

**MASTER SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between each Contractor (Contractor(s)) listed in Exhibit A, “List of Contractors”, and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. Fresno County youth and non-minor- dependents placed in a Short-Term Residential Therapeutic Program (STRTP) within Fresno County or outside of Fresno County and are in need of specialty mental health services; and

B. Assembly Bill 1997 provided that licensed STRTPs are required to provide or ensure access to specialty mental health services to youth and non-minor dependents placed in their care and has twelve (12) months from the date of licensure to obtain mental health program approval, including Medi-Cal site certification, by a local Mental Health Plan (MHP), in order to provide said specialty mental health services. County, through its Department of Behavioral Health (DBH) operates a MHP as defined in Title 9 of the California Code of Regulations (C.C.R.), Section 1810.228; and

C. County entered into Master Agreement No.18-418 with Contractors on August 7, 2018 and an Amendment to said Agreement on July 7, 2021, collectively Agreement No. 18-418-1; and

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

E. This Agreement shall replace, restate, and supersede Agreement No. 18-418-1 in its entirety.

The parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

1.1 **Scope of Services.** The Contractor(s) shall perform all of the services provided in Exhibit B-1, *et seq.* to this Agreement, titled “Scope of Services.”

1 1.2 **Representation.** The Contractor(s) represents that it is qualified, ready, willing, and  
2 able to perform all of the services provided in this Agreement.

3 1.3 **Compliance with Laws.** The Contractor(s) shall, at its own cost, comply with all  
4 applicable federal, state, and local laws and regulations in the performance of its obligations  
5 under this Agreement, including but not limited to workers compensation, labor, and  
6 confidentiality laws and regulations.

7 Contractor(s) shall provide services in conformance with all applicable State and Federal  
8 statutes, regulations and subregulatory guidance, as from time to time amended, including but  
9 not limited to:

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

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

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

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

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

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

17 (G) Balanced Budget Act of 1997;

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

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

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

26 Contractor(s) recognizes that County operates its mental health programs under an  
27 agreement with DHCS, and that under said agreement the State imposes certain requirements  
28 on County and its subcontractors. Contractor(s) shall adhere to all State requirements,

1 including those identified in Exhibit C, "Behavioral Health Requirements".

2       1.4     **Meetings.** Contractor(s) shall participate in monthly, or as needed, workgroup  
3 meetings consisting of staff from County's DBH to discuss service requirements, data reporting,  
4 training, policies and procedures, overall program operations and any problems or foreseeable  
5 problems that may arise. Contractor(s) shall also participate in other County meetings, such as  
6 but not limited to quality improvement meetings, provider meetings, Behavioral Health Board  
7 meetings, bi-monthly contractor meetings, etc. Schedule for these meetings may change based  
8 on the needs of the County.

9       1.5     **Organizational Provider.** Contractor(s) shall maintain requirements as a Mental  
10 Health Plan (MHP) organizational provider throughout the term of this Agreement, as described  
11 in Article 17 of this Agreement. If for any reason, this status is not maintained, County may  
12 terminate this Agreement pursuant to Article 7 of this Agreement.

13       1.6     **Staffing.** Contractor(s) agrees that prior to providing services under the terms and  
14 conditions of this Agreement, Contractor(s) shall have staff hired and in place for program  
15 services and operations or County may, in addition to other remedies it may have, suspend  
16 referrals or terminate this Agreement, in accordance with Article 7 of this Agreement.

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

22             Upon request, the Contractor(s) must demonstrate to the County that each of its  
23 providers are qualified in accordance with current legal, professional, and technical standards,  
24 and that they are appropriately licensed, registered, waived, and/or certified.

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

1 Contractor(s) is required to verify and document at a minimum every three years that  
2 each network provider that delivers covered services continues to possess valid credentials,  
3 including verification of each of the credentialing requirements as per the County's uniform  
4 process for credentialing and recredentialing. If any of the requirements are not up-to-date,  
5 updated information should be obtained from network providers to complete the re-credentialing  
6 process.

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

12 1.9 **Guiding Principles.** Contractor(s) shall align programs, services, and practices with  
13 the vision, mission, and guiding principles of the DBH, as further described in Exhibit D, "Fresno  
14 County Department of Behavioral Health Guiding Principles of Care Delivery."

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

20 1.11 **Timely Access.** It is the expectation of the County that Contractor(s) provide timely  
21 access to services that meet the State of California standards for care. Contractor(s) shall track  
22 timeliness of services to persons served and provide a monthly report showing the monitoring or  
23 tracking tool that captures this data. County and Contractor(s) shall meet to go over this  
24 monitoring tool, as needed but at least on a monthly basis. County shall take corrective action if  
25 there is a failure to comply by Contractor(s) with timely access standards. Contractor(s) shall  
26 also provide tracking tools and measurements for effectiveness, efficiency, and persons served  
27 satisfaction as further detailed in Exhibits B-1, et. seq..

28 1.12 **Electronic Health Record.** Contractor(s) may maintain its records in County's

1 electronic health record (EHR) system in accordance with Exhibit E, "Documentation Standards  
2 for Person Served Records", as licenses become available. The person served record shall  
3 begin with registration and intake, and include person served authorizations, assessments,  
4 plans of care, and progress notes, as well as other documents as approved by County. County  
5 shall be allowed to review records of all and any services provided. If Contractor(s) determines  
6 to maintain its records in the County's EHR, it shall provide County's DBH Director, or designee,  
7 with a thirty (30) day notice. If at any time Contractor(s) chooses not to maintain its records in  
8 the County's EHR, it shall provide County's DBH Director, or designee, with thirty (30) days  
9 advance written notice and Contractor(s) will be responsible for obtaining its own system, at its  
10 own cost, for electronic health records management.

11 Disclaimer

12 County makes no warranty or representation that information entered into the County's  
13 DBH EHR system by Contractor(s) will be accurate, adequate, or satisfactory for Contractor(s)'s  
14 own purposes or that any information in Contractor(s)'s possession or control, or transmitted or  
15 received by Contractor(s), is or will be secure from unauthorized access, viewing, use,  
16 disclosure, or breach. Contractor(s) is solely responsible for person served information entered  
17 by Contractor(s) into the County's DBH EHR system. Contractor(s) agrees that all Private  
18 Health Information (PHI) maintained by Contractor(s) in County's DBH EHR system will be  
19 maintained in conformance with all HIPAA laws, as stated in section 18.1, "Health Insurance  
20 Portability and Accountability Act."

21 1.13 **Records.** Contractor(s) shall maintain records in accordance with Exhibit E,  
22 "Documentation Standards for Person Served Records". All person served records shall be  
23 maintained for a minimum of ten (10) years from the date of the end of this Agreement.

24 1.14 **Access to Records.** Contractor(s) shall provide County with access to all  
25 documentation of services provided under this Agreement for County's use in administering this  
26 Agreement. Contractor(s) shall allow County, CMS, the Office of the Inspector General, the  
27 Controller General of the United States, and any other authorized Federal and State agencies to  
28 evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all

1 records, documents, and the premises, equipment and facilities maintained by the Contractor(s)  
2 pertaining to such services at any time and as otherwise required under this Agreement.

3 1.15 **Quality Improvement Activities and Participation.** (s) shall comply with the  
4 County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI)  
5 Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes  
6 by following structural and operational processes and activities that are consistent with current  
7 practice standards.

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

17 1.16 **Rights of Persons Served.** Contractor(s) shall comply with applicable laws and  
18 regulations relating to patients' rights, including but not limited to Welfare and Institutions Code  
19 5325, California Code of Regulations (CCR), sections 862 through 868, and 42 C.F.R. §  
20 438.100. The Contractor(s) shall ensure that its subcontractors comply with all applicable  
21 patients' rights laws and regulations.

## 22 **Article 2**

### 23 **Reporting**

24 2.1 **Reports.** The Contractor(s) shall submit the following reports:

25 (A) Outcome Reports

26 Contractor(s) shall submit to County clinical program performance outcome  
27 reports, as requested.

28 Outcome reports and outcome requirements are subject to change at County's

1 discretion. Contractor(s) shall provide outcomes as stated in Exhibits B-1, et. seq. and F.

2 (B) Staffing Report

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

8 (C) Additional Reports

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

16 2.2 **Monitoring.** Contractor(s) agrees to extend to County's staff, County's DBH and the  
17 California Department of Health Care Services (DHCS), or their designees, the right to review  
18 and monitor records, programs, or procedures, at any time, in regard to persons served, as well  
19 as the overall operation of Contractor(s)'s programs, in order to ensure compliance with the  
20 terms and conditions of this Agreement.

21 **Article 3**

22 **County's Responsibilities**

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

1 to Contractor(s) for ongoing consultation.

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

7 **Article 4**

8 **Compensation, Invoices, and Payments**

9 4.1 The County agrees to pay, and the Contractor(s) agrees to receive, compensation  
10 for the performance of its services under this Agreement as described in Exhibit G to this  
11 Agreement, titled "Compensation."

12 4.2 **Specialty Mental Health Services Maximum Compensation.** The maximum  
13 compensation payable to the Contractor(s) under this Agreement for the period of July 1, 2023  
14 through June 30, 2024 for Specialty Mental Health Services is Thirteen Million and No/100  
15 Dollars (\$13,00,000.00), which is not a guaranteed sum but shall be paid only for services  
16 rendered and received. The maximum compensation payable to the Contractor(s) under this  
17 Agreement for the period of July 1, 2024 through June 30, 2025 for Specialty Mental Health  
18 Services is Fifteen Million and No/100 Dollars (\$15,000,000.00), which is not a guaranteed sum  
19 but shall be paid only for services rendered and received.

20 4.3 **Transition Optimization Funds.** If Contractor(s) opts to apply for transition  
21 optimization funds, the maximum amount payable for transition optimization for the period of  
22 July 1, 2023 through June 30, 2024 shall not exceed Two Million and No/100 Dollars  
23 (\$2,000,000.00) split among all current agreements between the Contractor and the County for  
24 Medi-Cal billable specialty mental health and substance use disorder services as further  
25 described in the Scope of Work/Services. All final invoices for transition optimization funds shall  
26 be submitted by July 15, 2024. Invoices submitted thereafter shall not be eligible for payment.

27 4.4 **Total Maximum Compensation.** In no event shall the maximum  
28

1 contract amount for all the services provided by the Contractor(s) to County under the terms  
2 and conditions of this Agreement be in excess of Thirty Million and No/100 Dollars  
3 (\$30,000,000.00) during the entire term of this Agreement.

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

11 The Contractor(s) will be compensated for performance of its services under this  
12 Agreement as provided in this Article. The Contractor(s) is not entitled to any compensation  
13 except as expressly provided in this Agreement.

14 **4.5 Rate Categories.** The program service components for the Contractor(s) shall be  
15 categorized under one or more of the following rate categories and as indicated on Exhibit G.

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

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

24 (C) Full-Service Partnership/Assisted Outpatient Therapy/Therapeutic Behavioral  
25 Health Services (FSP/AOT/TBS): FSP/AOT/TBS programs shall provide services in  
26 accordance with the level of care standards and general requirements as described in  
27 the Scope of Work/Services.  
28

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

4 4.6 **Specialty Mental Health Services Claiming.** Contractor(s) shall enter claims data  
5 into the County's billing and transactional database system by the fifteenth (15<sup>th</sup>) of every month  
6 for actual services rendered in the previous month. Contractor(s) shall use Current Procedural  
7 Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as  
8 provided in the DHCS Billing Manual available at  
9 <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time  
10 amended.

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

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

1       4.7     **Applicable Fees.** Contractor(s) shall not charge any persons served or third-party  
2 payers any fee for service unless directed to do so by the County’s DBH Director, or designee,  
3 at the time the individual is referred for services. When directed to charge for services,  
4 Contractor(s) shall use the uniform billing and collection guidelines prescribed by DHCS.

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

8             Contractor(s) shall not submit a claim to, or demand or otherwise collect reimbursement  
9 from, the person served or persons acting on behalf of the person served for any specialty  
10 mental health or related administrative services provided under this Contract, except to collect  
11 other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9,  
12 §1810.365©.

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

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

1       4.8     **Invoices.** The Contractor(s) shall submit monthly invoices, in arrears by the fifteenth  
2 (15<sup>th</sup>) day of each month, in the format directed by the County. The Contractor(s) shall submit  
3 invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-  
4 invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with  
5 a copy to the assigned County's DBH Staff Analyst. At the discretion of County's DBH Director,  
6 or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's  
7 DBH Director, or designee, shall have the right to withhold payment as to only the portion of the  
8 invoice that is incorrect or improper after five (5) days prior notice to Contractor(s). Contractor(s)  
9 agrees to continue to provide services for a period of ninety (90) days after notification of an  
10 incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected  
11 to County satisfaction, County's DBH Director, or designee, may elect to terminate this  
12 Agreement, pursuant to the termination provisions stated in Article 7 of this Agreement.

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

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

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

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

25           **Corrective Action Plans.** Contractors shall enter services into the County's billing and  
26 transactional database and submit invoices in accordance with the deadlines listed above and  
27 information shall be accurate. Failure to meet the requirements set forth above will result in a  
28 corrective action plan at the discretion of the County's DBH Director, or designee, and may

1 result in financial penalties or termination of Agreement, per Article 7.

2       **4.9 Payment.** Payments shall be made by County to Contractor(s) in arrears, for services  
3 provided during the preceding month, within forty-five (45) days after the date of receipt,  
4 verification, and approval by County. All final invoices and/or any final budget modification  
5 requests shall be submitted by Contractor(s) within sixty (60) days following the final month of  
6 service for which payment is claimed. No action shall be taken by County on claims submitted  
7 beyond the sixty (60) day closeout period. Any compensation which is not expended by  
8 Contractor(s) pursuant to the terms and conditions of this Agreement shall automatically revert  
9 to County.

10       **4.10 Specialty Mental Health Services Payments.** Payment shall be made upon  
11 certification and other proof satisfactory to County that services have actually been performed  
12 by Contractor(s) as specified in this Agreement and/or after receipt and verification of actual  
13 services provided.

14       **4.11 Recoupments and Audits.** County shall recapture from Contractor(s) the value of  
15 any services or other expenditures determined to be ineligible based on the County or State  
16 monitoring results. The County reserves the right to enter into a repayment agreement with  
17 Contractor(s), with total monthly payments not to exceed twelve (12) months from the date of  
18 the repayment agreement, to recover the amount of funds to be recouped. The County has the  
19 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of  
20 the repayment agreement. The repayment agreement may be made with the signed written  
21 approval of County's DBH Director, or designee, and respective Contractor through a  
22 repayment agreement. The monthly repayment amounts may be netted against the  
23 Contractor(s)'s monthly billing for services rendered during the month, or the County may, in its  
24 sole discretion, forego a repayment agreement and recoup all funds immediately. This remedy  
25 is not exclusive, and County may seek requital from any other means, including, but not limited  
26 to, a separate contract or agreement with the respective Contractor.

27               Contractor(s) shall be held financially liable for any and all future disallowances/audit  
28 exceptions due to Contractor(s)'s deficiency discovered through the State audit process and

1 County utilization review for services provided during the course of this Agreement. At County's  
2 election, the disallowed amount will be remitted within forty-five (45) days to County upon  
3 notification or shall be withheld from subsequent payments to Contractor(s). Contractor(s) shall  
4 not receive reimbursement for any units of services rendered that are disallowed or denied by  
5 the Fresno County MHP utilization review process or through the State of California DHCS audit  
6 and review process, cost report audit settlement if applicable, for Medi-Cal eligible beneficiaries.

7 **4.12 Incidental Expenses.** The Contractor(s) is solely responsible for all of its costs and  
8 expenses that are not specified as payable by the County under this Agreement. If Contractor(s)  
9 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for  
10 further compensation.

11 **4.13 Restrictions and Limitations.** This Agreement shall be subject to any restrictions,  
12 limitations, and/or conditions imposed by County or state or federal funding sources that may in  
13 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also  
14 contingent upon sufficient funds being made available by County, state, or federal funding  
15 sources for the term of the Agreement. If the federal or state governments reduce financial  
16 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss  
17 renegotiating the services required by this Agreement.

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

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

25 **4.14 Additional Financial Requirements.** County has the right to monitor the  
26 performance of this Agreement to ensure the accuracy of claims for reimbursement and  
27 compliance with all applicable laws and regulations.

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

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

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

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

16 **4.15 Contractor Prohibited from Redirection of Contracted Funds.** Contractor(s) may  
17 not redirect or transfer funds from one funded program to another funded program under which  
18 Contractor provides services pursuant to this Agreement except through a duly executed  
19 amendment to this Agreement.

20 Contractor(s) may not charge services delivered to an eligible person served under one  
21 funded program to another funded program unless the person served is also eligible for services  
22 under the second funded program.

23 **4.16 Financial Audit Report Requirements for Pass-Through Entities.** If County  
24 determines that Contractor(s) is a “subrecipient” (also known as a “pass-through entity”) as  
25 defined in 2 C.F.R. § 200 et seq., Contractor(s) represents that it will comply with the applicable  
26 cost principles and administrative requirements including claims for payment or reimbursement  
27 by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time.  
28 Contractor(s) shall observe and comply with all applicable financial audit report requirements

1 and standards.

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

6 Contractor(s) will provide a financial audit report including all attachments to the report  
7 and the management letter and corresponding response within six months of the end of the  
8 audit year to the County's DBH Director, or designee. The County's Director, or designee, is  
9 responsible for providing the audit report to the County Auditor.

10 Contractor(s) must submit any required corrective action plan to the County  
11 simultaneously with the audit report or as soon thereafter as it is available. The County shall  
12 monitor implementation of the corrective action plan as it pertains to services provided pursuant  
13 to this Agreement.

## 14 Article 5

### 15 Term of Agreement

16 5.1 **Term.** This Agreement is effective on July 1, 2023 and terminates on June 30, 2024  
17 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"  
18 below.

19 5.2 **Extension.** The term of this Agreement may be extended for no more than a one-  
20 year period only upon written approval of both parties at least thirty (30) days before the first day  
21 of the one-year extension period. The County's DBH Director, or designee, is authorized to sign  
22 the written approval on behalf of the County based on each individual Contractor's satisfactory  
23 performance. The extension of this Agreement by the County is not a waiver or compromise of  
24 any default or breach of this Agreement by the Contractor(s) existing at the time of the  
25 extension whether or not known to the County.  
26  
27  
28

1 **Article 6**

2 **Notices**

3 6.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**  
6 Director  
7 County of Fresno  
8 1925 E. Dakota Avenue  
9 Fresno, CA 93726

**For the Contractor:**  
SEE EXHIBIT A

10 6.2 **Change of Contact Information.** Either party may change the information in section  
11 6.1 by giving notice as provided in section 6.3.

12 6.3 **Method of Delivery.** Each notice between the County and the Contractor(s)  
13 provided for or permitted under this Agreement must be in writing, state that it is a notice  
14 provided under this Agreement, and be delivered either by personal service, by first-class  
15 United States mail, by an overnight commercial courier service, by telephonic facsimile  
16 transmission, or by Portable Document Format (PDF) document attached to an email.

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

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

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

25 6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
26 nothing in this Agreement establishes, waives, or modifies any claims presentation  
27 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
28 of Title 1 of the Government Code, beginning with section 810).



- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

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

7.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 7 is without penalty to or further obligation of the County.

7.5 **County's Rights upon Termination.** Upon termination for breach under this Article 7, the County may demand repayment by the Contractor(s) of any monies disbursed to the Contractor(s) under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor(s) shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

In the event this Agreement is terminated, Contractor(s) shall be entitled to compensation for all Specialty Mental Health Services (SMHS) satisfactorily provided pursuant to the terms and conditions of this Agreement through and including the effective date of termination. This provision shall not limit or reduce any damages owed to the County due to a breach of this Agreement by Contractor(s).

## **Article 8**

### **Informing Materials for Persons Served**

8.1 **Basic Information Requirements.** Contractor(s) shall provide information in a manner and format that is easily understood and readily accessible to the persons served (42 C.F.R. § 438.10©(1)). Contractor(s) shall provide all written materials for persons served in easily understood language, format, and alternative formats that take into consideration the special needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor(s) shall inform the persons served that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

Contractor(s) shall provide the required information in this section to each individual

1 receiving SMHS under this Agreement and upon request (1915(b) Medi-Cal Specialty  
2 Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code  
3 Regs., tit. 9, § 1810.360(e)).

4 Contractor(s) shall utilize the County's website that provides the content required in this  
5 section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth  
6 in 42 C.F.R. § 438.10.

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

9 **8.2 Electronic Submission.** Persons served information required in this section may  
10 only be provided electronically by the Contractor(s) if all of the following conditions are met:

11 (A) The format is readily accessible;

12 (B) The information is placed in a location on the Contractor(s)'s website that is  
13 prominent and readily accessible;

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

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

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

21 **8.3 Language and Format.** Contractor(s) shall provide all written materials, including  
22 taglines, for persons served or potential persons served in a font size no smaller than twelve  
23 (12) point (42 C.F.R. 438.10(d)(6)(ii)).

24 Contractor(s) shall ensure its written materials that are critical to obtaining services are  
25 available in alternative formats, upon request of the person served or potential person served at  
26 no cost.

27 Contractor(s) shall make its written materials that are critical to obtaining services,  
28 including, at a minimum, provider directories, beneficiary handbook, appeal and grievance  
29 notices, denial and termination notices, and the Contractor(s)'s mental health education  
30 materials, available in the prevalent non-English languages in the County (42 C.F.R. §  
31 438.10(d)(3)).

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

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

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

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

12 **8.4 Beneficiary Informing Materials.** Each person served must receive and have  
13 access to the beneficiary informing materials upon request by the individual and when first  
14 receiving SMHS from Contractor(s). Beneficiary informing materials include but are not limited  
15 to:

16 (A) Consumer Handbook

17 (B) Provider Directory

18 (C) Grievance Form

19 (D) Advance Directives Brochure

20 (E) Change of Provider Form

21 (F) Suggestions Brochure

22 (G) Notice of Privacy Practices

23 (H) Notice of Adverse Benefit Determination (NOABDs – including Denial and

24 Termination notices)

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

27 (K) Contractor(s) shall ensure beneficiary informing material are displayed in the  
28 threshold languages of Frsno County at all service sites, including but not limited to the  
following:

(1) Consumer Handbook

(2) Provider Director

(3) Grievance Form

1 (4) Appeal/Expedited Appeal Form

2 (5) Advance Directives Brochure

3 (6) Change of Provider Form

4 (7) Suggestions Brochure

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

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

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

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

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

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

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

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

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

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

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

15 **8.7 Provider Directory.** Contractor(s) must follow the County's provider directory policy,  
16 in compliance with MHSUDS IN 18-020.

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

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

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

## 27 **Article 9**

### 28 **Independent Contractor**

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

1        9.2     **Verifying Performance.** The County has no right to control, supervise, or direct the  
2 manner or method of the Contractor(s)'s performance under this Agreement, but the County  
3 may verify that the Contractor(s) is performing according to the terms of this Agreement.

4        9.3     **Benefits.** Because of its status as an independent contractor, the Contractor(s) has  
5 no right to employment rights or benefits available to County employees. The Contractor(s) is  
6 solely responsible for providing to its own employees all employee benefits required by law. The  
7 Contractor(s) shall save the County harmless from all matters relating to the payment of  
8 Contractor(s)'s employees, including compliance with Social Security withholding and all related  
9 regulations.

10       9.4     **Services to Others.** The parties acknowledge that, during the term of this  
11 Agreement, the Contractor(s) may provide services to others unrelated to the County.

12       9.5     **Operating Costs.** Contractor(s) shall provide all personnel, supplies, and operating  
13 expenses of any kind required for the performance of this Agreement.

14       9.6     **Additional Responsibilities.** The parties acknowledge that, during the term of this  
15 Agreement, the Contractor(s) will be performing hiring, training, and credentialing of staff, and  
16 County will be performing additional staff credentialing to ensure compliance with State and  
17 Federal regulations.

18       9.7     **Subcontracts.** Contractor(s) shall obtain written approval from County's Department  
19 of Behavioral Health Director, or designee, before subcontracting any of the services delivered  
20 under this Agreement. County's Department of Behavioral Health Director, or designee, retains  
21 the right to approve or reject any request for subcontracting services. Any transferee, assignee,  
22 or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable  
23 State and Federal regulations. Contractor(s) shall be held primarily responsible by County for  
24 the performance of any transferee, assignee, or subcontractor unless otherwise expressly  
25 agreed to in writing by County's Department of Behavioral Health Director, or designee. The use  
26 of subcontractors by Contractor(s) shall not entitle Contractor(s) to any additional compensation  
27 that is provided for under this Agreement.

1 Contractor(s) shall remain legally responsible for the performance of all terms and  
2 conditions of this Agreement, including, without limitation, all SMHS provided by third parties  
3 under subcontracts, whether approved by the County or not.

4 **Article 10**

5 **Indemnity and Defense**

6 10.1 **Indemnity.** The Contractor(s) shall indemnify and hold harmless and defend the  
7 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
8 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
9 liabilities of any kind to the County, the Contractor(s), or any third party that arise from or relate  
10 to the performance or failure to perform by the Contractor(s) (or any of its officers, agents,  
11 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
12 its own defense without affecting the Contractor(s)'s obligation to indemnify and hold harmless  
13 or defend the County.

14 10.2 **Survival.** This Article 10 survives the termination of this Agreement.

15 **Article 11**

16 **Insurance**

17 11.1 The Contractor(s) shall comply with all the insurance requirements in Exhibit H to this  
18 Agreement.

19 **Article 12**

20 **Assurances**

21 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**  
22 **Health Care Program.**

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

27 (B) In entering into this Agreement, Contractor(s) certifies, that the Contractor(s)  
28 does not employ or subcontract with providers or have other relationships with providers

1 excluded from participation in Federal Health Care Programs, including Medi-  
2 Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor(s)  
3 shall conduct initial and monthly exclusion and suspension searches of the following  
4 databases and provide evidence of these completed searches when requested by  
5 County, DHCS or the US Department of Health and Human Services (DHHS):

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

8 (2) [www.sam.gov/content/exclusions](http://www.sam.gov/content/exclusions) - General Service Administration (GSA)  
9 Exclusions Extract

10 (3) [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) - Suspended & Ineligible Provider List

11 (4) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration  
12 System (NPPES)

13 (5) any other database required by DHCS or US DHHS.

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

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

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

24 (F) Contractor(s) must confirm the identity and determine the exclusion status of all  
25 its providers, as well as any person with an ownership or control interest, or who is an  
26 agent or managing employee of the contracted agency through routine checks of federal  
27 and state databases. This includes the Social Security Administration's Death Master  
28 File, NPPES, the Office of Inspector General's LEIE, the Medi-Cal Suspended and

1 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §  
2 455.436.

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

### 8 **Article 13**

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

10 13.1 **Inspection of Documents.** The Contractor(s) shall make available to the County,  
11 and the County may examine at any time during business hours and as often as the County  
12 deems necessary, all of the Contractor(s)'s records and data with respect to the matters  
13 covered by this Agreement, excluding attorney-client privileged communications. The  
14 Contractor(s) shall, upon request by the County, permit the County to audit and inspect all of  
15 such records and data to ensure the Contractor(s)'s compliance with the terms of this  
16 Agreement.

17 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
18 Agreement exceeds \$10,000, the Contractor(s) is subject to the examination and audit of the  
19 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
20 years after final payment under this Agreement. This section survives the termination of this  
21 Agreement.

22 13.3 **Internal Auditing.** Contractors of sufficient size as determined by County shall  
23 institute and conduct a Quality Assurance Process for all services provided hereunder. Said  
24 process shall include at a minimum a system for verifying that all services provided and claimed  
25 for reimbursement shall meet SMHS definitions and be documented accurately.

26 In addition, Contractors with medication prescribing authority shall adhere to County's  
27 medication monitoring review practices. Contractor(s) shall provide County with notification and  
28 a summary of any internal audit exceptions and the specific corrective actions taken to

1 sufficiently reduce the errors that are discovered through each individual Contractor's internal  
2 audit process. Contractor(s) shall provide this notification and summary to County as requested  
3 by the County.

4 **13.4 Confidentiality in Audit Process.** Contractor(s) and County mutually agree to  
5 maintain the confidentiality of Contractor(s)'s records and information of persons served, in  
6 compliance with all applicable State and Federal statutes and regulations, including but not  
7 limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor(s) shall  
8 inform all of its officers, employees, and agents of the confidentiality provisions of all applicable  
9 statutes.

10 Contractor(s)'s fiscal records shall contain sufficient data to enable auditors to perform a  
11 complete audit and shall be maintained in conformance with standard procedures and  
12 accounting principles.

13 Contractor(s)'s records shall be maintained as required by DBH and DHCS on forms  
14 furnished by DHCS or the County. All statistical data or information requested by the County's  
15 DBH Director, or designee, shall be provided by the Contractor in a complete and timely  
16 manner.

17 **13.5 Reasons for Recoupment.** County will conduct periodic audits of Contractor(s) files  
18 to ensure appropriate clinical documentation, high quality service provision and compliance with  
19 applicable federal, state and county regulations.

20 Such audits may result in requirements for Contractor(s) to reimburse County for  
21 services previously paid in the following circumstances:

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

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

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

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

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

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

12 13.6 **Cooperation with Audits.** Contractor(s) shall cooperate with County in any review  
13 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This  
14 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

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

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

20 Contractor shall allow inspection, evaluation and audit of its records, documents and  
21 facilities for ten (10) years from the term end date of this Agreement or in the event Contractor  
22 has been notified that an audit or investigation of this Agreement has been commenced, until  
23 such time as the matter under audit or investigation has been resolved, including the exhaustion  
24 of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.2301(3)(i-iii).

25 13.7 **Single Audit Clause.** If Contractor(s) expends Seven Hundred Fifty Thousand and  
26 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies,  
27 Contractor(s) agrees to conduct an annual audit in accordance with the requirements of the  
28 Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200.

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

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

25 Contractor(s) shall make available all records and accounts for inspection by County, the  
26 State of California, if applicable, the Controller General of the United States, the Federal Grantor  
27 Agency, or any of their duly authorized representatives, at all reasonable times for a period of at  
28 least three (3) years following final payment under this Agreement or the closure of all other

1 pending matters, whichever is later.

2 13.8 **Public Records.** The County is not limited in any manner with respect to its public  
3 disclosure of this Agreement or any record or data that the Contractor(s) may provide to the  
4 County. The County's public disclosure of this Agreement or any record or data that the  
5 Contractor(s) may provide to the County may include but is not limited to the following:

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

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

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

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

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

24 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
25 respect to any record or data that the Contractor(s) may provide to the County shall be  
26 disregarded and have no effect on the County's right or duty to disclose to the public or  
27 governmental agency any such record or data.  
28



1 requested, and shall have absolute right to monitor the performance of Contractor(s) in the  
2 delivery of services provided under this Agreement. Full cooperation shall be given by the  
3 Contractor(s) in any auditing or monitoring conducted, according to this agreement.

4       **14.2 Accessibility.** Contractor(s) shall make all of its premises, physical facilities,  
5 equipment, books, records, documents, agreements, computers, or other electronic systems  
6 pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished  
7 under the terms of this Agreement, or determinations of amounts payable available at any time  
8 for inspection, examination, or copying by County, the State of California or any subdivision or  
9 appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of  
10 Inspector General, the United States Controller General, or their designees, and other  
11 authorized federal and state agencies. This audit right will exist for at least ten years from the  
12 final date of the Agreement period or in the event the Contractor(s) has been notified that an  
13 audit or investigation of this Agreement has commenced, until such time as the matter under  
14 audit or investigation has been resolved, including the exhaustion of all legal remedies,  
15 whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

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

20       **14.3 Cooperation.** Contractor shall cooperate with County in the implementation,  
21 monitoring and evaluation of this Agreement and comply with any and all reporting requirements  
22 established by County. Should County identify an issue or receive notification of a complaint or  
23 potential/actual/suspected violation of requirements, County may audit, monitor, and/or request  
24 information from Contractor(s) to ensure compliance with laws, regulations, and requirements,  
25 as applicable.

26       **14.4 Probationary Status.** County reserves the right to place Contractor(s) on  
27 probationary status, as referenced in the Probationary Status Article, should Contractor(s) fail to  
28 meet performance requirements; including, but not limited to violations such as high

1 disallowance rates, failure to report incidents and changes as contractually required, failure to  
2 correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting  
3 performance outcomes expectations, and violations issued directly from the State. Additionally,  
4 Contractor(s) may be subject to Probationary Status or termination if agreement monitoring and  
5 auditing corrective actions are not resolved within specified timeframes.

6       **14.5 Record Retention.** Contractor(s) shall retain all records and documents originated  
7 or prepared pursuant to Contractor(s)'s performance under this Agreement, including grievance  
8 and appeal records, and the data, information and documentation specified in 42 C.F.R. parts  
9 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term  
10 end date of this Agreement or until such time as the matter under audit or investigation has  
11 been resolved. Records and documents include but are not limited to all physical and electronic  
12 records and documents originated or prepared pursuant to Contractor(s)'s or subcontractor's  
13 performance under this Agreement including working papers, reports, financial records and  
14 documents of account, records of persons served, prescription files, subcontracts, and any  
15 other documentation pertaining to covered services and other related services for persons  
16 served.

17       **14.6 Record Maintenance.** Contractor(s) shall maintain all records and management  
18 books pertaining to service delivery and demonstrate accountability for agreement performance  
19 and maintain all fiscal, statistical, and management books and records pertaining to the  
20 program. Records should include, but not be limited to, monthly summary sheets, sign-in  
21 sheets, and other primary source documents. Fiscal records shall be kept in accordance with  
22 Generally Accepted Accounting Principles and must account for all funds, tangible assets,  
23 revenue and expenditures. Fiscal records must also comply with the Code of Federal  
24 Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative  
25 Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

1 Contractor(s) shall maintain records of persons served and community service in  
2 compliance with all regulations set forth by local, state, and federal requirements, laws, and  
3 regulations, and provide access to clinical records by County staff.

4 Contractor(s) shall comply with the Article 18 and Article 1 regarding relinquishing or  
5 maintaining medical records.

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

9 **14.7 Financial Reports.** Contractor(s) shall submit audited financial reports on an annual  
10 basis to the County. The audit shall be conducted in accordance with Generally Accepted  
11 Accounting Principles and generally accepted auditing standards.

12 **14.8 Agreement Termination.** In the event the Agreement is terminated, ends its  
13 designated term or Contractor(s) ceases operation of its business, Contractor(s) shall deliver or  
14 make available to County all financial records that may have been accumulated by Contractor(s)  
15 or subcontractor under this Agreement, whether completed, partially completed or in progress  
16 within seven (7) calendar days of said termination/end date.

