

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between Central Star Behavioral Health, Inc., a for-profit corporation (“Contractor”), whose address is 1501 Hughes Way, Suite 150, Long Beach, CA 90810 and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. County, through its Department of Behavioral Health (DBH), is in need of a qualified agency to operate its sixteen (16) bed crisis residential treatment (CRT) facility to provide psychiatric services to adults who may be admitted on a voluntary basis and may include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and indigent/uninsured persons served who are referred by DBH, DBH contract providers, Institutes of Mental Disease (IMD’s), emergency psychiatric services, hospital emergency departments, and other County departments and other agencies.

B. County entered into Agreement No.17-580 with Contractor, effective November 14, 2017, Amendment I to said Agreement No. 17-580-1, effective date April 28, 2020, and Amendment II to said Agreement No. 22-540, effective November 29, 2022, collectively referred to as Agreement No. 22-540.

C. 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;

D. This Agreement shall replace, restate, and supersede Agreement No. 22-540 in its entirety.

The parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

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

1        1.2    **Representation.** The Contractor 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 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 shall provide services in conformance with all applicable State and Federal  
8 statutes, regulations and sub-regulatory 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 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 shall adhere to all State requirements, including

1 those identified in Exhibit B, "Behavioral Health Requirements", attached hereto and by this  
2 reference incorporated herein and made part of this Agreement.

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

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

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

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

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

26             Contractor must not employ or subcontract with providers debarred, suspended or  
27 otherwise excluded (individually, and collectively referred to as "Excluded") from participation in  
28

1 Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set  
2 forth in 42 C.F.R. §438.610. See Article 12 below.

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

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

13 1.9 **Guiding Principles.** Contractor shall align programs, services, and practices with  
14 the vision, mission, and guiding principles of the DBH, as further described in Exhibit C, "Fresno  
15 County Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto  
16 and by this reference incorporated herein and made part of this Agreement.

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

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

3       1.12    **Electronic Health Record.** Contractor may maintain its records in County's  
4 electronic health record (EHR) system in accordance with Exhibit D, "Documentation Standards  
5 for Persons Served Records", as licenses become available. The person served record shall  
6 begin with registration and intake, and include person served authorizations, assessments,  
7 plans of care, and progress notes, as well as other documents as approved by County. County  
8 shall be allowed to review records of any and all services provided. If Contractor determines to  
9 maintain its records in the County's EHR, it shall provide County's DBH Director, or designee,  
10 with a thirty (30) day notice. If at any time Contractor chooses not to maintain its records in the  
11 County's EHR, it shall provide County's DBH Director, or designee, with thirty (30) days  
12 advance written notice and Contractor will be responsible for obtaining its own system, at its  
13 own cost, for electronic health records management.

14            Disclaimer

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

23       1.13    **Records.** Contractor shall maintain records in accordance with Exhibit D,  
24 "Documentation Standards for Persons Served Records". All person's served records shall be  
25 maintained for a minimum of 10 years from the date of the end of this Agreement.

26       1.14    **Access to Records.** Contractor shall provide County with access to all  
27 documentation of services provided under this Agreement for County's use in administering this  
28 Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the

1 Controller General of the United States, and any other authorized Federal and State agencies to  
2 evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all  
3 records, documents, and the premises, equipment and facilities maintained by the Contractor  
4 pertaining to such services at any time and as otherwise required under this Agreement.

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

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

19 **Article 2 Rights of Persons Served. Contractor shall comply with applicable laws and**  
20 **regulations relating to patients' rights, including but not limited to Wel. & Inst. Code**  
21 **5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. § 438.100. The**  
22 **Contractor shall ensure that its subcontractors comply with all applicable patients' rights**  
23 **laws and regulations.**

#### 24 **Reporting**

25 2.1 **Reports.** The Contractor shall submit the following reports:

26 (A) Outcome Reports

27 Contractor shall submit to County clinical program performance outcome reports,  
28 as requested.

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

3 (B) Staffing Report

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

9 (C) Additional Reports

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

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

22  
23 **Article 3**

24 **County's Responsibilities**

25 3.1 The County shall provide oversight and collaborate with Contractor, other County  
26 Departments and community agencies to help achieve program goals and outcomes. In addition  
27 to contract monitoring of program, oversight includes, but not limited to, coordination with  
28 Department of Health Care Services (DHCS) in regard to program administration and outcomes.

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

6 **Article 4**

7 **Compensation, Invoices, and Payments**

8 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
9 the performance of its services under this Agreement as described in Exhibit F to this  
10 Agreement, titled "Compensation."

11 4.2 **Specialty Mental Health Services Maximum Compensation.** The maximum  
12 compensation payable to the Contractor under this Agreement for the period of July 1, 2023,  
13 through June 30, 2024 for Specialty Mental Health Services is Two Million, Seven Hundred  
14 Fifty-Thousand and No/100 Dollars (\$2,750,000.00), which is not a guaranteed sum, but shall  
15 be paid only for actual costs incurred. The maximum compensation payable to the Contractor  
16 under this Agreement for the period of July 1, 2024, through June 30, 2025 for Specialty Mental  
17 Health Services is Two Million, Seven Hundred Fifty-Thousand and No/100 Dollars  
18 (\$2,750,000.00), which is not a guaranteed sum, but shall be paid only for actual costs incurred.

19 4.3 **Total Maximum Compensation.** In no event shall the maximum contract amount for  
20 all actual services provided by the Contractor to County under the terms and conditions of this  
21 Agreement be in excess of Five Million, Five Hundred Thousand and No/100 Dollars  
22 (\$5,500,000.00) during the entire term of this Agreement.

23 The Contractor acknowledges that the County is a local government entity and does so  
24 with notice that the County's powers are limited by the California Constitution and by State law,  
25 and with notice that the Contractor may receive compensation under this Agreement only for  
26 services performed according to the terms of this Agreement and while this Agreement is in  
27 effect, and subject to the maximum amount payable under this section. The Contractor further  
28

1 acknowledges that County employees have no authority to pay the Contractor except as  
2 expressly provided in this Agreement.

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

6 **4.4 Specialty Mental Health Services Claiming.** Contractor shall enter claims data into  
7 the County's billing and transactional database system by the fifteenth (15<sup>th</sup>) of every month for  
8 actual services rendered in the previous month. Contractor shall use Current Procedural  
9 Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as  
10 provided in the DHCS Billing Manual available at  
11 <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time  
12 amended.

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

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

1       4.5     **Applicable Fees.** Contractor 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 shall use the uniform billing and collection guidelines prescribed by DHCS.

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

8             Contractor 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 Agreement, except to  
11 collect other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit.  
12 9, §1810.365(c).

13            The Contractor must not bill persons served, for covered services, any amount greater  
14 than would be owed if the County provided the services directly as per and otherwise not bill  
15 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 will be responsible for billing the carrier and obtaining a payment/denial or  
18 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 must report all third-party collections for Medicare, third-party or client-pay or private-  
21 pay in each month. A copy of explanation of benefits or CMS 1500 form is required as  
22 documentation. Contractor 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 will be responsible for compliance as of the effective date of each  
27 Federal, State or local law or regulation specified.

1       4.6     **Invoices.** The Contractor 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 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. Contractor  
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             **Cost Reimbursement Based Invoices.** Invoices for cost reimbursement services shall  
14 be based on actual expenses incurred in the month of service. Contractor shall submit monthly  
15 invoices and general ledgers to County that itemize the line item charges for monthly program  
16 costs. The invoices and general ledgers will serve as tracking tools to determine if Contractor's  
17 costs are in accordance with its budgeted cost. Failure to submit reports and other supporting  
18 documentation shall be deemed sufficient cause for County to withhold payments until there is  
19 compliance.

