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to

## Exhibit A

improve care for persons served, and a training plan for their organization by September 30, 2023.

- b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
- c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

### 2. Option Two: Non-EHR Users

- a. Contractor shall submit an implementation plan by September 30, 2023 regarding how they will transition to utilizing the SmartCare EHR by June 30, 2024. The plan shall include, at a minimum, an identified Go Live Date, plan on how the current record system will be maintained and utilized, training plan including number of individuals, and additional supports. The Go Live Date must occur by June 30, 2024 to receive final payment. Contractor shall work closely with DBH to identify needs, assignments, collaboration opportunities to transition.
- b. For Option 2, the Contractor shall not be reimbursed more than \$200,000 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. The total maximum compensation available for this option, shall include costs for maintaining current electronic health record/record system and additional supports and training costs per user. Contractor shall transition both specialty mental health and Drug Medi-Cal programming to the County's EHR and shall be required to use the County's EHR for future eligibility agreements with DBH. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

## Exhibit B

### BEHAVIORAL HEALTH REQUIREMENTS

#### 1. CONTROL REQUIREMENTS

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

#### 2. PROFESSIONAL LICENSURE

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

#### 3. CONFIDENTIALITY

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

#### 4. NON-DISCRIMINATION

##### A. Eligibility for Services

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

##### B. Employment Opportunity

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

## Exhibit B

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

### 5. PATIENTS' RIGHTS

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

### STATE CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

## Exhibit B

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

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

### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

### Federal database checks.

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

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

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

#### 1. SERVICES AND ACCESS PROVISIONS

##### a. CERTIFICATION OF ELIGIBILITY

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

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

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

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

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

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Medicare & Medicaid Services (CMS) approved ICD diagnosis code

### d. MEDICAL NECESSITY

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

### e. COORDINATION OF CARE

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

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

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

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

### a. SERVICE AUTHORIZATION

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

### b. DOCUMENTATION REQUIREMENTS

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

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

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

### c. ASSESSMENT

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

### d. ICD-10

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

### e. PROBLEM LIST

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

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

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

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

### i. TELEHEALTH

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

## 3. CLIENT PROTECTIONS

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

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

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

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

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

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

### b. TIMELY ACCESS

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

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

## Exhibit B

### d. PHYSICIAN INCENTIVE PLAN

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

## 5. DATA, PRIVACY AND SECURITY REQUIREMENTS

### a. ELECTRONIC PRIVACY AND SECURITY

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

## 6. PROGRAM INTEGRITY

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

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

## **Exhibit B**

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

# Exhibit C

## Fresno County Department of Behavioral Health

### Guiding Principles of Care Delivery

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#### **DBH VISION:**

Health and well-being for our community.

#### **DBH MISSION:**

DBH, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

#### **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

## Exhibit C

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 2. Principle Two - Strengths-based

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

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

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

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

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

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

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

## Exhibit C

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 6. Principle Six - Culturally Responsive

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

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

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

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

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

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

- Interventions are motivation-based and adapted to the person'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

## Exhibit C

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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

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

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

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

## Exhibit D

### DOCUMENTATION STANDARDS FOR PERSON SERVED RECORDS

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

#### A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

#### B. Problem list

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

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

## Exhibit D

### C. Treatment and Care Plan Requirements

#### 1. Targeted Case Management

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

#### 2. Services requiring Treatments Plans

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

## Exhibit D

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

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

### D. Progress Notes

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

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

### 2. Timeliness/Frequency of Progress Notes

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

## Exhibit E



# Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

**Section:** Mental Health

**Effective Date:** 05/30/2017

**Revised Date:** 05/30/2017

**Policy Title:** Performance Outcome Measures

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

### **POLICY:**

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

### **PURPOSE:**

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

### **REFERENCE:**

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

DHCS Service, Administrative and Operational Requirements

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

Commission on Accreditation of Rehabilitation Facilities (CARF)