17 **14.9 Facilities and Assistance.** Contractor(s) shall provide all reasonable facilities and  
18 assistance for the safety and convenience of the County's representatives in the performance of  
19 their duties. All inspections and evaluations shall be performed in such a manner that will not  
20 unduly delay the work of Contractor(s).

21 **14.10 County Discretion to Revoke.** County has the discretion to revoke full or partial  
22 provisions of the Agreement, delegated activities or obligations, or application of other remedies  
23 permitted by state or federal law when the County or DHCS determines Contractor(s) has not  
24 performed satisfactorily.

25 **14.11 Site Inspection.** Without limiting any other provision related to inspections or audits  
26 otherwise set forth in this Agreement, Contractor(s) shall permit authorized County, state, and/or  
27 federal agency(ies), through any authorized representative, the right to inspect or otherwise  
28 evaluate the work performed or being performed hereunder including subcontract support

1 activities and the premises which it is being performed. Contractor(s) shall provide all  
2 reasonable assistance for the safety and convenience of the authorized representative in the  
3 performance of their duties. All inspections and evaluations shall be made in a manner that will  
4 not unduly delay the work of the Contractor(s).

## 5 **Article 15**

### 6 **Complaint Logs and Grievances**

7 15.1 **Documentation.** Contractor(s) shall log complaints and the disposition of all  
8 complaints from a person served or their family. Contractor(s) shall provide a copy of the  
9 detailed complaint log entries concerning County-sponsored persons served to County at  
10 monthly intervals by the tenth (10th) day of the following month, in a format that is mutually  
11 agreed upon. Contractor(s) shall allow beneficiaries or their representative to file a grievance  
12 either orally, or in writing at any time with the Mental Health Plan. In the event Contractor(s) is  
13 notified by a beneficiary or their representative of a discrimination grievance, subcontractor shall  
14 report discrimination grievances to the Mental Health Plan within 24 hours. The Contractor(s)  
15 shall not require a beneficiary or their representative to file a Discrimination Grievance with the  
16 Mental Health Plan before filing the complaint directly with the DHCS Office of Civil Rights and  
17 the U.S. Health and Human Services Office for Civil Rights.

18 15.2 **Rights of Persons Served.** Contractor(s) shall post signs informing persons served  
19 of their right to file a complaint or grievance, appeals, and expedited appeals. In addition,  
20 Contractor(s) shall inform every person served of their rights as set forth in Exhibit I.

21 15.3 **Incident Reporting.** Contractor(s) shall file an incident report for all incidents  
22 involving persons served, following the protocol identified in Exhibit J.

## 23 **Article 16**

### 24 **Compliance**

25 16.1 **Compliance.** Contractor(s) agrees to comply with County's Contractor Code of  
26 Conduct and Ethics and the County's Compliance Program in accordance with Exhibit K. Within  
27 thirty (30) days of entering into this Agreement with County, Contractor(s) shall ensure all of  
28 Contractor(s)'s employees, agents, and subcontractors providing services under this Agreement

1 certify in writing, that he or she has received, read, understood, and shall abide by the  
2 Contractor Code of Conduct and Ethics. Contractor(s) shall ensure that within thirty (30) days of  
3 hire, all new employees, agents, and subcontractors providing services under this Agreement  
4 shall certify in writing that he or she has received, read, understood, and shall abide by the  
5 Contractor Code of Conduct and Ethics. Contractor(s) understands that the promotion of and  
6 adherence to the Contractor Code of Conduct is an element in evaluating the performance of  
7 Contractor(s) and its employees, agents, and subcontractors.

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

19         **16.2 Compliance with State Medi-Cal Requirements.** Contractor(s) shall be required to  
20 maintain Mental Health Plan organizational provider certification by Fresno County.  
21 Contractor(s) must meet Medi-Cal organization provider standards as listed in Exhibit L, "Medi-  
22 Cal Organizational Provider Standards". It is acknowledged that all references to Organizational  
23 Provider and/or Provider in Exhibit L shall refer to Contractor(s).

24         **16.3 Medi-Cal Certification and Mental Health Plan Compliance.** Contractor(s) will  
25 establish and maintain Medi-Cal certification or become certified within ninety (90) days of the  
26 effective date of this Agreement through County to provide reimbursable services to Medi-Cal  
27 eligible persons served. In addition, Contractor(s) shall work with the County's DBH to execute  
28 the process if not currently certified by County for credentialing of staff. During this process, the

1 Contractor(s) will obtain a legal entity number established by the DHCS, a requirement for  
2 maintaining Mental Health Plan organizational provider status throughout the term of this  
3 Agreement. Contractor(s) will be required to become Medi-Cal certified prior to providing  
4 services to Medi-Cal eligible persons served and seeking reimbursement from the County.  
5 Contractor(s) will not be reimbursed by County for any services rendered prior to certification.

6 Contractor(s) shall provide direct specialty mental health services in accordance with the  
7 Mental Health Plan. Contractor(s) must comply with the "Fresno County Mental Health Plan  
8 Compliance Program and Code of Conduct" set forth in Exhibit K.

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

18 **16.4 Network Adequacy.** The Contractor(s) shall ensure that all services covered under  
19 this Agreement are available and accessible to persons served in a timely manner and in  
20 accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206  
21 (a), (c)).

22 Contractor(s) shall submit, when requested by County and in a manner and format  
23 determined by the County, network adequacy certification information to the County, utilizing a  
24 provided template or other designated format.

25 Contractor(s) shall submit updated network adequacy information to the County any time  
26 there has been a significant change that would affect the adequacy and capacity of services.

27 To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42  
28 C.F.R. §438.3 (l), the Contractor(s) shall provide a person served the ability to choose the

1 person providing services to them.

2 **16.5 Compliance Program, Including Fraud Prevention and Overpayments.**

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

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

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

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

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

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

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

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

27 (H) The requirement for prompt reporting and repayment of any overpayments  
28 identified.

1       16.6 **Reporting.** Contractor(s) must have administrative and management arrangements  
2 or procedures designed to detect and prevent fraud, waste and abuse of federal or state health  
3 care funding. Contractor(s) must report fraud and abuse information to the County including but  
4 not limited to:

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

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

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

11              (D) Information about a change in the Contractor(s)’s circumstances that may affect  
12 the network provider’s eligibility to participate in the managed care program, including  
13 the termination of this Agreement with the Contractor(s) as per 42 C.F.R. §  
14 438.608(a)(6).

15       Contractor(s) shall implement written policies that provide detailed information about the  
16 False Claims Act (“Act”) and other federal and state laws described in section 1902(a)(68) of the  
17 Act, including information about rights of employees to be protected as whistleblowers.

18       Contractor(s) shall make prompt referral of any potential fraud, waste or abuse to County  
19 or potential fraud directly to the State Medicaid Fraud Control Unit.

20       16.7 **Overpayments.** County may suspend payments to Contractor(s) if DHCS or County  
21 determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42  
22 C.F.R. §438.608 (a)(8)).

23       Contractor(s) shall report to County all identified overpayments and reason for the  
24 overpayment, including overpayments due to potential fraud. Contractor(s) shall return any  
25 overpayments to the County within 60 calendar days after the date on which the overpayment  
26 was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

1 **Article 17**

2 **Federal and State Laws**

3 17.1 **Health Insurance Portability and Accountability Act.** County and Contractor(s)  
4 each consider and represent themselves as covered entities as defined by the U.S. Health  
5 Insurance Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to  
6 use and disclose Protected Health Information (PHI) as required by law.

7 County and Contractor(s) acknowledge that the exchange of PHI between them is only  
8 for treatment, payment, and health care operations.

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

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

18 17.2 **Physical Accessibility.** In accordance with the accessibility requirements of section  
19 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor(s) must  
20 provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal  
21 beneficiaries with physical or mental disabilities.

22 **Article 18**

23 **Data Security**

24 18.1 **Data Security Requirements.** Contractor(s) shall comply with data security  
25 requirements in Exhibit M to this Agreement.

1 **Article 19**

2 **Publicity Prohibition**

3 19.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly  
4 or indirectly under this Agreement shall be used for Contractor(s)'s advertising, fundraising, or  
5 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-  
6 promotion.

7 19.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in  
8 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the  
9 availability of such specific services when approved in advance by County's DBH Director, or  
10 designee, and at a cost to be provided in Exhibit G for such items as written/printed materials,  
11 the use of media (i.e., radio, television, newspapers), and any other related expense(s).  
12 Communication products must follow DBH graphic standards, including typefaces and colors, to  
13 communicate our authority and project a unified brand. This includes all media types and  
14 channels and all materials on and offline that are created as part of DBH's efforts to provide  
15 information to the public.

16 **Article 20**

17 **Disclosure of Self-Dealing Transactions**

18 20.1 **Applicability.** This Article 21 applies if the Contractor(s) is operating as a  
19 corporation, or changes its status to operate as a corporation.

20 20.2 **Duty to Disclose.** If any member of the Contractor(s)'s board of directors is party to  
21 a self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
22 "Self-Dealing Transaction Disclosure Form" (Exhibit N to this Agreement) and submitting it to  
23 the County before commencing the transaction or immediately after.

24 20.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor(s)  
25 is a party and in which one or more of its directors, as an individual, has a material financial  
26 interest.

1 **Article 21**

2 **Disclosure of Ownership and/or Control Interest Information**

3 21.1 **Applicability.** This provision is only applicable if Contractor(s) is disclosing entities,  
4 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),  
5 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

6 21.2 **Duty to Disclose.** Contractor(s) must disclose the following information as  
7 requested in the Provider Disclosure Statement, Disclosure of Ownership and Control Interest  
8 Statement, Exhibit O :

9 (A) Disclosure of 5% or More Ownership Interest:

10 (1) In the case of corporate entities with an ownership or control interest in the  
11 disclosing entity, the primary business address as well as every business location  
12 and P.O. Box address must be disclosed. In the case of an individual, the date of  
13 birth and Social Security number must be disclosed.

14 (2) In the case of a corporation with ownership or control interest in the  
15 disclosing entity or in any subcontractor in which the disclosing entity has a five  
16 percent (5%) or more interest, the corporation tax identification number must be  
17 disclosed.

18 (3) For individuals or corporations with ownership or control interest in any  
19 subcontractor in which the disclosing entity has a five percent (5%) or more interest,  
20 the disclosure of familial relationship is required.

21 (4) For individuals with five percent (5%) or more direct or indirect ownership  
22 interest of a disclosing entity, the individual shall provide evidence of completion of a  
23 criminal background check, including fingerprinting, if required by law, prior to  
24 execution of Contract. (42 C.F.R. § 455.434)

25 (B) Disclosures Related to Business Transactions:

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

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

(C) Disclosures Related to Persons Convicted of Crimes:

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

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

9 21.3 Contractor(s) must provide disclosure upon execution of Contract, extension for  
10 renewal, and within 35 days after any change in Contractor(s) ownership or upon request of  
11 County. County may refuse to enter into an agreement or terminate an existing agreement with  
12 Contractor(s) if Contractor(s) fails to disclose ownership and control interest information,  
13 information related to business transactions and information on persons convicted of crimes, or  
14 if Contractor(s) did not fully and accurately make the disclosure as required.

15 21.4 Contractor(s) must provide the County with written disclosure of any prohibited  
16 affiliations under 42 C.F.R. § 438.610. Contractor(s) must not employ or subcontract with  
17 providers or have other relationships with providers Excluded from participation in Federal  
18 Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42  
19 C.F.R. §438.610.

20 21.5 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to  
21 DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this  
22 Agreement where any person with five (5) percent or greater direct or indirect ownership interest  
23 in Contractor(s) has been convicted of a criminal offense related to that person's involvement  
24 with the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may  
25 terminate this Agreement where any person with five (5) percent or greater direct or indirect  
26 ownership interest in the Contractor(s) did not submit timely and accurate information and  
27 cooperate with any screening method required in CFR, Title 42, Section 455.416  
28

1 **Article 22**

2 **Disclosure of Criminal History and Civil Actions**

3 22.1 **Applicability.** Contractor(s) is required to disclose if any of the following conditions  
4 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively  
5 referred to as "Contractor(s)"):

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

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

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

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

13 or

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

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

17 22.2 **Duty to Disclose.** Disclosure of the above information will not automatically  
18 eliminate Contractor(s) from further business consideration. The information will be considered  
19 as part of the determination of whether to continue and/or renew this Agreement and any  
20 additional information or explanation that Contractor(s) elects to submit with the disclosed  
21 information will be considered. If it is later determined that the Contractor(s) failed to disclose  
22 required information, any contract awarded to such Contractor(s) may be immediately voided  
23 and terminated for material failure to comply with the terms and conditions of the award.

24 Contractor(s) must sign a "Certification Regarding Debarment, Suspension, and Other  
25 Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit P.  
26 Additionally, Contractor(s) must immediately advise the County in writing if, during the term of  
27 the Agreement: (1) Contractor(s) becomes suspended, debarred, excluded or ineligible for  
28 participation in Federal or State funded programs or from receiving federal funds as listed in the

1 excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions  
2 become applicable to Contractor(s). Contractor(s) shall indemnify, defend, and hold County  
3 harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility,  
4 or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other  
5 Responsibility Matters.

## 6 **Article 23**

### 7 **Cultural and Linguistic Competency**

8 23.1 **General.** All services, policies and procedures must be culturally and linguistically  
9 appropriate. Contractor(s) must participate in the implementation of the most recent Cultural  
10 Competency Plan for the County and shall adhere to all cultural competency standards and  
11 requirements. Contractor(s) shall participate in the County's efforts to promote the delivery of  
12 services in a culturally competent and equitable manner to all individuals, including those with  
13 limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and  
14 regardless of gender, sexual orientation, or gender identity including active participation in the  
15 County's Diversity, Equity and Inclusion Committee.

16 23.2 **Policies and Procedures.** Contractor(s) shall comply with requirements of policies  
17 and procedures for ensuring access and appropriate use of trained interpreters and material  
18 translation services for all limited and/or no English proficient beneficiaries, including, but not  
19 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the  
20 policies and procedures, and monitoring its language assistance program. Contractor(s)'s  
21 policies and procedures shall ensure compliance of any subcontracted providers with these  
22 requirements.

23 23.3 **Interpreter Services.** Contractor(s) shall notify its beneficiaries that oral  
24 interpretation is available for any language and written translation is available in prevalent  
25 languages and that auxiliary aids and services are available upon request, at no cost and in a  
26 timely manner for limited and/or no English proficient beneficiaries and/or beneficiaries with  
27 disabilities. Contractor(s) shall avoid relying on an adult or minor child accompanying the  
28 beneficiary to interpret or facilitate communication; however, if the beneficiary refuses language

1 assistance services, the Contractor(s) must document the offer, refusal, and justification in the  
2 beneficiary's file.

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

12       **23.5 CLAS Standards.** Contractor(s) shall submit to County for approval, within ninety  
13 (90) days from date of contract execution, Contractor(s)'s plan to address all fifteen (15)  
14 National Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by  
15 the Office of Minority Health and as set forth in Exhibit Q "National Standards on Culturally and  
16 Linguistically Appropriate Services". As the CLAS standards are updated, Contractor(s)'s plan  
17 must be updated accordingly. As requested by County, Contractor(s) shall be responsible for  
18 conducting an annual CLAS self-assessment and providing the results of the self-assessment to  
19 the County. The annual CLAS self-assessment instruments shall be reviewed by the County  
20 and revised as necessary to meet the approval of the County.

21       **23.6 Training Requirements.** Cultural competency training for Contractor(s) staff should  
22 be substantively integrated into health professions education and training at all levels, both  
23 academically and functionally, including core curriculum, professional licensure, and continuing  
24 professional development programs. As requested by County, Contractor(s) shall report on the  
25 completion of cultural competency trainings to ensure direct service providers are completing a  
26 minimum of twelve (12) hours of cultural competency training annually.

27       **23.7 Continuing Cultural Competence.** Contractor(s) shall create and sustain a forum  
28 that includes staff at all agency levels to discuss cultural competence. Contractor(s) shall

1 designate a representative from Contractor(s)'s team to attend County's Diversity, Equity and  
2 Inclusion Committee.

### 3 **Article 24**

#### 4 **General Terms**

5 24.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this  
6 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
7 by both parties. The Contractor(s) acknowledges that County employees have no authority to  
8 modify this Agreement except as expressly provided in this Agreement.

9 (A) Notwithstanding the above, non-material changes to services, staffing, and  
10 responsibilities of the Contractor(s), as needed, to accommodate changes in the laws  
11 relating to service requirements and specialty mental health treatment, may be made  
12 with the signed written approval of County's DBH Director, or designee, and  
13 Contractor(s) through an amendment approved by County's County Counsel and the  
14 County's Auditor-Controller/Treasurer-Tax Collector's Office. Said modifications shall  
15 not result in any change to the maximum compensation amount payable to  
16 Contractor(s), as stated herein.

17 (B) In addition, changes to service rates on Exhibit G that do not exceed 3% of the  
18 approved rate, or that are needed to accommodate state-mandated rate increases, may  
19 be made with the written approval of the DBH Director, or designee. These rate  
20 changes may not add or alter any other terms or conditions of the Agreement. Said  
21 modifications shall not result in any change to the annual maximum compensation  
22 amount payable to Contractor(s), as stated herein.

23 24.2 **Separate Agreement.** It is mutually understood by the parties that this Agreement  
24 does not, in any way, create a joint venture among Contractor(s). By execution of this  
25 Agreement, Contractor(s) understand that a separate Agreement is formed between each  
26 individual Contractor and County.

27 24.3 **Addition/Deletion of Providers.** The County reserves the right at any time during  
28 the term of this Agreement to add Contractors to and remove Contractors from the list contained

1 on Exhibit A. It is understood that any such additions and removals will not affect compensation  
2 paid to the other Contractors, and therefore such additions and removals may be made by  
3 County without notice or approval of other Contractors under this Agreement. The County's  
4 DBH Director, or designee, may remove a Contractor from the agreement where there is mutual  
5 written consent between the DBH Director and Contractor.

6       24.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
7 under this Agreement without the prior written consent of the other party.

8       24.5 **Governing Law.** The laws of the State of California govern all matters arising from  
9 or related to this Agreement.

10       24.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
11 County, California. Contractor consents to California jurisdiction for actions arising from or  
12 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
13 brought and maintained in Fresno County.

14       24.7 **Construction.** The final form of this Agreement is the result of the parties' combined  
15 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
16 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
17 against either party.

18       24.8 **Days.** Unless otherwise specified, "days" means calendar days.

19       24.9 **Headings.** The headings and section titles in this Agreement are for convenience  
20 only and are not part of this Agreement.

21       24.10 **Severability.** If anything in this Agreement is found by a court of competent  
22 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
23 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
24 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
25 intent.

26       24.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
27 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
28 services, because of race, religious creed, color, national origin, ancestry, physical disability,

1 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
2 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
3 all applicable State of California and federal statutes and regulation.

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

10 24.12 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
11 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
12 performance of any continuing or other obligation of the Contractor and does not prohibit  
13 enforcement by the County of any obligation on any other occasion.

14 24.13 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
15 between the Contractor and the County with respect to the subject matter of this Agreement,  
16 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
17 publications, and understandings of any nature unless those things are expressly included in  
18 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
19 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
20 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
21 exhibits.

22 24.14 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
23 create any rights or obligations for any person or entity except for the parties.

24 24.15 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

27 (B) The individual signing this Agreement on behalf of the Contractor is duly  
28 authorized to do so and his or her signature on this Agreement legally binds the

1 Contractor to the terms of this Agreement.

2 24.16 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
3 electronic signature as provided in this section.

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

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

14 (C) The provisions of this section satisfy the requirements of Civil Code section  
15 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
16 Part 2, Title 2.5, beginning with section 1633.1).

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

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

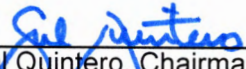
24 24.17 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
25 original, and all of which together constitute this Agreement.

26 [SIGNATURE PAGE FOLLOWS]  
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The parties are signing this Agreement on the date stated in the introductory clause.

COUNTY OF FRESNO

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

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

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

For accounting use only:

Org No.: 5630  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 100000

Please see additional  
signature page attached.

1 Promesa Behavioral Health

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3 \_\_\_\_\_  
4 Lisa Weigant, CEO

5 

6 \_\_\_\_\_  
7 Erlan Zuniga, CFO

8 7120 N. Marks Avenue, Suite 110  
9 Fresno, CA 93711

10 For accounting use only:

11 Org No.: 56302232  
12 Account No.: 7295  
13 Fund No.: 0001  
14 Subclass No.: 10000

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Core Conditions, Inc.



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Curtis Donovan, CEO



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Jennifer Preston, CFO

4460 W. Shaw Avenue, #595  
Fresno, CA 93722

For accounting use only:

Org No.: 56302232  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

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DN Associates Residential Care



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Curtis Donovan, CEO



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Jennifer Preston, CFO  
4460 W. Shaw Avenue, #595 Fresno,  
CA 93722

For accounting use only:  
Org No.: 56302232  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

Please see additional  
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1 2nd Home, Inc.  
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3  
4   
Barbara Wheeler, Board President

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6   
7 Jennifer Fish, Director/Chief Financial Officer

8  
9 1797 San Jose Avenue  
10 Clovis, CA 93611

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12 For accounting use only:

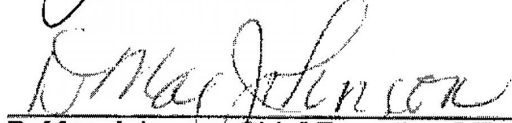
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1 Quality Group Homes, Inc.

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3  
4 James Clark, Board President

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6 D. Mae Johnson, Chief Executive Officer

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8 4928 E. Clinton Way, Suite 108  
9 Fresno, CA 93727

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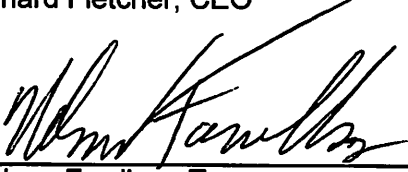
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1 Hope for Youth, Inc.  
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5 Clinard Fletcher, CEO

6  
7 

8 Nelson Fowlkes, Treasurer.

9 6790 W. Browning Avenue  
10 Fresno, CA 93723  
11

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Michigan House, Inc.

  
Garnett Fountain, Mental Health Director

  
Sena Streets, Chief Financial Officer

2014 Tulare Street, Suite 414  
Fresno, CA 93721


For accounting use only:

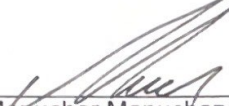
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Manuch, Inc.

  
Manuchar Manucharyan, Executive Director

  
Manuchar Manucharyan, Chief Financial Officer

PO Box 26622  
Fresno, CA 93729

For accounting use only:

Org No.: 56302232  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

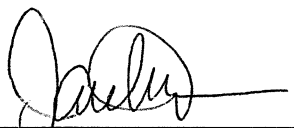
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Fresh Start Youth Center



Torella Minor, Executive Director



Jaribu Nelson, Treasurer

Address Confidential

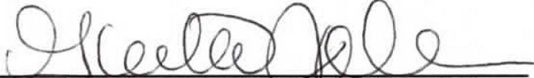
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Fresno Youth Care Homes



Gloreta Johnson, Chief Executive Officer



Sloane Golden, Secretary

1640 W. Shaw Avenue, Suite 100  
Fresno, CA 93711

For accounting use only:

Org No.: 56302232  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

# Exhibit A

## List of Contractors

1. PROMESA BEHAVIORAL HEALTH (Exhibit B-1)  
7120 N. Marks Avenue, Suite 110  
Fresno, CA 93711  
Phone#: (559) 439-5437  
Contact for Notices: Chief Executive Officer
2. CORE CONDITIONS, INC. (Exhibit B-2)  
4460 W. Shaw Ave #595  
Fresno, CA 93722  
Phone#: (559) 261-5083  
Contact for Notices: Executive Director
3. DN ASSOCIATES RESIDENTIAL CARE (Exhibit B-3)  
4460 W. Shaw Ave #595  
Fresno, CA 93722  
Phone#: (559) 261-5083  
Contact for Notices: Executive Director
4. 2<sup>ND</sup> HOME, INC. (Exhibit B-4)  
1797 San Jose Avenue  
Clovis, CA 93611  
Phone#: (559) 790-2271  
Contact for Notices: Director
5. QUALITY GROUP HOMES, INC. (Exhibit B-5)  
(dba QUALITY FAMILY SERVICES)  
4928 E. Clinton Way, Suite 108  
Fresno, CA 93727  
Phone#: (559) 252-6844, ext. 222  
Contact for Notices: Chief Executive Officer
6. HOPE FOR YOUTH, INC. (Exhibit B-6)  
6790 W Browning Ave  
Fresno, CA 93723  
Phone#: (559) 681-1470  
Contact for Notices: Executive Director
7. MICHIGAN HOUSE, INC. (Exhibit B-7)  
2014 Tulare St., Suite #414  
Fresno, CA 93721  
Phone#: (559) 347-7527

## Exhibit A

Contact for Notices: Mental Health Director

8. MANUCH INC. (Exhibit B-8)

PO Box 26622

Fresno, CA 93729

Phone#: (559) 347-7627

Contact for Notices: Mental Health Director

9. FRESH START YOUTH CENTER, INC. (Exhibit B-9)

Address Confidential

Phone#:(559) 916-2813

Contact for Notices: Executive Director

10. FRESNO YOUTH CARE HOMES, INC. (Exhibit B-10)

1640 W. Shaw Ave Suite #100

Fresno, CA. 93711

Contact for Notices: Executive Director

# Exhibit B-1

## Scope of Services

ORGANIZATION: Promesa Behavioral Health

ADDRESS: 7120 N. Marks Avenue, Suite 110  
Fresno, CA 93711

TELEPHONE: (559) 439-5437

CONTACT PERSON: Lisa Weigant, Chief Executive Officer

CONTRACT PERIOD: July 1, 2023 – June 30, 2024  
with one (1) optional twelve (12) month renewal

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### SUMMARY OF SERVICES

Contractor, Promesa Behavioral Health (Promesa), is a CARF accredited agency licensed by the State of California to operate eight (8) separate short-term residential therapeutic programs (STRTPs) which will provide short-term, specialized, and intensive treatment to youth placed in their care, 24-hours a day, 7 days a week. Promesa is committed to providing high quality, individualized, coordinated services which are aimed at successful short-term placement and stabilization for the youth in their care. While stability is being achieved, staff concurrently seeks permanency in a nurturing family (whether the family of origin, a loving foster home, adoption, lower level of care, or transitional setting).

Promesa has fully incorporated a trauma-informed approach in their STRTP model, which includes dedicated teams of licensed and/or registered clinicians, case managers, and committed professionals to deliver specialty mental health services. Services are culturally relevant, trauma-informed, age/developmentally appropriate, and adhere to CLAS guidelines. Additionally, Promesa's staff provides advocacy efforts on behalf of the youth as well as work with additional available supports such as family members, CASA workers, mentors, public defenders, etc.

### TARGET POPULATION

Promesa shall provide specialty mental health services to male and female youth, aged twelve (12) to eighteen (18) and non-minor dependents enrolled in the Extended Foster Care program.

### REFERRALS

Fresno County youth shall retain priority placement within the STRTP. County-of-origin of placed youth will be monitored and, if the STRTP is found to have a low percentage of Fresno County placements overall, a meeting with County and the STRTP shall convene to discuss potential remedies and/or penalties,

## Exhibit B-1

### SERVICE LOCATIONS

#### BARSTOW

1415 W. Barstow  
Fresno, CA 93711  
(559) 438-9344

#### MILLBROOK

4291 N. Millbrook  
Fresno, CA 93726  
(559) 224-7967

#### NILES 5

1853 E. Niles  
Fresno, CA 93720  
(559) 325-3892

#### VAN NESS

1027 N. Van Ness  
Fresno, CA 93728  
(559) 268-7613

#### SPRUCE

775 E. Spruce  
Fresno, CA 93720

#### MADERA

10120 Lanesbridge Rd.  
Madera, CA 93636  
(559) 431-5532

#### MINARETS

718 E. Minarets  
Fresno, CA 93720  
(559) 447-1114

#### NILES 4

1942 E. Niles  
Fresno, CA 93720  
(559) 323-4957

### CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

Promesa incorporates the skills of culturally competent and multi-lingual professionals when serving the needs of a culturally diverse population. Services shall be delivered timely and collaboratively, with an emphasis of removing barriers to service and treatment. Training, marketing, literature and educational tools are sensitive to the unique cultural needs of our beneficiaries. Specifically, Promesa follows the Trauma Resiliency Model (TRM) which helps the youth understand the concept of resiliency and how to restore balance to the body and the mind after traumatic experiences. This approach helps youth and their families manage trauma stress events and restore balance in their lives.

Promesa focuses on stabilization and mental health services. Stabilization aims to intervene with youth who exhibit escalated or assaultive behavior from injuring or endangering themselves or others. All youth who enter Promesa will have an individualized Client Plan completed with goals and objectives specific to the youth's mental health needs, as determined by previous assessments and the behavioral health assessment completed by Promesa's clinicians.

These services shall include all of the following:

- A. Mental Health Assessment:
  - i. A mental health assessment shall be completed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a youth's admission.

## Exhibit B-1

- ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.
- B. Client Plan:
- i. Each youth admitted to the STRTP shall have a Client Plan prepared, reviewed and signed by an LMHP or the Head of Service (HOS) or any other related discipline designated by the HOS within ten (10) calendar days of admission.
  - ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
  - iii. Client Plan of each youth or non-minor dependent shall include:
    - a) anticipated length of stay;
    - b) specific behavioral goals;
    - c) specific mental health treatment services;
    - d) one or more transition goals that support the rapid and successful transition of the youth back into the community;
    - e) the youth's participation and agreement; and
    - f) evidence of review by a member of the STRTP mental health program staff.
- C. Collaborating with the Child and Family Team (CFT), consistent with the Client Plan.
- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each youth structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the youth's needs as indicated on the youth's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:
- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.
    - a) Assessment - A clinical analysis of the history and current status of a youth's mental, emotional, or behavioral disorder to include relevant cultural and social issues, history, diagnosis, and any recorded testing results.
    - b) Plan Development – The development of Client Plans, to include the youth's needs and services, approval of client plans, and monitoring of a youth's progress. Clients participate in the development of the Client Plan which is a comprehensive detail of the youth's needs, personal goals

## Exhibit B-1

and objectives for improvement and exiting from the STRTP program. It also includes a treatment component which is specific to mental health and behavioral improvements the youth would like to work toward.

- c) Collateral – This is any service activity to a significant support person in a youth’s life with the intent of improving or maintaining the mental health status of the youth. Collateral services include, but are not limited to, helping significant support persons to understand and accept the youth’s condition and involving them in service planning and implementation of the Client Plan. Family counseling or therapy, which is provided on behalf of the youth, may be considered collateral.
  
- ii. Medication Support Services – shall be provided via Psychiatrists contracted with Fresno County DBH. Promesa will monitor that the following is adhered to by the psychiatrist for these services:
  - a) Within the first thirty (30) days of the youth admission, the psychiatrist shall examine each youth prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the youth’s health condition. This examination shall be noted in the youth’s record.
  
  - b) The psychiatrist shall sign a written medication review for each youth prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the youth’s record.
  
  - c) The psychiatrist shall review the course of treatment for all youth who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress note signed by the prescribing physician at the time the review is completed.
  
  - d) Psychotropic medications for a youth placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.
  
  - e) STRTPs providing care supervision to children diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly

## Exhibit B-1

consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.

- iii. Crisis Intervention – an emergency response that enables a youth to cope with a crisis. Activities are intended to support, improve, or maintain the youth’s mental health status.
  - iv. Therapy – therapeutic intervention that focuses on symptom reduction in order to improve identified functional impairments. This service may be delivered to an individual or group and may also include family therapy. Youth shall receive both individual and group therapy at least once per week. The therapeutic modalities are Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), and the Trauma Resiliency Model (TRM). CBT is effective in treating children and adolescents who have persistent behavioral reactions, DBT focuses on problem-solving and acceptance-based strategies within a framework of dialectical methods, and TRM focuses on the concept the biological basis of trauma.
  - v. Case Management – any service that assists the youth to access the needed social, vocational, medical, educational, rehabilitative or other community services. Services may include, but are not limited to, communication, coordination and referral to available resources.
  - vi. Psychologist Services – services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition.
  - vii. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.”
- E. A licensed mental health professional shall perform a clinical review every ninety (90) days of the youth’s status and progress in treatment to determine whether the youth should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the youth’s record.
- F. Ensuring continuity of care, services, and treatment as a youth moves from his or her STRTP placement to home-based family care or to a permanent living

## Exhibit B-1

situation through reunification, adoption, or guardianship, in accordance with the youth's case plan or treatment plan.

- G. Documenting the youth's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
- i. Progress notes shall be written to document a youth's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the youth's record.
  - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the direct service program staff member(s) who provided the service.
  - iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.
- H. The youth's record must include:
- i. Mental health assessment;
  - ii. Admission statement, signed by the HOS within five (5) days of youth's arrival;
  - iii. Client Plan;
  - iv. STRTP mental health program progress notes;
  - v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan.
- I. Promesa shall ensure that American Indian youth receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

### STAFFING

- A. All licensed, waived, and registered mental health professionals providing services at the Promesa STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.

## Exhibit B-1

- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. Promesa shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
  - a) Physicians
  - b) Psychologists or psychologists who have received a waiver pursuant to WIC Code 5751.2
  - c) Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
  - d) Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
  - e) Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
  - f) Psychiatric Technicians
  - g) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, Promesashall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. Promesa shall have access to the psychiatrist twenty-four (24) hours per day.

### PERFORMANCE MEASURES/PROGRAM OUTCOMES

Promesa shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. Promesa utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the County annually in accumulative reports for overall program and contract evaluation.

Promesa will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of youth to receive the right service at the right time.
  - a) Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit

## Exhibit B-1

- B. Effectiveness: Objective results achieved through services.
  - a) Effectiveness of treatment interventions
  - b) Effectiveness of discharge planning (e.g. percentage of youth successfully linked to lower levels of care)
  
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
  - a) Length of youth stay in program
  - b) Number of units of service per youth
  - c) Cost per youth
  
- D. Satisfaction and Compliance: The degree to which persons served, County, and other stakeholders are satisfied with the services.
  - a) Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
  - b) Surveys of persons serviced, family members, other health care providers, and other stakeholders

Promesa understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. Promesa will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

### TRANSITION OPTIMIZATION FUNDS

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

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

#### a. Funding Allocation Methodology

- i. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.