20             Contractor must report all revenue collected from a third-party, client-pay or private-pay  
21 in each monthly invoice. In addition, Contractor shall submit monthly invoices for reimbursement  
22 that equal the amount due less any revenue collected and/or unallowable cost such as lobbying  
23 or political donations from the monthly invoice reimbursements.

24             Travel shall be reimbursed based on actual expenditures and reimbursement shall be at  
25 Contractor's adopted rate, not to exceed the Federal Internal Revenue Services (IRS) published  
26 rate.

27             **Corrective Action Plans.** Contractors shall enter services into the County's billing and  
28 transactional database and submit invoices in accordance with the deadlines listed above and

1 information shall be accurate. Failure to meet the requirements set forth above will result in a  
2 corrective action plan at the discretion of the County's DBH Director, or designee, and may  
3 result in financial penalties or termination of this Agreement per Article 7.

4       **4.7 Payment.** Payments shall be made by County to Contractor in arrears, for services  
5 provided during the preceding month, within forty-five (45) days after the date of receipt,  
6 verification, and approval by County. All final invoices and/or any final budget modification  
7 requests shall be submitted by Contractor within sixty (60) days following the final month of  
8 service for which payment is claimed. No action shall be taken by County on claims submitted  
9 beyond the sixty (60) day closeout period. Any compensation which is not expended by  
10 Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to  
11 County.

12       **4.8 Cost Reimbursement Payments.** Payment shall be made upon certification or other  
13 proof satisfactory to County that services have actually been performed by Contractor as  
14 specified in this Agreement and/or after receipt and verification of actual expenditures incurred  
15 by Contractor for monthly program costs, as identified in the budget narratives and budgets  
16 identified in Exhibit F, in the performance of this Agreement. County shall not be obligated to  
17 make any payments under this Agreement if the request for payment is received by County  
18 more than sixty (60) days after this Agreement has terminated or expired.

19       **4.9 Recoupments and Audits.** County shall recapture from Contractor the value of any  
20 services or other expenditures determined to be ineligible based on the County or State  
21 monitoring results. The County reserves the right to enter into a repayment agreement with  
22 Contractor, with total monthly payments not to exceed twelve (12) months from the date of the  
23 repayment agreement, to recover the amount of funds to be recouped. The County has the  
24 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of  
25 the repayment agreement. The repayment agreement may be made with the signed written  
26 approval of County's DBH Director, or designee, and respective Contractor through a  
27 repayment agreement. The monthly repayment amounts may be netted against the Contractor's  
28 monthly billing for services rendered during the month, or the County may, in its sole discretion,

1 forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive,  
2 and County may seek recoupment from any other means, including, but not limited to, a separate  
3 contract or agreement with Contractor.

4 Contractor shall be held financially liable for any and all future disallowances/audit  
5 exceptions due to Contractor's deficiency discovered through the State audit process and  
6 County utilization review and reconciliation process for services provided during the course of  
7 this Agreement. At County's election, the disallowed amount will be remitted within forty-five  
8 (45) days to County upon notification or shall be withheld from subsequent payments to  
9 Contractor. Contractor shall not receive reimbursement for any units of services rendered that  
10 are disallowed or denied by the Fresno County Mental Health Plan (Mental Health Plan)  
11 utilization review process or through the State of California DHCS audit and review process,  
12 cost report audit settlement if applicable, for Medi-Cal eligible beneficiaries.

13 **4.10 Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
14 expenses that are not specified as payable by the County under this Agreement. If Contractor  
15 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for  
16 further compensation.

17 **4.11 Restrictions and Limitations.** This Agreement shall be subject to any restrictions,  
18 limitations, and/or conditions imposed by County or state or federal funding sources that may in  
19 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also  
20 contingent upon sufficient funds being made available by County, state, or federal funding  
21 sources for the term of the Agreement. If the federal or state governments reduce financial  
22 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss  
23 renegotiating the services required by this Agreement.

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

26 In the event that funding for these services is delayed by the State Controller, County  
27 may defer payments to Contractor. The amount of the deferred payment shall not exceed the  
28 amount of funding delayed by the State Controller to the County. The period of time of the

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

3       **4.12 Additional Financial Requirements.** County has the right to monitor the  
4 performance of this Agreement to ensure the accuracy of claims for reimbursement and  
5 compliance with all applicable laws and regulations.

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

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

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

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

21       **4.13 Contractor Prohibited from Redirection of Contracted Funds.** Contractor may  
22 not redirect or transfer funds from one funded program to another funded program under which  
23 Contractor provides services pursuant to this Agreement except through a duly executed  
24 amendment to this Agreement.

25             Contractor may not charge services delivered to an eligible person served under one  
26 funded program to another funded program unless the person served is also eligible for services  
27 under the second funded program.



1 breach of this Agreement by the Contractor existing at the time of the extension whether or not  
2 known to the County.

3 **Article 6**

4 **Notices**

5 6.1 **Contact Information.** The persons and their addresses having authority to give and  
6 receive notices provided for or permitted under this Agreement include the following:

7 **For the County:**

8 Director  
9 County of Fresno  
10 1925 E. Dakota Avenue  
11 Fresno, CA 93726

12 **For the Contractor:**

13 President and CEO  
14 Central Star Behavioral Health, Inc  
15 1501 Hughes Way, Suite 150  
16 Long Beach, CA 90810

17 6.2 **Change of Contact Information.** Either party may change the information in section  
18 6.1 by giving notice as provided in section 6.3.

19 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
22 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
23 Document Format (PDF) document attached to an email.

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

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

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



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

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

- 5 (1) Obtained or used funds illegally or improperly;
- 6 (2) Failed to comply with any part of this Agreement;
- 7 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 8 (4) Improperly performed any of its obligations under this Agreement.

9 **7.3 Termination without Cause.** In circumstances other than those set forth above, the  
10 County may terminate this Agreement by giving at least thirty (30) days advance written notice  
11 to the Contractor.

12 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
13 under this Article 7 is without penalty to or further obligation of the County.

14 **7.5 County's Rights upon Termination.** Upon termination for breach under this Article  
15 7, the County may demand repayment by the Contractor of any monies disbursed to the  
16 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
17 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
18 demand. This section survives the termination of this Agreement.

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

## 24 **Article 8**

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

26 **8.1 Basic Information Requirements.** Contractor shall provide information in a manner  
27 and format that is easily understood and readily accessible to the persons served (42 C.F.R. §  
28 438.10(c)(1)). Contractor shall provide all written materials for persons served in easily

1 understood language, format, and alternative formats that take into consideration the special  
2 needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform the  
3 persons served that information is available in alternate formats and how to access those  
4 formats in compliance with 42 C.F.R. § 438.10.

5 Contractor shall provide the required information in this section to each individual  
6 receiving SMHS under this Agreement and upon request (1915(b) Medi-Cal Specialty Mental  
7 Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, §  
8 1810.360(e)).

9 Contractor shall utilize the County's website that provides the content required in this  
10 section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth  
11 in 42 C.F.R. § 438.10.

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

14 **8.2 Electronic Submission.** Persons served information required in this section may  
15 only be provided electronically by the Contractor if all of the following conditions are met:

16 (A) The format is readily accessible;

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

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

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

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

26 **8.3 Language and Format.** Contractor shall provide all written materials, including  
27 taglines, for persons served or potential persons served in a font size no smaller than twelve  
28 (12) point (42 C.F.R. 438.10(d)(6)(ii)).

