

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **JDT CONSULTANTS, INC.**, a California for-profit Corporation, whose business address is 4205 West Figarden Drive, Fresno, CA 93722, hereinafter referred to as "**CONTRACTOR**" (collectively the "parties").

WITNESSETH:

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

WHEREAS, the COUNTY MHP is in need of a CONTRACTOR to provide Therapeutic Behavioral Services (TBS) to certain COUNTY Medi-Cal beneficiaries, as specified in this Agreement and as part of Fresno County's Mental Health Plan (hereinafter referred to as "the COUNTY PLAN"), submitted to the California State Department of Health Care Services (DHCS) pursuant to article 5, section 14680-14685, Chapter 8.8, Division 9, Welfare and Institution Code, and originally approved by the Fresno County Board of Supervisors on March 17, 1998 and updated year-to-year; and

WHEREAS, CONTRACTOR is qualified and willing to provide such TBS pursuant to the terms and conditions of this Agreement, and pursuant to 9 C.C.R., Division 1, Chapter 11, the State DHCS, Mental Health Services Division Letters No. 99-03 (July 23, 1999) and other relevant letters published from time to time by DHCS, the permanent injunction issued by the United States District Court in the case of *Emily Q. v Bonta* (C.D. Cal 2001, CV 98-4181 AMH [AIJx])m, and the Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. Subclass Members, all of which are incorporated into this Agreement by this reference; and

WHEREAS, CONTRACTOR's staff is specially trained, experienced, expert and competent to perform TBS pursuant to the foregoing DHCS Letters and regulations referenced herein and made part of this Agreement.

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

1 **1. SERVICES**

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

5 B. CONTRACTOR shall also perform all services and fulfill all responsibilities as
6 specified in COUNTY's Request for Proposal (RFP) No. 18-033 dated March 19, 2018, Addendum No.
7 One (1) to COUNTY's RFP No. 18-033 dated March 20, 2018, and Addendum No. Two (2) to COUNTY's
8 RFP No. 18-033 dated April 23, 2018, collectively referred to herein as COUNTY's Revised RFP, and
9 CONTRACTOR's response to said Revised RFP dated May 3, 2018 all incorporated herein by reference
10 and made part of this Agreement. In the event of any inconsistency among these documents, the
11 inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this
12 Agreement, including Exhibits and excluding the Revised RFP and Contractor's Response to RFP; 2) to
13 the Revised RFP; and 3) to CONTRACTOR's Response to the Revised RFP. A copy of COUNTY's
14 Revised RFP No. 18-033 and CONTRACTOR's response thereto shall be retained and made available
15 during the term of this Agreement by COUNTY's DBH Contracts Division.

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

19 D. It is acknowledged by all parties hereto that COUNTY's DBH shall monitor the
20 services provided by CONTRACTOR, in accordance with Section Fourteen (14) of this Agreement.

21 E. CONTRACTOR shall participate in periodic workgroup meetings consisting of staff
22 from COUNTY's DBH to discuss service requirements, data reporting, outcomes measurement, training,
23 policies and procedures, overall program operations, and any problems or foreseeable problems that may
24 arise.

25 F. Changes to any CONTRACTOR corporate information or service sites shall be
26 made upon 30 days advance written notification to COUNTY's DBH Director and upon written approval
27 from COUNTY's DBH Director or designee.

28 G. CONTRACTOR shall maintain requirements as a COUNTY MHP organizational

1 provider throughout the term of this Agreement. If, for any reason, this status is not maintained, COUNTY
2 may terminate this Agreement pursuant to Section Three (3) of this Agreement.

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

7 **2. TERM**

8 This Agreement shall become effective on the 1st day of January, 2019 and shall terminate
9 on the 30th day of June, 2021.

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

14 **3. TERMINATION**

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

19 B. Breach of Contract – COUNTY may immediately suspend or terminate this
20 Agreement in whole or in part, where in the determination of COUNTY there is:

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

25 In no event shall any payment by COUNTY constitute a waiver by the COUNTY of any
26 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
27 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
28 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the

1 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of the
2 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
3 promptly refund any such funds upon demand or, at COUNTY's option, such repayment shall be deducted
4 from future payments owing to CONTRACTOR under this Agreement.

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

8 D. CONTRACTOR may terminate this Agreement. If terminated by CONTRACTOR,
9 termination shall require sixty (60) days advance written notice of intent to terminate (with allowance for
10 appropriate clinical transition of clients prior to termination of services), transmitted by CONTRACTOR to
11 COUNTY by Certified or Registered U.S. Mail, Return Receipt Requested, addressed to the office of
12 COUNTY as follows:

13 Director (or designee)
14 Department of Behavioral Health
15 3133 N. Millbrook
16 Fresno, CA 93703

16 **4. IMPOSITION OF ADDITIONAL CONTROLS**

17 CONTRACTOR recognizes that COUNTY, through the utilization management and
18 quality improvement process, may be required to take action necessitating consultation with its Medical
19 Director or with other physicians prior to the authorization of TBS, or to terminate this Agreement. In
20 the interest of program integrity or the welfare of Members (as defined by Exhibit A, section (1)(A)),
21 COUNTY may introduce additional utilization controls as may be necessary at any time and without
22 advance notice to CONTRACTOR. In the event of such change, COUNTY shall notify CONTRACTOR
23 in writing, and the change shall take effect upon the tenth (10th) calendar day following the deposit of
24 said notice, by COUNTY, into the United States mail, postage prepaid, to the address set forth in
25 Section 37 of this Agreement.