## Exhibit B-1

- ii. Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.
- iii. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- iv. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

### b. **Responsibilities**

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

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

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

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

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

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

1. Q1 Reports: July-Sept:

## Exhibit B-1

- a. Letter of Intent: Due July 31, 2023
  - b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic Health Record Implementation Plans (if applicable): Due September 30, 2023
  - c. Fiscal Monitoring Tool Identified Practices and Strategies (if applicable): Due September 30, 2023
2. Q2 Report: Oct-Dec: Due January 15, 2024
  3. Q3 Report: Jan-Mar: Due April 15, 2024
  4. Q4 Report: Apr-June: Due July 15, 2024
- iv. All deliverables will be reviewed and approved by DBH prior to payment.
- c. **Eligible Transition Optimization Activities**
- i. **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate fiscal health of the organization. Tools shall, at a minimum, monitor costs, productivity targets and identify one or more practice pattern(s) the organization is employing to increase direct care time to the Medi-Cal population.
    1. **Fiscal Monitoring Tools and Implementation Plan:** Contractor shall develop fiscal monitoring tools that will be used monthly to ensure their organizational fiscal health and implementation plan. Fiscal monitoring tools drafts and implementation plan shall be submitted to DBH by September 30, 2023.
      - a. **Identified Practice:** Identify at least one process improvement that shall be modified by September 30, 2023.
      - b. **Quarterly Progress Reports:** Quarterly progress reports shall be submitted including but not limited to a narrative of progress, obstacles, alternative solutions and outcomes.
      - c. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
  - ii. **Equity Gap Analysis:** Contractor shall produce a report identifying the race/ethnicity of population served in fiscal year 2022-23 compared to the County's population as provided by the County. Contractor shall identify key disparities in both persons

## Exhibit B-1

served and amount of services and frequency of transitions to other levels of care received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.

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

## Exhibit B-1

2. Active attendance/participation in DBH's Diversity Equity and Inclusion (DEI) workgroup
      3. Plan for retention of persons served in programs who are underrepresented
      4. Improvement of demographic data collection including Sexual Orientation Gender Identity (SOGI)/LGBTQ data.
    - ii. Plan shall address workforce capacity to render services to more underserved populations, through:
      1. Development of bilingual personnel
      2. Recruitment plan for more diverse workforce to reflect populations served.
      3. Training for workforce to increase capacity to be culturally responsive
      4. Development workforce pool for the future that can be bilingual and bicultural
    - b. Timeline for each effort shall be included in the plan.
    - c. Contractor shall identify the measurement to be used to demonstrate successful implementation of plan. Measure may be identified by the Contractor to best support their plan and goals.
    - d. Contractor shall develop and submit policies and procedures to formally support equity effort.
  3. Quarterly Progress Reports: Use available data including but not limited to, External Quality Review Organization (EQRO) and EHR data to evaluate the strategies deployed. Quarterly progress reports shall be submitted including but not limited to a narrative of the progress, obstacles, alternative solutions and outcomes. The final quarter shall include a comprehensive final report on the outcomes.
  4. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- iii. **Electronic Health Record (EHR)**: The implementation and expansion of the SmartCare EHR is an essential component of improving oversight with the implementation of payment reform. Furthermore, a standardized EHR will improve continuity of care, create transparency across the system, remove obstacles for individuals accessing services and improve the overall outcomes for persons served.

## Exhibit B-1

For Contractors who plan to opt in to use SmartCare or have previously opted into DBH's former EHR and intend to transition to SmartCare, user fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.

### 1. Option One: Current EHR Users

- a. Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.
- b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
- c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

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

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

## **Exhibit B-1**

provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

## Exhibit B-2

### Scope of Services

ORGANIZATION: Core Conditions, Inc.

ADDRESS: 4460 W Shaw Ave #595  
Fresno, CA 93722

TELEPHONE: (559) 261-5083

CONTACT PERSON: Curtis Donovan

CONTRACT PERIOD: July 1, 2023 – June 30, 2024  
with one (1) optional twelve (12) month renewal

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### SUMMARY OF SERVICES

Core Conditions, Inc. recruits and trains highly qualified staff to serve the complex and diverse needs on the youth and non-minor dependents placed in its Short-Term Residential Therapeutic Program (STRTP) facilities. Staff receive education and support through in-service trainings provided by certified, credentialed and licensed individuals from within the organization and subject matter experts from the community. Annual trainings are trauma informed and culturally relevant covering topics such as: crisis intervention, behavior management, education, effects of drug and alcohol abuse, administration of medications, and emancipation and independent living. Additional training topics may be developed to meet the needs of an individual or small group of youth.

Treatment begins prior to placement; placement packets, court reports, mental health exams, Individualized Education Program (IEPs), and discharge summaries (when applicable) are reviewed to determine compatibility with the program. Once this material is reviewed, youth who are compatible with the STRTP program have a phone interview followed by an in-person interview are conducted. All of the information gathered during the intake process is used to develop an individualized youth-specific plan.

During placement, youth benefit from: Case Management; Individual, Group, Milieu and Family Therapy; Psychiatric assessment and treatment; strong, positive role modeling from staff; activities that promote social enrichment; educational support; life skills development, and emancipation / transition planning.

Core Conditions, Inc. offers a structured environment that utilizes a token economy to encourage positive behaviors. The expected outcome of our internal programs is to help our youth know themselves better, alleviate emotional pain or confusion, develop a more complete understanding of their psychological issues, establish more effective coping mechanisms, and form a more accurate understanding of their past and what they want for their future.

Since the organization does admit youth with histories of self-harming behavior, several strategies are in place for working with the population. These strategies include a high staff to youth ratio,

## Exhibit B-2

relationship building, a highly structured program, intensive mental health services, immediate access to a psychiatrist, an emergency intervention plan, including use of crisis communication, de-escalation, and if appropriate, manual restraint, safety contracts, and safety programs all tailored to meet the individual youth's needs.

### TARGET POPULATION

Core Conditions, Inc.'s STRTP facilities serve adolescent males ages 12 through non-minor dependent. Youth accepted into the program are referred to as youth. Core Conditions, Inc. supports diversity and inclusion and does not unlawfully or unfairly discriminate in the provision of its services or in the administration and operation through the agency. Core Conditions, Inc. will accept youth and non-minor dependents from different backgrounds or experiences, including ethnicity, race, creed, sexual orientation and gender identity. Core Conditions, Inc. will provide services to youth and non-minor dependents with developmental disabilities, mental disorders, and drug/alcohol disorders. The agency specializes in working with the following:

|   |   |
|---|---|
| • Acts disobediently at home              | • Acts disobediently at school              |
| • Demands Attention                       | • Swears, uses obscene provocative language |
| • Does not get along with other children  | • Does not accept authority                 |
| • Gets into fights                        | • Is cruel or mean to others                |
| • Has temper tantrums, is volatile        | • Verbally threatens peers/adults           |
| • Physically threatens peers/adults       | • Physically assaults peers/adults          |
| • Intentionally damages/destroys property | • Is depressed, or suffers from anxiety     |

Referrals are accepted from a variety of placing agencies; for example, Social Services (300), Probation (601, 602), Private Placements/Adoptions Assistance Program (AAP) and County Special Education Local Planning Area (SELPA).

Core Conditions, Inc. STRTP provides care to males ages 12 through non-minor dependent, who are experiencing a wide range of mental health conditions, including, but not limited to:

- Post-traumatic Stress Disorder
- Bipolar Disorder/Depression/Anxiety
- Attachment Disorder
- Disruptive Behavior Disorders
- Self-harming Behavior
- Substance Abuse
- Thought Disorders
- Anger/Aggression
- Attention Deficit Hyperactivity Disorder
- Pervasive Developmental Disorders

## Exhibit B-2

The program is not designed to treat the following characteristics and behaviors but each case will be evaluated on a case by case basis to determine if the youth is appropriate for placement into this facility:

- Deafness
- Blindness
- Insulin-Supported Diabetes
- Maladaptive Sexualized Behavior
- Sexual Predators

When the Director of Mental Health services or designee is considering a referral for placement, the following characteristic will exclude the youth from placement into the facility due to not having fire clearance to treat the population:

- Non-Ambulatory

Core Conditions, Inc. bases all admission decisions on a case-by-case basis based on several criteria:

- Medical necessity.
- Court Reports and other available reports.
- Telephone and in-person interviews.
- History of previous placements.
- The individual's ability to adjust to congregate care.
- The effect the individual and others in the residence will have on each other.
- Commonality of needs of the referral and others already in residence.

### REFERRALS

Fresno County youth shall retain priority placement within the STRTP. County-of-origin of placed youth will be monitored and, if the STRTP is found to have a low percentage of Fresno County placements overall, a meeting with County and the STRTP shall convene to discuss potential remedies and/or penalties.

### SERVICE LOCATIONS

#### DAKOTA

3765 W Dakota  
Fresno, CA 93722  
(559) 261-5083

#### BRAWLEY

114 S Brawley  
Fresno, CA 93706  
(559) 261-5083

### CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

Core Conditions, Inc. shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the child or non-minor dependent in its care. All specialty mental health services shall meet Medi-Cal standards. These services shall include all of the following:

## Exhibit B-2

- A. Mental Health Assessment:
- i. A mental health assessment shall be completed by a licensed mental health professional (LMHP) or a waived/registered associate within five (5) calendar days of a child's admission.
  - ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.
- B. Client Plan:
- i. Each child admitted to the STRTP shall have a Client Plan reviewed and signed by an LMHP or the head of service or any other related discipline designated by the head of service within ten (10) calendar days of admission.
  - ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
  - iii. Client Plan of each child or non-minor dependent shall include:
    - a) anticipated length of stay;
    - b) specific behavioral goals;
    - c) specific mental health treatment services;
    - d) one or more transition goals that support the rapid and successful transition of the youth back into the community;
    - e) the youth's participation and agreement; and
    - f) evidence of review by a member of the STRTP mental health program staff.
- C. Collaborating with the Child and Family Team (CFT), consistent with the case plan.
- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each child structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the child's needs as indicated on the child's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:
- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.
  - ii. Medication Support Services – shall be provided by David Fox, MD of the Sullivan Center for Children, under the Individual and Group Provider Agreement, a separate contract with the County of Fresno.

## Exhibit B-2

- a) Psychotropic medications for a child placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.
  - iii. Crisis Intervention – an emergency response service enabling a youth to cope with a crisis; requires a more timely response than a regularly scheduled visit.
  - iv. Therapy – a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. May be delivered to an individual or group and may include family therapy if the youth is present.
  - v. Targeted Case Management – services that assist a youth in accessing needed medical, education, social, prevocational, vocational, rehabilitative, or other community services.
  - vi. Psychiatrist Services – (provided by David Fox, MD of the Sullivan Center for Children, a Fresno County Contracted Provider) services provided by licensed physicians, who have indicated a psychiatrist specialty, who have contracted with the MHP to provide specialty mental services to diagnose or treat a mental illness or condition.
  - vii. Psychologist Services – services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition.
  - viii. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.”
- E. A licensed mental health professional shall perform a clinical review every ninety (90) days of the child’s status and progress in treatment to determine whether the child should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the youth’s record.

## Exhibit B-2

- F. Ensuring continuity of care, services, and treatment as a child moves from his or her STRTP placement to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the child's case plan or treatment plan.
  
- G. Documenting the child's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
  - i. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the youth's record.
  
  - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the STRTP mental health program staff member(s) who provided the service.
  
  - iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.
  
- H. The youth's record must include:
  - i. Mental health assessment;
  - ii. Admission statement, signed by the Head of Service within five (5) days of child's arrival;
  - iii. Client Plan;
  - iv. STRTP mental health program progress notes;
  - v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of Court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan
  
- I. The STRTP shall ensure that American Indian children receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

## Exhibit B-2

### STAFFING

- A. All licensed, waived, and registered mental health professional providing services in an STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of STRTP mental health program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. A STRTP shall have at least one (1) full-time equivalent mental health program staff from the following list employed for each six (6) children admitted to the program:
  - a) Physicians
  - b) Psychologists or psychologists who have received a waiver pursuant to WIC Code 5751.2
  - c) Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
  - d) Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
  - e) Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
  - f) Psychiatric Technicians
  - g) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the mental health program staff required above, a STRTP shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. The STRTP shall have access to a psychiatrist twenty-four (24) hours per day.

### PERFORMANCE MEASURES/PROGRAM OUTCOMES

Core Conditions, Inc. shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the COUNTY. Core Conditions, Inc. utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the COUNTY annually in accumulative reports for overall program and contract evaluation.

Core Conditions, Inc. will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

## Exhibit B-2

- A. Access to care: The ability of persons served to receive the right service at the right time.
  - a) Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit
  
- B. Effectiveness: Objective results achieved through services.
  - a) Effectiveness of treatment interventions
  - b) Effectiveness of discharge planning (e.g., percentage of youth successfully linked to lower levels of care)
  
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
  - a) Length of youth stay in program
  - b) Number of units of service per youth
  - c) Cost per youth
  
- D. Satisfaction and Compliance: The degree to which clients, County, and other stakeholders are satisfied with the services.
  - a) Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
  - b) Surveys of persons serviced, family members, other health care providers, and other stakeholders

Core Conditions, Inc. understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. Core Conditions, Inc. will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

### TRANSITION OPTIMIZATION FUNDS

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

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

- a. Funding Allocation Methodology

## Exhibit B-2

- i. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.
  - ii. Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.
  - iii. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
  - iv. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.
- b. **Responsibilities**

i. **Letter of Intent**

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

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

ii. **Quarterly Reports**

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

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

## Exhibit B-2

1. Q1 Reports: July-Sept:
  - a. Letter of Intent: Due July 31, 2023
  - b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic Health Record Implementation Plans (if applicable): Due September 30, 2023
  - c. Fiscal Monitoring Tool Identified Practices and Strategies (if applicable): Due September 30, 2023
2. Q2 Report: Oct-Dec: Due January 15, 2024
3. Q3 Report: Jan-Mar: Due April 15, 2024
4. Q4 Report: Apr-June: Due July 15, 2024

iv. All deliverables will be reviewed and approved by DBH prior to payment.

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

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

## Exhibit B-2

provided by the County. Contractor shall identify key disparities in both persons served and amount of services and frequency of transitions to other levels of care received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.

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

## Exhibit B-2

2. Active attendance/participation in DBH's Diversity Equity and Inclusion (DEI) workgroup
  3. Plan for retention of persons served in programs who are underrepresented
  4. Improvement of demographic data collection including Sexual Orientation Gender Identity (SOGI)/LGBTQ data.
- ii. Plan shall address workforce capacity to render services to more underserved populations, through:
1. Development of bilingual personnel
  2. Recruitment plan for more diverse workforce to reflect populations served.
  3. Training for workforce to increase capacity to be culturally responsive
  4. Development workforce pool for the future that can be bilingual and bicultural
- b. Timeline for each effort shall be included in the plan.
- c. Contractor shall identify the measurement to be used to demonstrate successful implementation of plan. Measure may be identified by the Contractor to best support their plan and goals.
- d. Contractor shall develop and submit policies and procedures to formally support equity effort.
3. Quarterly Progress Reports: Use available data including but not limited to, External Quality Review Organization (EQRO) and EHR data to evaluate the strategies deployed. Quarterly progress reports shall be submitted including but not limited to a narrative of the progress, obstacles, alternative solutions and outcomes. The final quarter shall include a comprehensive final report on the outcomes.
4. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- iii. **Electronic Health Record (EHR)**: The implementation and expansion of the SmartCare EHR is an essential component of improving oversight with the implementation of payment reform. Furthermore, a standardized EHR will improve continuity of care, create transparency across the system, remove obstacles for individuals accessing services and improve the overall outcomes for persons served. For Contractors who plan to opt in to use SmartCare or have previously opted into

## Exhibit B-2

DBH's former EHR and intend to transition to SmartCare, user fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.

### 1. Option One: Current EHR Users

- a. Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.
- b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
- c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

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

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

## Exhibit B-3

### Scope of Services

ORGANIZATION: DN Associates Residential Care

ADDRESS: 4460 W Shaw Ave #595  
Fresno, CA 93722

TELEPHONE: (559) 261-5083

CONTACT PERSON: Curtis Donovan

CONTRACT PERIOD: July 1, 2023 – June 30, 2024  
with one (1) optional twelve (12) month renewal

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### SUMMARY OF SERVICES

DN Associates recruits and trains highly qualified staff to serve the complex and diverse needs on the youth and non-minor dependents placed in our STRTP facilities. Staff receive education and support through in-service trainings provided by certified, credentialed and licensed individuals from within the organization and subject matter experts from the community. Annual trainings are trauma informed and culturally relevant covering topics such as: crisis intervention, behavior management, education, effects of drug and alcohol abuse, administration of medications, and emancipation and independent living. Additional training topics may be developed to meet the needs of an individual or small group of youth.

Treatment begins prior to placement; placement packets, court reports, mental health exams, Individualized Education Program (IEPs), and discharge summaries (when applicable) are reviewed to determine compatibility with the program. Once this material is reviewed, youth who are compatible with the STRTP program have a phone interview followed by an in-person interview are conducted. All of the information gathered during the intake process is used to develop an individualized youth-specific plan.

During placement, youth benefit from: Case Management; Individual, Group, Milieu and Family Therapy; Psychiatric assessment and treatment; strong, positive role modeling from staff; activities that promote social enrichment; educational support; life skills development, and emancipation / transition planning.

DN Associates offers a structured environment that utilizes a token economy to encourage positive behaviors. The expected outcome of our internal programs is to help our youth know themselves better, alleviate emotional pain or confusion, develop a more complete understanding of their psychological issues, establish more effective coping mechanisms, and form a more accurate understanding of their past and what they want for their future.

Since the organization does admit youth with histories of self-harming behavior, several strategies are in place for working with the population. These strategies include a high staff to youth ratio,

## Exhibit B-3

relationship building, a highly structured program, intensive mental health services, immediate access to a psychiatrist, an emergency intervention plan including the use of crisis communication, de-escalation and if appropriate manual restraint, safety contracts, and safety programs all tailored to meet the individual youth's needs.

### TARGET POPULATION

DN Associates' Short Term Residential Therapeutic Program (STRTP) facilities serve adolescent males ages 12 through non-minor dependent. We refer to those accepted into the program as youth. DN Associates supports diversity and inclusion and does not unlawfully or unfairly discriminate in the provision of its services or in the administration and operation through the agency. DN Associates will accept youth and non-minor dependents from different backgrounds or experiences, including ethnicity, race, creed, sexual orientation and gender identity. DN Associates will provide services to youth and non-minor dependents with developmental disabilities, mental disorders, and drug/alcohol disorders. The agency specializes in working with the following:

|   |   |
|---|---|
| • Acts disobediently at home              | • Acts disobediently at school              |
| • Demands Attention                       | • Swears, uses obscene provocative language |
| • Does not get along with other children  | • Does not accept authority                 |
| • Gets into fights                        | • Is cruel or mean to others                |
| • Has temper tantrums, is volatile        | • Verbally threatens peers/adults           |
| • Physically threatens peers/adults       | • Physically assaults peers/adults          |
| • Intentionally damages/destroys property | • Is depressed, or suffers from anxiety     |

Referrals are accepted from a variety of placing agencies; for example, Social Services (300), Probation (601, 602), Private Placements/Adoptions Assistance Program (AAP) and County Special Education Local Planning Area (SELPA).

DN Associates Short Term Residential Therapeutic Program provides care to males ages 12- non-minor dependent, who are experiencing a wide range of mental health conditions, including, but not limited to:

- Post-traumatic Stress Disorder
- Bipolar Disorder/Depression/Anxiety
- Attachment Disorder
- Disruptive Behavior Disorders
- Self-harming Behavior
- Substance Abuse
- Thought Disorders
- Anger/Aggression

## Exhibit B-3

- Attention Deficit Hyperactivity Disorder
- Pervasive Developmental Disorders

The program is not designed to treat the following characteristics and behaviors but each case will be evaluated on a case by case basis to determine if the youth is appropriate for placement into this facility:

- Deafness
- Blindness
- Insulin-Supported Diabetes
- Maladaptive Sexualized Behavior
- Sexual Predators

When the Director of Mental Health services or designee is considering a referral for placement, the following characteristic will exclude the youth from placement into the facility due to not having fire clearance to treat the population:

- Non-Ambulatory

DN Associates bases all admission decisions on a case by case basis based on several criteria:

- Medical necessity.
- Court Reports and other available reports.
- Telephone and in-person interviews.
- History of previous placements.
- The individual's ability to adjust to congregate care
- The effect the individual and others in the residence will have on each other.
- Commonality of needs of the referral and others already in residence.

### REFERRALS

Fresno County youth shall retain priority placement within the STRTP. County-of-origin of placed youth will be monitored and, if the STRTP is found to have a low percentage of Fresno County placements overall, a meeting with County and the STRTP shall convene to discuss potential remedies and/or penalties.

### SERVICE LOCATIONS

#### BLYTHE

2142 N Blythe  
Fresno, CA 93722  
(559) 261-5083

#### POLK

3793 N Polk  
Fresno, CA 93722  
(559) 261-5083

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

DN Associates shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the child or non-minor dependent in its care. All specialty mental health services shall meet Medi-Cal standards. These services shall include all of the following:

- A. Mental Health Assessment:
  - i. A mental health assessment shall be completed by a licensed mental health professional (LMHP) or a waived/registered associate within five (5) calendar days of a child's admission.
  - ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.
  
- B. Client Plan:
  - i. Each child admitted to the STRTP shall have a Client Plan reviewed and signed by an LMHP or the head of service or any other related discipline designated by the head of service within ten (10) calendar days of admission.
  - ii. The Client Plan must be reviewed by a member of the STRTP mental health program staff at least every thirty (30) calendar days.
  - iii. The Client Plan of each child or non-minor dependent shall include:
    - a) anticipated length of stay;
    - b) specific behavioral goals;
    - c) specific mental health treatment services;
    - d) one or more transition goals that support the rapid and successful transition of the youth back into the community;
    - e) evidence of the youth's participation and agreement; and
    - f) evidence of review by a member of the STRTP mental health program staff.
  
- C. Collaborating with the Child and Family Team (CFT), consistent with the case plan.
  
- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each child structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the child's needs as indicated on the child's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:

- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.
  - ii. Medication Support Services – shall be provided by David Fox, MD of the Sullivan Center for Children, under the Individual and Group Provider Agreement, a separate contract with the County of Fresno.
  - iii. Crisis Intervention – an emergency response service enabling a youth to cope with a crisis; requires a more timely response than a regularly scheduled visit.
  - iv. Therapy – a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. May be delivered to an individual or group and may include family therapy if the youth is present.
  - v. Targeted Case Management – services that assist a youth in accessing needed medical, education, social, prevocational, vocational, rehabilitative, or other community services.
  - vi. Psychiatrist Services – shall be provided by David Fox, MD of the Sullivan Center for Children, under the Individual and Group Provider Agreement, a separate contract with the County of Fresno.
  - vii. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.”
- E. A licensed mental health professional shall perform a clinical review every ninety (90) days of the child’s status and progress in treatment to determine whether the child should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the youth’s record.
- F. Ensuring continuity of care, services, and treatment as a child moves from his or her STRTP placement to home-based family care or to a permanent living

situation through reunification, adoption, or guardianship, in accordance with the child's case plan or treatment plan.

- G. Documenting the child's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
  - i. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the youth's record.
  - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the STRTP mental health program staff member(s) who provided the service.
  - iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.
  
- H. The youth's record must include:
  - i. Mental health assessment;
  - ii. Admission statement, signed by the Head of Service within five (5) days of child's arrival;
  - iii. Client Plan;
  - iv. STRTP mental health program progress notes;
  - v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of Court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan.
  
- I. The STRTP shall ensure that American Indian children receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

## STAFFING

- A. All licensed, waived, and registered mental health professional providing services in an STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.

- B. Adequate numbers and qualifications of STRTP mental health program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. The STRTP shall have at least one (1) full-time equivalent mental health program staff from the following list employed for each six (6) children admitted to the program:
  - a) Physicians
  - b) Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
  - c) Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
  - d) Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
  - e) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the mental health program staff required above, a STRTP shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. The STRTP shall have access to a psychiatrist twenty-four (24) hours per day.

#### PERFORMANCE MEASURES/PROGRAM OUTCOMES

DN Associates shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County.

DN Associates utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the County annually in accumulative reports for overall program and contract evaluation.

DN Associates will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of persons served to receive the right service at the right time.
  - a) Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit
- B. Effectiveness: Objective results achieved through services.

- a) Effectiveness of treatment interventions
  - b) Effectiveness of discharge planning (e.g., percentage of youth successfully linked to lower levels of care)
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- a) Length of youth stay in program
  - b) Number of units of service per youth
  - c) Cost per youth
- D. Satisfaction and Compliance: The degree to which persons served, County, and other stakeholders are satisfied with the services.
- a) Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
  - b) Surveys of persons serviced, family members, other health care providers, and other stakeholders

DN Associates understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. DN Associates will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

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

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

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- i. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.
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- iii. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- iv. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

b. **Responsibilities**

i. **Letter of Intent**

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

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

ii. **Quarterly Reports**

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

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

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

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3. Q3 Report: Jan-Mar: Due April 15, 2024
4. Q4 Report: Apr-June: Due July 15, 2024

iv. All deliverables will be reviewed and approved by DBH prior to payment.

c. **Eligible Transition Optimization Activities**

i. **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate fiscal health of the organization. Tools shall, at a minimum, monitor costs, productivity targets and identify one or more practice pattern(s) the organization is employing to increase direct care time to the Medi-Cal population.

1. **Fiscal Monitoring Tools and Implementation Plan:** Contractor shall develop fiscal monitoring tools that will be used monthly to ensure their organizational fiscal health and implementation plan. Fiscal monitoring tools drafts and implementation plan shall be submitted to DBH by September 30, 2023.
  - a. **Identified Practice:** Identify at least one process improvement that shall be modified by September 30, 2023.
  - b. **Quarterly Progress Reports:** Quarterly progress reports shall be submitted including but not limited to a narrative of progress, obstacles, alternative solutions and outcomes.
  - c. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

ii. **Equity Gap Analysis:** Contractor shall produce a report identifying the race/ethnicity of population served in fiscal year 2022-23 compared to the County's population as provided by the County. Contractor shall identify key disparities in both persons served and amount of services and frequency of transitions to other levels of care received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.

1. **Report on Underserved Population:** Contractor shall submit an Equity Gap Report to the Department containing including, but not limited to, the following:

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

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

Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.

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

2. Option Two: Non-EHR Users

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

## Exhibit B-4

### Scope of Services

ORGANIZATION: 2<sup>nd</sup> Home, Inc.

ADDRESS: 1797 San Jose Ave.  
Clovis, CA 93611

TELEPHONE: (559) 790-2271

CONTACT PERSON: Jennifer Fish, Director

CONTRACT PERIOD: July 1, 2023 – June 30, 2024  
with one (1) optional twelve (12) month renewal

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#### SUMMARY OF SERVICES

2nd Home, Inc. provides comprehensive, integrated services and supports that target the individual needs of children placed in our short-term residential therapeutic program (STRTP) who have been traumatized, abused, and neglected. 2nd Home's treatment models, including evidence-based and promising practices, are trauma-informed, culturally responsive, and age and developmentally appropriate. 2nd Home's mental health services are designed to help children achieve safety and stability, reduce risk to self and others, decrease mental health symptoms and their impact on functioning, improve the child's ability to access and use adaptive coping skills, and improve family functioning. 2nd Home's approach enables children to mature, grow, and develop the ability to transition from residential treatment into a lower level of care. All mental health services are provided by licensed, waived, or registered mental health program staff.

#### TARGET POPULATION

2nd Home, Inc. is a Short-Term Residential Therapeutic Program specializing in the treatment of children that require intensive residential services. We serve children ages 6 to 12 with mental health issues, histories of trauma, and/or developmental disabilities. 2nd Home serves children, including cisgender and transgender children with any gender expression. Our program does not serve nonminor dependents. 2nd Home accepts children from all racial, ethnic, and cultural groups. We serve LGBTQ+ youth. 2nd Home accepts child welfare youth referred from the Department of Social Services, volunteer placements, and special education pupils requiring out of home placement. 2nd Home currently serves children from Fresno, and Imperial Counties, and is able to accept placements from any California county under presumptive transfer.

## Exhibit B-4

2nd Home evaluates each referral individually to determine whether the STRTP can meet the child's needs and also whether there is commonality of needs with other children already placed with us. Children accepted to 2nd Home's STRTP will have been assessed as meeting medical necessity criteria for EPSDT Medi-Cal specialty mental health services or as requiring the level of support provided by the STRTP level of care in order to meet their behavioral and therapeutic needs. Children at 2nd Home are there because their behavioral or functional impairments impact their ability to live safely and successfully in a family or other home-like setting.

The STRTP is designed to provide a highly structured mental health treatment program for individuals with differing needs, including intellectual disabilities, sexual, physical, and emotional abuse or neglect histories, mental health issues, special education needs requiring out of home placement, involvement in the child welfare system, and medical conditions such as asthma, diabetes, epilepsy, etc. 2nd Home serves children with co-occurring disorders.

### REFERRALS

Fresno County youth shall retain priority placement within the STRTP. County-of-origin of placed youth will be monitored and, if the STRTP is found to have a low percentage of Fresno County placements overall, a meeting with County and the STRTP shall convene to discuss potential remedies and/or penalties

### SERVICE LOCATIONS

|                    |                    |                  |
|--------------------|--------------------|------------------|
| San Jose Facility  | Tenaya Facility    | Sample Facility  |
| 1797 San Jose Ave. | 3239 E. Tenaya Way | 2361 Sample Ave. |
| Clovis, CA 93611   | Fresno, CA 93710   | Clovis, CA 93611 |
| 559-298-0699       | 559-298-0697       | 559-323-4502     |

### CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

2nd Home, Inc. shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the child. All specialty mental health services shall meet Medi-Cal standards. These services shall include all of the following:

- A. Mental Health Assessment:
  - i. A mental health assessment shall be completed and signed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a child's admission.
  - ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.

## Exhibit B-4

- B. Client Plan:
- i. Each child admitted to the STRTP shall have a Client Plan reviewed and signed by an LMHP or the Head of Service (HOS) or any other related discipline designated by the HOS within ten (10) calendar days of admission.
  - ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
  - iii. Client Plan of each child shall include:
    - a. anticipated length of stay;
    - b. specific behavioral goals;
    - c. specific mental health treatment services;
    - d. one or more transition goals that support the rapid and successful transition of the youth back into the community;
    - e. evidence of the youth's participation and agreement; and
    - f. evidence of review by a member of the STRTP mental health program staff.
- C. Collaborating with the Child and Family Team (CFT), consistent with the case plan.
- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each child structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the child's needs as indicated on the child's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:
- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.
  - ii. Medication Support Services – shall be provided by a contracted provider, under the Individual and Group Provider Agreement, a separate contract with the County of Fresno. The contracted provider will provide one or more of the following services: prescribing, administering, dispensing and monitoring drug interactions and contraindications of psychiatric

## Exhibit B-4

medications or biologicals that are necessary to alleviate the suffering and symptoms of mental illness.

2nd Home shall monitor the contracted provider to ensure the following:

- a. A prescribing physician shall examine each child prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the child's health condition. This examination shall be noted in the youth's record.
  - b. The prescribing physician shall sign a written medication review for each child prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the youth's record.
  - c. A psychiatrist shall review the course of treatment for all children who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress note signed by the psychiatrist at the time the review is completed.
  - d. Psychotropic medications for a child placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.
  - e. STRTPs providing care supervision to children diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.
- iii. Crisis Intervention – an emergency response service enabling a person served to cope with a crisis; requires a timelier response than a regularly scheduled visit.
  - iv. Therapy – a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. May be delivered to an individual or group and may include family therapy if the person served is present.

## Exhibit B-4

- v. Targeted Case Management – services that assist a person served in accessing needed medical, education, social, prevocational, vocational, rehabilitative, or other community services.
  - vi. Psychiatrist Services – provided by a contracted provider. Services provided by licensed physicians, who have indicated a psychiatrist specialty, who have contracted with the MHP to provide specialty mental health services to diagnose or treat a mental illness or conditions.
  - vii. Psychologist Services – services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition.
  - viii. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.”
- E. A licensed mental health professional shall perform a clinical review every ninety (90) days of the child’s status and progress in treatment to determine whether the child should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the youth’s record.
- F. Ensuring continuity of care, services, and treatment as a child moves from his or her STRTP placement to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the child’s case plan or treatment plan.
- G. Documenting the child’s ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
- i. Progress notes shall be written to document a child’s participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the youth’s record.

## Exhibit B-4

- ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the direct service program staff member(s) who provided the service.
  - iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.
- H. The youth's record must include:
- i. Mental health assessment;
  - ii. Admission statement, signed by the HOS within five (5) days of child's arrival;
  - iii. Client Plan;
  - iv. STRTP mental health program progress notes;
  - v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan.
- I. The STRTP shall ensure that American Indian children receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

### STAFFING

- A. All licensed, waived, and registered mental health professional providing services in an STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. A STRTP shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
  - a. Physicians
  - b. Psychologists or psychologists who have received a waiver pursuant to WIC Code 5751.2

## Exhibit B-4

- c. Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
  - d. Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
  - e. Registered Nurses
  - f. Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
  - g. Licensed Vocational Nurses
  - h. Psychiatric Technicians
  - i. Occupational Therapists
  - j. Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, a STRTP shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. The STRTP shall have access to a psychiatrist to provide medication support services.

### PERFORMANCE MEASURES/PROGRAM OUTCOMES

2nd Home, Inc. shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. 2nd Home, Inc. utilize performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the County annually in accumulative reports for overall program and contract evaluation.

2nd Home, Inc. will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of persons served to receive the right service at the right time.
- a. 2nd Home will respond to referrals requests within one business day, as evidenced by referral records
  - b. 2nd Home will complete a Mental Health Assessment, including CANS, for each child admitted into the STRTP within five days of admission, as evidenced by service dates and youth records

## Exhibit B-4

- c. 2nd Home will complete a Client Plan for each child admitted to the STRTP within ten days of admission, as evidenced by service dates and youth records
- B. Effectiveness: Objective results achieved through services.
  - a. 2nd Home's services will improve the functioning and well-being of children placed in the STRTP, as evidenced by a reduction in CANS action items
  - b. 2nd Home will discharge children to a lower level of care (e.g. home or community-based setting), as evidenced by discharge dispositions in youth records and transition determination plans
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
  - a. Children will be discharged to a lower level of care when the treatment team determines that they may safely do so, as indicated by length of stay, monthly youth plan reviews, and quarterly clinical reviews
  - b. Children will receive intensive specialty mental health services, averaging 695 units per month of services, as recorded by billing and youth records
  - c. Specialty mental health services will cost approximately \$1688 per child per month, as recorded by billing reconciliation documents
- D. Satisfaction and Compliance: The degree to which persons served, County, and other stakeholders are satisfied with the services.
  - a. 2nd Home will remain in compliance with all regulatory and governing bodies and applicable laws and regulations, as evidenced by both external and internal audit results and utilization reviews
  - b. 2nd Home stakeholders, including children, families, employees, placing agents, community partners, and others will be satisfied with services provided, as evidenced by satisfaction survey results
- 2. 2nd Home, Inc. understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program 2nd Home, Inc. will utilize a

## Exhibit B-4

computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

### TRANSITION OPTIMIZATION FUNDS

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

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

#### **a. Funding Allocation Methodology**

- i. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.
- ii. Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.
- iii. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- iv. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

#### **b. Responsibilities**

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

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

## Exhibit B-4

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

### ii. Quarterly Reports

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

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

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

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

#### 2. Q2 Report: Oct-Dec: Due January 15, 2024

#### 3. Q3 Report: Jan-Mar: Due April 15, 2024

#### 4. Q4 Report: Apr-June: Due July 15, 2024

iv. All deliverables will be reviewed and approved by DBH prior to payment.