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

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

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

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

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

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

16 **8.4 Beneficiary Informing Materials.** Each person served must receive and have  
17 access to the beneficiary informing materials upon request by the individual and when first  
18 receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

19 (A) Consumer Handbook

20 (B) Provider Directory

21 (C) Grievance form

22 (D) Appeal/Expedited Appeal form

23 (E) Advance Directives brochure

24 (F) Change of Provider form

25 (G) Suggestions brochure

26 (H) Notice of Privacy Practices

27 (I) Notices of Adverse Benefit Determination (NOABDs – Including Denial and  
28 Termination notices)

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

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

- 4 (1) Consumer Handbook
- 5 (2) Provider Directory
- 6 (3) Grievance form
- 7 (4) Appeal/Expedited Appeal form
- 8 (5) Advance Directives brochure
- 9 (6) Change of Provider form
- 10 (7) Suggestions brochure

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

18 8.5 **Beneficiary Handbook.** Contractor shall provide each person served with a  
19 beneficiary handbook at the time the individual first accesses services and thereafter upon  
20 request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14)  
21 business days after receiving notice of enrollment.

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

25 8.6 **Accessibility.** Required informing materials must be electronically available on  
26 Contractor's website and must be physically available at the Contractor's facility lobby for  
27 individuals' access.

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

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

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

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

11 (C) Provides the information by email after obtaining the person served's agreement  
12 to receive the information by email;

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

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

22 **8.7 Provider Directory.** Contractor must follow the County's provider directory policy, in  
23 compliance with MHSUDS IN 18-020.

24 Contractor must make available to persons served, in paper form upon request and  
25 electronic form, specified information about the County provider network as per 42 C.F.R. §  
26 438.10(h). The most current provider directory is electronically available on the County website  
27 and is updated by the County no later than thirty (30) calendar days after information is received  
28 to update provider information. A paper provider directory must be updated at least monthly as  
set forth in 42 C.F.R. § 438.10(h)(3)(i).

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

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

1 **Article 9**

2 **Independent Contractor**

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

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

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

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

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

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

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

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

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

## 8 **Article 10**

### 9 **Indemnity and Defense**

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

18 10.2 **Survival.** This Article 10 survives the termination of this Agreement.

## 19 **Article 11**

### 20 **Insurance**

21 11.1 The Contractor shall comply with all the insurance requirements in Exhibit G to this  
22 Agreement.

## 23 **Article 12**

### 24 **Assurances**

25 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**  
26 **Health Care Program.**

27 (A) In entering into this Agreement, Contractor certifies that it is not excluded from  
28 participation in Federal Health Care Programs under either Section 1128 or 1128A of the

1 Social Security Act. Failure to so certify will render all provisions of this Agreement null  
2 and void and may result in the immediate termination of this Agreement.

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

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

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

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

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

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

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

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

28 (F) Contractor must confirm the identity and determine the exclusion status of all its  
providers, as well as any person with an ownership or control interest, or who is an

1 agent or managing employee of the contracted agency through routine checks of federal  
2 and state databases. This includes the Social Security Administration's Death Master  
3 File, NPPEs, the Office of Inspector General's LEIE, the Medi-Cal Suspended and  
4 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §  
5 455.436.

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

## 11 **Article 13**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **Article 14**

26 **Right to Monitor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28



1        16.1 **Applicability.** Article 16 shall only apply to the program components and services  
2 provided under operational costs.

3        16.2 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and  
4 intangible property obtained or controlled under County for use in operational capacity and will  
5 benefit County for a period more than one (1) year.

6        16.3 **Agreement Assets.** Assets shall be tracked on an agreement-by-agreement basis.  
7 All of these assets shall fall into the “Equipment” category unless funding source allows for  
8 additional types of assets. At a minimum, the following types of items are considered to be  
9 assets:

10            (A) Computers (desktops and laptops)\*

11            (B) Copiers, cell phones, tablets, and other devices with any HIPAA data

12            (C) Modular furniture

13            (D) Any items over \$500 or more with a lifespan of at least two (2) years:

14                    (1) Televisions

15                    (2) Washers/Dryers

16                    (3) Printers

17                    (4) Digital Cameras

18                    (5) Other equipment/furniture

19                    (6) Items in total when purchased or used as a group fall into one or more of the  
20 above categories

21            (E) Items of sensitive nature shall be purchased and allocated to a single agreement.

22        All items containing HIPAA data are considered sensitive.

23        Contractor shall ensure proper tracking for contact assets that include the following  
24 asset attributes at a minimum:

25            (A) Description of the asset;

26            (B) The unique identifier of the asset if applicable, i.e., serial number;

27            (C) The acquisition date;

28            (D) The quantity of the asset;

- 1 (E) The location of the asset or to whom the asset is assigned;
- 2 (F) The cost of the asset at the time of acquisition;
- 3 (G) The source of grant funding if applicable;
- 4 (H) The disposition date, and
- 5 (I) The method of disposition (surplus, transferred, destroyed, lost)

6 All Contract assets shall be returned to the Department at the end of the agreement  
7 period.

8 **16.4 Retention and Maintenance.** Assets shall be retained by County, as County  
9 property, in the event this Agreement is terminated or upon expiration of this Agreement.  
10 Contractor agrees to participate in an annual inventory of all County fixed and inventoried  
11 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present  
12 when fixed and inventoried assets are returned to County possession. Contractor is responsible  
13 for returning to County all County owned undepreciated fixed and inventoried assets, or the  
14 monetary value of said assets if unable to produce the assets at the expiration or termination of  
15 this Agreement. Contractor further agrees to the following:

16 Maintain all items of equipment in good working order and condition, normal wear and  
17 tear excepted;

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

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

25 **16.5 Equipment Purchase.** The purchase of any equipment by Contractor with funds  
26 provided hereunder shall require the prior written approval of County's DBH Director, or  
27 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly  
28 related to Contractor's services or activity under the terms of this Agreement. County may



1 complete documentation and billing or billing/reimbursement training. All new employees,  
2 agents, and subcontractors shall attend the appropriate training within thirty (30) days of hire.  
3 Each individual who is required to attend training shall certify in writing that he or she has  
4 received the required training. The certification shall specify the type of training received and the  
5 date received. The certification shall be provided to County's DBH Compliance Officer at 1925  
6 E. Dakota Ave, Fresno, California 93726. Contractor agrees to reimburse County for the entire  
7 cost of any penalty imposed upon County by the Federal Government as a result of Contractor's  
8 violation of the terms of this Agreement.

9 **17.2 Compliance with State Medi-Cal Requirements.** Contractor shall be required to  
10 maintain Mental Health Plan organizational provider certification by Fresno County. Contractor  
11 must meet Medi-Cal organization provider standards as listed in Exhibit L, "Medi-Cal  
12 Organizational Provider Standards", attached hereto and by this reference incorporated herein  
13 and made part of this Agreement. It is acknowledged that all references to Organizational  
14 Provider and/or Provider in Exhibit L shall refer to Contractor.

15 **17.3 Medi-Cal Certification and Mental Health Plan Compliance.** Contractor will  
16 establish and maintain Medi-Cal certification or become certified within ninety (90) days of the  
17 effective date of this Agreement through County to provide reimbursable services to Medi-Cal  
18 eligible persons served. In addition, Contractor shall work with the County's DBH to execute the  
19 process if not currently certified by County for credentialing of staff. During this process, the  
20 Contractor will obtain a legal entity number established by the DHCS, a requirement for  
21 maintaining Mental Health Plan organizational provider status throughout the term of this  
22 Agreement. Contractor will be required to become Medi-Cal certified prior to providing services  
23 to Medi-Cal eligible persons served and seeking reimbursement from the County. Contractor will  
24 not be reimbursed by County for any services rendered prior to certification.

25 Contractor shall provide direct specialty mental health services in accordance with the  
26 Mental Health Plan. Contractor must comply with the "Fresno County Mental Health Plan  
27 Compliance Program and Code of Conduct" set forth in Exhibit K, attached hereto and  
28 incorporated herein by reference and made part of this Agreement.