### **DEFINITIONS:**

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

#### **MISSION STATEMENT**

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

Template Review Date 3/28/16

## Exhibit E

# Department of Behavioral Health Policy and Procedure Guide



Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

### Policy Title: Performance Outcome Measures

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

### PROCEDURE:

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

## Exhibit E



# Department of Behavioral Health Policy and Procedure Guide

Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

### Policy Title: Performance Outcome Measures

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

**Fresno County Department of Behavioral Health  
Specialty Mental Health Services Outpatient Rates**

<b>FSP, AOT, and TBS</b>	
<b>Provider Type</b>	<b>Provider Rate Per Hour</b>
Psychiatrist/ Contracted Psychiatrist	\$1,140.98
Physicians Assistant	\$511.73
Nurse Practitioner	\$567.38
RN	\$463.45
Certified Nurse Specialist	\$567.38
LVN	\$243.47
Pharmacist	\$546.16
Licensed Psychiatric Technician	\$208.72
Psychologist/Pre-licensed Psychologist	\$458.87
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$296.95
Occupational Therapist	\$395.28
Mental Health Rehab Specialist	\$223.41
Peer Recovery Specialist	\$234.58
Other Qualified Providers - Other Designated MH staff that bill medical	\$223.41

# Exhibit G

## Insurance Requirements

### 1. Required Policies

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

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

## Exhibit G

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

### 2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

## Exhibit G

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

## Exhibit G

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

## Exhibit H

### FRESNO COUNTY MENTAL HEALTH PLAN

#### **Grievances**

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

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

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

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

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

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

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

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

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

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

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

## Exhibit H

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

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

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

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

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

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

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

# Exhibit I

## INCIDENT REPORTING

### PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at <https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

- The reporting portal is available 24 hours a day, every day.
- Any employee of the Contractor can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the Contractor can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the Contractor's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.
- Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the DBH's Guiding Principles of Care Delivery and wellness of the workforce, Contractor shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to DBH.

Questions about incident reporting, how to use the incident reporting portal, or designating/changing the name of the administrator who will review incidents for the Contractor should be emailed to [DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov) and the assigned contract analyst.

## Exhibit I



### Mental Health Plan (MHP) and Substance Use Disorder (SUD) services Incident Reporting System

## INCIDENT REVIEWER ROLE – User Guide

Fresno County Department of Behavioral Health (DBH) requires all of its county-operated and contracted providers (through the Mental Health Plan (MHP) and Substance Use Disorder (SUD) services) to complete a written report of any incidents compromising the health and safety of persons served, employees, or community members.

Yes! Incident reports will now be made through an on online reporting portal hosted by Logic Manager. It's an easier way for any employee to report an incident at any time. A few highlights:

- No supervisor signature is immediately required.
- Additional information can be added to the report by the program supervisor/manager without having to resubmit the incident.
- When an incident is submitted, the assigned contract analyst, program supervisor/manager, clinical supervisor and the DBHIncidentReporting mailbox automatically receives an email notification of a new incident and can log in any time to review the incident. Everything that was on the original paper/electronic form matches the online form.
- Do away with submitting a paper version with a signature.
- This online submission allows for timely action for the health and safety of the persons-served, as well as compliance with state reporting timelines when necessary.

As an Incident Reviewer, the responsibility is to:

- Log in to Logic Manager and review incident submitted within 48 hours of notification of incident.
- Review incident for clarity, missing information and add in additional information deemed appropriate.
- Notify [DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov) if there is additional information to be report after initial submission
- Contact [DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov) if there are any concerns, questions or comments with Logic Manager or incident reporting.

### ***Below is the link to report incidents***

<https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

The link will take employees to the reporting screen to begin incident submission:

# Exhibit I

← → ↻ 🏠 [fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e](https://fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e)

LogicManager

## Incident Report

Please complete this form

### Client Information

Name of Facility\*

Select option

Name of Reporting Party\*

Enter text

Facility Address\*

Enter text

Facility Phone Number\*

Enter text

Mental Health or Substance Use Disorder Program?\*

Select option

Client First Name\*

Enter text

Client Last Name\*

Enter text

← → ↻ 🏠 [fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e](https://fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e)

Enter text

Client Date of Birth

mm/dd/yyyy

Client Address

Enter text

Client ID

Enter text

Gender\*

Select option

County of Origin\*

Select option

### Summary

Subject ⓘ

Enter text

Incident (check all that apply)\*

Select option(s)