### c. Eligible Transition Optimization Activities

- i. **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate fiscal health of the organization. Tools shall, at a minimum, monitor costs, productivity

## Exhibit B-4

targets and identify one or more practice pattern(s) the organization is employing to increase direct care time to the Medi-Cal population.

1. Fiscal Monitoring Tools and Implementation Plan: Contractor shall develop fiscal monitoring tools that will be used monthly to ensure their organizational fiscal health and implementation plan. Fiscal monitoring tools drafts and implementation plan shall be submitted to DBH by September 30, 2023.
  - a. Identified Practice: Identify at least one process improvement that shall be modified by September 30, 2023.
  - b. Quarterly Progress Reports: Quarterly progress reports shall be submitted including but not limited to a narrative of progress, obstacles, alternative solutions and outcomes.
  - c. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- ii. **Equity Gap Analysis:** Contractor shall produce a report identifying the race/ethnicity of population served in fiscal year 2022-23 compared to the County's population as provided by the County. Contractor shall identify key disparities in both persons served and amount of services and frequency of transitions to other levels of care received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.
  1. Report on Underserved Population: Contractor shall submit an Equity Gap Report to the Department containing including, but not limited to, the following:
    - a. Identify if it serves specific population within its program(s) and identify whom the program(s) currently served based on data.
    - b. Staffing/workforce information and demographics. Report the staffing/workforce supporting the different programs and populations served by the provider in Fresno County. This data is to evaluate how the staffing reflects the populations it is serving.
    - c. Comparison of the county penetration rates to the demographics of persons served by the Contractor and program(s) under agreement with DBH.

## Exhibit B-4

- d. Data on retention of persons served by demographics. Total persons served and the average length of stay by demographics of the persons served in programs.
    - i. Which populations are remaining in the programs by demographics, which ones are having the shortest stays.
    - ii. How long is the average length of stay by the demographics.
  - e. Identify what data points the Contractor is missing at this time that challenges its ability to thoroughly assess its equity gap analysis. Examples: Data is not collected, Data that is missing or under reported, data not captured in its processes, etc.
2. Equity Improvement Implementation Plan: Contractor shall submit an Equity Improvement Implementation Plan related to improving health equity by September 30, 2023. The plan shall include the following items at a minimum:
- a. Contractor shall select three strategies from below:
    - i. Plan shall include specific efforts including, but not limited to, the following and timelines to increase access to underserved groups.
      - 1. Outreach/Engagement with underserved communities
      - 2. Active attendance/participation in DBH's Diversity Equity and Inclusion (DEI) workgroup
      - 3. Plan for retention of persons served in programs who are underrepresented
      - 4. Improvement of demographic data collection including Sexual Orientation Gender Identity (SOGI)/LGBTQ data.
    - ii. Plan shall address workforce capacity to render services to more underserved populations, through:
      - 1. Development of bilingual personnel
      - 2. Recruitment plan for more diverse workforce to reflect populations served.
      - 3. Training for workforce to increase capacity to be culturally responsive
      - 4. Development workforce pool for the future that can be bilingual and bicultural
  - b. Timeline for each effort shall be included in the plan.

## Exhibit B-4

- c. Contractor shall identify the measurement to be used to demonstrate successful implementation of plan. Measure may be identified by the Contractor to best support their plan and goals.
    - d. Contractor shall develop and submit policies and procedures to formally support equity effort.
  3. Quarterly Progress Reports: Use available data including but not limited to, External Quality Review Organization (EQRO) and EHR data to evaluate the strategies deployed. Quarterly progress reports shall be submitted including but not limited to a narrative of the progress, obstacles, alternative solutions and outcomes. The final quarter shall include a comprehensive final report on the outcomes.
  4. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- iii. **Electronic Health Record (EHR):** The implementation and expansion of the SmartCare EHR is an essential component of improving oversight with the implementation of payment reform. Furthermore, a standardized EHR will improve continuity of care, create transparency across the system, remove obstacles for individuals accessing services and improve the overall outcomes for persons served. For Contractors who plan to opt in to use SmartCare or have previously opted into DBH's former EHR and intend to transition to SmartCare, user fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.
  1. Option One: Current EHR Users
    - a. Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.
    - b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
    - c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental

## Exhibit B-4

health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

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

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

## Exhibit B-5

### Scope of Services

ORGANIZATION: QUALITY GROUP HOMES, INC.  
(dba QUALITY FAMILY SERVICES)

ADDRESS: 4928 E. Clinton Way, Suite 108, Fresno, CA 93727

TELEPHONE: 559-252-6844, extension 222

CONTACT PERSON: D. Mae Johnson, Chief Executive Officer

CONTRACT PERIOD: July 1, 2023 – June 30, 2024  
with one (1) optional twelve (12) month renewal

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### SUMMARY OF SERVICES

Quality Family Services (QFS) is a CARF-accredited agency licensed by the State of California as a short term residential therapeutic program (STRTP) which will provide trauma-informed, intensive care and residential treatment for adjudicated and non-adjudicated adolescents placed in our care. The QFS STRTP is a 24-hour, 7-day a week program comprised of ten (10) highly structured, therapeutic home environments. We diligently strive to meet their physical, emotional, academic and social needs from a person-centered, culturally sensitive, and strength-based perspective by helping them develop new patterns of positive behaviors.

QFS has identified the following specialty mental health services it will provide:

- Specialty Mental Health Services
  - Mental Health Assessments
  - Plan Development
  - Therapy (individual, group and family therapy)
  - Collateral
  - Rehabilitation Services
- Case Management
- Crisis Intervention
- Medication Support Services - *via Fresno County DBH Children's Mental Health Outpatient Program psychiatrist or other qualified prescriber or other qualified Fresno County MHP-credentialed prescriber providing medication support services through a Fresno County Medi-Cal site certified program or practice.*
- Targeted Case Management
- Early and Periodic Screening, Diagnosis and Treatment (EPSDT)

## Exhibit B-5

When necessary, QFS will arrange for youth to receive the following services from existing Fresno County providers, including:

- Crisis Stabilization
- Psychiatric Health Facility (PHF) Services
- Psychiatric Inpatient Hospital Services
- Psychiatric Nursing Facility Services

QFS understands that for STRTP services provided for youth and nonminor dependents who have been placed from other counties, a Presumptive Transfer must be approved prior to administering the service if the billing is to be processed by Fresno County. However if an agreement exists between QFS and the youth's county, a Waiver will be needed for QFS to process its billing with the placing county.

### TARGET POPULATION

#### Placement Sources for Population Served

QFS accepts youth assigned from the Juvenile Dependency Court, the Juvenile Delinquency Court per California Welfare and Institutions Codes (WIC §§ 300, 601, 602) and on occasion, directly from parents or guardians (Private Placement) via their county Placement Agency.

#### Population to be Served

**Age Range:** Quality Family Services (QFS) receives youth from 11 to 17 years old for placement and nonminor dependents (NMD) that stay in placement until their Transition Determination Plans are completed (e.g. entering AB12, college, military, etc.)

**Gender Identity:** QFS accepts male, females, nonbinary, non-conforming (transgender or biological)

**Sexual Orientation:** QFS accepts youth who are heterosexuals, lesbians, gays, bisexuals, questioning, and gender expansive.

**Mental Disorders:** Depending upon the youth's prior history and mental disorder diagnosis, QFS accepts youth with various mental disorders as long as we are able to maintain the support services required for the youth's continued well-being.

At this time, QFS does not accept non-ambulatory clients, medically fragile clients, clients who are diabetic and/or clients that have other physical or developmental disabilities that require nursing assistance for their daily bodily functions and/or meal or nutritional intake. QFS can evaluate the appropriateness of placement for clients with mild to moderate medical conditions or impairment on an individual basis.

In order to provide a safe and secure environment for clients in serious distress, referrals are also evaluated for commonality of the needs with the current population of clients at the facility.

## Exhibit B-5

Clients that may be especially vulnerable or present a specific risk to other clients at the facility will not be placed there (i.e. history of homicidal behavior). Quality will also not accept clients if we are unable to continue their education as outlined by their county placing agency (i.e. some school districts have impacted schools which means any client from a non-public school setting will not be admitted to an impacted school; the distance to their school from the Quality STRTP prevents their continued education, etc.)

### REFERRALS

Fresno County youth shall retain priority placement within the STRTP. County-of-origin of placed youth will be monitored and, if the STRTP is found to have a low percentage of Fresno County placements overall, a meeting with County and the STRTP shall convene to discuss potential remedies and/or penalties.

### SERVICE LOCATIONS

Belmont House  
6224 W. Belmont Ave.  
Fresno, CA 93723

Cambridge House  
2216 E. Cambridge Ave.  
Fresno, CA 93703

Clinton House  
4862 E. Clinton Ave.  
Fresno, CA 93703

Gettysburg House  
3894 E. Gettysburg Ave.  
Fresno, CA 93703

Millbrook House  
6250 N. Millbrook Ave.  
Fresno, CA 93710

Perrin House  
4165 E. Perrin Rd.  
Fresno, CA 93619

Rialto House  
3267 W. Rialto Ave  
Fresno, CA 93722

Sample House  
643 E. Sample Ave.  
Fresno, CA 93710

Warner House  
320 E. Warner Ave.  
Fresno, CA 93710

Yale House  
1105 E. Yale Ave.  
Fresno, CA 93704

The mailing address for all service locations listed above is Quality Family Services, 4928 E. Clinton Way, Suite 108, Fresno, CA 93727.

### CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

Quality Family Services (QFS) shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the youth or non-minor dependent in its care that been identified as having a medical necessity. All specialty

## Exhibit B-7

mental health services shall meet Medi-Cal standards. If medical necessity is found youth will receive his/her first service within seven (7) days from the completion of their assessment.

These services shall include all of the following:

- A. Mental Health Assessment:
  - i. A mental health assessment shall be completed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a youth's admission.
  - ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.
  
- B. Client (Treatment) Plan:
  - i. Each youth admitted to the STRTP shall have a Client Plan prepared, reviewed and signed by an LMHP or the Head of Service (HOS) or any other related discipline designated by the HOS within ten (10) calendar days of admission.
  - ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
  - iii. Client Plan of each youth or non-minor dependent shall include:
    - a) anticipated length of stay;
    - b) specific behavioral goals;
    - c) specific mental health treatment services;
    - d) one or more transition goals that support the rapid and successful transition of the youth back into the community;
    - e) the youth's participation and agreement; and
    - f) evidence of review by a member of the STRTP mental health program staff.
  
- C. Collaborating with the Child and Family Team (CFT), consistent with the Client Plan.
  
- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each youth structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the youth's needs as indicated on the youth's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:
  - i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.

## Exhibit B-7

- a) Assessment - A clinical analysis of the history and current status of a youth's mental, emotional, or behavioral disorder to include relevant cultural and social issues, history, diagnosis, and any recorded testing results.
  - b) Plan Development – The development of Client Plans, to include the youth's needs and services, approval of Client Plans, and monitoring of a youth's progress. Youth participate in the development of the Client Plan which is a comprehensive detail of the youth's needs, personal goals and objectives for improvement and exiting from QFS' program. It also includes a treatment component which is specific to mental health and behavioral improvements the youth would like to work toward.
  - c) Collateral – This is any service activity to a significant support person in a youth's life with the intent of improving or maintaining the mental health status of the youth. Collateral services include, but are not limited to, helping significant support persons to understand and accept the youth's condition and involving them in service planning and implementation of the Client Plan. Family counseling or therapy, which is provided on behalf of the youth, may be considered collateral.
- ii. Medication Support Services – shall be provided via a contracted Psychiatrist, under the Individual and Group Provider Agreement; a separate contract with the County of Fresno. Under that contract, the Psychiatrist shall provide the following:
- a) Within the first thirty (30) days of the youth admission, the psychiatrist shall examine each youth prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the youth's health condition. This examination shall be noted in the youth's record.
  - b) The psychiatrist shall sign a written medication review for each youth prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the youth's record.
  - c) The psychiatrist shall review the course of treatment for all youth who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress note signed by the prescribing physician at the time the review is completed.
  - d) Psychotropic medications for a youth placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.

## Exhibit B-7

- e) STRTPs providing care supervision to children diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.
  - iii. Crisis Intervention – an emergency response service enabling a youth to cope with a crisis; requires a more timely response than a regularly scheduled visit.
  - iv. Therapy – This is the therapeutic intervention that focuses on symptom reduction in order to improve identified functional impairments. This service may be delivered to an individual or group and may also include family therapy. Youth shall receive both individual and group therapy at least once per week. The therapeutic modalities are Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), and the Trauma Resiliency Model (TRM). CBT is effective in treating children and adolescents who have persistent behavioral reactions, DBT focuses on problem solving and acceptance-based strategies within a framework of dialectical methods, and TRM focuses on the concept the biological basis for trauma.
  - v. Targeted Case Management – services that assist a youth in accessing needed medical, education, social, prevocational, vocational, rehabilitative, or other community services.
  - vi. Psychologist Services – services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition.
  - vii. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.”
- E. A licensed mental health professional shall perform a clinical review every ninety (90) days of the youth’s status and progress in treatment to determine whether the youth should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the youth’s record.

## Exhibit B-7

- F. Ensuring continuity of care, services, and treatment as a youth moves from his or her STRTP placement to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the youth's case plan or treatment plan.
- G. Documenting the youth's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
  - i. Progress notes shall be written to document a youth's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the youth's record.
  - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the mental health program staff member(s) who provided the service or no later than 72 hours after the service rendered.
  - iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.
- H. The youth's record must include:
  - i. Mental health assessment;
  - ii. Admission statement, signed by the HOS within five (5) days of youth's arrival;
  - iii. Client Plan;
  - iv. STRTP mental health program progress notes;
  - v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan.
- I. QFS shall ensure that American Indian youth receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

## Exhibit B-7

### STAFFING

- A. All licensed, waived, and registered mental health professional providing services in the QFS STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. QFS shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
  - a) Physicians
  - b) Psychologists or psychologists who have received a waiver pursuant to WIC Code 5751.2
  - c) Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
  - d) Licensed Marriage, Family, and Youth Therapists or registered professionals pursuant to WIC Code 5751.2
  - e) Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
  - f) Psychiatric Technicians
  - g) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the STRTP mental health program staff required above, QFS shall have one (1) half-time equivalent LMHP or waived/registered professional employed for each six (6) children admitted to the program. A LMHP or waived/registered professional who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. QFS shall have access to the psychiatrist twenty-four (24) hours per day.

### PERFORMANCE MEASURES/PROGRAM OUTCOMES

QFS shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the COUNTY. QFS utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in its care. Performance outcome measures shall be reported to the COUNTY annually in accumulative reports for overall program and contract evaluation.

In accordance with CARF requirements, QFS Performance Outcomes are made available upon request to stakeholders and are provided to county and State regulatory agencies as required.

## Exhibit B-7

QFS will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

A. Access to care: The ability of clients to receive the right service at the right time.

- a) Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit

| ACCESS TO CARE |  |   |                   |   |  |  |
|----------------|--|---|-------------------|---|--|--|
| #              | Objective  | Indicator   | Who Applied To    | Time of Measure   | Data Source  | Performance Target   |
| 1              | QFS STRTP clients receive the right service at the right time. | Time between client's admission date and the completion of their assessments*.                            | QFS STRTP Clients | Within 5 days of the client's arrival, their assessments will be completed.                           | EMR**<br>Extended Reach – Completion dates of each assessment documentation.                   | 85% of clients will have assessments completed within 10 days of admission.                      |
| 2              |  | Time between the completion of assessments and the client's first Specialty Mental Health Service (SMHS). | QFS STRTP Clients | Within 7 days of the completion of a client's assessment, their first treatment service will be held. | EMR Extended Reach – Completion date of assessment documentation and client's first SMHS.      | 85% of clients will have their first treatment service completed within 7 days after assessment. |
| 3              |  | Timeliness of client's first treatment service to subsequent follow-up visit.                             | QFS STRTP Clients | After completion of first SMHS, client's subsequent follow-up visit occurs within 48 hours.           | EMR:<br>Extended Reach – Completion date of first SMHS and date of subsequent follow-up visit. | 80% of clients will have subsequent follow-up visit within 48 hours of their first SMHS.         |

\*Assessments includes Admission Statement, Mental Health Assessment, CANS, PSC-35, Treatment Plan and Medication Referral as required.

\*\*EMR = Electronic Medical Record will be the data source used - either QFS' Extended Reach or Fresno County Avatar as indicated.

B. Effectiveness: Objective results achieved through services.

- a) Effectiveness of treatment interventions
- b) Effectiveness of discharge planning (e.g., percentage of clients successfully linked to lower levels of care)

## Exhibit B-7

| EFFECTIVENESS |  |   |                   |   |  |   |
|---------------|--|---|-------------------|---|--|---|
| #             | Objective  | Indicator   | Who Applied To    | Time of Measure   | Data Source  | Performance Target  |
| 1             | Treatment interventions used will improve client quality of life     | CANS assessment scores  | QFS STRTP Clients | Intake CANS score and discharge CANS score<br><br>CANS completed at 3 months            | EMR: Avatar - Admission and discharge CANS score data collected. | 65% of clients will have a positive change in their CANS scores at discharge. |
| 2             | QFS will link STRTP clients to a lower level of care upon discharge. | Percentage of clients successfully stepped down to a lower level of care. | QFS STRTP Clients | Clients are discharged to Home, Relative, Foster Care, Independent Living Program, etc. | EMR: Extended Reach Discharge data will be collected             | 50% of clients will step down to a lower level of care                        |

C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.

- a) Length of client stay in program
- b) Number of units of service per client
- c) Cost per client

| EFFICIENCY |  |   |                   |  |   |   |
|------------|--|---|-------------------|--|---|---|
| #          | Objective  | Indicator   | Who Applied To    | Time of Measure  | Data Source   | Performance Target  |
| 1          | Clients will be discharged within the timeframe identified in their treatment plan | QFS STRTP clients actual length of stay                   | QFS STRTP Clients | Data gathered at client discharge and/or collated for the fiscal year by June 30 | EMR: Extended Reach - Clients total Days of Care                  | 60% of clients will be discharged within the timeframe identified in their treatment plan.                                  |
| 2          | Client receives mental health services according to their treatment plan           | Number of units of service per client and cost per client | QFS               | Data gathered at client discharge and/or collated for the fiscal year by June 30 | EMR: Avatar – Clients total units of service and costs per client | The number of units of service provided to achieve client treatment plan goals will be proportional to the costs per client |

## Exhibit B-7

- D. Satisfaction and Compliance: The degree to which clients, COUNTY, and other stakeholders are satisfied with the services.
- a) Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
  - b) Surveys of persons serviced, family members, other health care providers, and other stakeholders

| SATISFACTION AND COMPLIANCE |  |   |                   |   |   |  |
|-----------------------------|--|---|-------------------|---|---|--|
| #                           | Objective  | Indicator   | Who Applied To    | Time of Measure   | Data Source   | Performance Target   |
| 1                           | Clients will be satisfied with services received                         | Client Satisfaction Surveys & Communication Hour discussions. | QFS STRTP Clients | After intake and before planned discharge                     | Electronic or Paper Survey Results<br><br>Communication Hour Meeting Notes. | 65% of clients at discharge will be satisfied with the services received       |
| 2                           | Stakeholders will be satisfied with the services provided to their youth | Stakeholder Satisfaction Surveys<br><br>Informal Discussions  | QFS Stakeholders  | Two times a year<br><br>(Virtual meetings, phone calls, etc.) | Electronic or Paper Survey Results<br><br>Notes from informal discussions   | 85% of stakeholders will be satisfied with the services provided STRTP clients |

QFS understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. QFS will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

### TRANSITION OPTIMIZATION FUNDS

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

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

## Exhibit B-7

### a. **Funding Allocation Methodology**

- i. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.
- ii. Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.
- iii. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- iv. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

### b. **Responsibilities**

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

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

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

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

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

## Exhibit B-7

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

1. Q1 Reports: July-Sept:
  - a. Letter of Intent: Due July 31, 2023
  - b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic Health Record Implementation Plans (if applicable): Due September 30, 2023
  - c. Fiscal Monitoring Tool Identified Practices and Strategies (if applicable): Due September 30, 2023
2. Q2 Report: Oct-Dec: Due January 15, 2024
3. Q3 Report: Jan-Mar: Due April 15, 2024
4. Q4 Report: Apr-June: Due July 15, 2024

iv. All deliverables will be reviewed and approved by DBH prior to payment.

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

- i. **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate fiscal health of the organization. Tools shall, at a minimum, monitor costs, productivity targets and identify one or more practice pattern(s) the organization is employing to increase direct care time to the Medi-Cal population.
  1. **Fiscal Monitoring Tools and Implementation Plan:** Contractor shall develop fiscal monitoring tools that will be used monthly to ensure their organizational fiscal health and implementation plan. Fiscal monitoring tools drafts and implementation plan shall be submitted to DBH by September 30, 2023.
    - a. **Identified Practice:** Identify at least one process improvement that shall be modified by September 30, 2023.
    - b. **Quarterly Progress Reports:** Quarterly progress reports shall be submitted including but not limited to a narrative of progress, obstacles, alternative solutions and outcomes.
    - c. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

## Exhibit B-7

- ii. **Equity Gap Analysis:** Contractor shall produce a report identifying the race/ethnicity of population served in fiscal year 2022-23 compared to the County's population as provided by the County. Contractor shall identify key disparities in both persons served and amount of services and frequency of transitions to other levels of care received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.
  1. Report on Underserved Population: Contractor shall submit an Equity Gap Report to the Department containing including, but not limited to, the following:
    - a. Identify if it serves specific population within its program(s) and identify whom the program(s) currently served based on data.
    - b. Staffing/workforce information and demographics. Report the staffing/workforce supporting the different programs and populations served by the provider in Fresno County. This data is to evaluate how the staffing reflects the populations it is serving.
    - c. Comparison of the county penetration rates to the demographics of persons served by the Contractor and program(s) under agreement with DBH.
    - d. Data on retention of persons served by demographics. Total persons served and the average length of stay by demographics of the persons served in programs.
      - i. Which populations are remaining in the programs by demographics, which ones are having the shortest stays.
      - ii. How long is the average length of stay by the demographics.
    - e. Identify what data points the Contractor is missing at this time that challenges its ability to thoroughly assess its equity gap analysis. Examples: Data is not collected, Data that is missing or under reported, data not captured in its processes, etc.
  2. Equity Improvement Implementation Plan: Contractor shall submit an Equity Improvement Implementation Plan related to improving health equity by September 30, 2023. The plan shall include the following items at a minimum:
    - a. Contractor shall select three strategies from below:
      - i. Plan shall include specific efforts including, but not limited to, the following and timelines to increase access to underserved groups.

## Exhibit B-7

1. Outreach/Engagement with underserved communities
  2. Active attendance/participation in DBH's Diversity Equity and Inclusion (DEI) workgroup
  3. Plan for retention of persons served in programs who are underrepresented
  4. Improvement of demographic data collection including Sexual Orientation Gender Identity (SOGI)/LGBTQ data.
- ii. Plan shall address workforce capacity to render services to more underserved populations, through:
1. Development of bilingual personnel
  2. Recruitment plan for more diverse workforce to reflect populations served.
  3. Training for workforce to increase capacity to be culturally responsive
  4. Development workforce pool for the future that can be bilingual and bicultural
- b. Timeline for each effort shall be included in the plan.
- c. Contractor shall identify the measurement to be used to demonstrate successful implementation of plan. Measure may be identified by the Contractor to best support their plan and goals.
- d. Contractor shall develop and submit policies and procedures to formally support equity effort.
3. Quarterly Progress Reports: Use available data including but not limited to, External Quality Review Organization (EQRO) and EHR data to evaluate the strategies deployed. Quarterly progress reports shall be submitted including but not limited to a narrative of the progress, obstacles, alternative solutions and outcomes. The final quarter shall include a comprehensive final report on the outcomes.
4. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- iii. **Electronic Health Record (EHR)**: The implementation and expansion of the SmartCare EHR is an essential component of improving oversight with the implementation of payment reform. Furthermore, a standardized EHR will improve continuity of care, create transparency across the system, remove obstacles for individuals accessing services and improve the overall outcomes for persons served.

## Exhibit B-7

For Contractors who plan to opt in to use SmartCare or have previously opted into DBH's former EHR and intend to transition to SmartCare, user fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.

### 1. Option One: Current EHR Users

- a. Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.
- b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
- c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

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

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

## **Exhibit B-7**

provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

# Exhibit B-6

## Scope of Services

ORGANIZATION: Hope for Youth, Inc.

ADDRESS: 2350 W. Shaw Avenue, Ste 132  
Fresno, CA 93711

TELEPHONE: (559) 681-1470

CONTACT PERSON: Clinard Fletcher

CONTRACT PERIOD: July 1, 2023 – June 30, 2024  
with one (1) optional twelve (12) month renewal

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### SUMMARY OF SERVICES

The Hope for Youth's approach is to encourage persons served to cooperate and participate in all components of their placement program including group and recreational activities, therapy, rehabilitation, family sessions, school and employment. An interdisciplinary team of social workers, counselors, psychiatrist, psychologist and childcare workers is utilized to provide treatment service options, which may include, but are not limited, to the following:

- Intake assessments
- Individual psychotherapy
- Family therapy / Reunification
- Psychological assessment
- Follow-up Outreach Services
- Staff consultation / program development
- Sex offender therapy & treatment
- Group therapy (including specific topic groups such as, but not limited to, the following)
  - Anger Management / Conflict Resolution
  - Abused Victims Group
  - Criminal Thinking Group
  - Vocational Training
  - Self Esteem Group
  - Independent Living Skills
  - Substance Abuse Group
  - Sexual Perpetrator Counseling

## Exhibit B-6

Hope for Youth, Inc. provides extensive family therapy services and encourages the involvement and empowerment of family in parental roles/responsibilities. Person served education programs and academic services are provided in association with the County Department of Juvenile Probation and the Unified School Districts, through public and community education resources. Hope for Youth promotes multiple program purposes, goals and objectives designed to address a full spectrum of inner city, rural ad/or socio-economic backgrounds for youths with behavioral problems ranging from:

- Street gang members with histories of delinquent conduct disorders
- Person served suffering from post-traumatic stress or depression related to abuse/neglect histories
- Higher functioning persons served placed primarily due to inadequate familial support

Hope for Youth has also designed purpose, goals and objective programs to empower our staff with effective interventions, which focus on managing rather than physically reacting to behaviors.

**Goals** – Hope for Youth seeks to provide our persons served with an effective means to returning to their home and community while gaining options for creating a positive future for themselves. Hope for Youth, Inc. empowers youth to develop life skills and the self-confidence needed to change the destructive behavior that brought them to our care. The goal for each child is to provide effective interventions which help to stabilize mental health symptoms, and replace negative behaviors with healthy functioning through self-regulation and positive reinforcement methods. Our goal is to prepare them to reunify with their families or step down to a lower level of care and re-enter society as productive members in their communities.

**Philosophy** - The philosophy of Hope for Youth, Incorporated is to provide the highest quality of professional and competent service to a diversity of persons served. To impart this philosophy Hope for Youth strives to meet a myriad of person served needs through the provision of consistent, secure and comprehensive care. Program services are designed to afford the highest caliber of treatment and care to persons served and their families accomplished through an array of trained caring professional staff. Hope for Youth understands that collaborative efforts of dedicated employees are necessary to accomplish this philosophy, staff training is provided to instill policies, procedures, and our philosophy. Ultimately, Hope for Youth thrives to establish and maintain the safety and security of an authentic home environment for all residents.

Hope for Youth acknowledges that youth who enroll in the STRTP are likely to have histories of trauma as a result of abuse and/or neglect. All direct staff are required to complete training in medically necessary skill-based interventions for the remediation of behaviors or improvement of symptoms and development of skills or replacement behaviors that allow the youth to fully

## Exhibit B-6

participate in the CFT and service plans, including but not limited to the plan and/or child welfare service plan. Training is provided upon hire and annually to reinforce trauma practices and interventions. Training in this area furthers our ability to provide trauma informed care necessary to meet the needs of specialized populations including LGBTQ developmental delayed youth and CSEC youth. All direct care staff are trained to identify the symptoms of trauma and incorporate trauma-based treatment and care.

Hope for Youth Short Term Residential Therapeutic Program is designed to provide stabilization and care to youth necessary to facilitate the youth's transition to a less restrictive environment. Hope for Youth has extensive experience in serving developmentally delayed youth. All interventions are aimed to coordinate a successful transition that is unique to each youth and include: 1) Needs and services planning; 2) Participation in the Child and Family Team meetings; 3) Competence based training; 4) Collaborating with community resources and making appropriate referrals.

Hope for Youth Mental Health Program is comprised of key components which include engagement, assessment, service planning, monitoring and adapting, and transition. Hope for Youth, Inc. will provide structured mental health treatment services in the day and evening, seven (7) days per week, in accordance with the needs identified in the treatment plan. Hope for Youth will ensure that the following services are provided to the persons served in placement during their stay in the short-term residential therapeutic program.

Hope for Youth, Inc. will provide the following specialty mental health services:

- Mental Health Services (Assessment, Plan Development, Case Management, and Individual, Family and Group Therapy, Collateral)
- Crisis Intervention
- Targeted Case Management
- EPSDT (Early and Periodic Screening, Diagnosis and Treatment) Supplemental SMHS
  - Intensive Care Coordination
  - Intensive Home-Based Services

### TARGET POPULATION

Hope for Youth, Inc. Short term residential therapeutic program will serve:

- Male youth between the ages of 12-21 years.
- Youth who are Heterosexual, Gay, Bisexual, Transgender, Questioning or Queer.
- Non-minor dependents who turn 18 can stay in placement until their Individual Plans are completed, which include but are not limited to AB12, college, military, etc.

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- Persons served with prior history and mental disorder diagnosis. Hope for Youth, Inc. will accept such persons served with disorders as long as the agency is able to maintain the required support services for their continued well-being.
- Persons served from the Juvenile Dependency Court, the Juvenile Delinquency Court per California Welfare and Institutions Codes (WIC §§ 300, 601, 602) and on occasion, directly from parents or guardians (Private Placement).

In addition, Hope for Youth, Inc. will accept persons served with the following behaviors but are not limited to: mild and moderate mental deficiencies, physical handicap but ambulatory, learning disability, deafness, blindness, non-verbal communications, epilepsy, diabetes, sexual or physical abuse, hyperactivity, autism, depression, self-destructive, sexual acting out, behavior/conduct disorder, school problems, alcohol or drug abuse, chronic runaway and chronic placement failure.

### REFERRALS

Fresno County youth shall retain priority placement within the STRTP. County-of-origin of placed youth will be monitored and, if the STRTP is found to have a low percentage of Fresno County placements overall, a meeting with County and the STRTP shall convene to discuss potential remedies and/or penalties.

### SERVICE LOCATIONS

Harvard House  
4324 W Harvard Ave  
Fresno, CA 93722  
(559) 681-1470

### CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

Hope for Youth, Inc. shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the child or non-minor dependent in its care. All specialty mental health services shall meet Medi-Cal standards. These services shall include all of the following:

- A. Mental Health Assessment:  
Hope for Youth, Inc. assessment process incorporates a clinical evaluation of the youth's current mental, behavioral and emotional status. The assessment will also consider cultural and historical information including histories of trauma and

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any current and/or prior diagnosis. The assessment is critical and serves as the compass for treatment scope.

Hope for Youth licensed mental health clinician is responsible to perform the assessment for youth enrolled in the STRTP. The clinician shall document the youth's presenting problem(s), goals and objectives for treatment, and his strengths at the current point in time. The mental health clinician will determine if mental health treatment is needed and will make recommendations for treatment based on medical necessity. Upon meeting necessity criteria, the mental health clinician will proceed with developing a treatment plan.

- i. A mental health assessment shall be completed and signed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a child's admission.
- ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.

### B. Client Plan:

The treatment plan shall be person-centered and based on the symptoms and behaviors which cause the youth's mental health impairment and are impeding the youth's functioning. The plan must include a timeframe to outline the goals and objectives the person served sets to accomplish during placement. The agency's treatment planning approach relies on the inclusion of both the participant, his biological or resource family, the social worker/probation officer/authorized representative (AR), along with our STRTP Treatment Team, and any other individuals or agents by which the participant/AR invites and would benefit from their involvement. The STRTP mental health clinician will help facilitate the person served's treatment planning process and connect them with the appropriate resources and provide information which addresses each area of focus..

- i. Each child admitted to the STRTP shall have a Client Plan reviewed and signed by an LMHP or the Head of Service (HOS) or any other related discipline designated by the HOS within ten (10) calendar days of admission.
- ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
- iii. Client Plan of each child shall include:
  - a. anticipated length of stay;
  - b. specific behavioral goals;
  - c. specific mental health treatment services;
  - d. one or more transition goals that support the rapid and successful transition of the youth back into the community;

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- e. evidence of the youth's participation and agreement; and
- f. evidence of review by a member of the STRTP mental health program staff.

C. Collaborating with the Child and Family Team (CFT), consistent with the case plan.

Hope for Youth, Inc. shall support the goals of the County Child Family Team recommendations of each child or youth in placement. Once in placement, the assigned mental health clinician or designee, shall be an active member of the child and family team for each youth while in the STRTP. Hope for Youth will coordinate with any of the CTF members as deemed necessary during placement and after discharge from the STRTP.

Child and Family Team meetings are to occur within the first 60 days of a youth's placement. Then, every 90 days thereafter, if the youth is receiving specialty mental health services. If not receiving specialty mental health services, then the meetings can occur every 6 months. Staff from the placing agency involved with the youth's case conducts the meeting and any preparatory discussions with the Child and Family Team members. Meeting agendas are developed with the team and reflect the voice of the child/youth and family.

Follow-up Child and Family Team meetings can be initiated by the STRTP, child, youth, family or another member. Hope for Youth STRTP staff will arrange a CFT meeting to address any circumstance that necessitates a change in the person served's plan such as behavioral changes, suggested placement changes, case plan concerns/requests, and especially when a meeting is requested by the person served.