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

10 **17.4 Network Adequacy.** The Contractor shall ensure that all services covered under this  
11 Agreement are available and accessible to persons served in a timely manner and in  
12 accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206  
13 (a), (c)).

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

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

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

22 **17.5 Compliance Program, Including Fraud Prevention and Overpayments.**  
23 Contractor shall have in place a compliance program designed to detect and prevent fraud,  
24 waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

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

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

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

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

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

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

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

20 (H) The requirement for prompt reporting and repayment of any overpayments  
21 identified.

22 17.6 **Reporting.** Contractor must have administrative and management arrangements or  
23 procedures designed to detect and prevent fraud, waste and abuse of federal or state health  
24 care funding. Contractor must report fraud and abuse information to the County including but  
25 not limited to:

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

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

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

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

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

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

12 **17.7 Overpayments.** County may suspend payments to Contractor if DHCS or County  
13 determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42  
14 C.F.R. §438.608 (a)(8)).

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

## 19 **Article 18**

### 20 **Federal and State Laws**

21 **18.1 Health Insurance Portability and Accountability Act.** County and Contractor each  
22 consider and represent themselves as covered entities as defined by the U.S. Health Insurance  
23 Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and  
24 disclose Protected Health Information (PHI) as required by law.

25 County and Contractor acknowledge that the exchange of PHI between them is only for  
26 treatment, payment, and health care operations.

27 County and Contractor intend to protect the privacy and provide for the security of PHI  
28 pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for

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

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

8 **18.2 Physical Accessibility.** In accordance with the accessibility requirements of section  
9 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must  
10 provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal  
11 beneficiaries with physical or mental disabilities.

## 12 **Article 19**

### 13 **Data Security**

14 **19.1 Data Security Requirements.** Contractor shall comply with data security  
15 requirements in Exhibit M to this Agreement.

## 16 **Article 20**

### 17 **Publicity Prohibition**

18 **20.1 Self-Promotion.** None of the funds, materials, property, or services provided directly  
19 or indirectly under this Agreement shall be used for Contractor's advertising, fundraising, or  
20 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-  
21 promotion.

22 **20.2 Public Awareness.** Notwithstanding the above, publicity of the services described in  
23 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the  
24 availability of such specific services when approved in advance by County's DBH Director, or  
25 designee, and at a cost to be provided in Exhibit I for such items as written/printed materials, the  
26 use of media (i.e., radio, television, newspapers), and any other related expense(s).  
27 Communication products must follow DBH graphic standards, including typefaces and colors, to  
28 communicate our authority and project a unified brand. This includes all media types and

1 channels and all materials on and offline that are created as part of DBH's efforts to provide  
2 information to the public.

### 3 **Article 21**

#### 4 **Disclosure of Self-Dealing Transactions**

5 21.1 **Applicability.** This Article 21 applies if the Contractor is operating as a corporation,  
6 or changes its status to operate as a corporation.

7 21.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
8 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
9 "Self-Dealing Transaction Disclosure Form" (Exhibit N) and submitting it to the County before  
10 commencing the transaction or immediately after.

11 21.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
12 a party and in which one or more of its directors, as an individual, has a material financial  
13 interest.

### 14 **Article 22**

#### 15 **Disclosure of Ownership and/or Control Interest Information**

16 22.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities,  
17 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),  
18 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

19 22.2 **Duty to Disclose.** Contractor must disclose the following information as requested in  
20 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,  
21 Exhibit O :

22 (A) Disclosure of five percent (5%) or More Ownership Interest:

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

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

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

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

8 (B) Disclosures Related to Business Transactions:

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

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

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

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

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

25 22.3 Contractor must provide disclosure upon execution of Contract, extension for  
26 renewal, and within 35 days after any change in Contractor ownership or upon request of  
27 County. County may refuse to enter into an agreement or terminate an existing agreement with  
28 Contractor if Contractor fails to disclose ownership and control interest information, information  
related to business transactions and information on persons convicted of crimes, or if Contractor  
did not fully and accurately make the disclosure as required.

22.4 Contractor must provide the County with written disclosure of any prohibited  
affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers





1       **24.2 Policies and Procedures.** Contractor shall comply with requirements of policies and  
2 procedures for ensuring access and appropriate use of trained interpreters and material  
3 translation services for all limited and/or no English proficient beneficiaries, including, but not  
4 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the  
5 policies and procedures, and monitoring its language assistance program. Contractor's policies  
6 and procedures shall ensure compliance of any subcontracted providers with these  
7 requirements.

8       **24.3 Interpreter Services.** Contractor shall notify its beneficiaries that oral interpretation  
9 is available for any language and written translation is available in prevalent languages and that  
10 auxiliary aids and services are available upon request, at no cost and in a timely manner for  
11 limited and/or no English proficient beneficiaries and/or beneficiaries with disabilities.  
12 Contractor shall avoid relying on an adult or minor child accompanying the beneficiary to  
13 interpret or facilitate communication; however, if the beneficiary refuses language assistance  
14 services, the Contractor must document the offer, refusal, and justification in the beneficiary's  
15 file.

16       **24.4 Interpreter Qualifications.** Contractor shall ensure that employees, agents,  
17 subcontractors, and/or partners who interpret or translate for a beneficiary or who directly  
18 communicate with a beneficiary in a language other than English (1) have completed annual  
19 training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the  
20 beneficiary's language; (3) can effectively communicate any specialized terms and concepts  
21 specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic  
22 principles. As requested by County, Contractor shall identify all who interpret for or provide  
23 direct communication to any program beneficiary in a language other than English and identify  
24 when the Contractor last monitored the interpreter for language competence.

25       **24.5 CLAS Standards.** Contractor shall submit to County for approval, within ninety (90)  
26 days from date of contract execution, Contractor's plan to address all fifteen (15) National  
27 Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the  
28 Office of Minority Health and as set forth in Exhibit Q "National Standards on Culturally and



1 Controller/Treasurer-Tax Collector's Office. Said modifications shall not result in any  
2 change to the maximum compensation amount payable to Contractor, as stated herein.

3 (B) In addition, changes to line items and expense category subtotals, as set forth in  
4 Exhibit F, that when added together during the term of the agreement do not exceed ten  
5 percent (10%) of the total maximum compensation payable to Contractor, may be made  
6 with the written approval of Contractor and County's DBH Director or designee. Said  
7 modifications shall not result in any change to the maximum compensation amount  
8 payable to Contractor, as stated herein.

9 25.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
10 under this Agreement without the prior written consent of the other party.

11 25.3 **Governing Law.** The laws of the State of California govern all matters arising from  
12 or related to this Agreement.

13 25.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
14 County, California. Contractor consents to California jurisdiction for actions arising from or  
15 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
16 brought and maintained in Fresno County.

17 25.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
18 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
19 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
20 against either party.

21 25.6 **Days.** Unless otherwise specified, "days" means calendar days.

22 25.7 **Headings.** The headings and section titles in this Agreement are for convenience  
23 only and are not part of this Agreement.

24 25.8 **Severability.** If anything in this Agreement is found by a court of competent  
25 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
26 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
27 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
28 intent.

1       25.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
2 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
3 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
4 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
5 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
6 all applicable State of California and federal statutes and regulation.

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

13       25.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
14 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
15 performance of any continuing or other obligation of the Contractor and does not prohibit  
16 enforcement by the County of any obligation on any other occasion.

17       25.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
18 between the Contractor and the County with respect to the subject matter of this Agreement,  
19 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
20 publications, and understandings of any nature unless those things are expressly included in  
21 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
22 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
23 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
24 exhibits.