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Enter text

Description of the incident\*

Enter text

# Exhibit I

Similar to the paper version, multiple incident categories can be selected

Enter text

Incident (check all that apply)\*

Medical Emergency ✕ | Death of Client ✕ |

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

Violence/Abuse/Assault (toward others, client and/or property)

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

mm/dd/yyyy

← → ↻ 🏠 [fresnodb.logicmanager.com/incidents/?t=9&p=1&k=182be0c5ccd5072bb1864cdee4d3d6e](https://fresnodb.logicmanager.com/incidents/?t=9&p=1&k=182be0c5ccd5072bb1864cdee4d3d6e)

Date of Incident\*

mm/dd/yyyy

Time of Incident\*

Enter text

Location of Incident\*

Enter text


Key People Directly Involved in Incident (witnesses, staff)\*

Enter text

Did the Injured Party seek Medical Attention?

Select option

Attach any additional details

 [Add File](#) or Drop File Here

Reported By Name\*

Enter text

Reported By Email\*

Enter text

Reported On

10/30/2019

# Exhibit I

As another bonus feature, either drag files (such as a copy of a UOR, additional statements/document) or click on Add File to upload a file.

Reported By Name\*

Enter text

Reported By Email\*

Enter text

Reported On

10/30/2019

Follow Up

Action Taken (check all that apply)\*

Select option(s)

Please specify if other

Enter text

Description of Action Taken\*

Enter text

Outcome\*

Enter text

SUBMIT

Similar to the paper version, multiple Action Taken categories can be selected.

Follow Up

Action Taken (check all that apply)\*

Law Enforcement Contacted × Called 911/EMS ×

Consulted with Physician

First Aid/CPR Administered

Client removed from building

Parent/Legal Guardian Contacted

Other

When done entering all the information, simply click submit.

Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

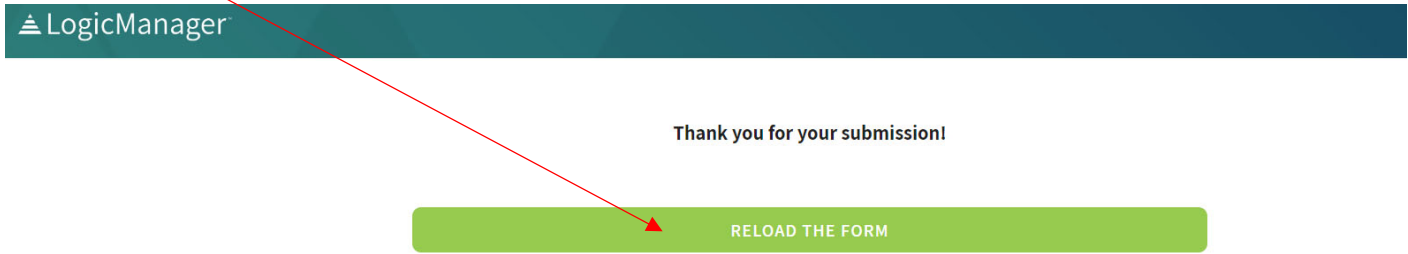
Outcome\*

Enter text

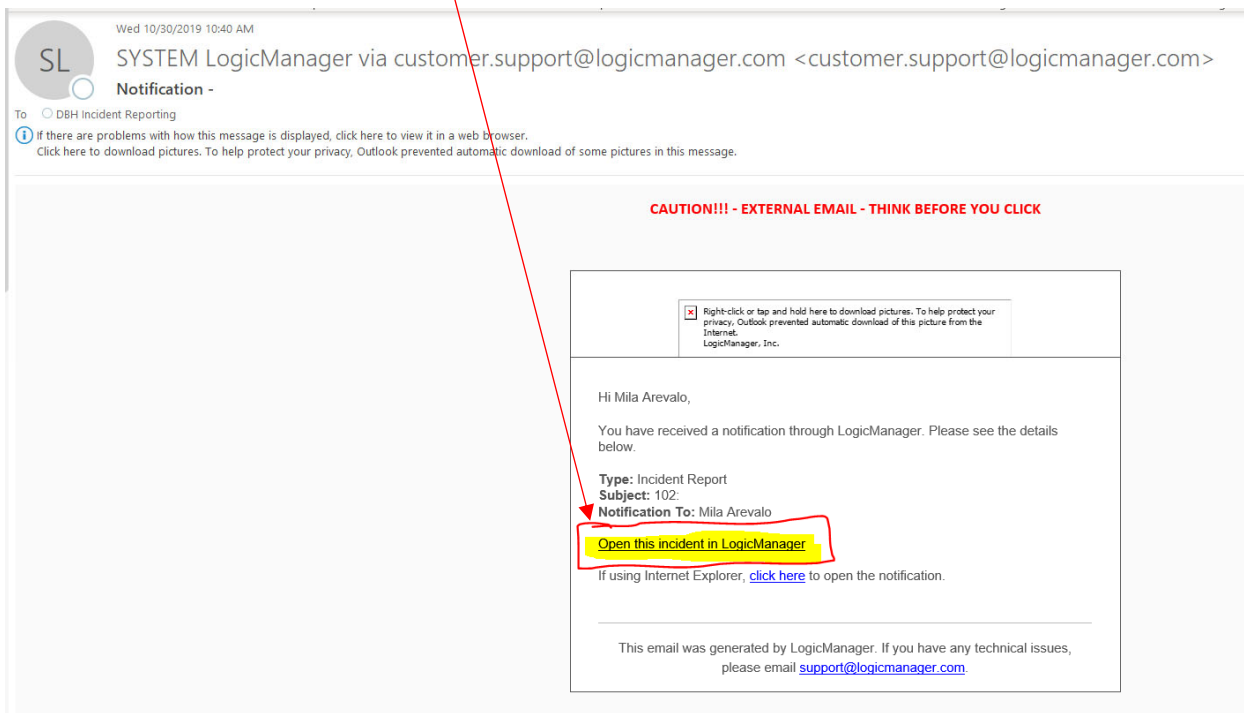
SUBMIT

# Exhibit I

A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.



A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on "Open this incident in Logic Manager" and the Logic Manager login screen will show.



# Exhibit I

Enter in email address and password. First time users will be prompted to set up a password.

← → ↻ 🏠 🔒 fresnodbh.my.logicmanager.com/login

**LogicManager**

Email Address

Password

**LOG IN**

[Forgot your password?](#)

Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.

**LogicManager** Plans ? med test

### Your Task List

🔍 Search

TASK NAME	SOURCE	STATUS	ASSIGNED TO	ASSIGNED BY	DUE DATE
Analyst Follow Up		In Progress	med test	SYSTEM LogicManager	

🏠 < [ ] / 1 > 🏠

# Exhibit I

This screen below will then pop up. There are 5 tabs to navigate through. **Client information** will show the client and facility information. No edits can be made to this section.

**Analyst Follow Up**

Task Details **Client information** Summary Follow Up Documents

Name of Facility\* AA TEST FACILITY AA

Name of Reporting Party\*

Facility Address\*

Facility Phone Number\*

Mental Health or Substance Use Disorder Program?\*

Mental Health

Client First Name\*

Client Last Name\*

Client Middle Initial

Task ID: 313 Source: 103: null

Navigation: << < 2 > >>

Buttons: CANCEL SAVE SUBMIT

The next tab is **Summary**: No edits can be made to this section.

**Analyst Follow Up**

Task Details Client information **Summary** Follow Up Documents

Subject

Enter text

Incident (check all that apply)\*

Death of Client

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Enter text

Description of the incident\*

Rich text editor toolbar

Date of Incident\* 10/30/2019

Time of Incident\*

Location of Incident\*

Task ID: 313 Source: 103: null

Navigation: << < 3 > >>

Buttons: CANCEL SAVE SUBMIT

# Exhibit I

The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then **Cancel** to Exit out of the incident.