Hope for Youth will ensure that the youth is transported to all CFT meetings and can participate in the CFT during the transition period following the youth's discharge from the STRTP, as appropriate

- D. Specialty Mental Health Treatment Services: Hope for Youth, Inc. shall make available for each child structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the child's needs as indicated on the child's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:
- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of

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learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services. These services will be provided to the persons served on as needed basis as directed by their treatment plan.

- ii. Collateral - Hope for Youth, Inc. will provide collateral services to a significant support person or persons involved in the person served's life in order to achieve treatment plan goals and objectives. This may include, but not limited to, consultation and/or training of the significant support person(s) that would further the person served's achievement of outcomes such as increase in resilience, recovery, or improvement in utilization of services. The Hope for Youth mental health clinician can provide consultation and training of the significant support person(s) to assist in comprehending the mental illness and how it impacts the youth's life. Also, the significant support person(s) may benefit from family counseling aimed to improve the functioning of the youth. At times, it may be necessary to provide the service to the significant support person(s) without the youth present. The Hope for Youth STRTP mental health clinicians can provide collateral services directly at the facility, in the field, or by phone/video conferencing.
  
- iii. Individual and Group Rehabilitation Services - Hope for Youth provides rehabilitation services necessary to improve each youth's quality of life and functioning in the community. Hope for Youth STRTP offers rehabilitation services in individual and group formats. Many of the youth served require assistance with developing, improving and maintaining social, functional, communication and living skills in order to achieve self-sufficiency. Self-sufficiency and self-regulation can be measured by achievement of targets in various life domains that are age-appropriate and developmentally specific to each youth. This service may incorporate other support resources that are available to the youth as well as education on any current medication taken.

Areas Hope for Youth focuses on when providing rehabilitation services include assistance in developing, restoring, or maintaining a person served's:

- A. Functional Skills
- B. Daily Living Skills
- C. Social Skills
- D. Grooming Skills
- E. Personal Hygiene Skills
- F. Teaching, coaching, practicing, role playing, planning and organizing

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- G. Support Services
- H. Providing the actual services of training/assisting the person served in techniques to address his mental health symptoms and behaviors which prevent optimal functioning

Hope for Youth STRTP provides rehabilitation services directly to a qualifying youth and can provide services to a group of qualifying youth combined. The format, frequency, and duration by which services are provided, must be necessitated by the treatment plan.

- iv. Medication Support Services – Hope for Youth has contracted with Orbit Health to provide its persons served with medication support services. Hope for Youth, through its contract with Orbit Health is responsible to arrange for the provision of medication support services including any of the following: prescribing, administering, and monitoring drug interactions and contraindications of psychiatric medications or biologicals that are necessary to alleviate the suffering and symptoms of mental illness. Hope for Youth will ensure the following guidelines are adhered to as defined in its contract with Orbit Health:
  - a. A prescribing physician shall examine each child prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the child's health condition. This examination shall be noted in the youth's record.
  - b. The prescribing physician shall sign a written medication review for each child prescribed psychotropic medication as clinically appropriate, but at least every 45 days. This review shall be included in the youth's record.
  - c. A psychiatrist shall review the course of treatment for all children who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress note signed by the psychiatrist at the time the review is completed.
  - d. Psychotropic medications for a child placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.

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- e. STRTPs providing care supervision to children diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.
  
- v. Crisis Intervention – Hope for Youth, Inc. provides Crisis Prevention Intervention (CPI), an emergency response service enabling a person served to cope with a crisis that requires a more timely response than a regularly scheduled visit. This service may be provided by any staff on shift who has completed formal CPI training and has passed the competency based appraisal to perform such services. All crisis interventions are reviewed by the Head of Service and Program Administrator to ensure that the handling of the crisis was appropriate, culturally sensitive, trauma-informed, and that proper documentation and follow-up occurred.  
  
If a youth is determined by the licensed mental health clinician or other approved staff as needing crisis stabilization services, then he/she will facilitate access to this service. An evaluation to determine the need for these services must conclude:
  - a. Crisis is due to a mental health disorder,
  - b. The youth is a danger to self, others, and/or
  - c. The youth is gravely disabled
  
- vi. Therapy – Mental Health Therapy: Hope for Youth qualified mental health clinician shall administer mental health therapy services that are aimed to reduce mental disability, symptoms and impairments. Some interventions practiced are 1) Cognitive Behavioral Therapy CBT and 2) Brief Therapy. The therapeutic components offered by Hope for Youth include:
  - a. Individual Mental Health Therapy – These psychotherapeutic sessions are available to each participant for the frequency and duration indicated in the treatment plan. Individual therapy sessions are designed to help each participant discover and confront the underlying feelings of neglect and/or abandonment, identify negative behaviors and actions associated with feelings, and initiate accountability and personal responsibility for such behaviors and actions. Traumatic life experiences are addressed to initiate recovery and prevent re-victimization from trauma occurring. Individual therapy helps persons served explore daily progress toward personal goals by encouraging the development and

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application of coping and life skills that will make it possible for them to begin the healing process. All areas of person served functioning is considered and specific goals of learning, development, independent living, and enhanced self-sufficiency are reinforced during the session.

- b. Group Mental Health Therapy – Group Therapy is offered to all participants of the STRTP for the duration and frequency specified in the treatment plan. One of the traditional tools of healing and relationship building is Group Therapy. The focus of Group Therapy is to provide a safe place for deep exploration of the person served's emotional issues surrounding their childhood. Group Therapy can validate feelings each participant experiences throughout their stay at the home and helps to strengthen relationships with other residents and staff.
  
- c. Family Mental Health Therapy – Family therapy interventions have proven to be effective in contributing to more favorable reunification/permanency outcomes among the youth served. Family Therapy is offered to youth and their families for the frequency and duration necessitated by the treatment plan. Family therapy sessions are provided to each youth and his family at the STRTP or in the field. Therapy can be provided individually, with a family, or in groups. In all instances where family therapy is provided, the youth must be present.

Therapy type and frequency shall be determined by the treatment plan. Therapy services for the most part are scheduled as follows:

1. Individual – therapy conducted weekly
2. Group – therapy conducted weekly
3. Family—therapy conducted weekly

- vii. Targeted Case Management – Hope for Youth, Inc. provides targeted case management services to assist the youth in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

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This service is determined by the treatment plan where it is to be monitored monthly and changes are made as needed by the mental health clinician. The services include but are not limited to:

- a. Social: coordination of visits with immediate and extended family, community groups (such as LGBTQ and other support groups) as approved by placing agency, religious services, etc.
  - b. Prevocational: assist with the improvement of person served's skills to include responsibility and integrity, time management, personal appearance, problem solving, critical thinking, and positive attitude.
  - c. Vocational: for persons served who need to enroll in adult school to obtain a vocational training certificate or a high school certificate of completion.
  - d. Rehabilitative: coordinate appointments to rehabilitative treatment services as indicated in the individual's treatment plan such as substance abuse, anger management and physical therapy.
  - e. Extra-curricular activities: coordinate and encourage participation in school sports, band and other school activities and provide equipment, uniforms and transportation as needed.
  - f. Emancipation: coordinate and assist in the enrollment in job corps, military, or transitional living
- vii. Psychiatrist Services - Hope for Youth has a contract with Orbit Health, a licensed physician with psychiatric specialty, to provide specialty mental health services necessary to diagnose or treat a mental illness or condition. The physician can also provide Hope for Youth's persons served with medication support services including any of the following: prescribing, administering, and monitoring drug interactions and contraindications of psychiatric medications or biologicals that are necessary to alleviate the suffering and symptoms of mental illness.
- viii. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home- Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.”

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- a. Intensive Care Coordination (ICC) – Hope for Youth will provide ICC where service planning and delivery for each youth is guided by the Child and Family Team (CFT). Hope for Youth relies on the practice guidelines of the Core Practice Model (CPM), taking an all-inclusive approach to service delivery. Hope for Youth will appoint one of its mental health clinicians as its ICC Coordinator who will carry out the primary activities of ICC. The ICC Coordinator is responsible to facilitate the provision of services including access, planning, delivery, and transition, in accordance with medical necessity criteria and treatment inputs.

The ICC Coordinator shall ensure participation of the child or youth, family or caregiver and significant others, along with any other STRTP staff, where participation helps to address needs and strengths and is reflected in the assessment and treatment plan. The ICC Coordinator will participate in the CFT meetings to assist the efforts of collaboration with child welfare systems across agencies. ICC services must be delivered using a CFT in order to qualify the service. Other Hope for Youth mental health clinicians can provide ICC services as long as an ICC Coordinator is facilitating his/her involvement in the service.

Additional responsibilities the ICC Coordinator will attend to include:

1. Integrating other identified support person(s) in the child's life and appropriate staff into the existing CFT
  2. Monitoring the youth's progress in meeting TX plan goals related to ICC
  3. Maintaining documentation (progress notes) related to interventions used by the ICC coordinator and other mental health clinicians in meeting the youth's treatment plan goals
- x. Intensive Home-Based Services (IHBS) – Hope for Youth will provide IHBS for the youth served who require intense individualized support. At least half of the youth served by Hope for Youth will require IHBS to address behaviors and symptoms that require high intensity services. Naturally, IHBS services are provided within the framework of the STRTP supporting the engagement of youth and significant support persons identified in the youth's treatment. Services are structured to assist youth in living in the least restrictive arrangement possible in a normal setting.

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IHBS services are meant to be of high-intensity and will be driven by the youth's needs and permanency objectives. Individualized IHBS services rendered will average 1.5 hour intervals at least three (3) times weekly. All services must meet medical necessity criteria and must be necessitated by the treatment plan. In addition, for EPSDT, authorization requirements of Fresno County DBH must be met prior to the service. Hope for Youth can provide IHBS in the home/STRTP, schools, recreational settings, child care centers, and other community settings where the child or youth will spend his time.

- E. A licensed mental health professional shall perform a clinical review every ninety (90) days of the child's status and progress in treatment to determine whether the child should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the youth's record.
- F. Ensuring continuity of care, services, and treatment as a child moves from his or her STRTP placement to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the child's case plan or treatment plan.
- G. Documenting the child's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
  - i. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the youth's record.
  - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the direct service program staff member(s) who provided the service.
  - iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.
- H. The youth's record must include:
  - i. Mental health assessment;
  - ii. Admission statement, signed by the HOS within five (5) days of child's arrival;
  - iii. Client Plan;

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- iv. STRTP mental health program progress notes;
- v. Clinical review report and transition determination;
- vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
- vii. Copy of court orders or judgements regarding physical or legal custody;
- viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
- ix. A transition determination plan.
  
- x. The STRTP shall ensure that American Indian children receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

### STAFFING

- A. All licensed, waived, and registered mental health professional providing services in an STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
  
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
  
- C. Hope for Youth, Inc. shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
  - a. Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
  - b. Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
  - c. Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
  
- D. Of the direct service program staff required above, Hope for Youth, Inc. shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
  
- E. Hope for Youth, Inc. shall have access to a psychiatrist twenty-four (24) hours per day.

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- F. Hope for Youth will enter into agreements with community agencies and supports that offer specialty services through formal MOU's (Memorandum of Understanding) to provide services including:
- a. Psychiatrist Services
  - b. Psychologist Services
  - c. Psychiatric Inpatient Hospital Services
  - d. Psychiatric Nursing Facility Services

Hope for Youth acknowledges that youth who require Crisis Residential Treatment (CRT), or care from a Psychiatric Health Facility (PHF), will access the Fresno County MHP system of care directly, therefore an MOU is not required by the agency.

### PERFORMANCE MEASURES/PROGRAM OUTCOMES

Hope for Youth, Inc. shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the COUNTY. Hope for Youth, Inc. utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the COUNTY annually in accumulative reports for overall program and contract evaluation.

Hope for Youth, Inc. will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of persons served to receive the right service at the right time.
- a. Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit
    - i. 100% of persons served will receive a mental health assessment within five (5) calendar days of placement in the STRTP, unless a valid assessment was conducted within 60 days prior to STRTP placement.
    - ii. 100% of persons served whose assessment necessitates the need for specialty mental health services will complete a plan for mental health treatment within ten (10) calendar days of placement in the STRTP.
    - iii. 100% of persons served with a mental health treatment plan will access services as directed by the treatment plan.

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- B. Effectiveness: Objective results achieved through services.
- a. Effectiveness of treatment interventions
    - i. 75% of persons served will demonstrate progress toward achieving treatment plan goals as determined during formal clinical review sessions.
  - b. Effectiveness of discharge planning (e.g., percentage of persons served successfully linked to lower levels of care)
    - i. 75% of persons served will complete the STRTP within the targeted time specified in the treatment plan.
    - ii. 100% of persons served will complete a discharge plan as part of the treatment plan.
    - iii. 75% of persons served who have achieved their treatment plan goals will transition to lower levels of care.
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
- a. Length of person served stay in program
    - i. 75% of Persons served will complete the STRTP within the targeted time specified in the treatment plan.
  - b. Number of units of service per person served
    - i. 75% of Persons served will utilize at least 80% of services prescribed in their treatment plan as measured by UOS utilization in 90-day increments.
  - c. Cost per person served
    - i. Hope for Youth will monitor cost per person served as measured by reconciling monthly service invoices with MHP estimated UOS
- D. Satisfaction and Compliance: The degree to which persons served, County, and other stakeholders are satisfied with the services.
- a. Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
    - i. Hope for Youth will implement a compliance protocol for its MHP and will utilize staff and reporting methods to monitor compliance.
    - ii. Person served files will be reviewed for compliance with service delivery and record keeping practices at least quarterly.

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- iii. The leadership will conduct a formal evaluation of person served and operational performance at least annually.
  - iv. A Quality Improvement Plan (QIP) is completed addressing the results of the evaluation.
  - v. Corrective action plans are completed timely and issued to regulatory agencies within specified time periods.
- b. Surveys of persons serviced, family members, other health care providers, and other stakeholders
- i. 80% of persons served will complete a satisfaction survey every quarter.
  - ii. 75% of persons served who complete a satisfaction survey, will express satisfaction that the STRTP Mental Health Program met their needs.
  - iii. 75% of family members, other health care providers, and other stakeholders will express satisfaction in the STRTP as evidenced by satisfaction surveys.

Hope for Youth, Inc. will use Extended Reach to track effectiveness, efficiency and satisfaction of its program. Extended Reach is a cloud-based software program with person served management features that enable the agency to record person served data, scan and upload documents, view, generate and analyze reports. The software program is compliant with all Federal, State and local privacy laws and practices.

Assessment and treatment planning for persons served will be accomplished by the usage of the CANS assessment tool. The standardized assessment tool will be used to support decision making, level of care and service plan development and monitor the outcomes of specific services as tailored to each individual person served. Hope for Youth will use surveys provided to persons served, their families and care providers to ensure efficiency and quality of services. Worksheets will be developed to track individual goals as identified in the assessments. The results will provide a platform to develop a performance improvement plan as needed to improve services by ensuring that the services provided to the persons served address all the required services as prescribed in the individual assessments.

Hope for Youth, Inc. understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. Hope for Youth, Inc. will utilize a computerized tracking system with which

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performance and outcome measures and other relevant data, such as demographics, will be maintained.

### TRANSITION OPTIMIZATION FUNDS

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

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

#### **a. Funding Allocation Methodology**

- i. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.
- ii. Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.
- iii. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- iv. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

#### **b. Responsibilities**

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

Contractor shall submit a letter of intent to DBH by July 31, 2023 identifying the selected Transition Optimization Activity(ies) and commitment to meet the

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deliverable deadlines as described below. The letter shall include all current Medi-Cal billable specialty mental health and substance use disorder services agreements the Contractor has with the County.

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

### ii. **Quarterly Reports**

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

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

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

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

#### 2. Q2 Report: Oct-Dec: Due January 15, 2024

#### 3. Q3 Report: Jan-Mar: Due April 15, 2024

#### 4. Q4 Report: Apr-June: Due July 15, 2024

### iv. All deliverables will be reviewed and approved by DBH prior to payment.

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### c. Eligible Transition Optimization Activities

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

## Exhibit B-6

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

## Exhibit B-6

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

## Exhibit B-6

1. Option One: Current EHR Users
  - a. Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.
  - b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
  - c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
2. Option Two: Non-EHR Users
  - a. Contractor shall submit an implementation plan by September 30, 2023 regarding how they will transition to utilizing the SmartCare EHR by June 30, 2024. The plan shall include, at a minimum, an identified Go Live Date, plan on how the current record system will be maintained and utilized, training plan including number of individuals, and additional supports. The Go Live Date must occur by June 30, 2024 to receive final payment. Contractor shall work closely with DBH to identify needs, assignments, collaboration opportunities to transition.
  - b. For Option 2, the Contractor shall not be reimbursed more than \$200,000 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. The total maximum compensation available for this option, shall include costs for maintaining current electronic health record/record system and additional supports and training costs per user. Contractor shall transition both specialty mental health and Drug Medi-Cal programming to the County's EHR and shall be required to use the County's EHR for future eligibility agreements with DBH. County shall

## **Exhibit B-6**

provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

# Exhibit B-7

## Scope of Services

ORGANIZATION: Michigan House, Inc.  
ADDRESS: 2014 Tulare St., Suite # 414, Fresno CA 93721  
TELEPHONE: 559-347-7627  
CONTACT PERSON: Garnett Fountain, Mental Health Director  
CONTRACT PERIOD: July 1, 2023 - June 30, 2024 with one optional twelve month renewal

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### SUMMARY OF SERVICES

The Michigan House STRTP MHP will provide a mental health treatment program to its youth where the following services will be administered directly by the Michigan House clinical staff:

- Mental Health Services including
  - Assessment,
  - Plan Development,
  - Mental Health Therapy,
  - Collateral,
  - Case Management, and
  - Rehabilitation.
- Crisis Intervention
- Targeted Case Management
- EPSDT services including only
  - Intensive Care Coordination, and
  - Intensive Home-Based Services.

While Michigan House does NOT provide the service directly, the mental health staff will ensure that each youth served has access to the following services if necessitated by the treatment plan:

- Day treatment intensive
- Day rehabilitation
- Medication Support Services
- Psychiatric nursing services

All services Michigan House provides will be performed by qualified mental health professionals whose credentials are verified and approved by Fresno County Department of Behavioral Health. Michigan House shall ensure that its employees and/or contractors (as applicable) perform the services within their scope of practice at all times. All proposed services will be provided on site, unless otherwise indicated in the treatment plan where an alternate location is more suitable and is eligible.

## Exhibit B-7

### TARGET POPULATION

Michigan House, Inc. STRTP accepts male youth, ranging from the ages of 12 to 18 where the admission determination is considered “appropriate” by the Head of Service. The youth placed within our Michigan House, Inc. facilities, have met the criteria for placement under the Welfare Institution Code (WIC) 300 and Welfare Institution Code (WIC) 600 and are dependents of the court. In addition, Michigan House also accepts:

- A. Male non-minor dependents age 18 – 21 who require placement until their Individual Plans are completed, which include but are not limited to AB12, college, military, etc.
- B. Persons served with prior mental disorder diagnosis. Michigan House, Inc. will accept such persons served with disorders and will complete a new or updated mental health assessment to determine current mental health condition(s).
- C. Persons served from the Juvenile Dependency Court, the Juvenile Delinquency Court per California Welfare and Institutions Codes (WIC §§ 300, 601, 602) and on occasion, directly from parents or guardians (Private Placement).

Essentially all of the youth served have been exposed to some form of emotional, physical, and/or sexual trauma and abuse during their childhood. The youth served by Michigan House require placement in the STRTP where services are aimed to improve the mental health impairment(s) identified in the assessment. The Michigan House mental health team along with the Interagency Placement Committee (IPC) have determine that the youth’s presenting problem has resulted in the need for placement in the therapeutic program for a short-term.

### PROGRAM GOALS AND SERVICE OBJECTIVES:

Michigan House will ensure that specific outcomes are met in order to achieve the desired goal that each participant will receive the necessary services and supports to accomplish permanency, placement in lower levels of care and/or independent living. The anticipated impact that our programs and services will have on each participant is categorized using these domains: 1) Permanency 2) Voice and Choice 3) Person Served Satisfaction 4) Safety 5) Well-Being and Health 6) Education and 7) Relationships. Each domain is guided by goals and core services outcomes that reinforce the organization’s mission. Michigan House follows the practice guide as recommended by Casey Family Program, Elements of Effective Practice for Children and Youth Served by Therapeutic Residential Care, and will target the following core services outcomes.

- 1. Improved prosocial and coping skills
- 2. Reduced cognitive distortions
- 3. Reduced aggression
- 4. Reduced mental health symptoms
- 5. Reduced trauma and re-victimization
- 6. Improved community readiness
- 7. Improved family structure and monitoring
- 8. Improved placement stability
- 9. Decrease inappropriate sexual conduct

## Exhibit B-7

### SERVICE LOCATIONS

Michigan House #1  
1224 E. Michigan Ave.  
Fresno, CA 93704  
Telephone: (559) 227-3454

Michigan House #2  
1209 S. Hughes  
Fresno, CA 93706  
Telephone: (559) 233-8340

### CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

Michigan House, Inc. shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the child or non-minor dependent in its care. All specialty mental health services shall meet Medi-Cal standards. These services shall include all of the following:

#### A. Mental Health Assessment:

A licensed mental health professional or waived/registered mental health professional will evaluate the status of each youth's mental, emotional and behavioral health within five (5) calendar days of admission using the agency Mental Health Evaluation form, as well as the California Child and Adolescent Needs and Strengths (CANS) 50 and Pediatric Symptom Checklist (Y-PSC-35). Michigan House, Inc. will use the DSM-V index, or most current version, to determine medical necessity for mental health services for the youth it serves. In order to formulate the most effective and appropriate treatment plan possible, the assessment shall consider all relevant mental health and biopsychosocial factors that could impact the youth. Results of the assessment are shared with members of the Michigan House mental health team and are incorporated in the treatment plan within ten (10) calendar days of the youth's arrival.

- i. A mental health assessment shall be completed and signed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a child's admission.
- ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.

#### B. Client Plan:

A licensed mental health professional or waived/registered mental health professional will assist each youth in developing a treatment plan to address each mental health condition identified by the assessment. The plan is conducted within ten (10) calendar days of the youth's admission to the STRTP. Measurable goals, objectives, and interventions are identified in the mental health treatment plan. The plan may require the youth's participation in individual, group, and/or family mental health services, among other mental health interventions. The treatment plan is reviewed at least every thirty (30) days to determine if the plan requires any changes. In addition, a formal clinical review is conducted at least every ninety (90) days by the LMHP or waived/registered mental health professional. The LMHP or waived/registered mental health professional and/or Head of Service shall assess if the child's mental health status and treatment needs have changed and update the plan accordingly.

## Exhibit B-7

- i. Each child admitted to the STRTP shall have a Client plan reviewed and signed by an LMHP or the Head of Service (HOS) or any other related discipline designated by the HOS within ten (10) calendar days of admission.
  - ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
  - iii. Client Plan of each child shall include:
    - a. anticipated length of stay;
    - b. specific behavioral goals;
    - c. specific mental health treatment services;
    - d. one or more transition goals that support the rapid and successful transition of the youth back into the community;
    - e. evidence of the youth's participation and agreement; and
    - f. evidence of review by a member of the STRTP mental health program staff.
- C. Collaborating with the Child and Family Team (CFT), consistent with the case plan.

Michigan House, Inc. mental health staff will collaborate with each person served's Child and Family Team (CFT) in effort to address the status of mental health conditions, maximize outcomes of treatment, reduce the length of time to achieve permanency, and develop a coordinated system of care for the person served during and after his participation in the STRTP. The CFT shall promote engagement with the family, child, and/or direct care staff, and provide a process for transparent communication to ensure that services are well coordinated in collaboration with service providers. Michigan House shall ensure that its mental health program staff accompany the person served and participate in the CFT. As part of each person served's treatment plan, and in support of the CFT, Michigan House mental health staff will provide intensive care coordination (ICC). Michigan House will designate the ICC Coordinator to arrange CFT meetings and document any CFT feedback and directives.

- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each child structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the child's needs as indicated on the child's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:
- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.

## Exhibit B-7

- a. Collateral - Collateral services and supports are available to supportive members of the child's treatment who require training/education to increase knowledge and abilities to assist person served in managing his mental health symptoms. With proper consent by the authorized representative, any of the Michigan House mental health staff may have contact with any significant support person (SSP) in the person served's life including family members, and significant others. Collateral is provided when the mental health staff has contact with the SSP with the intent of improving or maintaining the mental health of the person served. Michigan House provides collateral that includes, but is not limited to, consultation and training of the significant support person aimed to:
    1. Assist in utilization of behavioral health services by the person served to improve or manage the mental health condition.
    2. Assist in understanding the person served's mental health conditions and symptoms.
  - b. Rehabilitation (Group and Individual) Services -The mental health rehabilitation specialist (MHRS) provides each youth assistance in improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.
    1. Individual Rehabilitation sessions are provided by the Mental Health Rehabilitation Specialist to assist each person served in learning to deal with mental health symptoms by reinforcing activities of daily living (ADLs). Activities are intended to educate, teach, coach, or assist with a skill needed by the person served to manage his mental health symptoms. Through individual rehabilitation, the MHRS will help to reinforce the topics addressed in the group rehabilitation sessions by guiding the person served in applying learned techniques and strategies.
    2. Group Rehabilitation will be provided by the Mental Health Rehabilitation Specialist. The group sessions will focus on socialization, coping skills, and independent living skills and other areas of functioning where skill building is necessary to manage each person served's mental health symptoms. The groups may be modified and adapted to meet the individual needs of persons served in a group setting.
- ii. Medication Support Services – includes one or more of the following: prescribing, administering, dispensing and monitoring drug interactions

## Exhibit B-7

and contraindications of psychiatric medications or biologicals that are necessary to alleviate the suffering and symptoms of mental illness. Michigan House Inc. will arrange for each youth to receive necessary medication support services by a physician or psychiatrist. Michigan House shall ensure that each person served receives an initial mental health assessment within five (5) calendar days of their arrival. If indicated by the assessment, a referral is made for any person served who requires a medication evaluation. Michigan House shall arrange for a formal medication review by the prescribing physician every 45 days for persons served who are taking psychotropic medications. For persons served who have been diagnosed with one or more mental health conditions, but are not taking medication to manage their mental symptoms, Michigan House shall arrange for a medication review at least every 90 days.

Michigan House will arrange for each person served to receive medication support services through referral to Fresno County Department of Behavioral Health. The Fresno County MHP provider shall provide to each person served who meets medical necessity criteria, the following services:

- Evaluation of the need for medication
  - Evaluation of clinical effectiveness and side effects
  - The obtaining of Informed Medication Consent
  - An Informed Medication Consent must be completed fully whenever there is a new medication prescribed, a change in medication, route or dosage unless a range is clearly indicated on the form
  - Medication education including instruction in the use, risks and benefits of and alternatives for medication
  - Collateral
  - Plan Development
  - Medication support services for Caregiver's Affidavit  
Medication support services for minors: The use of the JV 220 series
- a. A prescribing physician shall examine each child prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the child's health condition. This examination shall be noted in the child's client record.
  - b. The prescribing physician shall sign a written medication review for each child prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the child's client record.
  - c. A psychiatrist shall review the course of treatment for all children who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress

## Exhibit B-7

note signed by the psychiatrist at the time the review is completed.

- d. Psychotropic medications for a child placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.
  - e. STRTPs providing care supervision to children diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.
- iii. Crisis Intervention – an emergency response service enabling a person served to cope with a crisis; requires a timelier response than a regularly scheduled visit.

Michigan House will provide crisis intervention lasting less than 24 hours for a condition that requires a more timely response than a regularly scheduled visit. Service activities include, but are not limited to, assessment, collateral and therapy. Crisis intervention can be provided by any mental health staff where the crisis incident requires immediate response. Supporting residents in coping with a crisis, re-establishing their baseline, and regaining their status of functioning is critical. Crises can be influenced by trauma history, cultural identities, mental health diagnoses, and medications and should be handled with competence and sensitivity.

- iv. Therapy – a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. May be delivered to an individual or group and may include family therapy if the person served is present.
- Michigan House will offer therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency.
- a. Individual Therapy - Michigan House provides individual therapy focusing on emotional and mental domains geared toward improving the person served's ability to adjust emotionally. It also aims to improve the person served's intellectual functioning and decision making, especially around daily living.
  - b. Group Therapy - Michigan House will provide group therapy using specific and evidence-based therapeutic interventions. Group therapy is offered using the psychotherapeutic intervention of Dialectical Behavioral Therapy (DBT). DBT is a therapy approach combining mindfulness, distress tolerance,

## Exhibit B-7

emotion regulation, and interpersonal effectiveness. The therapeutic group provides an opportunity for persons served to practice DBT skills and evaluate new coping strategies and interpersonal skills for themselves.

- c. Family Therapy - Michigan House provides family therapy sessions to each youth whose permanency plan involves a parent or relative. The sessions are designed to assist the family to improve communication and address underlying conflicts, problems, behaviors and situations which may have an impact on family functioning. Family therapy by Michigan House aims to build emotional capacities and abilities that lend to a better functioning home environment.
- v. Targeted Case Management – services that assist a person served in accessing needed medical, education, social, prevocational, vocational, rehabilitative, or other community services.  
Michigan House will provide targeted case management services to each person served to assist the person served in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services as medically necessary. Case Management involves linkages, monitoring progress, advocating, brokering or ensuring access with or on behalf of the person served. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure person served's access to service and the service delivery system; monitoring of the person served's progress; placement services; and plan development. A mental health clinician shall consult with other stakeholders including child and family team, to communicate and coordinate any case plan directives.
- vi. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.” EPSDT services are administered by the LMHP or wavered/registered mental health professional at the beginning of placement and periodically during participation at Michigan House, Inc. Any EPSDT related service/assessment outside of the scope of practice of mental health personnel at Michigan House, Inc. and/or is not feasible based on the discretion of the Head of Service will be handled through referral to a community partner. The Mental Health Rehabilitation Specialist position will make such referrals under the advice of the head of service and will coordinate with community professionals and document such referrals and results.
  - a. Intensive Care Coordination (ICC) is delivered using a CFT, and is intended for children and youth with more intensive needs and/or whose treatment requires cross-agency collaboration.

## Exhibit B-7

The MHRS will serve as the ICC Coordinator. ICC Coordinator shall attend every CFT and ensure all system partners and plans are implemented and services and supports are being accessed by the youth. CFT meetings are hosted monthly and at the time of treatment plan initiation, and upon STRTP transition for the youth. Michigan House may initiate a CFT more frequently if a significant incident/event occurred or if changes to the treatment plan require CFT input/involvement.

- b. Intensive Home-Based Services (IHBS) - Michigan House supports the transitioning of its youth from the STRTP by providing a short-term therapeutic program of services and supports. IHBS services assist the person served and members of their support system to develop skills to achieve the goals and objectives of the person served's treatment plan. IHBS is assessed for youth who are currently enrolled in the STRTP who have a scheduled discharge plan within 30 days. IHBS may continue after transition where Michigan House MHRS will serve as a liaison to ensure continuity of services during transition and post- permanency.

### E. Services ARRANGED FOR by Michigan House, Inc.

In the event that a child placed with Michigan House requires specialty mental health services not provided by the STRTP, then the Head of Service or licensed, waived/registered mental health clinician will coordinate care with the Fresno County Department of Behavioral Health. Michigan House is committed to support the recommendations of the Child and Family Team and will adhere to any direction given by the Department in assisting the youth in accessing such services. This includes support of any recommended referral process, transition coordination, and cross- system collaboration. The Head of Service will ensure that all mental health staff are provided training on Fresno County approved service providers, eligibility/participation criteria, referral process, appeal process, etc. Michigan House will not directly provide the following services but shall make available:

- i. Day Treatment Intensive Services – a structured, multi-disciplinary program including community meetings, a therapeutic milieu, therapy, skill building groups, and adjunctive therapies, which provides services to a distinct group of individuals. It may also include rehabilitation, process groups, and other interventions.
- ii. Day Rehabilitation – a structured program including rehabilitation, skill building groups, process groups, and adjunctive therapies, which provides services to a distinct group of individuals. It may also include therapy and other inventions.
- iii. Psychiatrist Services – services provided by licensed physicians, who have indicated a psychiatrist specialty, who have contracted with the MHP to provide specialty mental services to diagnose or treat a mental illness or condition.

## Exhibit B-7

- iv. Psychologist Services – services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition.
- F. A licensed mental health professional shall perform a clinical review every ninety (90) days of the child's status and progress in treatment to determine whether the child should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the child's client record.

As part of the requirements of this position, the Head of Service will ensure that a clinical review of each person served's treatment status is performed by the licensed mental health professional (LMHP) or waived/registered mental health professional every ninety (90) days or more frequently as appropriate. The clinical review shall assess the person served's status and progress in the STRTP, as well as, achievement of treatment plan goals. This review shall be used to determine whether the person served is demonstrating readiness for transition or if the person served requires modification to his course of treatment including goals, interventions and timelines. The clinician will evaluate the person served's utilization, participation and engagement in services, and if the person served is progressing toward achieving treatment goals. Readiness to transition to a lower level of care is also addressed and the transition plan updated if applicable. The licensed mental health professional shall make the determination of continued stay at the STRTP or transition. The determination shall be in consultation with the CFT members. A report documenting this clinical review shall be maintained in the person served's record and distributed to the placing agency. The resident and his authorized representative will read and sign all reporting documents.

- G. Ensuring continuity of care, services, and treatment as a child moves from his or her STRTP placement to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the child's case plan or treatment plan.

The need for ongoing services and support by the STRTP is assessed for youth who are currently enrolled in the STRTP and who have a scheduled discharge plan within 30 days. Intensive home-based services (IHBS) may continue after transition where Michigan House MHRS will serve as a liaison to ensure continuity of services during transition and post-permanency. The MHRS shall provide Individualized, strength-based interventions supporting improvement of symptom/self-management. The MHRS shall provide the youth education of mental illness and assist with development of social supports and address behaviors that interfere with a stable and permanent family life, seeking & maintaining a job, youth's educational achievement and/or independent living. IHBS is provided for an average of 2-4 hours per youth per week. Michigan House anticipates that at least two persons served will require IHBS as necessitated by the treatment plan.

## Exhibit B-7

- H. Documenting the child's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
  - i. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the child's client record.
  - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the direct service program staff member(s) who provided the service.
  - iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.
- I. The client record must include:
  - i. Mental health assessment;
  - ii. Admission statement, signed by the HOS within five (5) days of child's arrival;
  - iii. Client Plan;
  - iv. STRTP mental health program progress notes;
  - v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan.
- J. The STRTP shall ensure that American Indian children receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

### STAFFING

- A. All licensed, waived, and registered mental health professional providing services in an STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. A STRTP shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
  - a. Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2

## Exhibit B-7

- b. Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
  - c. Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, a STRTP shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. The STRTP shall have access to a psychiatrist twenty-four (24) hours per day.