25       25.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
26 create any rights or obligations for any person or entity except for the parties.

27       25.13 **Authorized Signature.** The Contractor represents and warrants to the County that:  
28

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

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

6 **25.14 Electronic Signatures.** The parties agree that this Agreement may be executed by  
7 electronic signature as provided in this section.

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

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

18 (C) The provisions of this section satisfy the requirements of Civil Code section  
19 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
20 Part 2, Title 2.5, beginning with section 1633.1).

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

25 (E) This Agreement is not conditioned upon the parties conducting the transactions  
26 under it by electronic means and either party may sign this Agreement with an original  
27 handwritten signature.  
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The parties are signing this Agreement on the date stated in the introductory clause.

CENTRAL STAR BEHAVIORAL HEALTH,  
INC.

COUNTY OF FRESNO

A. Richard Smith \*  
Kent Dunlap, President and CEO

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

1501 Hughes Way, Suite 150  
Long Beach, CA 90810  
\* Vice President and COO

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

By: Haname  
Deputy

For accounting use only:

Org No.: 56302117  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

## **CRISIS RESIDENTIAL TREATMENT SERVICES**

### **SCOPE OF WORK**

#### **BACKGROUND**

A Crisis Residential Treatment (CRT) Facility is a critical component in providing a coordinated, seamless system of care including the crisis services continuum for adults within Fresno County.

#### **SERVICES:**

Contractor shall provide 24/7 Crisis Residential Treatment (CRT) Facility services in accordance with the information described below as monitored by County's Department of Behavioral Health (DBH).

The County of Fresno DBH Managed Care webpage provides further information on Fresno County Mental Health Plan (FCMHP) requirements, including site certification and staff credentialing requirements. Under the FCMHP, all contracted staff must complete required annual trainings for Compliance and Documentation and Billing (additional information can be located on the County of Fresno DBH Compliance webpage for more information. Note that all new hires are required to complete in-person or online trainings for General Compliance (1.5 hours) and Documentation and Billing (2 hours) as soon as possible after the staff's start date or within 30 days of hire. Annual trainings thereafter can be completed electronically via link distributed by DBH Compliance. If the Contractor wishes to substitute their own compliance training, they will be required to submit the compliance training curriculum and other information to the DBH Compliance Officer for determination that such training is equivalent to that offered by the County.

#### **Certification**

Programs providing CRT services shall be certified as a social rehabilitation program (short-term CRT program) by Department of Health Care Services (DHCS) in accordance with Chapter 3, Division 1, of Title 9. Facility capacity shall be limited to a maximum of 16 beds.

In addition to social rehabilitation program certification, programs providing CRT services shall be licensed as a social rehabilitation facility or community care facility by the State Department of Social Services in accordance with Chapters 1 and 2, Division 6, of Title 22 or authorized to operate as a Mental Health Rehabilitation Center by the Department of Healthcare Services in accordance with Chapter 3.5, Division 1, of Title 9, beginning with Section 51000.

Services will be funded using a combination of persons served fees, insurance, Medi-Cal Federal Financial Participation, and Mental Health Realignment funds

Contractor will be responsible to enter all Client Service Information (CSI) and billing information into the County's electronic health record and will be responsible for any and all audit exceptions pertaining to the delivery of services.

## **I. CRISIS RESIDENTIAL TREATMENT SERVICES REQUIREMENTS**

- A. Crisis Residential Treatment Services shall have a clearly established certified site for services although all services need not be delivered at that site. Services shall not be claimable unless there is face-to-face contact between the beneficiary and a treatment staff person of the facility on the day of service and the beneficiary has been admitted to the program.
- B. Program shall have written procedures for accessing emergency psychiatric and health services on a 24-hour basis.
- C. Programs providing Crisis Residential Treatment Services shall be certified as a Social Rehabilitation Program (Short-term Crisis Residential Treatment Program) by the State Department of Mental Health in accordance with the California Code of Regulations (CCR), Chapter 3, Division 1 of Title 9. Facility capacity shall be limited to a maximum of 16 beds.
- D. In addition to Social Rehabilitation Program certification, programs providing Crisis Residential Treatment Services shall be licensed as a Social Rehabilitation Facility or Community Care Facility by the State Department of Social Services in accordance with Chapters 1 and 2, Division 6, of Title 22 or authorized to operate as a Mental Health Rehabilitation Center by the Department in accordance with Chapter 3.5, Division 1, of Title 9, beginning with Section 51000.

## **II. STANDARDS FOR THE CERTIFICATION OF SOCIAL REHABILITATION PROGRAMS**

- A. To be certified as a Short-Term Crisis Residential Treatment Program, a program shall provide:
  - 1. Services as specified in either subsection (e) or (f) of section 541 of CCR, Title 9, Division 1, Chapter 3, Article 3.5, as an alternate to hospitalization for individuals experiencing an acute psychiatric episode or crisis. The planned length of stay in the program shall be in accordance with the person's served assessed needs, but not to exceed thirty (30) days, unless circumstances require a longer length of stay beyond thirty (30) days shall be documented in the person's served record. Under no circumstances may the length of stay exceed three (3) months.
  - 2. Scheduling of staff which provides for at least two (2) staff members to be on duty 24 hours a day, seven (7) days per week. If program design results in some persons served not being in the facility during specific hours of the day, scheduling adjustments may be made so that coverage is consistent with and related to the number and needs of members need to be awake, provided the program does not accept admissions at that time. There shall be a staffing ratio of at least one (1) full-time equivalent direct service staff for each 1.6 person served.

## **III. MEDICAL REQUIREMENTS**

Medical and psychiatric policies and practices of all programs shall be in writing and shall

include, but not be limited to:

- A. A plan for the monitoring of medications by a person licensed to prescribe or dispense prescription drugs. Screening for medical complications which may contribute to disability conducted by a physician, nurse practitioner or physician assistant and a plan for follow-up.
  - 1. The screening for medical complications shall occur within 30 calendar days prior to or after admission.
  - 2. If an individual refuses a screening for medical complications, the program shall document the refusal in the individual case record.
- B. Education, provided by licensed program staff or licensed consultants, about the role of medications and their potential side effects, with the goal of the individual becoming responsible for their own medication.
- C. Entries in case records indicating all prescribed and non-prescribed medication.
- D. Provisions for program staff to discuss medication issues with a person licensed to prescribe or dispense prescription drugs.
- E. Provisions for secure central storage of medication, including medication requiring appropriate refrigeration when necessary; and
- F. Encouragement to individuals, when part of the treatment/rehabilitation plan, to be personally responsible for holding, managing, and safeguarding all their medications.

#### **IV. TREATMENT/REHABILITATION PLAN AND DOCUMENT REQUIREMENTS**

- A. Each program shall have an admission agreement, signed on entry by the individual or an authorized representative, describing the services to be provided and the expectations and rights of the individual regarding house rules, individual involvement in the program, and fees. The person served shall receive a copy of the signed admission agreement.
- B. There shall be a written assessment of each individual on admission that includes at least:
  - 1. Health psychiatric histories.
  - 2. Psychosocial skills.
  - 3. Social support skills.
  - 4. Current psychological, educational, vocational, and other functional limitations.
  - 5. Medical needs, as reports; and,
  - 6. Meal planning, shopping, and budgeting skills.

Upon request, a copy of each executed assessment shall be provided to DBH's Managed Care Division along with monthly invoicing.