26 **5. CLAIMS AND PAYMENT PROCESSING**

27 A. Conditions for Payment

28 COUNTY will reimburse CONTRACTOR for TBS rendered to Members only

1 when all of the following conditions are met:

2 1. The Member is eligible for Medi-Cal Program benefits at the time the TBS
3 is rendered by CONTRACTOR;

4 2. The service is a Covered/Billable Service as defined in Exhibit A and
5 under the COUNTY PLAN according to the terms and conditions set forth in the COUNTY's Mental
6 Health Plan Provider Manual in effect at that time (See Exhibit A);

7 3. Prior authorization was received by CONTRACTOR from COUNTY;

8 4. Claims for payment are submitted within thirty (30) days after the month
9 in which services were rendered.

10 B. Claims

11 1. CONTRACTOR shall obtain and complete claim forms as adopted by
12 COUNTY, as may be amended from time to time for use in the COUNTY PLAN, for Covered Services
13 rendered to Members and submit claims to COUNTY within thirty (30) days after the month in which
14 services were rendered. CONTRACTOR will submit a completed "Claims Certification" in the form set
15 forth in Exhibit B, attached hereto and incorporated herein, with each claim or batch of claims submitted
16 to COUNTY. Payments by COUNTY shall be in arrears, for actual services provided during the
17 preceding month, within forty-five (45) days of receipt, verification and approval of CONTRACTOR's
18 invoices by COUNTY. CONTRACTOR certifies with each claim submitted that the covered services
19 were provided solely by a Licensed, Waivered, or Registered Mental Health professional or TBS
20 Coach. CONTRACTOR further certifies with each claim submitted that no active employee of COUNTY
21 has provided any service to any Member on said claim form (Government Code § 1090 and Fresno
22 County Charter § 41). Should CONTRACTOR fail to comply with any provision of this Agreement,
23 COUNTY shall be relieved of any obligation to compensate CONTRACTOR for services provided.

24 It is understood by all parties that expenses incidental to CONTRACTOR's
25 performance of services under this Agreement shall be borne by CONTRACTOR.

26 2. It is understood that each claim is subject to audit for compliance with
27 Federal and State regulations and the Provider Manual, and that COUNTY may be making payments
28 on claims in advance of said review. In the event that a claim is disapproved, COUNTY may, at its sole

1 discretion, withhold compensation or offset from other payments due in the amount of said disapproved
2 claims.

3 C. Reimbursement

4 1. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
5 receive compensation for providing TBS at a rate of Two and No/100 Dollars (\$2.00) per minute for
6 actual time provided to Members within and outside of Fresno County up to the amount of time
7 authorized by COUNTY and documented in the TBS progress note.

8 2. Maximum Contract Amount

9 The maximum amount payable to CONTRACTOR for the period of January
10 1, 2019 through June 30, 2019 shall not exceed Two Million One Hundred Thousand and No/100 Dollars
11 (\$2,100,000.00).

12 The maximum amount payable to CONTRACTOR for the period of July 1,
13 2019 through June 30, 2020 shall not exceed Three Million Nine Hundred Thousand and No/100 Dollars
14 (\$3,900,000.00).

15 The maximum amount payable to CONTRACTOR for the period of July 1,
16 2020 through June 30, 2021 shall not exceed Four Million and No/100 Dollars (\$4,000,000.00).

17 The maximum amount payable to CONTRACTOR for the period of July 1,
18 2021 through June 30, 2022 shall not exceed Four Million One Hundred Thousand and No/100 Dollars
19 (\$4,100,000.00).

20 The maximum amount payable to CONTRACTOR for the period of July 1,
21 2022 through June 30, 2023 shall not exceed Four Million Two Hundred Thousand and No/100 Dollars
22 (\$4,200,000.00).

23 In no event shall the maximum contract amount, for the full contract term of
24 January 1, 2019 through June 30, 2023, for all the services provided by CONTRACTOR to COUNTY
25 under the terms and conditions of this Agreement be in excess of Sixteen Million Fifty Thousand and
26 No/100 Dollars (\$18,300,000.00) during the total term of this Agreement.

1 offset COUNTY net cost associated with payment to CONTRACTOR. Any amount generated under
2 the minimum Medi-Cal claims amount shall reduce the total amount paid under this contract by the
3 difference between the minimum Medi-Cal claims amount and the total actual amount claimed.

4 Actual and projected Medi-Cal claims revenue and units of service shall be reviewed
5 quarterly by COUNTY and CONTRACTOR during each fiscal year of this Agreement. In the event the
6 Medi-Cal claims revenue at these intervals, or projected through year-end, will not meet the budgeted
7 amount necessary to support the program expenditures, CONTRACTOR shall submit a plan to
8 increase revenues and/or reduce costs within 30 calendar days of such identified shortfall, while
9 continuing to provide services in accordance with Section One (1) hereinabove. COUNTY must
10 approve CONTRACTOR's plan within 30 calendar days of submission.

11 COUNTY and CONTRACTOR shall initially settle to the lower of CONTRACTOR's
12 actual costs or published rates after COUNTY's initial cost settlement report is submitted to the State
13 each year. Final settlement will occur after COUNTY's final reconciliation is submitted to the State
14 (approximately 18 months after each fiscal year end).