### PERFORMANCE MEASURES/PROGRAM OUTCOMES

Michigan House, Inc. shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. Michigan House, Inc. utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the County annually in accumulative reports for overall program and contract evaluation.

Michigan House, Inc. will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of persons served to receive the right service at the right time.
- a. Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit
    - i. 100% of Persons served will receive a mental health assessment within five (5) calendar days of placement in the STRTP, unless a valid assessment was conducted within 60 days prior to STRTP placement.
    - ii. 100% of Persons served whose assessment necessitates the need for specialty mental health services will complete a plan for mental health treatment within ten (10) calendar days of placement in the STRTP.
    - iii. 90% of Persons served with a mental health treatment plan will access services as directed by the treatment plan.

## Exhibit B-7

- B. Effectiveness: Objective results achieved through services.
  - a. Effectiveness of treatment interventions
    - i. 75% of Persons served will demonstrate progress toward achieving treatment plan goals as determined during formal clinical review sessions.
  - b. Effectiveness of discharge planning (e.g., percentage of persons served successfully linked to lower levels of care)
    - i. 75% of Persons served will complete the STRTP within the targeted time specified in the treatment plan.
    - ii. 100% of Persons served will complete a discharge plan as part of the treatment plan.
    - iii. 75% of Persons served who have achieved their treatment plan goals will transition to lower levels of care.
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
  - a. Length of person served stay in program
    - i. 75% of Persons served will complete the STRTP within the targeted time specified in the treatment plan.
  - b. Number of units of service per person served
    - i. 75% of Persons served will utilize at least 80% of services prescribed in their treatment plan as measured by UOS utilization in 90-day increments.
  - c. Cost per person served
    - i. Michigan House, Inc. will monitor cost per person served as measured by reconciling monthly service invoices with MHP estimated UOS
- D. Satisfaction and Compliance: The degree to which persons served, County, and other stakeholders are satisfied with the services.
  - a. Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
    - i. Michigan House, Inc. will implement a compliance protocol for its mental health staff and will utilize reporting methods to monitor compliance.
    - ii. Person served files will be reviewed for compliance with service delivery and record keeping practices at least quarterly.
    - iii. The leadership will conduct a formal evaluation of person served and operational performance at least annually.

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- iv. A Quality Improvement Plan (QIP) is completed addressing the results of the evaluation.
- v. Corrective action plans are completed timely and issued to regulatory agencies within specified time periods.
- b. Surveys of persons serviced, family members, other health care providers, and other stakeholders
  - i. 80% of Persons served will complete a satisfaction survey every quarter.
  - ii. 75% of Persons served served who complete a satisfaction survey, will express satisfaction that the STRTP Mental Health Program met their treatment needs.
  - iii. 75% of family members, other health care providers, and other stakeholders will express satisfaction in the STRTP as evidenced by satisfaction surveys.

Michigan House, Inc. understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. Michigan House, Inc. will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

### TRANSITION OPTIMIZATION FUNDS

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

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

#### a. Funding Allocation Methodology

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

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

### b. **Responsibilities**

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

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

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

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

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

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

- 1. Q1 Reports: July-Sept:
  - a. Letter of Intent: Due July 31, 2023
  - b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic Health Record Implementation Plans (if applicable): Due September 30, 2023
  - c. Fiscal Monitoring Tool Identified Practices and Strategies (if applicable): Due September 30, 2023

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

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

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

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

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

## Exhibit B-7

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

- b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
  - c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
2. Option Two: Non-EHR Users
- a. Contractor shall submit an implementation plan by September 30, 2023 regarding how they will transition to utilizing the SmartCare EHR by June 30, 2024. The plan shall include, at a minimum, an identified Go Live Date, plan on how the current record system will be maintained and utilized, training plan including number of individuals, and additional supports. The Go Live Date must occur by June 30, 2024 to receive final payment. Contractor shall work closely with DBH to identify needs, assignments, collaboration opportunities to transition.
  - b. For Option 2, the Contractor shall not be reimbursed more than \$200,000 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. The total maximum compensation available for this option, shall include costs for maintaining current electronic health record/record system and additional supports and training costs per user. Contractor shall transition both specialty mental health and Drug Medi-Cal programming to the County's EHR and shall be required to use the County's EHR for future eligibility agreements with DBH. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

# Exhibit B-7

## Scope of Services

ORGANIZATION: Michigan House, Inc.  
ADDRESS: 2014 Tulare St., Suite # 414, Fresno CA 93721  
TELEPHONE: 559-347-7627  
CONTACT PERSON: Garnett Fountain, Mental Health Director  
CONTRACT PERIOD: July 1, 2023 - June 30, 2024 with one optional twelve month renewal

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### SUMMARY OF SERVICES

The Michigan House STRTP MHP will provide a mental health treatment program to its youth where the following services will be administered directly by the Michigan House clinical staff:

- Mental Health Services including
  - Assessment,
  - Plan Development,
  - Mental Health Therapy,
  - Collateral,
  - Case Management, and
  - Rehabilitation.
- Crisis Intervention
- Targeted Case Management
- EPSDT services including only
  - Intensive Care Coordination, and
  - Intensive Home-Based Services.

While Michigan House does NOT provide the service directly, the mental health staff will ensure that each youth served has access to the following services if necessitated by the treatment plan:

- Day treatment intensive
- Day rehabilitation
- Medication Support Services
- Psychiatric nursing services

All services Michigan House provides will be performed by qualified mental health professionals whose credentials are verified and approved by Fresno County Department of Behavioral Health. Michigan House shall ensure that its employees and/or contractors (as applicable) perform the services within their scope of practice at all times. All proposed services will be provided on site, unless otherwise indicated in the treatment plan where an alternate location is more suitable and is eligible.

## Exhibit B-7

### TARGET POPULATION

Michigan House, Inc. STRTP accepts male youth, ranging from the ages of 12 to 18 where the admission determination is considered “appropriate” by the Head of Service. The youth placed within our Michigan House, Inc. facilities, have met the criteria for placement under the Welfare Institution Code (WIC) 300 and Welfare Institution Code (WIC) 600 and are dependents of the court. In addition, Michigan House also accepts:

- A. Male non-minor dependents age 18 – 21 who require placement until their Individual Plans are completed, which include but are not limited to AB12, college, military, etc.
- B. Persons served with prior mental disorder diagnosis. Michigan House, Inc. will accept such persons served with disorders and will complete a new or updated mental health assessment to determine current mental health condition(s).
- C. Persons served from the Juvenile Dependency Court, the Juvenile Delinquency Court per California Welfare and Institutions Codes (WIC §§ 300, 601, 602) and on occasion, directly from parents or guardians (Private Placement).

Essentially all of the youth served have been exposed to some form of emotional, physical, and/or sexual trauma and abuse during their childhood. The youth served by Michigan House require placement in the STRTP where services are aimed to improve the mental health impairment(s) identified in the assessment. The Michigan House mental health team along with the Interagency Placement Committee (IPC) have determine that the youth’s presenting problem has resulted in the need for placement in the therapeutic program for a short-term.

### PROGRAM GOALS AND SERVICE OBJECTIVES:

Michigan House will ensure that specific outcomes are met in order to achieve the desired goal that each participant will receive the necessary services and supports to accomplish permanency, placement in lower levels of care and/or independent living. The anticipated impact that our programs and services will have on each participant is categorized using these domains: 1) Permanency 2) Voice and Choice 3) Person Served Satisfaction 4) Safety 5) Well-Being and Health 6) Education and 7) Relationships. Each domain is guided by goals and core services outcomes that reinforce the organization’s mission. Michigan House follows the practice guide as recommended by Casey Family Program, Elements of Effective Practice for Children and Youth Served by Therapeutic Residential Care, and will target the following core services outcomes.

- 1. Improved prosocial and coping skills
- 2. Reduced cognitive distortions
- 3. Reduced aggression
- 4. Reduced mental health symptoms
- 5. Reduced trauma and re-victimization
- 6. Improved community readiness
- 7. Improved family structure and monitoring
- 8. Improved placement stability
- 9. Decrease inappropriate sexual conduct

## Exhibit B-7

### SERVICE LOCATIONS

Michigan House #1  
1224 E. Michigan Ave.  
Fresno, CA 93704  
Telephone: (559) 227-3454

Michigan House #2  
1209 S. Hughes  
Fresno, CA 93706  
Telephone: (559) 233-8340

### CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

Michigan House, Inc. shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the child or non-minor dependent in its care. All specialty mental health services shall meet Medi-Cal standards. These services shall include all of the following:

#### A. Mental Health Assessment:

A licensed mental health professional or waived/registered mental health professional will evaluate the status of each youth's mental, emotional and behavioral health within five (5) calendar days of admission using the agency Mental Health Evaluation form, as well as the California Child and Adolescent Needs and Strengths (CANS) 50 and Pediatric Symptom Checklist (Y-PSC-35). Michigan House, Inc. will use the DSM-V index, or most current version, to determine medical necessity for mental health services for the youth it serves. In order to formulate the most effective and appropriate treatment plan possible, the assessment shall consider all relevant mental health and biopsychosocial factors that could impact the youth. Results of the assessment are shared with members of the Michigan House mental health team and are incorporated in the treatment plan within ten (10) calendar days of the youth's arrival.

- i. A mental health assessment shall be completed and signed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a child's admission.
- ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.

#### B. Client Plan:

A licensed mental health professional or waived/registered mental health professional will assist each youth in developing a treatment plan to address each mental health condition identified by the assessment. The plan is conducted within ten (10) calendar days of the youth's admission to the STRTP. Measurable goals, objectives, and interventions are identified in the mental health treatment plan. The plan may require the youth's participation in individual, group, and/or family mental health services, among other mental health interventions. The treatment plan is reviewed at least every thirty (30) days to determine if the plan requires any changes. In addition, a formal clinical review is conducted at least every ninety (90) days by the LMHP or waived/registered mental health professional. The LMHP or waived/registered mental health professional and/or Head of Service shall assess if the child's mental health status and treatment needs have changed and update the plan accordingly.

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- i. Each child admitted to the STRTP shall have a Client plan reviewed and signed by an LMHP or the Head of Service (HOS) or any other related discipline designated by the HOS within ten (10) calendar days of admission.
  - ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
  - iii. Client Plan of each child shall include:
    - a. anticipated length of stay;
    - b. specific behavioral goals;
    - c. specific mental health treatment services;
    - d. one or more transition goals that support the rapid and successful transition of the youth back into the community;
    - e. evidence of the youth's participation and agreement; and
    - f. evidence of review by a member of the STRTP mental health program staff.
- C. Collaborating with the Child and Family Team (CFT), consistent with the case plan.

Michigan House, Inc. mental health staff will collaborate with each person served's Child and Family Team (CFT) in effort to address the status of mental health conditions, maximize outcomes of treatment, reduce the length of time to achieve permanency, and develop a coordinated system of care for the person served during and after his participation in the STRTP. The CFT shall promote engagement with the family, child, and/or direct care staff, and provide a process for transparent communication to ensure that services are well coordinated in collaboration with service providers. Michigan House shall ensure that its mental health program staff accompany the person served and participate in the CFT. As part of each person served's treatment plan, and in support of the CFT, Michigan House mental health staff will provide intensive care coordination (ICC). Michigan House will designate the ICC Coordinator to arrange CFT meetings and document any CFT feedback and directives.

- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each child structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the child's needs as indicated on the child's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:
- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.

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- a. Collateral - Collateral services and supports are available to supportive members of the child's treatment who require training/education to increase knowledge and abilities to assist person served in managing his mental health symptoms. With proper consent by the authorized representative, any of the Michigan House mental health staff may have contact with any significant support person (SSP) in the person served's life including family members, and significant others. Collateral is provided when the mental health staff has contact with the SSP with the intent of improving or maintaining the mental health of the person served. Michigan House provides collateral that includes, but is not limited to, consultation and training of the significant support person aimed to:
    1. Assist in utilization of behavioral health services by the person served to improve or manage the mental health condition.
    2. Assist in understanding the person served's mental health conditions and symptoms.
  - b. Rehabilitation (Group and Individual) Services -The mental health rehabilitation specialist (MHRS) provides each youth assistance in improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.
    1. Individual Rehabilitation sessions are provided by the Mental Health Rehabilitation Specialist to assist each person served in learning to deal with mental health symptoms by reinforcing activities of daily living (ADLs). Activities are intended to educate, teach, coach, or assist with a skill needed by the person served to manage his mental health symptoms. Through individual rehabilitation, the MHRS will help to reinforce the topics addressed in the group rehabilitation sessions by guiding the person served in applying learned techniques and strategies.
    2. Group Rehabilitation will be provided by the Mental Health Rehabilitation Specialist. The group sessions will focus on socialization, coping skills, and independent living skills and other areas of functioning where skill building is necessary to manage each person served's mental health symptoms. The groups may be modified and adapted to meet the individual needs of persons served in a group setting.
- ii. Medication Support Services – includes one or more of the following: prescribing, administering, dispensing and monitoring drug interactions

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and contraindications of psychiatric medications or biologicals that are necessary to alleviate the suffering and symptoms of mental illness. Michigan House Inc. will arrange for each youth to receive necessary medication support services by a physician or psychiatrist. Michigan House shall ensure that each person served receives an initial mental health assessment within five (5) calendar days of their arrival. If indicated by the assessment, a referral is made for any person served who requires a medication evaluation. Michigan House shall arrange for a formal medication review by the prescribing physician every 45 days for persons served who are taking psychotropic medications. For persons served who have been diagnosed with one or more mental health conditions, but are not taking medication to manage their mental symptoms, Michigan House shall arrange for a medication review at least every 90 days.

Michigan House will arrange for each person served to receive medication support services through referral to Fresno County Department of Behavioral Health. The Fresno County MHP provider shall provide to each person served who meets medical necessity criteria, the following services:

- Evaluation of the need for medication
  - Evaluation of clinical effectiveness and side effects
  - The obtaining of Informed Medication Consent
  - An Informed Medication Consent must be completed fully whenever there is a new medication prescribed, a change in medication, route or dosage unless a range is clearly indicated on the form
  - Medication education including instruction in the use, risks and benefits of and alternatives for medication
  - Collateral
  - Plan Development
  - Medication support services for Caregiver's Affidavit  
Medication support services for minors: The use of the JV 220 series
- a. A prescribing physician shall examine each child prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the child's health condition. This examination shall be noted in the child's client record.
  - b. The prescribing physician shall sign a written medication review for each child prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the child's client record.
  - c. A psychiatrist shall review the course of treatment for all children who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress

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note signed by the psychiatrist at the time the review is completed.

- d. Psychotropic medications for a child placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.
  - e. STRTPs providing care supervision to children diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.
- iii. Crisis Intervention – an emergency response service enabling a person served to cope with a crisis; requires a timelier response than a regularly scheduled visit.

Michigan House will provide crisis intervention lasting less than 24 hours for a condition that requires a more timely response than a regularly scheduled visit. Service activities include, but are not limited to, assessment, collateral and therapy. Crisis intervention can be provided by any mental health staff where the crisis incident requires immediate response. Supporting residents in coping with a crisis, re-establishing their baseline, and regaining their status of functioning is critical. Crises can be influenced by trauma history, cultural identities, mental health diagnoses, and medications and should be handled with competence and sensitivity.

- iv. Therapy – a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. May be delivered to an individual or group and may include family therapy if the person served is present.
- Michigan House will offer therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency.
- a. Individual Therapy - Michigan House provides individual therapy focusing on emotional and mental domains geared toward improving the person served's ability to adjust emotionally. It also aims to improve the person served's intellectual functioning and decision making, especially around daily living.
  - b. Group Therapy - Michigan House will provide group therapy using specific and evidence-based therapeutic interventions. Group therapy is offered using the psychotherapeutic intervention of Dialectical Behavioral Therapy (DBT). DBT is a therapy approach combining mindfulness, distress tolerance,

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emotion regulation, and interpersonal effectiveness. The therapeutic group provides an opportunity for persons served to practice DBT skills and evaluate new coping strategies and interpersonal skills for themselves.

- c. Family Therapy - Michigan House provides family therapy sessions to each youth whose permanency plan involves a parent or relative. The sessions are designed to assist the family to improve communication and address underlying conflicts, problems, behaviors and situations which may have an impact on family functioning. Family therapy by Michigan House aims to build emotional capacities and abilities that lend to a better functioning home environment.
- v. Targeted Case Management – services that assist a person served in accessing needed medical, education, social, prevocational, vocational, rehabilitative, or other community services.  
Michigan House will provide targeted case management services to each person served to assist the person served in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services as medically necessary. Case Management involves linkages, monitoring progress, advocating, brokering or ensuring access with or on behalf of the person served. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure person served's access to service and the service delivery system; monitoring of the person served's progress; placement services; and plan development. A mental health clinician shall consult with other stakeholders including child and family team, to communicate and coordinate any case plan directives.
- vi. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.” EPSDT services are administered by the LMHP or wavered/registered mental health professional at the beginning of placement and periodically during participation at Michigan House, Inc. Any EPSDT related service/assessment outside of the scope of practice of mental health personnel at Michigan House, Inc. and/or is not feasible based on the discretion of the Head of Service will be handled through referral to a community partner. The Mental Health Rehabilitation Specialist position will make such referrals under the advice of the head of service and will coordinate with community professionals and document such referrals and results.
  - a. Intensive Care Coordination (ICC) is delivered using a CFT, and is intended for children and youth with more intensive needs and/or whose treatment requires cross-agency collaboration.

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The MHRS will serve as the ICC Coordinator. ICC Coordinator shall attend every CFT and ensure all system partners and plans are implemented and services and supports are being accessed by the youth. CFT meetings are hosted monthly and at the time of treatment plan initiation, and upon STRTP transition for the youth. Michigan House may initiate a CFT more frequently if a significant incident/event occurred or if changes to the treatment plan require CFT input/involvement.

- b. Intensive Home-Based Services (IHBS) - Michigan House supports the transitioning of its youth from the STRTP by providing a short-term therapeutic program of services and supports. IHBS services assist the person served and members of their support system to develop skills to achieve the goals and objectives of the person served's treatment plan. IHBS is assessed for youth who are currently enrolled in the STRTP who have a scheduled discharge plan within 30 days. IHBS may continue after transition where Michigan House MHRS will serve as a liaison to ensure continuity of services during transition and post- permanency.

### E. Services ARRANGED FOR by Michigan House, Inc.

In the event that a child placed with Michigan House requires specialty mental health services not provided by the STRTP, then the Head of Service or licensed, waived/registered mental health clinician will coordinate care with the Fresno County Department of Behavioral Health. Michigan House is committed to support the recommendations of the Child and Family Team and will adhere to any direction given by the Department in assisting the youth in accessing such services. This includes support of any recommended referral process, transition coordination, and cross- system collaboration. The Head of Service will ensure that all mental health staff are provided training on Fresno County approved service providers, eligibility/participation criteria, referral process, appeal process, etc. Michigan House will not directly provide the following services but shall make available:

- i. Day Treatment Intensive Services – a structured, multi-disciplinary program including community meetings, a therapeutic milieu, therapy, skill building groups, and adjunctive therapies, which provides services to a distinct group of individuals. It may also include rehabilitation, process groups, and other interventions.
- ii. Day Rehabilitation – a structured program including rehabilitation, skill building groups, process groups, and adjunctive therapies, which provides services to a distinct group of individuals. It may also include therapy and other inventions.
- iii. Psychiatrist Services – services provided by licensed physicians, who have indicated a psychiatrist specialty, who have contracted with the MHP to provide specialty mental services to diagnose or treat a mental illness or condition.

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- iv. Psychologist Services – services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition.
- F. A licensed mental health professional shall perform a clinical review every ninety (90) days of the child's status and progress in treatment to determine whether the child should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the child's client record.

As part of the requirements of this position, the Head of Service will ensure that a clinical review of each person served's treatment status is performed by the licensed mental health professional (LMHP) or waived/registered mental health professional every ninety (90) days or more frequently as appropriate. The clinical review shall assess the person served's status and progress in the STRTP, as well as, achievement of treatment plan goals. This review shall be used to determine whether the person served is demonstrating readiness for transition or if the person served requires modification to his course of treatment including goals, interventions and timelines. The clinician will evaluate the person served's utilization, participation and engagement in services, and if the person served is progressing toward achieving treatment goals. Readiness to transition to a lower level of care is also addressed and the transition plan updated if applicable. The licensed mental health professional shall make the determination of continued stay at the STRTP or transition. The determination shall be in consultation with the CFT members. A report documenting this clinical review shall be maintained in the person served's record and distributed to the placing agency. The resident and his authorized representative will read and sign all reporting documents.

- G. Ensuring continuity of care, services, and treatment as a child moves from his or her STRTP placement to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the child's case plan or treatment plan.

The need for ongoing services and support by the STRTP is assessed for youth who are currently enrolled in the STRTP and who have a scheduled discharge plan within 30 days. Intensive home-based services (IHBS) may continue after transition where Michigan House MHRS will serve as a liaison to ensure continuity of services during transition and post-permanency. The MHRS shall provide Individualized, strength-based interventions supporting improvement of symptom/self-management. The MHRS shall provide the youth education of mental illness and assist with development of social supports and address behaviors that interfere with a stable and permanent family life, seeking & maintaining a job, youth's educational achievement and/or independent living. IHBS is provided for an average of 2-4 hours per youth per week. Michigan House anticipates that at least two persons served will require IHBS as necessitated by the treatment plan.

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- H. Documenting the child's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
  - i. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the child's client record.
  - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the direct service program staff member(s) who provided the service.
  - iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.
- I. The client record must include:
  - i. Mental health assessment;
  - ii. Admission statement, signed by the HOS within five (5) days of child's arrival;
  - iii. Client Plan;
  - iv. STRTP mental health program progress notes;
  - v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan.
- J. The STRTP shall ensure that American Indian children receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

### STAFFING

- A. All licensed, waived, and registered mental health professional providing services in an STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. A STRTP shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
  - a. Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2

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- b. Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
  - c. Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, a STRTP shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. The STRTP shall have access to a psychiatrist twenty-four (24) hours per day.

### PERFORMANCE MEASURES/PROGRAM OUTCOMES

Michigan House, Inc. shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. Michigan House, Inc. utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the County annually in accumulative reports for overall program and contract evaluation.

Michigan House, Inc. will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of persons served to receive the right service at the right time.
- a. Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit
    - i. 100% of Persons served will receive a mental health assessment within five (5) calendar days of placement in the STRTP, unless a valid assessment was conducted within 60 days prior to STRTP placement.
    - ii. 100% of Persons served whose assessment necessitates the need for specialty mental health services will complete a plan for mental health treatment within ten (10) calendar days of placement in the STRTP.
    - iii. 90% of Persons served with a mental health treatment plan will access services as directed by the treatment plan.

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- B. Effectiveness: Objective results achieved through services.
  - a. Effectiveness of treatment interventions
    - i. 75% of Persons served will demonstrate progress toward achieving treatment plan goals as determined during formal clinical review sessions.
  - b. Effectiveness of discharge planning (e.g., percentage of persons served successfully linked to lower levels of care)
    - i. 75% of Persons served will complete the STRTP within the targeted time specified in the treatment plan.
    - ii. 100% of Persons served will complete a discharge plan as part of the treatment plan.
    - iii. 75% of Persons served who have achieved their treatment plan goals will transition to lower levels of care.
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
  - a. Length of person served stay in program
    - i. 75% of Persons served will complete the STRTP within the targeted time specified in the treatment plan.
  - b. Number of units of service per person served
    - i. 75% of Persons served will utilize at least 80% of services prescribed in their treatment plan as measured by UOS utilization in 90-day increments.
  - c. Cost per person served
    - i. Michigan House, Inc. will monitor cost per person served as measured by reconciling monthly service invoices with MHP estimated UOS
- D. Satisfaction and Compliance: The degree to which persons served, County, and other stakeholders are satisfied with the services.
  - a. Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
    - i. Michigan House, Inc. will implement a compliance protocol for its mental health staff and will utilize reporting methods to monitor compliance.
    - ii. Person served files will be reviewed for compliance with service delivery and record keeping practices at least quarterly.
    - iii. The leadership will conduct a formal evaluation of person served and operational performance at least annually.

## Exhibit B-7

- iv. A Quality Improvement Plan (QIP) is completed addressing the results of the evaluation.
- v. Corrective action plans are completed timely and issued to regulatory agencies within specified time periods.
- b. Surveys of persons serviced, family members, other health care providers, and other stakeholders
  - i. 80% of Persons served will complete a satisfaction survey every quarter.
  - ii. 75% of Persons served served who complete a satisfaction survey, will express satisfaction that the STRTP Mental Health Program met their treatment needs.
  - iii. 75% of family members, other health care providers, and other stakeholders will express satisfaction in the STRTP as evidenced by satisfaction surveys.

Michigan House, Inc. understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. Michigan House, Inc. will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

### TRANSITION OPTIMIZATION FUNDS

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

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

#### a. Funding Allocation Methodology

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

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

### b. **Responsibilities**

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

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

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

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

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

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

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

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

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

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

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

## Exhibit B-7

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

## Exhibit B-7

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

## Exhibit B-7

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

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

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

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

## Exhibit B-8

### Scope of Services

ORGANIZATION: Manuch, Inc.

ADDRESS: PO BOX 26622  
Fresno, CA 93729

TELEPHONE: 559-352-0860

CONTACT PERSON: Mike Manucharyan, Executive Director

CONTRACT PERIOD: July 1, 2023 - June 30, 2024 with one optional twelve month renewal

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#### SUMMARY OF SERVICES:

The Manuch, Inc. STRTP MHP will provide a mental health treatment program to its youth where the following services will be administered directly by the Manuch, Inc. clinical staff:

- Mental Health Services including
  - Assessment,
  - Plan Development,
  - Mental Health Therapy,
  - Collateral,
  - Case Management, and
  - Rehabilitation.
- Crisis Intervention
- Targeted Case Management
- EPSDT services including only
  - Intensive Care Coordination, and
  - Intensive Home-Based Services.

While Manuch, Inc. does NOT provide the service directly, the mental health staff will ensure that each youth served has access to the following services if necessitated by the treatment plan:

- Day treatment intensive
- Day rehabilitation
- Medication Support Services
- Psychiatric nursing services

All services Manuch, Inc. provides will be performed by qualified mental health professionals whose credentials are verified and approved by Fresno County Department of Behavioral Health. Manuch, Inc. shall ensure that its employees and/or contractors (as applicable) perform the services within their scope of practice at all times. All proposed services will be provided on site, unless otherwise indicated in the treatment plan where an alternate location is more suitable and is eligible.

## Exhibit B-8

### TARGET POPULATION

Manuch, Inc. STRTP accepts male youth, ranging from the ages of 12 to 18 where the admission determination is considered “appropriate” by the Head of Service. The youth placed within our Manuch, Inc. facilities, have met the criteria for placement under the Welfare Institution Code (WIC) 300 and Welfare Institution Code (WIC) 600 and are dependents of the court. In addition, Manuch, Inc. also accepts:

- A. Male non-minor dependents age 18 – 21 who require placement until their Individual Plans are completed, which include but are not limited to AB12, college, military, etc.
- B. Persons served with prior mental disorder diagnosis. Manuch, Inc. will accept such persons served with disorders and will complete a new or updated mental health assessment to determine current mental health condition(s).
- C. Persons served from the Juvenile Dependency Court, the Juvenile Delinquency Court per California Welfare and Institutions Codes (WIC §§ 300, 601, 602) and on occasion, directly from parents or guardians (Private Placement).

Essentially all of the youth served have been exposed to some form of emotional, physical, and/or sexual trauma and abuse during their childhood. The youth served by Manuch, Inc. require placement in the STRTP where services are aimed to improve the mental health impairment(s) identified in the assessment. The Manuch, Inc. mental health team along with the Interagency Placement Committee (IPC) have determine that the youth’s presenting problem has resulted in the need for placement in the therapeutic program for a short-term.

Manuch Inc. also has two, 3-bed facilities aimed to providing services to high acuity youth. Manuch Inc specialized program will provide intensive home-based services and interventions to three youth at a time ranging from the age of 12 years to 21 years of age. Since the facility’s licensed capacity is three (3) Riverpine STRTP can accept youth who identify as Heterosexual, Lesbian, Gay, Bisexual, and/or Questioning. The treatment program will be operated in a single-family residential home where staff is awake and on duty at all times, 24 hours per day, 7 days per week.

Manuch Inc, specialized program serves youth who have severe mental health conditions where symptoms and impairments affect their daily functioning and well-being, preventing them from integrating with other youth. The youth require a variety of interventions and service providers concentrated around crisis intervention, management and stabilization. Upon achieving necessary stabilization, treatment interventions and supports including, but not limited to, Intensive Home-Based Services (IHBS), Therapeutic Behavioral Services (TBS), mental health therapy, wraparound services and targeted case management inclusive of interdisciplinary team members (ICC) will be coordinated for the youth.

### REFERRALS

Fresno County youth shall retain priority placement within the STRTP. County-of-origin of placed youth will be monitored and, if the STRTP is found to have a low percentage of Fresno County placements overall, a meeting with County and the STRTP shall convene to discuss potential remedies and/or penalties.

## Exhibit B-8

### PROGRAM GOALS AND SERVICE OBJECTIVES:

Manuch, Inc. will ensure that specific outcomes are met in order to achieve the desired goal that each participant will receive the necessary services and supports to accomplish permanency, placement in lower levels of care and/or independent living. The anticipated impact that our programs and services will have on each participant is categorized using these domains: 1) Permanency 2) Voice and Choice 3) Person served Satisfaction 4) Safety 5) Well-Being and Health 6) Education and 7) Relationships. Each domain is guided by goals and core services outcomes that reinforce the organization's mission. Manuch, Inc. follows the practice guide as recommended by Casey Family Program, Elements of Effective Practice for Children and Youth Served by Therapeutic Residential Care, and will target the following core services outcomes.

1. Improved prosocial and coping skills
2. Reduced cognitive distortions
3. Reduced aggression
4. Reduced mental health symptoms
5. Reduced trauma and re-victimization
6. Improved community readiness
7. Improved family structure and monitoring
8. Improved placement stability
9. Decrease inappropriate sexual conduct

### SERVICE LOCATIONS

Aspen House  
5610 W. Donner Ave.  
Fresno, CA 93721  
Phone: (559) 271-2040

Inspiration Peak  
7658 N Santa Fe Ave.  
Fresno, CA 93722  
Phone: (559) 515-6914

Riverpine  
3043 W Roberts Ave.  
Fresno, CA 93711  
Phone: (559) 999-4820

### CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

Manuch, Inc. shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the child or non-minor dependent in its care. All specialty mental health services shall meet Medi-Cal standards.

These services shall include all of the following:

#### A. Mental Health Assessment:

A licensed mental health professional or waived/registered mental health professional will evaluate the status of each youth's mental, emotional and behavioral health within five (5) calendar days of admission using the agency Mental Health Evaluation form, as well as the California Child and Adolescent Needs and Strengths (CANS) 50 and Pediatric Symptom Checklist (Y-PSC-35). Manuch, Inc. will use the DSM-V index, or most current version, to determine medical necessity for mental health services for the youth it serves. In order to formulate the most effective and appropriate treatment plan possible, the

## Exhibit B-8

assessment shall consider all relevant mental health and biopsychosocial factors that could impact the youth. Results of the assessment are shared with members of the Manuch, Inc. mental health team and are incorporated in the treatment plan within ten (10) calendar days of the youth's arrival.

- i. A mental health assessment shall be completed and signed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a child's admission.
- ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.

### B. Client Plan:

A licensed mental health professional or waived/registered mental health professional will assist each youth in developing a treatment plan to address each mental health condition identified by the assessment. The plan is conducted within ten (10) calendar days of the youth's admission to the STRTP. Measurable goals, objectives, and interventions are identified in the mental health treatment plan. The plan may require the youth's participation in individual, group, and/or family mental health services, among other mental health interventions. The treatment plan is reviewed at least every thirty (30) days to determine if the plan requires any changes. In addition, a formal clinical review is conducted at least every ninety (90) days by the LMHP or waived/registered mental health professional. The LMHP or waived/registered mental health professional and/or Head of Service shall assess if the child's mental health status and treatment needs have changed and update the plan accordingly.

- i. Each child admitted to the STRTP shall have a Client Plan reviewed and signed by an LMHP or the Head of Service (HOS) or any other related discipline designated by the HOS within ten (10) calendar days of admission.
- ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
- iii. Client Plan of each child shall include:
  - a. anticipated length of stay;
  - b. specific behavioral goals;
  - c. specific mental health treatment services;
  - d. one or more transition goals that support the rapid and successful transition of the youth back into the community;
  - e. evidence of the youth's participation and agreement; and
  - f. evidence of review by a member of the STRTP mental health program staff.

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- C. Collaborating with the Child and Family Team (CFT), consistent with the case plan.

Manuch, Inc. mental health staff will collaborate with each person served's Child and Family Team (CFT) in effort to address the status of mental health conditions, maximize outcomes of treatment, reduce the length of time to achieve permanency, and develop a coordinated system of care for the person served during and after his participation in the STRTP. The CFT shall promote engagement with the family, child, and/or direct care staff, and provide a process for transparent communication to ensure that services are well coordinated in collaboration with service providers. Manuch, Inc. shall ensure that its mental health program staff accompany the person served and participate in the CFT. As part of each person served's treatment plan, and in support of the CFT, Manuch mental health staff will provide intensive care coordination (ICC). Manuch will designate the ICC Coordinator to arrange CFT meetings and document any CFT feedback and directives.

- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each child structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the child's needs as indicated on the child's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:
- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.
    - a. Collateral - Collateral services and supports are available to supportive members of the child's treatment who require training/education to increase knowledge and abilities to assist person served in managing his mental health symptoms. With proper consent by the authorized representative, any of the Manuch, Inc. mental health staff may have contact with any significant support person (SSP) in the person served's life including family members, and significant others. Collateral is provided when the mental health staff has contact with the SSP with the intent of improving or maintaining the mental health of the person served. Manuch, Inc. provides collateral that includes, but is not limited to, consultation and training of the significant support person aimed to:
      - 1. Assist in utilization of behavioral health services by the person served to improve or manage the mental health condition.
      - 2. Assist in understanding the person served's mental health conditions and symptoms.