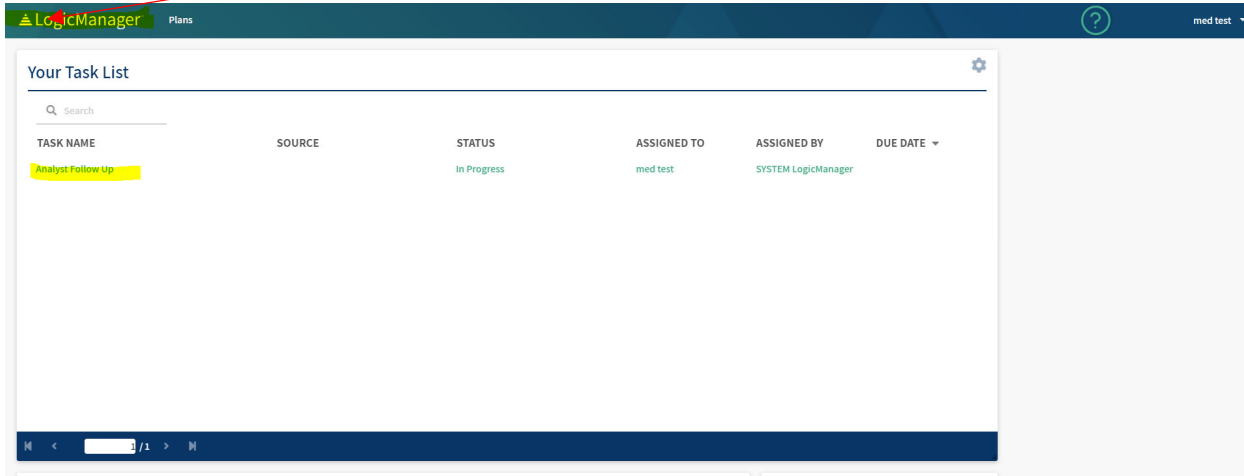
The next tab is **Documents**: View and add attachments to the incident. Be sure to click **SAVE** when adding documents. Then **Cancel** to Exit out of the incident.

If all tasks are followed up with and the incident no longer needs further review/information, click **SUBMIT**. Once submitted, the incident will be removed from the task list and no further edits can be made. Notice the **SUBMIT** button is on every tab. If further information needs to be included, email

[DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov)

# Exhibit I

To get back to the home view, click on the Logic Manager icon at any time. Any incidents that still need review will show on this screen, click on the next incident and start the review process again.



## Exhibit J

### FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM

#### *CONTRACTOR CODE OF CONDUCT AND ETHICS*

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

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

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

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

## Exhibit J

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

## Exhibit J

### Fresno County Mental Health Compliance Program

#### Contractor Acknowledgment and Agreement

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

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

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#### For Individual Providers

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

Discipline:  Psychiatrist  Psychologist  LCSW  LMFT

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

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#### For Group or Organizational Providers

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

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

Discipline:  Psychiatrist  Psychologist  LCSW  LMFT

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

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

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

## Exhibit K

### COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

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

#### Medi-Cal Organizational Provider Standards

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

## Exhibit K

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

# Exhibit L

## Data Security

### 1. Definitions

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

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

## Exhibit L

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

### 2. Standard of Care

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

## Exhibit L

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

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

### 3. Information Security

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

## Exhibit L

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

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

## Exhibit L

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

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

#### 4. Security Breach Procedures

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

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

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

## Exhibit L

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

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

### 5. Oversight of Security Compliance

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

## Exhibit L

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

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

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

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

## Exhibit L

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

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

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

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

# Exhibit M

## Self-Dealing Transaction Disclosure Form

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

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

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

### Instructions

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

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

## Exhibit M

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

# Exhibit N

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

## Exhibit N

**YES    NO**

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks \_\_\_\_\_

## Exhibit O

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

#### INSTRUCTIONS FOR CERTIFICATION

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

#### CERTIFICATION

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

## Exhibit O

- (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: \_\_\_\_\_

  
James D. Todd, CEO  
(Printed Name & Title)

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

MAY 11, 2023  
JOT Consultants, Inc.  
(Name of Agency or Company)

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

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

## Principal Standard:

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

## Governance, Leadership, and Workforce:

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

## Communication and Language Assistance:

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

## Engagement, Continuous Improvement, and Accountability:

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



# The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.<sup>1</sup> Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,<sup>2</sup> such as socioeconomic status, education level, and the availability of health services.<sup>3</sup>

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.<sup>4</sup>

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.<sup>5,6</sup> By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities<sup>7</sup> and the National Stakeholder Strategy for Achieving Health Equity,<sup>8</sup> which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

**Of all the forms of inequality, injustice in health care is the most shocking and inhumane.**

— Dr. Martin Luther King, Jr.

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