15 Settlement consists of determining total fiscal year payment based on the lesser of the
16 following two amounts (see Exhibit D):

17 a. Actual CONTRACTOR costs submitted on the CONTRACTOR's cost report; or

18 b. Total of the following:

19 i. Medi-Cal claims up to a maximum of contracted Medi-Cal claim amount
20 determined as follows:

21 1. Units of service multiplied by the lowest of the following rates:

22 CONTRACTOR's published charges, actual costs, or RFP rate; and

23 ii. Non-Medi-Cal claims up to a maximum of contracted non-Medi-Cal claim
24 amount determined as follows:

25 1. Units of service multiplied by the lowest of the following rates:

26 CONTRACTOR's published charges, actual costs, or RFP rate.

27 If payment is owed to COUNTY by CONTRACTOR as determined in the initial or final
28 cost settlement process as stated herein, CONTRACTOR shall pay the COUNTY within forty-five (45)

1 calendar days of notification by COUNTY or COUNTY shall withhold future payments until all excess
2 funds have been recouped. If payment is due to CONTRACTOR by COUNTY, as determined in the
3 initial or final cost settlement process as stated herein, COUNTY shall pay the CONTRACTOR no later
4 than twelve (12) months after the COUNTY's final reconciliation is submitted to the State.

5 A final payment may be required from CONTRACTOR or made to CONTRACTOR after
6 the final audit by the State DHCS (approximately five (5) years after fiscal year end). CONTRACTOR
7 shall be held financially liable for any and all future disallowances/audit exceptions due to
8 CONTRACTOR's deficiency discovered through the State audit process. The disallowed amount will
9 be remitted within forty-five (45) days to the COUNTY upon notification or shall be withheld from
10 subsequent CONTRACTOR payment.

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

15 B. CONTRACTOR shall submit service data into COUNTY's electronic information
16 system, in accordance with COUNTY's DBH documentation standards, to allow COUNTY to bill Medi-
17 Cal, and any other third-party source, for services and meet State and Federal reporting requirements.

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

24 D. Medi-Cal Certification and Mental Health Plan Compliance

25 CONTRACTOR shall comply with any and all requests and directives associated
26 with COUNTY maintaining State Medi-Cal site certification. CONTRACTOR shall provide specialty
27 mental health services in accordance with COUNTY's Mental Health Plan. CONTRACTOR must comply
28 with the "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set forth in

1 Exhibit E, attached hereto and incorporated herein by reference and made part of this Agreement.

2 CONTRACTOR shall comply with any and all requests associated with any State and/or Federal reviews
3 or audits.

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

12 **7. INDEPENDENT CONTRACTOR**

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

24 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
25 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be
26 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee
27 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all
28 matters relating to payment of CONTRACTORS employees, including compliance with Social Security,

1 withholding, and all other regulations governing such matters. It is acknowledged that during the term of
2 this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this
3 Agreement.

4 **8. MODIFICATION**

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

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

12 Modifications shall not result in any change to the annual maximum compensation amount
13 payable to CONTRACTOR, as stated in this Agreement.

14 **9. NON-ASSIGNMENT**

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

17 **10. HOLD-HARMLESS**

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

26 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local
27 audit exceptions resulting from noncompliance herein on the part of CONTRACTOR.

28 **11. MEMBER'S POTENTIAL TORT, CASUALTY, OR WORKER'S COMPENSATION**

1 **AWARDS**

2 CONTRACTOR shall notify COUNTY immediately that a potential tort, casualty
3 insurance, or Worker's Compensation award may reimburse Member for any Covered Services
4 rendered by CONTRACTOR whenever CONTRACTOR discovers such potential awards.

5 CONTRACTOR shall further obtain any information requested by COUNTY from Member regarding
6 any such possible award, and CONTRACTOR shall use its best efforts to obtain reimbursement from
7 such sources. In the event that CONTRACTOR is reimbursed from any tort, casualty insurance, or
8 Worker's Compensation award, CONTRACTOR shall promptly reimburse COUNTY for any payment
9 made by COUNTY for such charges reimbursed.

10 **12. INSURANCE**

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

14 A. **Commercial General Liability**

15 Commercial General Liability Insurance with limits of not less than Two Million
16 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million
17 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis.
18 COUNTY may require specific coverages including completed operations,
19 product liability, contractual liability, Explosion-Collapse-Underground (XCU), fire
20 legal liability, or any other liability insurance deemed necessary because of the
21 nature of the Agreement.

22 B. **Automobile Liability**

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

C. **Real and Property Insurance**

CONTRACTOR shall maintain a policy of insurance for all risk personal property
coverage which shall be endorsed naming the County of Fresno as an additional
loss payee. The personal property coverage shall be in an amount that will cover
the total of COUNTY purchase and owned property, at a minimum, as discussed
in Section Twenty (23) of this Agreement.

1 D. All Risk Property Insurance

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

7 E. Professional Liability

8 Professional Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual
10 aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in
11 full force and effect for a period of three (3) years following the termination of this
12 Agreement, one or more policies of professional liability insurance with limits of
13 coverage as specified herein.

14 F. Child Abuse/Molestation and Social Services Coverage

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

22 G. Worker's Compensation

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

25 H. Cyber Liability

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

I. Waiver of Subrogation

CONTRACTOR hereby grant to COUNTY a waiver of any right to subrogation
which any insurer of said CONTRACTOR may acquire against COUNTY by
virtue of the payment of any loss under insurance. CONTRACTOR agrees to

1 obtain any endorsement that may be necessary to affect this waiver of
2 subrogation, but this provision applies regardless of whether or not COUNTY has
3 received a waiver of subrogation endorsement from the insurer.