## Exhibit B-8

- b. Rehabilitation (Group and Individual) Services -The mental health rehabilitation specialist (MHRS) provides each youth assistance in improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.
1. Individual Rehabilitation sessions are provided by the Mental Health Rehabilitation Specialist to assist each person served in learning to deal with mental health symptoms by reinforcing activities of daily living (ADLs). Activities are intended to educate, teach, coach, or assist with a skill needed by the person served to manage his mental health symptoms. Through individual rehabilitation, the MHRS will help to reinforce the topics addressed in the group rehabilitation sessions by guiding the person served in applying learned techniques and strategies.
  2. Group Rehabilitation will be provided by the Mental Health Rehabilitation Specialist. The group sessions will focus on socialization, coping skills, and independent living skills and other areas of functioning where skill building is necessary to manage each person served's mental health symptoms. The groups may be modified and adapted to meet the individual needs of persons served in a group setting.

- ii. Medication Support Services – includes one or more of the following: prescribing, administering, dispensing and monitoring drug interactions and contraindications of psychiatric medications or biologicals that are necessary to alleviate the suffering and symptoms of mental illness. Manuch, Inc. will arrange for each youth to receive necessary medication support services by a physician or psychiatrist. Manuch, Inc. shall ensure that each person served receives an initial mental health assessment within five (5) calendar days of their arrival. If indicated by the assessment, a referral is made for any person served who requires a medication evaluation. Manuch, Inc. shall arrange for a formal medication review by the prescribing physician every 45 days for persons served who are taking psychotropic medications. For persons served who have been diagnosed with one or more mental health conditions, but are not taking medication to manage their mental symptoms, Manuch, Inc. shall arrange for a medication review at least every 90 days.

Manuch, Inc. will arrange for each person served to receive medication support services through referral to Fresno County Department of Behavioral Health. The Fresno County MHP provider shall provide to each person served who meets medical necessity criteria, the following services:

- Evaluation of clinical effectiveness and side effects
- The obtaining of Informed Medication Consent

## Exhibit B-8

- An Informed Medication Consent must be completed fully whenever there is a new medication prescribed, a change in medication, route or dosage unless a range is clearly indicated on the form
  - Medication education including instruction in the use, risks and benefits of and alternatives for medication
  - Collateral
  - Plan Development
  - Medication support services for Caregiver's Affidavit  
Medication support services for minors: The use of the JV 220 series
- a. A prescribing physician shall examine each child prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the child's health condition. This examination shall be noted in the youth's record.
  - b. The prescribing physician shall sign a written medication review for each child prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the youth's record.
  - c. A psychiatrist shall review the course of treatment for all children who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress note signed by the psychiatrist at the time the review is completed.
  - d. Psychotropic medications for a child placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.
  - e. STRTPs providing care supervision to children diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.
- iii. Crisis Intervention – an emergency response service enabling a person served to cope with a crisis; requires a timelier response than a regularly scheduled visit.

Manuch, Inc. will provide crisis intervention lasting less than 24 hours for a condition that requires a more timely response than a regularly scheduled visit. Service activities include, but are not limited to, assessment, collateral and therapy. Crisis intervention can be provided by

## Exhibit B-8

any mental health staff where the crisis incident requires immediate response. Supporting residents in coping with a crisis, re-establishing their baseline, and regaining their status of functioning is critical. Crises can be influenced by trauma history, cultural identities, mental health diagnoses, and medications and should be handled with competence and sensitivity.

- iv. Therapy – a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. May be delivered to an individual or group and may include family therapy if the person served is present. Manuch, Inc. will offer therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency.
  - a. Individual Therapy - Manuch, Inc. provides individual therapy focusing on emotional and mental domains geared toward improving the person served's ability to adjust emotionally. It also aims to improve the person served's intellectual functioning and decision making, especially around daily living.
  - b. Group Therapy - Manuch, Inc. will provide group therapy using specific and evidence-based therapeutic interventions. Group therapy is offered using the psychotherapeutic intervention of Dialectical Behavioral Therapy (DBT). DBT is a therapy approach combining mindfulness, distress tolerance, emotion regulation, and interpersonal effectiveness. The therapeutic group provides an opportunity for persons served to practice DBT skills and evaluate new coping strategies and interpersonal skills for themselves.
  - c. Family Therapy - Manuch, Inc. provides family therapy sessions to each youth whose permanency plan involves a parent or relative. The sessions are designed to assist the family to improve communication and address underlying conflicts, problems, behaviors and situations which may have an impact on family functioning. Family therapy by Manuch, Inc. aims to build emotional capacities and abilities that lend to a better functioning home environment.
- v. Targeted Case Management – services that assist a person served in accessing needed medical, education, social, prevocational, vocational, rehabilitative, or other community services. Manuch, Inc. will provide targeted case management services to each person served to assist the person served in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services as medically necessary. Case Management involves linkages, monitoring progress, advocating, brokering or ensuring access with or on behalf of the person served. The service activities may include, but are not limited to, communication, coordination, and referral;

## Exhibit B-8

monitoring service delivery to ensure person served's access to service and the service delivery system; monitoring of the person served's progress; placement services; and plan development. A mental health clinician shall consult with other stakeholders including child and family team, to communicate and coordinate any case plan directives.

- vi. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.” EPSDT services are administered by the LMHP or wavered/registered mental health professional at the beginning of placement and periodically during participation at Manuch, Inc. Any EPSDT related service/assessment outside of the scope of practice of mental health personnel at Manuch, Inc. and/or is not feasible based on the discretion of the Head of Service will be handled through referral to a community partner. The Mental Health Rehabilitation Specialist position will make such referrals under the advice of the head of service and will coordinate with community professionals and document such referrals and results.
    - a. Intensive Care Coordination (ICC) is delivered using a CFT, and is intended for children and youth with more intensive needs and/or whose treatment requires cross-agency collaboration. The MHRS will serve as the ICC Coordinator. ICC Coordinator shall attend every CFT and ensure all system partners and plans are implemented and services and supports are being accessed by the youth. CFT meetings are hosted monthly and at the time of treatment plan initiation, and upon STRTP transition for the youth. Manuch, Inc. may initiate a CFT more frequently if a significant incident/event occurred or if changes to the treatment plan require CFT input/involvement.
    - b. Intensive Home-Based Services (IHBS) - Manuch, Inc. supports the transitioning of its youth from the STRTP by providing a short-term therapeutic program of services and supports. IHBS services assist the person served and members of their support system to develop skills to achieve the goals and objectives of the person served's treatment plan. IHBS is assessed for youth who are currently enrolled in the STRTP who have a scheduled discharge plan within 30 days. IHBS may continue after transition where Manuch, Inc. MHRS will serve as a liaison to ensure continuity of services during transition and post-permanency.
- E. Services Arranged For by Manuch, Inc.

In the event that a child placed with Manuch, Inc. requires specialty mental health services not provided by the STRTP, then the Head of Service or licensed,

## Exhibit B-8

waivered/registered mental health clinician will coordinate care with the Fresno County Department of Behavioral Health. Manuch, Inc. is committed to support the recommendations of the Child and Family Team and will adhere to any direction given by the Department in assisting the youth in accessing such services. This includes support of any recommended referral process, transition coordination, and cross- system collaboration. The Head of Service will ensure that all mental health staff are provided training on Fresno County approved service providers, eligibility/participation criteria, referral process, appeal process, etc. Manuch, Inc. will not directly provide the following services but shall make available:

- i. Day Treatment Intensive Services – a structured, multi-disciplinary program including community meetings, a therapeutic milieu, therapy, skill building groups, and adjunctive therapies, which provides services to a distinct group of individuals. It may also include rehabilitation, process groups, and other interventions.
  - ii. Day Rehabilitation – a structured program including rehabilitation, skill building groups, process groups, and adjunctive therapies, which provides services to a distinct group of individuals. It may also include therapy and other inventions.
  - iii. Psychiatrist Services – services provided by licensed physicians, who have indicated a psychiatrist specialty, who have contracted with the MHP to provide specialty mental services to diagnose or treat a mental illness or condition.
  - iv. Psychologist Services – services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition.
- F. A licensed mental health professional shall perform a clinical review every ninety (90) days of the child’s status and progress in treatment to determine whether the child should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the youth’s record.

As part of the requirements of this position, the Head of Service will ensure that a clinical review of each person served’s treatment status is performed by the licensed mental health professional (LMHP) or waived/registered mental health professional every ninety (90) days or more frequently as appropriate. The clinical review shall assess the person served’s status and progress in the STRTP, as well as, achievement of treatment plan goals. This review shall be used to determine whether the person served is demonstrating readiness for transition or if the person served requires modification to his course of treatment including goals, intervention and timelines. The clinician will evaluate the person served’s utilization, participation and engagement in services, and if the person served is progressing toward achieving treatment goals.

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Readiness to transition to a lower level of care is also addressed and the transition plan updated if applicable. The licensed mental health professional shall make the determination of continued stay at the STRTP or transition. The determination shall be in consultation with the CFT members. A report documenting this clinical review shall be maintained in the person served's record and distributed to the placing agency. The resident and his authorized representative will read and sign all reporting documents.

- G. Ensuring continuity of care, services, and treatment as a child moves from his or her STRTP placement to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the child's case plan or treatment plan.

The need for ongoing services and support by the STRTP is assessed for youth who are currently enrolled in the STRTP and who have a scheduled discharge plan within 30 days. Intensive home-based services (IHBS) may continue after transition where Manuch, Inc. MHRS will serve as a liaison to ensure continuity of services during transition and post-permanency. The MHRS shall provide Individualized, strength-based interventions supporting Improvement of symptom/self-management. The MHRS shall provide the youth education of mental illness and assist with development of social supports and address behaviors that interfere with a stable and permanent family life, seeking & maintaining a job, youth's educational achievement and/or independent living. IHBS is provided for an average of 2-4 hours per youth per week. Manuch, Inc. anticipates that at least two persons served will require IHBS as necessitated by the treatment plan.

- H. Documenting the child's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
  - i. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the youth's record.
  - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the direct service program staff member(s) who provided the service.
  - iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.
- I. The youth's record must include:
  - i. Mental health assessment;
  - ii. Admission statement, signed by the HOS within five (5) days of child's arrival;
  - iii. Client Plan;
  - iv. STRTP mental health program progress notes;

## Exhibit B-8

- v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan.
- J. The STRTP shall ensure that American Indian children receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

### STAFFING

- A. All licensed, waived, and registered mental health professional providing services in an STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. A STRTP shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
  - a. Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
  - b. Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
  - c. Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, a STRTP shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. The STRTP shall have access to a psychiatrist twenty-four (24) hours per day.

### PERFORMANCE MEASURES/PROGRAM OUTCOMES

Manuch, Inc. shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. Manuch, Inc. utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the County annually in accumulative reports for overall program and contract evaluation.

## Exhibit B-8

Manuch, Inc. will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of persons served to receive the right service at the right time.
  - a. Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit
    - i. 100% of Persons served will receive a mental health assessment within five (5) calendar days of placement in the STRTP, unless a valid assessment was conducted within 60 days prior to STRTP placement.
    - ii. 100% of Persons served whose assessment necessitates the need for specialty mental health services will complete a plan for mental health treatment within ten (10) calendar days of placement in the STRTP.
    - iii. 90% of Persons served with a mental health treatment plan will access services as directed by the treatment plan.
- B. Effectiveness: Objective results achieved through services.
  - a. Effectiveness of treatment interventions
    - i. 75% of Persons served will demonstrate progress toward achieving treatment plan goals as determined during formal clinical review sessions.
  - b. Effectiveness of discharge planning (e.g., percentage of persons served successfully linked to lower levels of care)
    - i. 75% of Persons served will complete the STRTP within the targeted time specified in the treatment plan.
    - ii. 100% of Persons served will complete a discharge plan as part of the treatment plan.
    - iii. 75% of Persons served who have achieved their treatment plan goals will transition to lower levels of care.
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
  - a. Length of person served stay in program
    - i. 75% of Persons served will complete the STRTP within the targeted time specified in the treatment plan.
  - b. Number of units of service per person served
    - i. 75% of Persons served will utilize at least 80% of services prescribed in their treatment plan as measured by UOS utilization in 90-day increments.
  - c. Cost per person served

## Exhibit B-8

- i. Manuch, Inc. will monitor cost per person served as measured by reconciling monthly service invoices with MHP estimated UOS
- D. Satisfaction and Compliance: The degree to which persons served, County, and other stakeholders are satisfied with the services.
- a. Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
    - i. Manuch, Inc. will implement a compliance protocol for its mental health staff and will utilize reporting methods to monitor compliance.
    - ii. Person served files will be reviewed for compliance with service delivery and record keeping practices at least quarterly.
    - iii. The leadership will conduct a formal evaluation of person served and operational performance at least annually.
    - iv. A Quality Improvement Plan (QIP) is completed addressing the results of the evaluation.
    - v. Corrective action plans are completed timely and issued to regulatory agencies within specified time periods.
  - b. Surveys of persons serviced, family members, other health care providers, and other stakeholders
    - i. 80% of Persons served will complete a satisfaction survey every quarter.
    - ii. 75% of Persons served served who complete a satisfaction survey, will express satisfaction that the STRTP Mental Health Program met their treatment needs.
    - iii. 75% of family members, other health care providers, and other stakeholders will express satisfaction in the STRTP as evidenced by satisfaction surveys.

Manuch, Inc. understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. Manuch, Inc. will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

### TRANSITION OPTIMIZATION FUNDS

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

## Exhibit B-8

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

### a. **Funding Allocation Methodology**

- i. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.
- ii. Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.
- iii. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- iv. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

### b. **Responsibilities**

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

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

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

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

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

## Exhibit B-8

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

1. Q1 Reports: July-Sept:
  - a. Letter of Intent: Due July 31, 2023
  - b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic Health Record Implementation Plans (if applicable): Due September 30, 2023
  - c. Fiscal Monitoring Tool Identified Practices and Strategies (if applicable): Due September 30, 2023
2. Q2 Report: Oct-Dec: Due January 15, 2024
3. Q3 Report: Jan-Mar: Due April 15, 2024
4. Q4 Report: Apr-June: Due July 15, 2024

iv. All deliverables will be reviewed and approved by DBH prior to payment.

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

- i. **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate fiscal health of the organization. Tools shall, at a minimum, monitor costs, productivity targets and identify one or more practice pattern(s) the organization is employing to increase direct care time to the Medi-Cal population.
  1. **Fiscal Monitoring Tools and Implementation Plan:** Contractor shall develop fiscal monitoring tools that will be used monthly to ensure their organizational fiscal health and implementation plan. Fiscal monitoring tools drafts and implementation plan shall be submitted to DBH by September 30, 2023.
    - a. **Identified Practice:** Identify at least one process improvement that shall be modified by September 30, 2023.
    - b. **Quarterly Progress Reports:** Quarterly progress reports shall be submitted including but not limited to a narrative of progress, obstacles, alternative solutions and outcomes.
    - c. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

## Exhibit B-8

ii. **Equity Gap Analysis:** Contractor shall produce a report identifying the race/ethnicity of population served in fiscal year 2022-23 compared to the County's population as provided by the County. Contractor shall identify key disparities in both persons served and amount of services and frequency of transitions to other levels of care received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.

1. Report on Underserved Population: Contractor shall submit an Equity Gap Report to the Department containing including, but not limited to, the following:
  - a. Identify if it serves specific population within its program(s) and identify whom the program(s) currently served based on data.
  - b. Staffing/workforce information and demographics. Report the staffing/workforce supporting the different programs and populations served by the provider in Fresno County. This data is to evaluate how the staffing reflects the populations it is serving.
  - c. Comparison of the county penetration rates to the demographics of persons served by the Contractor and program(s) under agreement with DBH.
  - d. Data on retention of persons served by demographics. Total persons served and the average length of stay by demographics of the persons served in programs.
    - i. Which populations are remaining in the programs by demographics, which ones are having the shortest stays.
    - ii. How long is the average length of stay by the demographics.
  - e. Identify what data points the Contractor is missing at this time that challenges its ability to thoroughly assess its equity gap analysis. Examples: Data is not collected, Data that is missing or under reported, data not captured in its processes, etc.
2. Equity Improvement Implementation Plan: Contractor shall submit an Equity Improvement Implementation Plan related to improving health equity by September 30, 2023. The plan shall include the following items at a minimum:
  - a. Contractor shall select three strategies from below:
    - i. Plan shall include specific efforts including, but not limited to, the following and timelines to increase access to underserved groups.

## Exhibit B-8

1. Outreach/Engagement with underserved communities
  2. Active attendance/participation in DBH's Diversity Equity and Inclusion (DEI) workgroup
  3. Plan for retention of persons served in programs who are underrepresented
  4. Improvement of demographic data collection including Sexual Orientation Gender Identity (SOGI)/LGBTQ data.
- ii. Plan shall address workforce capacity to render services to more underserved populations, through:
1. Development of bilingual personnel
  2. Recruitment plan for more diverse workforce to reflect populations served.
  3. Training for workforce to increase capacity to be culturally responsive
  4. Development workforce pool for the future that can be bilingual and bicultural
- b. Timeline for each effort shall be included in the plan.
- c. Contractor shall identify the measurement to be used to demonstrate successful implementation of plan. Measure may be identified by the Contractor to best support their plan and goals.
- d. Contractor shall develop and submit policies and procedures to formally support equity effort.
3. Quarterly Progress Reports: Use available data including but not limited to, External Quality Review Organization (EQRO) and EHR data to evaluate the strategies deployed. Quarterly progress reports shall be submitted including but not limited to a narrative of the progress, obstacles, alternative solutions and outcomes. The final quarter shall include a comprehensive final report on the outcomes.
4. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- iii. **Electronic Health Record (EHR)**: The implementation and expansion of the SmartCare EHR is an essential component of improving oversight with the implementation of payment reform. Furthermore, a standardized EHR will improve continuity of care, create transparency across the system, remove obstacles for

## Exhibit B-8

individuals accessing services and improve the overall outcomes for persons served. For Contractors who plan to opt in to use SmartCare or have previously opted into DBH's former EHR and intend to transition to SmartCare, user fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.

### 1. Option One: Current EHR Users

- a. Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.
- b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
- c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

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

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

## **Exhibit B-8**

provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

## Exhibit B-9

### Scope of Services

ORGANIZATION: Fresh Start Youth Care (Mollie's House)

ADDRESS: 2010 North Fine Ave, Suite 103A  
Fresno, Ca. 93727

TELEPHONE: 559-916-2813

CONTACT PERSON: Torella Minor

CONTRACT PERIOD: July 1, 2023 – June 30, 2024  
with one (1) optional twelve (12) month renewal

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#### SUMMARY OF SERVICES

Mollie's House, Inc. is a faith based non-profit organization that uses trauma informed therapy to provide assistance to sexually exploited female minors ages 12-17. Mollie's House provides holistic healing to the victims by using trauma informed therapy and holistic means including but not limited to extensive therapy, outdoor activities and providing a safe stable home life to sexually exploited minors.

Commercially and sexually exploited children (CSEC) are children of abuse and a life of struggle. Mollie's house has tasked itself with helping the young victims of this crime regain self-confidence and self-love. Mollie's House teaches young girls proper ways to interact on social media and rebuilds the foundation of a girl's life. Mollie's House's mission is to help young ladies rejoin society by dealing with the traumas of their past and reduce the rate of recidivism. Mollie's House provides many programs and life lessons to the young ladies victimized by predators. We provide therapeutic behavioral services, intensive care coordination, and intensive home based services.

#### TARGET POPULATION

- Commercially Sexually Exploited Female Children (CSEC) 12 to 17
- CSEC Non-Minor (Female) Dependents 18 to 21 may remain in placement up to twelve months (i.e First year of college, one year of work or combination of the two).

#### REFERRALS

Fresno County youth shall retain priority placement within the STRTP. County-of-origin of placed youth will be monitored and, if the STRTP is found to have a low percentage of Fresno County placements overall, a meeting with County and the STRTP shall convene to discuss potential remedies and/or penalties.

## Exhibit B-9

### SERVICE LOCATION

(This location is to remain undisclosed due to the safety risks of the children)

Mollie's House

Phone (559) 570-8638

### CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

Mollie's House shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the child or non-minor dependent in its care. All specialty mental health services shall meet Medi-Cal standards. These services shall include all of the following:

- a. Mental Health Assessment:
  - i. A mental health assessment shall be completed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a child's admission.
  - ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.
  - iii. Mollie's House will meet the CANS requirement by administering at intake, every six months and at discharge.
- b. Client Plan:
  - i. Each child admitted to the Mollie's House shall have a Client Plan reviewed and signed by an LMHP or the Head of Service (HOS) or any other related discipline designated by the HOS within ten (10) calendar days of admission.
  - ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
  - iii. Client Plan of each child or non-minor dependent shall include
    1. anticipated length of stay;
    2. specific behavioral goals;
    3. specific mental health treatment services;
    4. one or more transition goals that support the rapid and successful transition of the youth back into the community;
    5. the youth's participation and agreement; and
    6. evidence of review by a member of the Mollie's House mental health program staff.
- c. Collaborating with the Child and Family Team (CFT), consistent with the case plan.
- d. Specialty Mental Health Treatment Services: Contractor shall make available for each child structured specialty mental health treatment services during the day

## Exhibit B-9

and evening, seven (7) days per week, according to the child's needs as indicated on the child's Client Plan. A clinician will provide specialty mental health services three days a week, at minimum, and based on the need of the persons served. The Head of Service will provide case management services, as needed in support of the persons served and clinician. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:

- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.
- ii. Medication Support Services – Mollie's House will refer persons served to the Department of Behavioral Health for medication support services, which includes one or more of the following: prescribing, administering, dispensing and monitoring drug interactions and contraindications of psychiatric medications or biologicals that are necessary to alleviate the suffering and symptoms of mental illness. Mollie's House will ensure the following:
  - a) A prescribing physician shall examine each child prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the child's health condition. This examination shall be noted in the youth's record.
  - b) The prescribing physician shall sign a written medication review for each child prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the youth's record.
  - c) A psychiatrist shall review the course of treatment for all children who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress note signed by the psychiatrist at the time the review is completed.
  - d) Psychotropic medications for a child placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.

## Exhibit B-9

- e) Mollie's House providing care supervision to children diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.
- iii. Crisis Intervention – an emergency response service enabling a persons served to cope with a crisis; requires a more timely response than a regularly scheduled visit.
- iv. Therapy – a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. May be delivered to an individual or group and may include family therapy if the persons served is present.
- v. Targeted Case Management – services that assist a persons served in accessing needed medical, education, social, prevocational, vocational, rehabilitative, or other community services.
- vi. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.”
- e. A licensed mental health professional shall perform a clinical review every ninety (90) days of the child's status and progress in treatment to determine whether the child should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the youth's record.
- f. Ensuring continuity of care, services, and treatment as a child moves from her placement at Mollie's House to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the child's case plan or treatment plan.
- g. Documenting the child's ability to access mental health services identified in the Client Plan, or efforts made by Mollie's House to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.

## Exhibit B-9

- i. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the youth's record.
  - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the direct service program staff member(s) who provided the service.
  - iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.
- h. The youth's must include:
- i. Mental health assessment;
  - ii. Admission statement, signed by the HOS within five (5) days of child's arrival;
  - iii. Client Plan;
  - iv. Mollie's House mental health program progress notes;
  - v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan.
- i. Contractor shall ensure that American Indian children receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

### STAFFING

- A. All licensed, waived, and registered mental health professionals providing services in Contractor shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. Contractor shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
  - a) Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2

## Exhibit B-9

- b) Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
  - c) Registered Nurses
  - d) Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
  - e) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, a Contractor shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. Contractor shall have access to a psychiatrist twenty-four (24) hours per day. Referrals will be made to Department of Behavioral Health. During outside of business hours referrals will be made to an on-call psychiatrist or other 24 hour crisis agency, such as an emergency room.

### PERFORMANCE MEASURES/PROGRAM OUTCOMES

Contractor shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. Contractor utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the County annually in accumulative reports for overall program and contract evaluation.

Contractor will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of persons served to receive the right service at the right time.
- a) 90% of youth will receive a psychiatric assessment 72 hour from the date of referral.
  - b) 90%of youth will have a completed psychosocial assessment within 7 days from the date of persons served entry into the program
  - c) 90% of youth will receive their first treatment service 72 hours after completion of their assessment
  - d) 90% of youth will receive a follow-up visit with Psychiatrist 30 days after their first session

## Exhibit B-9

- B. Effectiveness: Objective results achieved through services.
  - a) 90% of youth will experience effectiveness of their treatment interventions, as demonstrated their CANS scores and transitioning to a lower level of care.
  - b) 100% of persons served will be successfully linked to a lower level of care
  
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
  - a) Length of persons served stay in program 6 to 18 months predicated upon medical necessity.
  - b) Number of units of service per persons served
  - c) Cost per persons served:
  
- D. Satisfaction and Compliance: The degree to which persons served, County, and other stakeholders are satisfied with the services.
  - a) 100% of persons served, family members, other health care providers, and other stakeholders will be satisfied with services provided by Mollie's House, as documented by Pre-, Post- and Aftercare Surveys.
  
- E. Tracking:
  - a) Mollie's House will track both the days of service as well as successful completions and/or discharges. Mollie's House will also evaluate the effectiveness of all clinical interventions with CSEC Girls.

Mollie's House understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. Mollie's House will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics of persons served, will be maintained.

### TRANSITION OPTIMIZATION FUNDS

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

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

## Exhibit B-9

### a. **Funding Allocation Methodology**

- i. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.
- ii. Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.
- iii. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- iv. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

### b. **Responsibilities**

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

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

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

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

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

## Exhibit B-9

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

1. Q1 Reports: July-Sept:
  - a. Letter of Intent: Due July 31, 2023
  - b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic Health Record Implementation Plans (if applicable): Due September 30, 2023
  - c. Fiscal Monitoring Tool Identified Practices and Strategies (if applicable): Due September 30, 2023
2. Q2 Report: Oct-Dec: Due January 15, 2024
3. Q3 Report: Jan-Mar: Due April 15, 2024
4. Q4 Report: Apr-June: Due July 15, 2024

iv. All deliverables will be reviewed and approved by DBH prior to payment.

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

- i. **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate fiscal health of the organization. Tools shall, at a minimum, monitor costs, productivity targets and identify one or more practice pattern(s) the organization is employing to increase direct care time to the Medi-Cal population.
  1. **Fiscal Monitoring Tools and Implementation Plan:** Contractor shall develop fiscal monitoring tools that will be used monthly to ensure their organizational fiscal health and implementation plan. Fiscal monitoring tools drafts and implementation plan shall be submitted to DBH by September 30, 2023.
    - a. **Identified Practice:** Identify at least one process improvement that shall be modified by September 30, 2023.
    - b. **Quarterly Progress Reports:** Quarterly progress reports shall be submitted including but not limited to a narrative of progress, obstacles, alternative solutions and outcomes.
    - c. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

## Exhibit B-9

- ii. **Equity Gap Analysis:** Contractor shall produce a report identifying the race/ethnicity of population served in fiscal year 2022-23 compared to the County's population as provided by the County. Contractor shall identify key disparities in both persons served and amount of services and frequency of transitions to other levels of care received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.
  1. Report on Underserved Population: Contractor shall submit an Equity Gap Report to the Department containing including, but not limited to, the following:
    - a. Identify if it serves specific population within its program(s) and identify whom the program(s) currently served based on data.
    - b. Staffing/workforce information and demographics. Report the staffing/workforce supporting the different programs and populations served by the provider in Fresno County. This data is to evaluate how the staffing reflects the populations it is serving.
    - c. Comparison of the county penetration rates to the demographics of persons served by the Contractor and program(s) under agreement with DBH.
    - d. Data on retention of persons served by demographics. Total persons served and the average length of stay by demographics of the persons served in programs.
      - i. Which populations are remaining in the programs by demographics, which ones are having the shortest stays.
      - ii. How long is the average length of stay by the demographics.
    - e. Identify what data points the Contractor is missing at this time that challenges its ability to thoroughly assess its equity gap analysis. Examples: Data is not collected, Data that is missing or under reported, data not captured in its processes, etc.
  2. Equity Improvement Implementation Plan: Contractor shall submit an Equity Improvement Implementation Plan related to improving health equity by September 30, 2023. The plan shall include the following items at a minimum:
    - a. Contractor shall select three strategies from below:
      - i. Plan shall include specific efforts including, but not limited to, the following and timelines to increase access to underserved groups.

## Exhibit B-9

1. Outreach/Engagement with underserved communities
  2. Active attendance/participation in DBH's Diversity Equity and Inclusion (DEI) workgroup
  3. Plan for retention of persons served in programs who are underrepresented
  4. Improvement of demographic data collection including Sexual Orientation Gender Identity (SOGI)/LGBTQ data.
- ii. Plan shall address workforce capacity to render services to more underserved populations, through:
1. Development of bilingual personnel
  2. Recruitment plan for more diverse workforce to reflect populations served.
  3. Training for workforce to increase capacity to be culturally responsive
  4. Development workforce pool for the future that can be bilingual and bicultural
- b. Timeline for each effort shall be included in the plan.
- c. Contractor shall identify the measurement to be used to demonstrate successful implementation of plan. Measure may be identified by the Contractor to best support their plan and goals.
- d. Contractor shall develop and submit policies and procedures to formally support equity effort.
3. Quarterly Progress Reports: Use available data including but not limited to, External Quality Review Organization (EQRO) and EHR data to evaluate the strategies deployed. Quarterly progress reports shall be submitted including but not limited to a narrative of the progress, obstacles, alternative solutions and outcomes. The final quarter shall include a comprehensive final report on the outcomes.
4. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- iii. **Electronic Health Record (EHR)**: The implementation and expansion of the SmartCare EHR is an essential component of improving oversight with the implementation of payment reform. Furthermore, a standardized EHR will improve continuity of care, create transparency across the system, remove obstacles for individuals accessing services and improve the overall outcomes for persons served.

## Exhibit B-9

For Contractors who plan to opt in to use SmartCare or have previously opted into DBH's former EHR and intend to transition to SmartCare, user fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.

### 1. Option One: Current EHR Users

- a. Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.
- b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
- c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

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

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

## **Exhibit B-9**

provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

## Exhibit B-10

### Scope of Services

ORGANIZATION: Fresno Youth Care Homes, Inc.

ADDRESS: 1840 W. Shaw Avenue, Suite 100  
Fresno, Ca. 93711

TELEPHONE: (559) 840-1472

CONTACT PERSON: Gloreta Johnson  
Dezarae Johnson

CONTRACT PERIOD: July 1, 2023 – June 30, 2024  
with one (1) optional twelve (12) month renewal

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#### SUMMARY OF SERVICES

Fresno Youth Care Homes, Inc. (FYCH) is a non-profit corporation with twenty-one years of experience elevating the significance of building relationships and improving the mental health and quality of life for at-risk youth and non-minor dependents using culturally relevant, trauma-informed and age/developmentally appropriate methods. FYCH operates two (2) facilities which are licensed by the State of California as Short Term Residential Therapeutic Program (STRTP) here in Fresno County. Both facilities are also accredited by the Committee on Accreditation of Rehabilitation Facilities (CARF) The agency incorporates the CARF Child and Youth Services best practice standards in its leadership, services, and operations. The CARF standards enhance the competence and abilities of staff and leadership to provide quality care and treatment to each youth we serve.

The FYCH STRTP is a 24-hour, 7-day a week structured therapeutic home-like setting and will provide short-term, specialized, and intensive treatment to youth placed in our care.

FYCH Clinicians and Mental Health Rehabilitation Specialists will directly provide the following internal service array to support progress towards the Client Plan goals:

- Case Management
- Assessment
- Plan Development
- Collateral services with family members or significant others to support the youth
- Individual, Family, and/or Group Therapy
- Crisis intervention
- Rehabilitation (Individual and/or Group)
- Intensive Care Coordination (ICC)
- Intensive Home-Based Services (IHBS)

## Exhibit B-10

FYCH will not provide directly, but will make available and arrange for the following specialty mental health services, as determined by individual assessments of the youth's medical necessity, and needs:

- Therapeutic Behavioral Services (TBS)
- Medication evaluation and support/management services (provided through agreement with Fresno County Department of Behavioral Health)

FYCH works collaboratively with the youth and county placement agencies to identify and address each youth's needs and services. Every effort is made to build a bridge for each youth to transition to a successful life after discharge (i.e., reunification, relative placement, foster placement, adoption, AB12/transitional living, etc.).

### TARGET POPULATION

Fresno Youth Care Homes (FYCH) target population to be served at each facility is:

- Male assignment at birth or male transgender who identify as female.
- Ambulatory or youth with minor disabilities that do not require assistance to evacuate in an emergency
- Ages twelve (12) to 17 *and* non-minor dependents (NMDs) who turn 18 in our care until their 21<sup>st</sup> birthday.
- Child/Youth Welfare and Probation Youth and NMDs
- Youth with mild developmental deficits
- Youth with mild physical medical issues such as diabetes, asthma
- Youth with moderate to severe mental health deficits
- Youth that meet medical necessity and who have been assessed and/or diagnosed as seriously emotionally disturbed necessitates services to correct or ameliorate a mental illness and condition discovered by a screening conducted by a provider within the scope of their practice.

### REFERRALS

Fresno County youth shall retain priority placement within the STRTP. County-of-origin of placed youth will be monitored and, if the STRTP is found to have a low percentage of Fresno County placements overall, a meeting with County and the STRTP shall convene to discuss potential remedies and/or penalties.

### SERVICE LOCATIONS

Weldon House  
64 E. Weldon  
Fresno, CA 93704  
(559) 442-1947

Palo Alto House  
5271 W. Palo Alto  
Fresno, CA 93722  
(559) 276-2331

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

FYCH shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the youth or non-minor dependent in its care. All specialty mental health services shall meet Medi-Cal standards. These services shall include all of the following:

- A. Mental Health Assessment:
  - i. All youth admitted to the STRTP will have a mental health assessment. The mental health assessment will consist of a clinical analysis of the history and current status of a youth's mental, emotional, or behavioral disorder to include relevant cultural and social issues, history, and diagnosis
  - ii. A mental health assessment shall be completed by a licensed mental health professional (LMHP) or waived/registered professional within five (5) calendar days of a youth's admission. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.
  - iii. FYCH mental health clinician shall administer the CANS and PSC- 35 assessment tool to assist with assessment, planning and outcomes measurement for each youth. The instruments shall be administered as part of the initial assessment, every six (6) months, and upon discharge.
  
- B. Client Plan:
  - i. Each youth admitted to the STRTP shall have a Client Plan reviewed and signed by an LMHP, or the Head of Service (HOS) within ten (10) calendar days of admission.
  - ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
  - iii. Client Plan of each youth or non-minor dependent shall include
    - a) anticipated length of stay;
    - b) specific behavioral goals;
    - c) specific mental health treatment services;
    - d) one or more transition goals that support the rapid and successful transition of the youth back into the community;
    - e) the youth's participation and agreement; and
    - f) evidence of review by a member of the STRTP mental health program staff.
  