- C. Program staff and individual shall work together to develop a written treatment rehabilitation plan specifying goals and objectives as well as identifying the staff and

individual responsibilities for their achievement. Individuals shall be involved in an ongoing review of progress towards reaching established goals and be involved in the planning and evaluation of their treatment goals. The plan shall contain at least the following element:

1. Statement of specific treatment needs and goals.
  2. Description of specific services to address identified treatment needs.
  3. Documentation of reviews by staff and individual of the treatment / rehabilitation plan at least weekly.
  4. Anticipated length of stay needed to accomplish identified goals, and methods to evaluate the achievement of these goals.
- D. If an individual treatment/rehabilitation plan requires services to be provided by another program or agency, there shall be documented evidence in the individual's case record of communication between all persons responsible for the treatment/rehabilitation plan.
- E. The agency or program shall arrange for individuals to attend community programs when needs are identified in the treatment/rehabilitation plan that cannot be met by the facility but can be met in the community.
- F. There shall be a written discharge summary prepared by staff and the individual which includes an outline of services provided, goals accomplished, reason and plan for discharge, and referral follow-up plans. Upon request, a copy of each discharge summary shall be provided to DBH's Managed Care Division along with monthly invoicing.
- G. The admission assessment, treatment/rehabilitation plan, and discharge summary shall be prepared by staff who has received training in the development of preparation of these documents.
1. Training required to be provided by the facility shall include:
    - a. A minimum of one hour of instruction on the development and preparation of the admission assessment.
    - b. A minimum of one hour of instruction on the development and preparation of the treatment/rehabilitation plan.
    - c. A minimum of one hour of instruction on development and preparation of the discharge summary.
    - d. Subject matter for all training provided for in this subsection shall include the expected content of documentation, methods used to prepare the document, timeframes for completion of documentation, and consultative sources to be utilized in preparing the document.
  2. Training provided for in this subsection shall consist of one or more of the following presentation methods:
    - a. Formal classroom instruction.
    - b. Oral presentation.
    - c. Videotape, film, or audiovisual presentation.
    - d. Audio-tape presentation; or
    - e. Performing the duties, on the job, under the direct supervision of the instructor.
- H. Admission and discharge criteria of all programs shall be written and shall be consistent

with program goals.

- I. The program shall have written policies and procedures for orienting new individuals to the facility programs.
- J. The range of services provided shall be discussed prior to admission with the prospective individual or an authorized representative so that the program's services are clearly understood.

## **V. REFERRALS**

- A. Contractor must accept all referrals sent to the CRT Facility for admittance.
- B. If Contractor receives a referral that they believe cannot or should not be admitted, the situation must be brought to the DBH Contract Analyst's attention and the DBH Director, or designee, will review and make the final determination.

## **VI. CENSUS**

- A. From July 1, 2023 through June 30, 2024, the Contractor must maintain a census of thirteen (13) or more individuals per day in the CRT facility. From July 1, 2024 through June 30, 2025, the Contractor must maintain a minimum census of fourteen (14) or more individuals per day in the CRT facility.
  1. At the end of each month, DBH will review the census reports and calculate the number of days that did not meet the minimum census requirements.
  2. If a room is unavailable to be occupied by a client due to damage or is otherwise uninhabitable due to leaks, heating/air conditioning issues, etc., Contractor shall inform the County in writing concurrently with the daily census report. In calculating the average daily census for the month, these factors may be considered and factored into the average daily census for the month, at the sole discretion of the County.

## **VII. DISCHARGES**

- A. Contractor may not discharge individuals early during their thirty (30) day stay at the CRT facility.
  1. Only exceptions to VII.A. is if the individual decompensates, a Welfare & Institution Code 5150 hold is written, and the individual must be transported to the County's crisis stabilization center; or
  2. If the individual has become violent with staff or other persons served.
- B. If Contractor believes an early discharge is warranted, the situation must be brought to the DBH Contract Analyst's attention and the DBH Director, or designee, will review and make the final determination.

## **VIII. PERSON SERVED INVOLVEMENT REQUIREMENTS**

- A. Each person served shall be involved in the development and implementation of their treatment/rehabilitation plan.
- B. Individuals shall be involved, depending on capability, in the operation of the household. This shall include participation in the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited to cooking, cleaning, menu planning and activity planning.
- C. Individuals shall be encouraged to participate in program evaluations and reviews.

**IX. PHYSICAL ENVIRONMENT REQUIREMENTS**

- A. The program shall meet the facility requirements of Section 5453 (a) of the Welfare and Institutions (W&I) Code.
- B. Program location shall allow for access by individuals to community resources and public transportation.

**X. STAFF CHARACTERISTICS, QUALIFICATIONS AND DUTY REQUIREMENTS**

- A. The program shall meet the staffing requirements of Section 5453 (b) of the Welfare and Institutions Code.
- B. The program shall document the use of multidisciplinary professional consultation and staff when necessary to meet the specific diagnostic and treatment needs of the individuals.
- C. Paraprofessionals and persons who have been individuals of mental health services shall be utilized as volunteers in the program when consistent with the program design and services provided.
- D. All social rehabilitation facilities shall have a Program Director. The Program Director shall be on the premises the number hours necessary to manage and administer the program component or the facility in compliance with applicable laws and regulations.
- E. The Program Director of the Short-Term CRT Program shall have the following qualifications prior to employment:
  - 1. A Bachelor's Degree in Psychology, Social Work or any other major which includes at least 24 semester units in one or more of the following subject areas:
    - a. Psychology
    - b. Social Work
    - c. Sociology
    - d. Behavioral Sciences
    - e. Psychiatric Nursing; and
  - 2. Two (2) years of full-time work experience in community program that serves individuals who have a mental illness.  
Such experience must be in the direct provision of services to individuals, of which one (1) year must be in a position of supervising direct care staff.
  - 3. As an alternative to the Bachelor's Degree and experience required in 1 and 2 above, a total of four (4) years of experience in a community program providing direct services to persons with mental illness, of which one (1) year must be in a position of supervising direct care staff, and graduation from high school or possession of a GED may be substituted.
- F. All direct care staff shall have graduated from high school or possess a GED and have a minimum of one (1) year or full-time experience, or its part-time equivalent, working in a program serving people with mental illnesses, such experience must be in the direct provision of services to individuals. If the employee does not have the required experience, the program shall document a specific plan of supervision and in-service training for the employee to perform the job. The plan should include but not be limited to the frequency and number of hours of training, the subjects to be covered, and a description of the supervision to be provided.
- G. The Program Director must provide and document a specific plan of supervision and at least 20 hours of in-service training per year for the employee to ensure the ongoing qualifications of the individual to perform the job.

## **XI. ADMINISTRATIVE POLICIES AND PROCEDURES**

- A. The organizational entity legally responsible for program administration, under applicable law and regulation, shall:
  - 1. Have written policies defining the purpose, goals, and services of the organization.
  - 2. Establish and maintain financial records in accordance with generally accepted accounting principles and an annual budget.
- B. Each program shall be directed by a designated individual who is responsible for its overall administration and management.
- C. Each residential program shall have an individual(s) designated as the Administrator of the facility. The program shall identify the qualifications, experience, skills, and knowledge required of an individual who is designated the facility Administrator. These requirements shall at least satisfy the minimum requirements established by the Community Care Licensing Division of the Department of Social Services for this position.
- D. The agency or program shall have a financial plan of operation that is consistent with the goals and purpose of the organization and in accordance with generally accepted accounting practices and legal requirements.

## **XII. STAFFING REQUIREMENTS**

- A. Facilities must have psychiatric professional licensed staff either through direct employment or contracted by the facility.
- B. Facilities must have nursing staff.
- C. Facilities must inform DBH within 24-hours of any staff changes that may affect this contract.
- D. Facility will have adequate number of staff to monitor individuals during the sleeping hours.
- E. The content of group or individual sessions shall be within the scope of practice of the individual providing that service.
- F. Staff assigned to assist in physically restraining individuals must receive prior training from appropriate agencies.
- G. Physical restraints placed on individuals must be under direct supervision of a licensed mental health professional.
- H. Short-Term Crisis Residential facilities shall limit the admission of individuals to adults only (ages 18-59).