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

11 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
12 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
13 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133 N.
14 Millbrook Ave, Fresno, California, 93703, Attention: Contracts Division, stating that such insurance
15 coverages have been obtained and are in full force; that the County of Fresno, its officers, agents, and
16 employees will not be responsible for any premiums on the policies; that such Commercial General
17 Liability insurance names the County of Fresno, its officers, agents, and employees, individually and
18 collectively, as additional insured, but only insofar as the operations under this Agreement are concerned;
19 that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-
20 insurance, maintained by COUNTY, its officers, agents, and employees, shall be excess only and not
21 contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall
22 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
23 COUNTY.

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

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

1 better.

2 **13. LICENSES/CERTIFICATES**

3 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall
4 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the
5 provision of the services hereunder and required by the laws and regulations of the United States of
6 America, State of California, the County of Fresno, and any other applicable governmental agencies.
7 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such
8 licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any
9 appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all
10 applicable laws, rules or regulations, as may now exist or be hereafter changed.

11 **14. RECORDS**

12 CONTRACTOR shall maintain records in accordance with Exhibit F, "Documentation
13 Standards for Client Records", attached hereto and by this reference incorporated herein and made part of
14 this Agreement. COUNTY shall be allowed to review all records of services provided, including the goals
15 and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives.
16 All mental health records shall be considered the property of the COUNTY and shall be retained by the
17 COUNTY upon termination or expiration of this Agreement.

18 **15. REPORTS**

19 A. Outcome Reports

20 CONTRACTOR shall submit to COUNTY's DBH service outcome reports as
21 reasonably requested by COUNTY's DBH. Outcome reports and outcome requirements are subject to
22 change at COUNTY's DBH discretion.

23 B. Additional Reports

24 CONTRACTOR shall also furnish to COUNTY such statements, records, reports,
25 data, and other information as COUNTY's DBH may reasonably request pertaining to matters covered by
26 this Agreement. In the event that CONTRACTOR fails to provide such reports or other information
27 required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until
28 there is compliance. In addition, CONTRACTOR shall provide written notification and explanation to

1 COUNTY within five (5) days of any funds received from another source to conduct the same services
2 covered by this Agreement.

3 C. Cost Report

4 CONTRACTOR shall provide financial data to identify all direct and indirect costs
5 incurred by CONTRACTOR for all services delivered under this Agreement. All Cost Reports must be
6 prepared in accordance with Generally Accepted Accounting Principles (GAAP) and Welfare and
7 Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and 5718(c). Unallowable costs such as lobbying or
8 political donations must be deducted on the cost report and monthly invoice reimbursements.

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

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

27 Funds owed to COUNTY will be due within forty-five (45) days of notification by COUNTY,
28 or COUNTY shall withhold future payments until all excess funds have been recouped by means of an

1 offset against any payments then or thereafter owing to COUNTY under this or any other Agreement
2 between the COUNTY and CONTRACTOR.

3 **16. MONITORING**

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

9 **17. REFERENCES TO LAWS AND RULES**

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

13 **18. COMPLIANCE WITH STATE REQUIREMENTS**

14 CONTRACTOR recognizes that COUNTY operates its mental health programs under an
15 agreement with the State of California Department Health Care Services, and that under said agreement
16 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere
17 to all State requirements, including those identified in Exhibit G, "State Mental Health Requirements",
18 attached hereto and by this reference incorporated herein and made part of this Agreement.
19 CONTRACTOR shall also file an incident report for all incidents involving clients, following the Protocol and
20 using the Worksheet identified in Exhibit H, attached hereto and by this reference incorporated herein and
21 made part of this Agreement, or a protocol and worksheet presented by CONTRACTOR that is accepted
22 by COUNTY's DBH Director or designee.

23 **19. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS**

24 CONTRACTOR shall perform all services as set forth in Exhibit A in accordance with the
25 Assertive Community Treatment Model and in alignment with "Medi-Cal Organizational Provider
26 Standards", as set forth in Exhibit I, attached hereto and by this reference incorporated herein and made
27 part of this Agreement.

28 CONTRACTOR shall inform every client of their rights under the COUNTY's Mental Health

1 Plan as described in Exhibit J, "Fresno County Mental Health Plan – Grievance and Appeals", attached
2 hereto and by this reference incorporated herein and made part of this Agreement.

3 **20. CONFIDENTIALITY**

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

7 **21. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

8 COUNTY and CONTRACTOR each consider and represent themselves as covered
9 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
10 191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

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

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

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

21 **22. DATA SECURITY**

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

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

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

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

8 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

14 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

1 equipment which stores or processes COUNTY data internally or externally.

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

7 **23. PROPERTY OF COUNTY**

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

12 For COUNTY purposes, fixed assets must fulfill three qualifications:

- 13 1. Have life span of over one year;
- 14 2. Is not a repair part; and
- 15 3. Must be valued at or greater than the capitalization thresholds for the asset

16 type.