- C. Collaborating with the Child and Family Team (CFT), consistent with the

case plan.

D. Specialty Mental Health Treatment Services: FYCH shall make available for each youth structured specialty mental health treatment services in the day and evening, seven (7) days per week, according to the child's individual needs as indicated in the youth's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:

i. Individual/Family/Group Therapy:

All youth admitted to the STRTP will receive individual, family or group therapy and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency.

ii. Targeted Case Management:

Any service that assists the youth to access the needed social, vocational, medical, social, transitional, educational, rehabilitative or other community services. Services may include, but are not limited to, communication, coordination, and referral to available community resources. Targeted case management is ongoing throughout the youth stay in the program and provided by case managers.

iii. Crisis Intervention Services:

Crisis intervention services that require an emergency response (not a routine appointment), as incidents occur, that enables a youth to cope with a crisis. Immediate interventions are intended to stabilize, support, improve or maintain the youth's mental health status.

iv. Medication Support:

FYCH will arrange for each youth to receive medication support services through referral to an authorized Fresno County Department of Behavioral Health (DBH) provider who shall provide the services listed below. FYCH will track and monitor that the following takes place and is adhered to:

- a) A prescribing physician shall examine each youth prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the youth's health

condition. This examination shall be noted in the youth's record.

- b) The prescribing physician shall sign a written medication review for each youth prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the youth's record.
  - c) A psychiatrist shall review the course of treatment for all youth who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress note signed by the psychiatrist at the time the review is completed.
  - d) Psychotropic medications for a youth placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.
  - e) STRTPs providing care supervision to youth diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.
- v. Collateral:  
Collateral consists of a service activity to a significant support person in a youth's life with the intent of improving or maintaining the mental health status of the beneficiary. Collateral services include, but are not limited to, helping significant support persons to understand and accept the youth's condition and involving them in service planning and implementation of the Client Plan. Family counseling and therapy, which is provided on behalf of the youth, may be considered collateral.
- vi. Rehabilitation:  
Rehabilitation Service is an activity that seeks to improve, maintain, or restore a youth's functional daily living, social, grooming, leisure, personal hygiene, while also providing access to support resources and medication education.

- vii. Intensive Care Coordination (ICC):  
ICC services consist of participation in the Child Family Team (CFT) meetings to ensure care coordination of specialty mental health treatment services for the youth. This includes comprehensive assessment and periodic reassessment, development and revisions of the plan, referral, monitoring and follow up activities and transition. While the CFT process is an essential piece of ICC, this element of a case plan is case management that facilitates, coordinates, and monitors for the full scope of Medi-Cal services, which meet medical necessity criteria.
  
  - viii. Intensive Home-Based Services (IHBS):  
IHBS services are individualized mental health collaborative services provided through strength-based interventions. These interventions are designed to ameliorate mental health conditions that serve as a barrier to healthy functioning, skill building, family support, and successful transition to adulthood and independent living. IHBS interventions and supports include functional skill building and replacement, improving self-management, behavioral planning, caretaker and family education, social resourcing and support in achieving educational and independent living objectives. These services will be delivered in the home, at school or throughout the community as necessary to meeting the needs of the youth.
- E. A licensed mental health professional shall perform a clinical review every ninety (90) days of the youth's status and progress in treatment to determine whether the youth should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the youth's record.
  
  - F. Ensuring continuity of care, services, and treatment as a youth move from his or her STRTP placement to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the youth's case plan or Client Plan.
  
  - G. Documenting the youth's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
    - i. Progress notes shall be written to document a youth's participation and responses to mental health treatment services. The progress

notes shall meet Medi-Cal requirements of documentation and shall be maintained in the youth's record.

- ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the direct service program staff member(s) who provided the service. All mental health progress notes shall be completed, signed and dated (or electronic equivalent) within seventy-two (72) hours of the service provided.
- iii. The STRTP shall ensure that documentation and recordkeeping requirements are met.

- H. The youth's record must include:
  - i. Mental health assessment;
  - ii. Admission statement, signed by the HOS within five (5) days of child's arrival;
  - iii. Client Plan;
  - iv. STRTP mental health program progress notes;
  - v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan.
- I. The STRTP shall ensure that American Indian children receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

#### STAFFING

- A. All licensed, waived, and registered mental health professional providing services at FYCH shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. FYCH shall have at least one (1) full-time equivalent direct service program staff

from the following list employed for each six (6) youth admitted to the program:

- a) Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
  - b) Licensed Marriage, Family, and Child Counselors or registered professionals pursuant to WIC Code 5751.2
  - c) Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
  - d) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, FYCH shall have one (1) half- time equivalent LMHP or waived/registered professional employed for each six (6) youth admitted to the program. A licensed mental health professional or waived/registered professional who is employed to meet this requirement may also be the HOS, if employed at least forty (40) hours per week.
- E. FYCH STRTP shall arrange for access to the Fresno County authorized psychiatrist twenty-four (24) hours per day.

#### PERFORMANCE MEASURES/PROGRAM OUTCOMES

FYCH shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. FYCH utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the County annually in accumulative reports for overall program and contract evaluation.

Individual Service Program (ISP) data is collected and provided through reports via web-based documentation and reporting platform, Therap. FYCH also collects feedback from stakeholders, youth, employees as well as youth family members, when possible. This data is also transferred to walker grids and excel spreadsheets that are analyzed and shared amongst staff as well.

FYCH will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of persons served to receive the right service at the right time.
- a) Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit

- i. 100% of Persons Served will receive a mental health assessment within five (5) calendar days of placement in the STRTP, unless a valid assessment was conducted within 60 days prior to STRTP placement.
- ii. 100% of Persons Served whose assessment necessitates the need for specialty mental health services will complete a plan for mental health treatment within ten (10) calendar days of placement in the STRTP.
- iii. 100% of Persons Served with a mental health Client Plan will access services as directed by the Client Plan.

**B. Effectiveness:** Objective results achieved through services.

- a) Effectiveness of treatment interventions
  - i. 75% of Persons Served will demonstrate progress toward achieving plan goals as determined during formal clinical review sessions.
- b) Effectiveness of discharge planning (e.g., percentage of youth successfully linked to lower levels of care)
  - i. 75% of Persons Served will complete the STRTP within the targeted time specified in the Client Plan.
  - ii. 100% of Persons Served will complete a discharge plan as part of the Client Plan.
  - iii. 75% of Persons Served who have achieved their Client Plan goals will transition to a lower level of care.

**C. Efficiency:** Demonstration of the relationship between results and the resources used to achieve them.

- a) Length of youth stay in program
  - i. 75% of Persons Served will complete the STRTP within the targeted time specified in the Client Plan.
- b) Number of units of service per youth
  - i. 75% of Persons Served will utilize at least 80% of services prescribed in their Client Plan as measured by units of service (UOS) utilization in 90-day increments.
- c) Cost per Persons Served
  - i. FYCH will monitor cost per Persons Served as measured by reconciling monthly service invoices with Fresno County DBH and estimated UOS

**D. Satisfaction and Compliance:** The degree to which Persons Served, County, and other stakeholders are satisfied with the services.

- a) Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions

- i. FYCH will implement a compliance protocol for its mental health staff and will utilize reporting methods to monitor compliance.
  - ii. Youth's files will be reviewed for compliance with service delivery and record keeping practices at least quarterly.
  - iii. The leadership will conduct a formal evaluation of youth and operational performance at least quarterly.
  - iv. A Quality Improvement Plan (QIP) is completed addressing the results of the evaluation at least annually.
  - v. Corrective action plans are completed timely and issued to regulatory agencies within specified time periods.
- b) Surveys of persons serviced, family members, other health care providers, and other stakeholders
- i. 80% of Persons Served will complete a satisfaction survey every quarter.
  - ii. 75% of Persons Served who complete a satisfaction survey, will express satisfaction that the STRTP Mental Health Program met their treatment needs.
  - iii. 75% of family members, other health care providers, and other stakeholders will express satisfaction in the STRTP as evidenced by satisfaction surveys.

FYCH understands that the County may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. FYCH will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

TRANSITION OPTIMIZATION FUNDS

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

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

a. **Funding Allocation Methodology**

- i. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.

- ii. Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.
- iii. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- iv. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

b. **Responsibilities**

i. **Letter of Intent**

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

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

ii. **Quarterly Reports**

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

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

- 1. Q1 Reports: July-Sept:
  - a. Letter of Intent: Due July 31, 2023
  - b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic Health Record Implementation Plans (if applicable): Due September 30, 2023
  - c. Fiscal Monitoring Tool Identified Practices and Strategies (if applicable): Due September 30, 2023
- 2. Q2 Report: Oct-Dec: Due January 15, 2024
- 3. Q3 Report: Jan-Mar: Due April 15, 2024
- 4. Q4 Report: Apr-June: Due July 15, 2024

iv. All deliverables will be reviewed and approved by DBH prior to payment.

c. **Eligible Transition Optimization Activities**

i. **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate fiscal health of the organization. Tools shall, at a minimum, monitor costs, productivity targets and identify one or more practice pattern(s) the organization is employing to increase direct care time to the Medi-Cal population.

1. **Fiscal Monitoring Tools and Implementation Plan:** Contractor shall develop fiscal monitoring tools that will be used monthly to ensure their organizational fiscal health and implementation plan. Fiscal monitoring tools drafts and implementation plan shall be submitted to DBH by September 30, 2023.

a. **Identified Practice:** Identify at least one process improvement that shall be modified by September 30, 2023.

b. **Quarterly Progress Reports:** Quarterly progress reports shall be submitted including but not limited to a narrative of progress, obstacles, alternative solutions and outcomes.

c. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

ii. **Equity Gap Analysis:** Contractor shall produce a report identifying the race/ethnicity of population served in fiscal year 2022-23 compared to the County's population as provided by the County. Contractor shall identify key disparities in both persons served and amount of services and frequency of transitions to other levels of care received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.

1. **Report on Underserved Population:** Contractor shall submit an Equity Gap Report to the Department containing including, but not limited to, the following:

a. Identify if it serves specific population within its program(s) and identify whom the program(s) currently served based on data.

b. Staffing/workforce information and demographics. Report the staffing/workforce supporting the different programs and populations served by the provider in Fresno County. This data is to evaluate how the staffing reflects the populations it is serving.

c. Comparison of the county penetration rates to the demographics of persons served by the Contractor and program(s) under agreement with DBH.

d. Data on retention of persons served by demographics. Total persons served and the average length of stay by demographics of the persons served in programs.

- i. Which populations are remaining in the programs by demographics, which ones are having the shortest stays.
    - ii. How long is the average length of stay by the demographics.
  - e. Identify what data points the Contractor is missing at this time that challenges its ability to thoroughly assess its equity gap analysis. Examples: Data is not collected, Data that is missing or under reported, data not captured in its processes, etc.
- 2. Equity Improvement Implementation Plan: Contractor shall submit an Equity Improvement Implementation Plan related to improving health equity by September 30, 2023. The plan shall include the following items at a minimum:
  - a. Contractor shall select three strategies from below:
    - i. Plan shall include specific efforts including, but not limited to, the following and timelines to increase access to underserved groups.
      - 1. Outreach/Engagement with underserved communities
      - 2. Active attendance/participation in DBH's Diversity Equity and Inclusion (DEI) workgroup
      - 3. Plan for retention of persons served in programs who are underrepresented
      - 4. Improvement of demographic data collection including Sexual Orientation Gender Identity (SOGI)/LGBTQ data.
    - ii. Plan shall address workforce capacity to render services to more underserved populations, through:
      - 1. Development of bilingual personnel
      - 2. Recruitment plan for more diverse workforce to reflect populations served.
      - 3. Training for workforce to increase capacity to be culturally responsive
      - 4. Development workforce pool for the future that can be bilingual and bicultural
  - b. Timeline for each effort shall be included in the plan.
  - c. Contractor shall identify the measurement to be used to demonstrate successful implementation of plan. Measure may be identified by the Contractor to best support their plan and goals.
  - d. Contractor shall develop and submit policies and procedures to formally support equity effort.
- 3. Quarterly Progress Reports: Use available data including but not limited to, External Quality Review Organization (EQRO) and EHR data to evaluate the strategies deployed. Quarterly progress reports shall be submitted including but not limited to a narrative of the progress, obstacles, alternative solutions and outcomes. The final quarter shall include a comprehensive final report on the outcomes.

4. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

iii. **Electronic Health Record (EHR):** The implementation and expansion of the SmartCare EHR is an essential component of improving oversight with the implementation of payment reform. Furthermore, a standardized EHR will improve continuity of care, create transparency across the system, remove obstacles for individuals accessing services and improve the overall outcomes for persons served. For Contractors who plan to opt in to use SmartCare or have previously opted into DBH's former EHR and intend to transition to SmartCare, user fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.

1. Option One: Current EHR Users

- a. Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.
- b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
- c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

2. Option Two: Non-EHR Users

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

mental health and Drug Medi-Cal programming to the County's EHR and shall be required to use the County's EHR for future eligibility agreements with DBH. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

# Exhibit C

## BEHAVIORAL HEALTH REQUIREMENTS

### 1. CONTROL REQUIREMENTS

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

### 2. PROFESSIONAL LICENSURE

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

### 3. CONFIDENTIALITY

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

### 4. NON-DISCRIMINATION

#### A. Eligibility for Services

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

#### B. Employment Opportunity

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

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

### 5. PATIENTS' RIGHTS

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

### STATE CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

### Federal database checks.

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

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

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

#### 1. SERVICES AND ACCESS PROVISIONS

##### a. CERTIFICATION OF ELIGIBILITY

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

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

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

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

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

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Medicare & Medicaid Services (CMS) approved ICD diagnosis code

### d. MEDICAL NECESSITY

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

### e. COORDINATION OF CARE

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

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

## Exhibit C

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

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

### a. SERVICE AUTHORIZATION

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

### b. DOCUMENTATION REQUIREMENTS

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

## Exhibit C

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

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

### c. ASSESSMENT

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

### d. ICD-10

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

### e. PROBLEM LIST

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

## Exhibit C

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

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

## Exhibit C

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

### i. TELEHEALTH

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

## 3. CLIENT PROTECTIONS

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

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

## Exhibit C

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

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

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

## Exhibit C

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

### b. TIMELY ACCESS

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

## Exhibit C

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

## Exhibit C

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

### 5. DATA, PRIVACY AND SECURITY REQUIREMENTS

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

### 6. PROGRAM INTEGRITY

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

## Exhibit C

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

Exhibit D

# Fresno County Department of Behavioral Health Guiding Principles of Care Delivery

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**DBH VISION:**

Health and well-being for our community.

**DBH MISSION:**

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

**DBH GOALS:**

Quadruple Aim

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

**GUIDING PRINCIPLES OF CARE DELIVERY:**

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

1. Principle One - Timely Access & Integrated Services

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

Exhibit D

## **Fresno County Department of Behavioral Health Guiding Principles of Care Delivery**

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2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Exhibit D

## **Fresno County Department of Behavioral Health Guiding Principles of Care Delivery**

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6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

## Exhibit D

# Fresno County Department of Behavioral Health Guiding Principles of Care Delivery

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

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

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

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

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

# Exhibit E

## DOCUMENTATION STANDARDS FOR PERSON SERVED RECORDS

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

### A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

### B. Problem list

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

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

## Exhibit E

### C. Treatment and Care Plan Requirements

#### 1. Targeted Case Management

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

#### 2. Services requiring Treatments Plans

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

## Exhibit E

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

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

### D. Progress Notes

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

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

### 2. Timeliness/Frequency of Progress Notes

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

## Exhibit F



# Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

**Section:** Mental Health

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

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

**Policy Title:** Performance Outcome Measures

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

### **POLICY:**

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

### **PURPOSE:**

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

### **REFERENCE:**

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

DHCS Service, Administrative and Operational Requirements

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

Commission on Accreditation of Rehabilitation Facilities (CARF)

### **DEFINITIONS:**

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

#### **MISSION STATEMENT**

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

Template Review Date 3/28/16

## Exhibit F

# Department of Behavioral Health Policy and Procedure Guide



Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

### Policy Title: Performance Outcome Measures

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

### **PROCEDURE:**

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

## Exhibit F

# Department of Behavioral Health Policy and Procedure Guide



Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

### Policy Title: Performance Outcome Measures

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

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

| <b>Clinic/Site Based<br/>(less than 50% of services are provided in the field)</b> |                                   |
|--|-----------------------------------|
| <b>Provider Type</b>   | <b>Provider Rate<br/>Per Hour</b> |
| Psychiatrist/ Contracted Psychiatrist  | \$912.79                          |
| Physicians Assistant   | \$409.38                          |
| Nurse Practitioner   | \$453.91                          |
| RN   | \$370.76                          |
| Certified Nurse Specialist   | \$453.91                          |
| LVN  | \$194.77                          |
| Pharmacist   | \$436.93                          |
| Licensed Psychiatric Technician  | \$166.97                          |
| Psychologist/Pre-licensed Psychologist   | \$367.09                          |
| LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)                      | \$237.56                          |
| Occupational Therapist   | \$316.22                          |
| Mental Health Rehab Specialist   | \$178.73                          |
| Peer Recovery Specialist   | \$187.66                          |
| Other Qualified Providers - Other Designated MH staff that bill medical            | \$178.73                          |

# Exhibit H

## Insurance Requirements

### 1. Required Policies

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

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

## Exhibit H

**Definition of Cyber Risks.** “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Article 19 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

## Exhibit H

The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

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

## Exhibit H

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

# Exhibit I

## FRESNO COUNTY MENTAL HEALTH PLAN

### **Grievances**

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

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

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

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

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

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

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

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

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

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

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

## Exhibit I

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

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

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

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

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

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

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

## Exhibit J

### INCIDENT REPORTING

#### PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

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

## Exhibit J



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

## INCIDENT REVIEWER ROLE – User Guide

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

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

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

As an Incident Reviewer, the responsibility is to:

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

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

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

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

# Exhibit J

## Incident Report

Please complete this form

### Client Information

Name of Facility\*

Select option

Name of Reporting Party\*

Enter text

Facility Address\*

Enter text

Facility Phone Number\*

Enter text

Mental Health or Substance Use Disorder Program?\*

Select option

Client First Name\*

Enter text

Client Last Name\*

Enter text

Enter text

Client Date of Birth

mm/dd/yyyy

Client Address

Enter text

Client ID

Enter text

Gender\*

Select option

County of Origin\*

Select option

### Summary

Subject ⓘ

Enter text

Incident (check all that apply)\*

Select option(s)

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

Enter text

Description of the incident\*

Enter text

# Exhibit J

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

Enter text

---

Incident (check all that apply)\*

Medical Emergency ✕ | Death of Client ✕ |

- Homicide/Homicide Attempt
- AWOL/Elopement from locked facility
- Violence/Abuse/Assault (toward others, client and/or property)
- Attempted Suicide (resulting in serious injury)
- Injury (self-inflicted or by accident)
- Medication Error

mm/dd/yyyy

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

---

Date of Incident\*

mm/dd/yyyy

---

Time of Incident\*

Enter text

---

Location of Incident\*

Enter text

---

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

Enter text

---

Did the Injured Party seek Medical Attention?

Select option

---

Attach any additional details

[Add File](#) or Drop File Here

---

Reported By Name\*

Enter text

---

Reported By Email\*

Enter text

---

Reported On

10/30/2019

---

## Exhibit J

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

Reported By Name\*

Enter text

Reported By Email\*

Enter text

Reported On

10/30/2019

Follow Up

Action Taken (check all that apply)\*

Select option(s)

Please specify if other

Enter text

Description of Action Taken\*

Enter text

Outcome\*

Enter text

SUBMIT

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

Follow Up

Action Taken (check all that apply)\*

Law Enforcement Contacted x Called 911/EMS x

Consulted with Physician

First Aid/CPR Administered

Client removed from building

Parent/Legal Guardian Contacted

Other

When done entering all the information, simply click submit.

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

Outcome\*

Enter text

SUBMIT

## Exhibit J

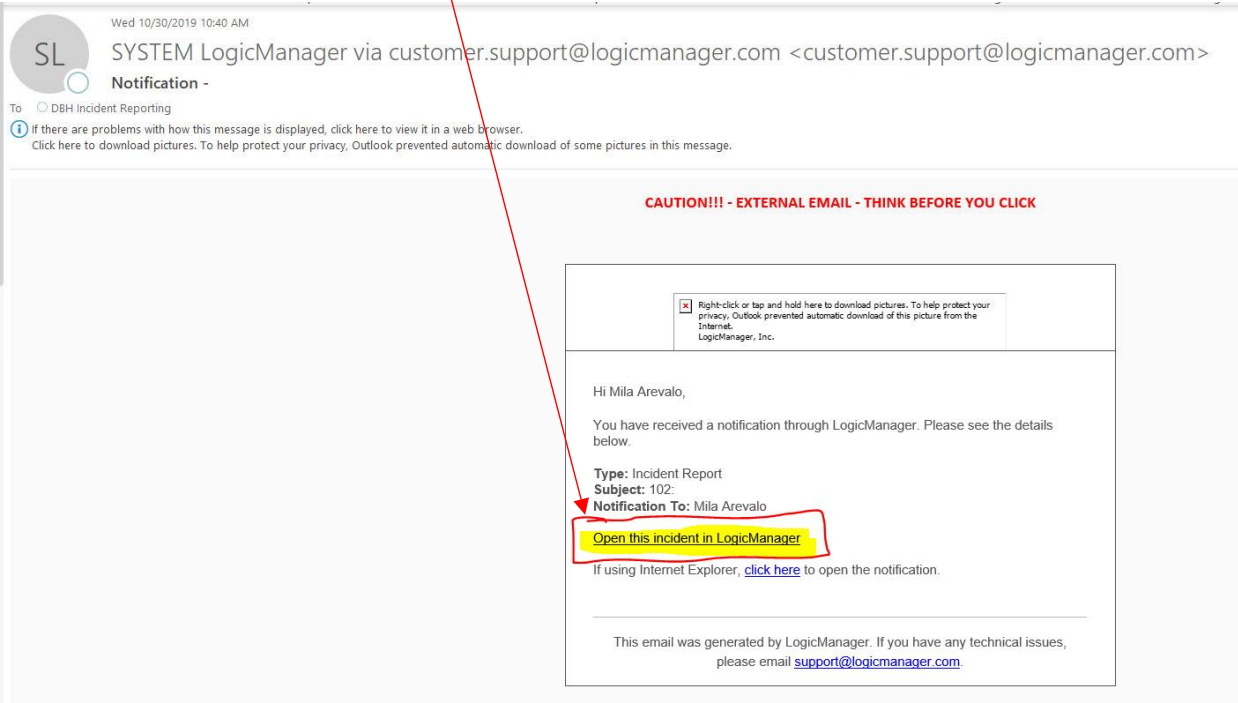
A “Thank you for your submission” statement will pop up if an incident is successfully submitted. Click “Reload the Form” to submit another incident.

 LogicManager

Thank you for your submission!

[RELOAD THE FORM](#)

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



Wed 10/30/2019 10:40 AM


SL SYSTEM LogicManager via customer.support@logicmanager.com <customer.support@logicmanager.com>

Notification -

To: DBH Incident Reporting

If there are problems with how this message is displayed, click here to view it in a web browser.  
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

**CAUTION!!! - EXTERNAL EMAIL - THINK BEFORE YOU CLICK**



Hi Mila Arevalo,

You have received a notification through LogicManager. Please see the details below.

**Type:** Incident Report  
**Subject:** 102:  
**Notification To:** Mila Arevalo

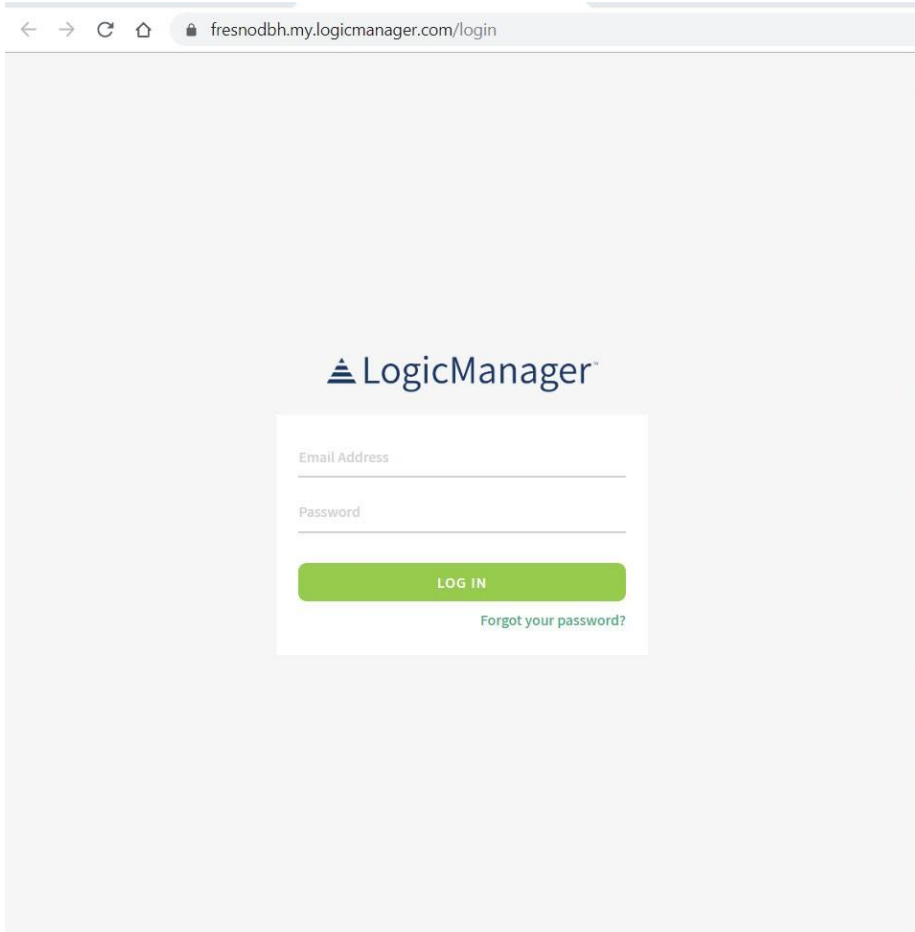
[Open this incident in LogicManager](#)

If using Internet Explorer, [click here](#) to open the notification.

This email was generated by LogicManager. If you have any technical issues, please email [support@logicmanager.com](mailto:support@logicmanager.com).

## Exhibit J

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



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

**LogicManager**

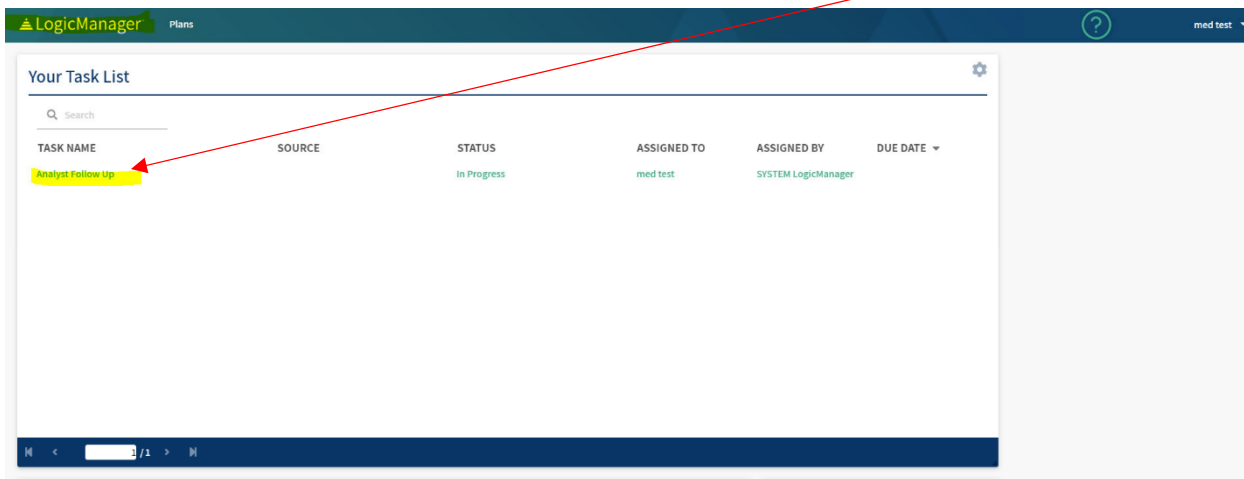
Email Address

Password

**LOG IN**

[Forgot your password?](#)

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



**LogicManager** Plans ? med test

### Your Task List

🔍 Search

| TASK NAME                | SOURCE | STATUS      | ASSIGNED TO | ASSIGNED BY         | DUE DATE |
|--------------------------|--------|-------------|-------------|---------------------|----------|
| <b>Analyst Follow Up</b> |        | In Progress | med test    | SYSTEM LogicManager |          |

🏠 < 1 > 🏠

## Exhibit J

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

The screenshot shows the 'Analyst Follow Up' form with the 'Client Information' tab selected. The form contains the following fields:

- Name of Facility\* (AA TEST FACILITY AA)
- Name of Reporting Party\*
- Facility Address\*
- Facility Phone Number\*
- Mental Health or Substance Use Disorder Program? (Mental Health)
- Client First Name\*
- Client Last Name\*
- Client Middle Initial\*

At the bottom, there are navigation buttons (left arrow, 2, right arrow) and action buttons (CANCEL, SAVE, SUBMIT). A red arrow points to the 'Client Information' tab in the top navigation bar.

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

The screenshot shows the 'Analyst Follow Up' form with the 'Summary' tab selected. The form contains the following fields:

- Subject (Enter text)
- Incident (check all that apply) (Death of Client)
- If Other- specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community): (Enter text)
- Description of the Incident\* (Rich text editor with a yellow highlight)
- Date of Incident\* (10/30/2019)
- Time of Incident\* (f)
- Location of Incident\* (f)

At the bottom, there are navigation buttons (left arrow, 3, right arrow) and action buttons (CANCEL, SAVE, SUBMIT). A red arrow points to the 'Summary' tab in the top navigation bar.

# Exhibit J

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

Analyst Follow Up

Task Details Client Information Summary Follow Up Documents

Action Taken (check all that apply)\*  
Law Enforcement Contacted

Please specify if other  
Enter text

Description of Action Taken\*  
f

Outcome\*  
f  
added information  
cause of death - cancer per coroner 10-31-14

Task ID: 313 Source: 103: null

« < 4 > »

CANCEL SAVE SUBMIT

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

Analyst Follow Up

Task Details Client Information Summary Follow Up Documents

Search Add Document

| Name | Type | Source | Upload Date | Uploaded By |
|------|------|--------|-------------|-------------|
|------|------|--------|-------------|-------------|

No documents yet.  
Drop files here or click on the Add Document dropdown.

Task ID: 313 Source: 103: null

« < 5 > »

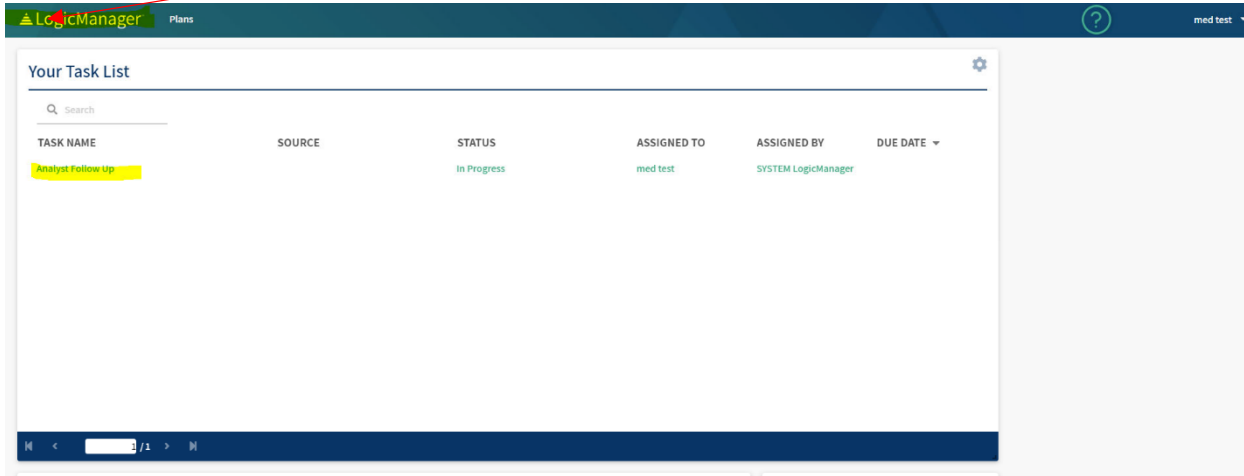
CANCEL SAVE SUBMIT

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

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

# Exhibit J

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



## Exhibit K

### FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM

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

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

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

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

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

## Exhibit K

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

# Exhibit K

## Fresno County Mental Health Compliance Program

### Contractor Acknowledgment and Agreement

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

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

---

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#### For Individual Providers

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

Discipline:  Psychiatrist  Psychologist  LCSW  LMFT

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

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#### For Group or Organizational Providers

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

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

Discipline:  Psychiatrist  Psychologist  LCSW  LMFT

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

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

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

## Exhibit L

### COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

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

#### Medi-Cal Organizational Provider Standards

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

## Exhibit L

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

# Exhibit M

## Data Security

### 1. Definitions

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

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

## Exhibit M

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

### 2. Standard of Care

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

## Exhibit M

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

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

### 3. Information Security

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

## Exhibit M

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

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

## Exhibit M

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

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

#### 4. Security Breach Procedures

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

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

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

## Exhibit M

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

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

### 5. Oversight of Security Compliance

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

## Exhibit M

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

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

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

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

## Exhibit M

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

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

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

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

# Exhibit N

## Self-Dealing Transaction Disclosure Form

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

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

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

### Instructions

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

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

## Exhibit N

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

# Exhibit O

## 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<br>(        ) |       |          |

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

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

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

| NAME | ADDRESS | EIN |
|------|---------|-----|
|      |         |     |
|      |         |     |
|      |         |     |

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

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

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

| NAME | ADDRESS | PROVIDER NUMBER |
|------|---------|-----------------|
|      |         |                 |
|      |         |                 |
|      |         |                 |

## Exhibit O

**YES    NO**

- 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

## Exhibit P

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

#### INSTRUCTIONS FOR CERTIFICATION

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

#### CERTIFICATION

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

## Exhibit P

- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

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

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

## Principal Standard:

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

## Governance, Leadership, and Workforce:

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

## Communication and Language Assistance:

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

## Engagement, Continuous Improvement, and Accountability:

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



# The Case for the National CLAS Standards

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

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

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

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

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

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

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

— Dr. Martin Luther King, Jr.

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