### **XIII. ADMINISTRATIVE REQUIREMENTS**

- A. Facilities shall have capabilities to transmit documents to and from DBH.
- B. Confidentiality of the individual's records shall be always maintained, whether in written or verbal form, in compliance with HIPAA and other federal, State, or local regulations or statutes.

### **XIV. SERVICE REQUIREMENTS**

- A. Individual and group counseling
- B. Therapeutic or rehabilitative services
- C. Stabilization strategies
- D. Screening for medical complications
- E. Diagnosis formulation, medication education and monitoring
- F. Clinical Assessment
- G. Individual treatment plans
- H. Crisis Intervention
- I. Planned activities
- J. Counseling, with available members of the persons served family, when indicated in the person's served treatment/rehabilitation plan.
- K. The development of community support systems for persons served to maximize their utilization of non-mental health community resources.
- L. Prevocational and vocational counseling.
- M. Persons served advocacy, including assisting persons served to develop their own advocacy skills.
- N. An activity program that encourages socialization within the program and general community, and which links the person served to resources which are available after leaving the program; and,
- O. Individual discharge plans and linkage with other resources, including co-occurring capable services, i.e., substance use disorder (SUD).
- P. Use of the residential environment to assist persons served in the acquisition, testing, and/or refinement of community living and interpersonal skills.
- Q. Care coordination between the facility and the treating community provider to ensure smooth transition back to their outpatient services including but not limited to: case staffing to discuss progress in treatment while at CRT, discharge planning with input from the current treating provider and notifications to the treating provider if the individual is discharged prematurely.

### **XV. MEDICAL RECORDS**

- A. Contractor must implement and maintain a medical record system which meets all state and federal requirement and clearly documents medical necessity for both treatment and billing services. Medical records shall be kept in such a manner as to comply with the Fresno County Quality Improvement standards and federal and state quality standards. Fresno County DBH is implementing a new electronic medical record system effective July 1, 2023 and the County is offering transition optimization funds for any provider interested in utilizing the County DBH EHR as their EHR.
- B. The Contractor will be responsible for "release of information" requests for the facility and shall adhere to applicable federal and state regulations.

**XVI UTILIZATION REVIEW, BILLING AND COST REPORT:**

- A. Contractor shall be responsible to ensure that daily documentation in the persons served medical record meets medical necessity criteria for each day submitted to County for payment.
- B. Contractor shall enter all mental health data and billing information into the County electronic data system and will be responsible for all audit exceptions pertaining to the delivery of services

**XIX GRIEVANCES AND INCIDENT REPORTS**

- A. Contractor shall log all grievances and the disposition of all grievances received from a person served or their family in accordance with Fresno County Mental Health Plan policies and procedures. Contractor shall provide a summary of the grievance log entries concerning County's persons served to the DBH Director or designee at monthly intervals, by the fifteenth (15th) day of the following month, in a format that is mutually agreed upon. Contractor(s) shall post signs, provided by the County, informing persons served of their right to file a grievance and appeal.
- B. Contractor will notify County of all incidents or unusual occurrences reportable to state licensing bodies that affect persons served within twenty-four (24) hours. The Contractor shall use the County Department Incident Reporting System, currently LogicManager, for such reporting.
- C. Within fifteen (15) days after each grievance or incident affecting County's persons served, Contractor shall provide County with the complaint and Contractor's disposition of, or corrective action taken to resolve the complaint or incident.
- D. Within fifteen (15) days after Contractor(s) submits a corrective action plan to a California State licensing and/or accrediting body concerning any sentinel event, as the term is defined by the licensing or accrediting agency, and within fifteen (15) days after Contractor receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, contractor(s) shall provide a summary of such plans and orders to County.

**XX Contractor shall complete the following program objectives:**

- A. Effectively partner with other County DBH programs, DBH contractors, and other community agencies in accepting persons served for admission and to work collaboratively in discharge planning to ensure appropriate ongoing outpatient specialty mental health treatment services are provided.
- B. Identify persons served with frequent admissions during the fiscal year and to develop strategies with other DBH programs and community agencies to reduce readmissions.
- C. Effectively interact with community agencies, other mental health programs and providers, other counties, natural support systems and families to assist persons served to be discharged to the more appropriate level of care.
- D. Work effectively with DBH's adult placement team and integrate mental health and substance use disorder services through comprehensive continuous integrated systems of care for the life span of those served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery. All providers contracted with DBH shall perform the following:
  - 1. Welcoming policies, practices, and procedures related to the engagement of individuals or family members with co-occurring issues and disorders.

2. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication.
3. Provide regular meetings with family or caregivers to provide orientation and education regarding programming and discharge planning for the person served so they know what to expect during the persons served stay within the program.
4. Improvement in routine integrated screening, and identification in the data system of how many persons served have co-occurring issues.
5. Developing the goal of basic co-occurring competency for all treatment staff, regardless of licensure or certification, and
6. Documentation of coordination of care with collaborative mental health and/or substance use disorder providers for each person served.
7. Have a monthly presence in meetings with DBH, County, hospitals, and other outside organizations.

**XXI Contractor shall meet the following cultural competence requirements:**

- A. Compliance with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, national origin, sex, disability, or religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and participation in federally funded programs through the provision of comprehensive and quality bilingual services.
- B. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP persons served, including, but not limited to, assessing the cultural and linguistic needs of its persons served, training of staff on the policies and procedures, and monitoring its language assistance program. The Contractor's procedures must include ensuring compliance of any sub-contracted providers with these requirements.
- C. Contractor assurances that minors shall not be used as interpreters.
- D. The process and manner in which the Contractor will conduct and submit to DBH a semi-annual cultural competency report to promote the provision and utilization of appropriate services for its diverse person served population. The report shall include findings and a plan outlining the proposed services to be improved or implemented as a result of the assessment findings, with special attention to addressing cultural and linguistic barriers and reducing racial, ethnic, language, abilities, gender, and age disparities.
- E. Development of internal systems to meet the cultural and linguistic needs of the contractor's person served census including the incorporation of cultural competency in the Contractor's mission; establishing and maintaining a process to evaluate and determine the need for special - administrative, clinical, welcoming, billing, etc., initiatives related to cultural competency.
- F. Develop recruitment and retention initiatives to establish contracted program staffing that is reflective and responsive to the needs of the program and target population.
- G. Establish designated staff person to coordinate and facilitate the integration of cultural competency guidelines and attend the DBH Diversity, Equity, and Inclusion Committee monthly meetings. The designated person will provide an array of communication tools to distribute information to staff relating to cultural competency issues

- H. Contractor will remain knowledgeable of evidence-based and best practices in cultural competency in mental health care and treatment to ensure that the Contractor maintains current information and an external perspective in its policies. The Contractor will evaluate the effectiveness of strategies and programs in improving the health status of cultural-defined populations.
- I. Ensure that an assessment of a persons served sexual orientation is included in the bio-psychosocial intake process. Contractor's staff will assume that the population served may not be in heterosexual relationships. Gender sensitivity and sexual orientation must be covered in annual training.
- J. Contractor staff will utilize existing community supports, referrals to transgender support groups, etc., when appropriate.
- K. Contractor is required to annually attend the Cultural Competence training provided by DBH.
- L. Contractor will report its efforts to evaluate cultural and linguistic activities as part of the Contractor's ongoing quality improvement efforts in the monthly activities report. Reported information may include persons served complaints and grievances, results from persons served satisfaction surveys, and utilization and other clinical data that may reveal health disparities because of cultural and linguistic barriers.