18 <u>Asset Type</u>	<u>Threshold</u>
19 • Land	\$0
20 • Buildings and improvements	\$100,000
21 • Infrastructure	\$100,000
22 • Tangible	\$5,000
○ Equipment	
○ Vehicles	
23 • Intangible	\$100,000
○ Internally generated software	
○ Purchased software	
24 ○ Easements	
○ Patents	
25 • Capital lease	\$5,000

26 Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is
27 approved and identified as an asset, it will be tagged with a COUNTY program number. A Fixed Asset
28

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

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

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

17 CONTRACTOR further agrees to the following:

18 1. Maintain all items of equipment in good working order and condition, normal
19 wear and tear is expected;

20 2. Label all items of equipment with COUNTY assigned program number,
21 perform periodic inventories as required by COUNTY, and maintain an inventory list showing where and
22 how the equipment is being used, in accordance with procedures developed by COUNTY. All such lists
23 shall be submitted to COUNTY within ten (10) days of any request therefore; and

24 3. Report in writing to COUNTY immediately after discovery, the loss or theft of
25 any items of equipment. For stolen items, the local law enforcement agency must be contacted and a
26 copy of the police report submitted to COUNTY.

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

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

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

15 **24. NON-DISCRIMINATION**

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

20 **25. CULTURAL COMPETENCY**

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

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

28 B. Policies and procedures for ensuring access and appropriate use of trained

1 interpreters and material translation services for all LEP clients, including, but not limited to, assessing the
2 cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its
3 language assistance program. CONTRACTOR's procedures must include ensuring compliance of any
4 sub-contracted providers with these requirements.

5 C. CONTRACTOR shall not use minors as interpreters.

6 D. CONTRACTOR shall provide and pay for interpreting and translation services to
7 persons participating in CONTRACTOR's services who have limited or no English language proficiency,
8 including services to persons who are deaf or blind. Interpreter and translation services shall be provided
9 as necessary to allow such participants meaningful access to the programs, services and benefits provided
10 by CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital
11 documents" (those documents that contain information that is critical for accessing CONTRACTOR's
12 services or are required by law) shall be provided to participants at no cost to the participant.

13 CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or
14 translate for a program participant, or who directly communicate with a program participant in a language
15 other than English, demonstrate proficiency in the participant's preferred language and can effectively
16 communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

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

1 CONTRACTOR's staff completed cultural competency trainings.

2 **26. AMERICANS WITH DISABILITIES ACT**

3 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to
4 this Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act
5 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations
6 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,
7 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and
8 information technology (EIT) accessible to people with disabilities. California Government Code section
9 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

10 **27. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

27 **28. SINGLE AUDIT CLAUSE**

28 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00)

1 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in
2 accordance with the requirements of the Single Audit Standards as set forth in Office of Management and
3 Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit and management letter to
4 COUNTY. The audit must include a statement of findings or a statement that there were no findings. If
5 there were negative findings, CONTRACTOR must include a corrective action plan signed by an
6 authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or
7 weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DBH Business
8 Office for review within nine (9) months of the end of any fiscal year in which funds were expended and/or
9 received for the program. Failure to perform the requisite audit functions as required by this Agreement
10 may 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 future
12 agreements with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of
13 CONTRACTOR.

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

27 C. CONTRACTOR shall make available all records and accounts for inspection by
28 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal

1 Grantor 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 pending
3 matters, whichever is later.

4 **29. COMPLIANCE**

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

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

25 **30. ASSURANCES**

26 In entering into this Agreement, CONTRACTOR certifies that neither they, nor any of their
27 officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
28 Health Care Programs; that neither they, nor any of their officers, have been convicted of a criminal

1 offense related to the provision of health care items or services; nor have they, nor any of their officers,
2 been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension,
3 debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR
4 is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement
5 with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such
6 CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services
7 rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by
8 Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR
9 is reinstated into participation in the Federal Health Care Programs.

10 A. If COUNTY has notice that either CONTRACTOR, or its officers, have been
11 charged with a criminal offense related to any Federal Health Care Program, or are proposed for exclusion
12 during the term of any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure
13 the accuracy of any claims submitted to any Federal Health Care Program. At its discretion, given such
14 circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of the
15 charges or the proposed exclusion.

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

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

28 2. Notwithstanding the above, COUNTY, at its discretion, may terminate this

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

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

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

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

28 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for

1 information from COUNTY which may be necessary to complete any internal or external audits relating to
2 CONTRACTOR's compliance with the provisions of this Section.

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

6 **31. PUBLICITY PROHIBITION**

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

14 **32. COMPLAINTS**

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

22 Within ten (10) days after each incident or complaint affecting COUNTY clients,
23 CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of
24 the complaint, the complaint and CONTRACTORS disposition of, or corrective action taken to resolve the
25 complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit J.
26 CONTRACTOR shall file an incident report for all incidents involving clients, following the protocol and
27 using the worksheet identified in Exhibit H.

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

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

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

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

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

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

- 18 1. Fraud or a criminal offense in connection with obtaining, attempting to
19 obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- 20 2. Violation of a federal or state antitrust statute;
- 21 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of records;

22 or

- 23 4. False statements or receipt of stolen property.

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

26 Disclosure of the above information will not automatically eliminate CONTRACTOR from
27 further business consideration. The information will be considered as part of the determination of whether
28 to continue and/or renew this Agreement and any additional information or explanation that

1 CONTRACTOR elects to submit with the disclosed information will be considered. If it is later determined
2 that CONTRACTOR failed to disclose required information, any contract awarded to such CONTRACTOR
3 may be immediately voided and terminated for material failure to comply with the terms and conditions of
4 the award.

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

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

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

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

27 **36. AUDITS AND INSPECTIONS**

28 CONTRACTOR shall, at any time during business hours and as often as COUNTY may

1 deem necessary, make available to COUNTY for examination all of its records and data with respect to the
2 matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to
3 audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the
4 terms of this Agreement.

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

8 **37. NOTICES**

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

11 COUNTY

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

CONTRACTOR

Jana D. Todd, LCSW
JDT Consultants, Inc.
4205 West Figarden Drive,
Fresno, CA 93722

16 All notices between COUNTY and CONTRACTOR provided for or permitted under this
17 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
18 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
19 personal service is effective upon service to the recipient. A notice delivered by first-class United States
20 mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid,
21 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
22 (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees
23 prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice
24 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such
25 transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be
26 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine
27 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
28 this section establishes, waives, or modifies any claims presentation requirements or procedures provided
by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government

1 Code, beginning with section 810).

2 **38. GOVERNING LAW**

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

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

7 **39. SEVERABILITY**

8 The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in
9 the Agreement shall not affect the other provisions.

10 **40. ENTIRE AGREEMENT**

11 This Agreement, including all Exhibits, Revised RFP No. 18-033 and CONTRACTOR's
12 Response thereto, constitutes the entire agreement between CONTRACTOR and COUNTY with respect
13 to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
14 commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless
15 expressly included in this Agreement.

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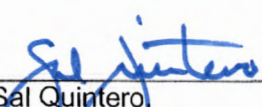
28 ///

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

3
4 **JDT CONSULTANTS, INC.**

COUNTY OF FRESNO

5 
6 _____
(Authorized Signature)

7 
8 _____
Sal Quintero
Chairperson of the Board of Supervisors
of the County of Fresno

9 Jana D. Dorado, LCSW, CED
10 _____
Print Name & Title

11 4205 W. FRIBARDEN DR

12 Fresno CA. 93702
13 _____
Mailing Address

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

15
16 By: Susan Bishop
Deputy

17 FOR ACCOUNTING USE ONLY:

18 ORG No.: 5630266
19 Account No.: 7295
20 Requisition No.: 5631810018
21
22
23
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25
26
27
28

Therapeutic Behavioral Services
Scope of Work

ORGANIZATION: JDT Consultants, Inc.

ADDRESS: 4205 West Figarden Drive, Fresno, CA 93722

SERVICES FOR: Provide Therapeutic Behavioral Services to the target population.

CONTRACT PERIOD: January 1, 2019 – June 30, 2023

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.

1. **DEFINITIONS**

A. “Member” 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 member 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. “CONTRACTOR” shall refer to the CONTRACTOR providing TBS and contracting with COUNTY to render TBS to Members, pursuant to the terms and conditions of this Agreement and as addressed in the “Fresno County Mental Health Plan Organizational Provider Manual”, defined *infra* in paragraph M of this Exhibit.

C. “Therapeutic Behavioral Services” shall mean one-to-one mental health services for Members with serious behavioral problems who are experiencing a stressful transition or life crisis and need additional short-term support to prevent placement in 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.

D. “Covered Services” shall mean only those services set forth in Section 3 of this Exhibit.

E. “Not Reimbursable Conditions” shall mean:

1. 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 Member’s mental health condition.

2. For Members 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.
 3. For Members who will never be able to sustain non-impulsive self-directed behavior and engage in appropriate community activities without full time supervision.
 4. When the Member is an inpatient of a hospital, psychiatric health facility, nursing facility, Institute of Mental Disease (IMD), or crisis residential program.
- F. “Excluded Services” shall mean all those services which are not “Covered Services”.
- G. “TBS Rates” shall mean the schedule of prevailing reimbursement rates of payment for the CONTRACTOR services in effect for COUNTY’s Medi-Cal TBS Program, as regulated by the State of California and adopted by the Fresno County Board of Supervisors, in the COUNTY PLAN, at the time such TBS are rendered.
- H. “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 Members.
- I. “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 hours for Marriage Family Therapy or Social Worker licensure, approved to render TBS to Members.

J. “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 clients 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.

K. “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.

L. “Fresno County” shall also be referred to as COUNTY.

M. “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.

N. “Or” is not exclusive.

O. “Shall” is used to indicate a mandatory term or function when used in a covenant of either COUNTY or CONTRACTOR.

P. “Will” is used to indicate a mandatory term or function when used in a covenant of either COUNTY or CONTRACTOR.

2. **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 Members 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 waived 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” (Attachment

1, attached hereto and incorporated herein) for approval by COUNTY before performing TBS.

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.

3. **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 Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. Subclass Members, 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 member 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 Member 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 Member to live successfully in the community.

6) Serve as a positive role model and assist in developing the Member’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 Member

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” (Attachment 2, attached hereto and incorporated herein) and “Fresno County Mental Health Plan TBS Progress Notes” (attachment 3, attached hereto and incorporated herein). 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 Members including but not limited to attending an Intensive Care Coordination meeting to coordinate mental health services and potentially attending Child Family Team meeting. Attendance will be reimbursed at the same rate as case management services.

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.

KATIE A. CLASS AND SUBCLASS

CLASS:

- i. Full-Scope Medi-Cal
- ii. 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
- iii. Meets Medi-Cal medical necessity for mental health services

SUB-CLASS: Due to behavioral health needs, children/youth in or considered for:

- i. Wraparound
- ii. Therapeutic Foster Care
- iii. Specialized care rate
- iv. Other intensive EPSDT services, including but not limited to TBS or crisis stabilization/intervention
- v. RCL 10 or above
- vi. Psychiatric Hospital or 24-hour mental health treatment facility (e.g., psychiatric inpatient hospital, community residential treatment facility)
- vii. 3 or more placements within 24 months

9) Insure 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 members.

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 Member.

13) CONTRACTOR shall submit electronic billing for services directly into COUNTY's billing module (AVATAR). CONTRACTOR must grant security access to required software, to include but not limited to Java 1.6 update 23 and Netsmart's custom Crystal Report viewer and AVATAR's client. At a minimum CONTRACTOR's computers must run Windows XP or higher operating system and be connected to a high speed internet connection. CONTRACTORS shall be responsible for equipment to support software.

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 Members, 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, Member's mental health provider, Child Protective Services case managers, parents, guardians, or foster parents and determine whether the Member meets the criteria for Medi-Cal reimbursement for TBS.
- 5) Assign the Member to CONTRACTOR and approve the initial authorization request and subsequent authorization requests within fourteen (14) calendar days of receipt or within three (3) calendar days for expedited requests upon CONTRACTOR submission to COUNTY, the "Request to Expedite Therapeutic Behavioral Services:" form identified as Attachment 4 attached hereto and incorporated herein.
- 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.

4. **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 Member without prior authorization and approval of the MHP.

5. **SERVICE LOCATIONS**

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

6. **PROGRAM OUTCOMES/ PERFORMANCE OUTCOMES MEASURES**

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

measurable outcomes reports. The CONTRACTOR shall 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, attached hereto to this RFP as Exhibit C. Performance outcomes measures shall be approved by COUNTY'S DBH and satisfy all State and local mandates. COUNTY'S DBH shall provide technical assistance and support in defining measurable outcomes. All performance indicators shall reflect the four domains identified by the Commission Accreditation of Rehabilitation Facilities (CARF). The domains are Effectiveness, Efficiency, Access, and Satisfaction. These are defined and listed below. COUNTY'S DBH collects data about the characteristics of the persons served and measures service delivery performance indicators in each of the following CARF DOMAINS: At minimum, one performance indicator shall be identified for each of the four CARF domains listed below. 1. Effectiveness: A performance dimension that assesses the degree to which an intervention or services have achieved the desired outcome/result/quality of care through measuring change over time. The results achieved and outcomes observed are for persons served. Examples of indicators include: Persons get a job with benefits, or receive supports needed to live in the community, increased function, activities, or participation, and improvement of health, employment/earnings, or plan of care goal attainment. 2. Efficiency: Relationship between results and resources used, such as time, money, and staff. The demonstration of the relationship between results and the resources used to achieve them. A performance dimension addressing the relationship between the outputs/results and the resources used to deliver the service. Examples of indicators include: Direct staff cost per person served, amount of time it takes to achieve an outcome, gain in scores per days of service, service hours per person achieving some positive outcome, total budget (actual cost) per person served, length of stay and direct service hours of

clinical and medical staff. 3. Access: Organizations' capacity to provide services of those who desire or need services. Barriers or lack thereof for persons obtaining services. The ability of clients to receive the right service at the right time. A performance dimension addressing the degree to which a person needing services is able to access those services. Examples of indicators include: Timeliness of program entry (From 1st request for service to 1st service), ongoing wait times/wait lists, minimizing barriers to getting services, and no-show/cancellation rates. 4. Satisfaction: Satisfaction Measures are usually orientated towards consumers, family, staff, and stakeholders. The degree to which clients, the County and other stakeholders are satisfied with services. A performance dimension that describes reports or ratings from persons served about services received from an organization.

Examples of indicators include: opinion of persons served or other key stakeholders in regards to access, process, or outcome of services received, Consumer and/or Treatment Perception Survey. Final selected measures shall be agreed upon in contract negotiations along with liquidated damages. CONTRACTOR shall address each of the categories referenced above and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided to clients and/or to evaluate overall program performance. COUNTY'S 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'S DBH. CONTRACTOR shall utilize and integrate clinical tools as directed by COUNTY'S DBH. CONTRACTOR shall utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained. The data tracking system may be incorporated into the CONTRACTOR's Electronic Health Record (EHR) or be a stand-alone database. COUNTY'S DBH must be afforded read-

only access to the data tracking system, if applicable. COUNTY'S DBH prefers that the CONTRACTOR utilize our current EHR (Avatar) with full access being provided by COUNTY'S DBH. However, if the CONTRACTOR is unable or unwilling to utilize our current EHR, arrangements must be made to ensure that an interface to transfer all necessary reporting and outcome information is developed to meet the needs of COUNTY'S DBH.

CLAIMS CERTIFICATION

I HEREBY CERTIFY under penalty of perjury that I am an official responsible for the administration of Mental Health Services for: "**Org Provider Name**", hereinafter referred to as "Provider"; that I have not violated any of the provisions of Section 1090 through 1098 of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief this/these claim(s) is/are in all respects true and correct, and in accordance with the law. Provider agrees and shall certify under penalty of perjury that all claims for services provided to Fresno County mental health clients have been provided to the clients by Provider. The services were, to the best of my knowledge, provided in accordance with the client's written treatment plan. I shall also certify that all information submitted to Fresno County is accurate and complete. I understand that payment of these claims will be from Federal and/or State funds and any falsification or concealment of a material fact may be prosecuted under Federal and/or State Laws. Provider agrees to keep for a minimum period of seven (7) years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Provider agrees to furnish these records and any information regarding payments received for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives. Amounts claimed herein for the Healthy Families program are only for children between the ages of one(1) year old to their nineteenth (19) birthday who were assessed or treated for a serious emotional disturbance (SED). Provider also agrees that services were offered and provided without discrimination based on race, religion, color, national or ethnic origin, gender, age or physical or mental disability.

I HEREBY CERTIFY under penalty of perjury to the following: An assessment of the beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract with the California Department of Mental Health (DMH); the beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary; the services included in the claim(s) were actually provided to the beneficiary; medical necessity was established for the beneficiary as defined under Title 9 California Code of Regulations, Division 1, Chapter 11, for the service or services provided for the timeframe in which the services were provided; a client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract with the DMH; for each beneficiary with day rehabilitation, day treatment intensive or EPSDT supplemental specialty mental health services included in the claim all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive and EPSDT supplemental specialty mental health services were met and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract with the DMH.

Attached claim(s) are for these month(s) of service _____

Total amount of attached claim(s): \$ _____ Total Units: s: _____

Name (Print): _____

Signature: _____ Date: _____

Title: _____

(Must be the CEO, CFO, Administrator or Clinical Director)

PROVIDER MUST COMPLETE THIS FORM AND ATTACH IT TO EACH CLAIM OR BATCH OF CLAIMS SUBMITTED FOR PAYMENT TO THE FRESNO COUNTY MENTAL HEALTH PLAN.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

COST SETTLEMENT EXAMPLE FOR CONTRACTS

					Total Units	Contract Max.
Medi-Cal Services		Non-Medi-Cal Services				
Mental Health Services	587,184	Psychological Evaluations	9,480			
Case Management Services	653,539	Bonding Studies/Attachment Studies	29,024			
Crisis Services	468	Psycho-Dynamic Evaluation	1,090			
Medication Support Services	96,059	Attachment Assessment	7,081			
		Quarterly Report	499			
		Court Testimony	54			
Total Medi-Cal Units	1,337,250	Total Non Medi-Cal Units	47,228		1,384,478	
Minimum Medi-Cal Requirement	97%	Maximum Non Medi-Cal Requirement	3%			
Minimum Medi-Cal Billable Services	\$ 3,259,789	Maximum Non Medi-Cal Billable services	\$ 115,127			\$ 3,374,916

Example of Cost Settlement #1

1. Actual Costs						\$ 3,200,000
2. Total of Medi-Cal and non-Medi-Cal Services						
a. Medi-Cal units of service	1,350,000					
SMA		\$ 2.75				
Published Charge		\$ 2.55				
RFP Rate		\$ 2.44		\$ 3,294,000		
Contract Maximum				\$ 3,259,789	\$ 3,259,789	
b. Non-Medi-Cal units of service	47,500					
SMA		\$ 2.75				
Published Charge		\$ 2.55				
RFP Rate		\$ 2.44		\$ 115,900		
Contract Maximum				\$ 115,127	\$ 115,127	
Sub-total						\$ 3,374,916

Amount determined by #1 is less, so is maximum that will be paid to Provider

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

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

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

Contractor and its employees and subcontractor shall:

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

accurately describe the services provided.

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Signature : _____ **Date :** ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/____/____

Documentation Standards For Client Records

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

B. Client Plans

1. Client plans will:

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

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

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

- The client record will provide timely documentation of relevant aspects of client care
- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person’s professional degree, licensure or job title; and the relevant identification number, if applicable

- All entries will include the date services were provided
- The record will be legible
- The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

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

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

C. Suspension of Compensation

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

D. Nepotism

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

5. **PATIENTS' RIGHTS**

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



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

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

Information Notice

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

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

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

The list below includes types of incidents to report:

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

Reporting Process

- 1.) The encrypted report shall be completed and signed by the employee involved in or first aware of an incident.
- 2.) Reviewed and signed by a supervisor and/or Program Director and sent encrypted to the designated Contract Staff Analyst and DBHIncidentReporting@co.fresno.ca.us
- 3.) *****MHRC's and PHF's** must ALSO send the encrypted 24-Hour Unusual Occurrence Report (UOR) to the designated reporting contact at DHCS, your Contract Staff Analyst and DBHIncidentReporting@co.fresno.ca.us within **24 hours** of an incident or first knowledge of an incident.

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

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

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

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

Fresno County Department of Behavioral Health-Incident Report

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

Client Information

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

Incident (check all that apply)

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

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

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

Action Taken (check all that apply)

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

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

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

Form Completed by: _____
Printed Name Signature Date

Reviewed by Supervisor/Program Manager: _____
Printed Name Signature Date

For Internal Use only:

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

Revised 12 /2017

Medi-Cal Organizational Provider Standards

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

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

Fresno County Mental Health Plan - Grievance and Appeals

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

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

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

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

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

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

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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

The Case for the Enhanced National CLAS Standards

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

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

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

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

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DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

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

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

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

V. Is the facility operated by a management company or leased in whole or part by another organization?..... YES NO
If yes, give date of change in operations. _____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?..... YES NO

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

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

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

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

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

Signature: 
James D. Doolittle
(Printed Name & Title) **CEO**

Date: 11-13-18
JDT Consultants, Inc.
(Name of Agency or Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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