## Exhibit B

### BEHAVIORAL HEALTH REQUIREMENTS

#### 1. CONTROL REQUIREMENTS

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

#### 2. PROFESSIONAL LICENSURE

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

#### 3. CONFIDENTIALITY

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

#### 4. NON-DISCRIMINATION

##### A. Eligibility for Services

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

##### B. Employment Opportunity

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

## Exhibit B

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

### 5. PATIENTS' RIGHTS

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

### STATE CONTRACTOR CERTIFICATION CLAUSES

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

## Exhibit B

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

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

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

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

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

## Exhibit B

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

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

### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

## Exhibit B

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:

## Exhibit B

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

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Medicare & Medicaid Services (CMS) approved ICD diagnosis code

### d. MEDICAL NECESSITY

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

### e. COORDINATION OF CARE

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

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

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

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

### a. SERVICE AUTHORIZATION

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

### b. DOCUMENTATION REQUIREMENTS

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

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

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

### c. ASSESSMENT

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

### d. ICD-10

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

### e. PROBLEM LIST

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

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

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

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

### i. TELEHEALTH

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

## 3. CLIENT PROTECTIONS

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

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

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

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

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

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

### b. TIMELY ACCESS

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

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

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- 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

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- 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.

# 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

# 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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 6. Principle Six - Culturally Responsive

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

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

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

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

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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

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

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

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

## DOCUMENTATION STANDARDS FOR CLIENT RECORDS

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

### 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 client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
    - a physician
    - a licensed/ "waivered" psychologist
    - a licensed/ "associate" social worker
    - a licensed/ registered/marriage and family therapist or
    - a registered nurse
- In addition,
  - Client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.
  - Client signature on the plan will be used as the means by which the CONTRACTOR documents the participation of the client. When the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
  - The CONTRACTOR will give a copy of the client plan to the client 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



# 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



# 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.



# 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)

**CRISIS RESIDENTIAL TREATMENT (CRT)**  
**Central Stars Behavioral Health, Inc**  
**Fiscal Year (FY) 2023-24 (7/1/2023 to 6/30/2024)**

**PROGRAM EXPENSES**

| 1000: DIRECT SALARIES & BENEFITS                      |   |              |                   |                     |                     |
|---|---|--------------|-------------------|---------------------|---------------------|
| <b>Direct Employee Salaries</b>                       |   |              |                   |                     |                     |
| Acct #  | Administrative Position                       | FTE          | Admin             | Program             | Total               |
| 1101  | Administrator                                 | 0.37         | \$ 54,725         |                     | \$ 54,725           |
| 1102  | Director of Nursing                           | 0.05         | 6,500             |                     | 6,500               |
| 1103  | Clinical Supervisor                           | 0.45         | 45,000            |                     | 45,000              |
| 1104  | Human Resources (Manager/Coordinators/etc.)   | 0.52         | 28,221            |                     | 28,221              |
| 1105  | Quality Assurance (Manager/Coordinators/etc.) | 0.74         | 52,587            |                     | 52,587              |
| 1106  | Training (Manager/Coordinators/etc.)          | 0.26         | 17,522            |                     | 17,522              |
| 1107  | Administrative Service Coordinator            | 0.13         | 8,743             |                     | 8,743               |
| 1108  |   |              |                   |                     | -                   |
| 1109  |   |              |                   |                     | -                   |
| 1110  |   |              |                   |                     | -                   |
| 1111  |   |              |                   |                     | -                   |
| 1112  |   |              |                   |                     | -                   |
| 1113  |   |              |                   |                     | -                   |
| 1114  |   |              |                   |                     | -                   |
| 1115  |   |              |                   |                     | -                   |
| <b>Direct Personnel Admin Salaries Subtotal</b>       |   | <b>2.52</b>  | <b>\$ 213,298</b> |                     | <b>\$ 213,298</b>   |
| Acct #  | Program Position                              | FTE          | Admin             | Program             | Total               |
| 1116  | Program Manager                               | 1.00         |                   | \$ 75,842           | \$ 75,842           |
| 1117  | Program Coordinator                           | 1.00         |                   | 69,439              | 69,439              |
| 1118  | Recovery Counselor                            | 9.00         |                   | 369,907             | 369,907             |
| 1119  | Mental Health Specialist                      | 2.50         |                   | 194,688             | 194,688             |
| 1120  | Resource Specialist                           | 1.00         |                   | 53,993              | 53,993              |
| 1121  | Peer Counselor                                | 1.00         |                   | 45,319              | 45,319              |
| 1122  | LVN/LPT                                       | 4.50         |                   | 311,501             | 311,501             |
| 1123  | Household Coach                               | 2.00         |                   | 80,990              | 80,990              |
| 1124  | Clerk, Unit / EMR                             | 1.00         |                   | 45,319              | 45,319              |
| 1125  |   |              |                   | -                   | -                   |
| 1126  |   |              |                   | -                   | -                   |
| 1127  |   |              |                   | -                   | -                   |
| 1128  |   |              |                   | -                   | -                   |
| 1129  |   |              |                   | -                   | -                   |
| 1130  |   |              |                   | -                   | -                   |
| 1131  |   |              |                   | -                   | -                   |
| 1132  |   |              |                   | -                   | -                   |
| 1133  |   |              |                   | -                   | -                   |
| 1134  |   |              |                   | -                   | -                   |
| <b>Direct Personnel Program Salaries Subtotal</b>     |   | <b>23.00</b> |                   | <b>\$ 1,246,998</b> | <b>\$ 1,246,998</b> |
|   |   |              | <b>Admin</b>      | <b>Program</b>      | <b>Total</b>        |
| <b>Direct Personnel Salaries Subtotal</b>             |   | <b>25.52</b> | <b>\$ 213,298</b> | <b>\$ 1,246,998</b> | <b>\$ 1,460,296</b> |
| <b>Direct Employee Benefits</b>                       |   |              |                   |                     |                     |
| Acct #  | Description                                   |              | Admin             | Program             | Total               |
| 1201  | Retirement                                    |              | \$ 5,119          | \$ 29,928           | \$ 35,047           |
| 1202  | Worker's Compensation                         |              | 4,266             | 24,940              | 29,206              |
| 1203  | Health Insurance                              |              | 26,662            | 155,875             | 182,537             |
| 1204  | Other (specify)                               |              | -                 | -                   | -                   |
| 1205  | Other (specify)                               |              | -                 | -                   | -                   |
| 1206  | Other (specify)                               |              | -                 | -                   | -                   |
| <b>Direct Employee Benefits Subtotal:</b>             |   |              | <b>\$ 36,047</b>  | <b>\$ 210,743</b>   | <b>\$ 246,790</b>   |
| <b>Direct Payroll Taxes &amp; Expenses:</b>           |   |              |                   |                     |                     |
| Acct #  | Description                                   |              | Admin             | Program             | Total               |
| 1301  | OASDI   |              | \$ 13,224         | \$ 77,314           | \$ 90,538           |
| 1302  | FICA/MEDICARE                                 |              | 3,234             | 19,369              | 22,603              |
| 1303  | SUI   |              | 547               | 4,991               | 5,538               |
| 1304  | Other (specify)                               |              | -                 | -                   | -                   |
| 1305  | Other (specify)                               |              | -                 | -                   | -                   |
| 1306  | Other (specify)                               |              | -                 | -                   | -                   |
| <b>Direct Payroll Taxes &amp; Expenses Subtotal:</b>  |   |              | <b>\$ 17,005</b>  | <b>\$ 101,674</b>   | <b>\$ 118,680</b>   |
| <b>DIRECT EMPLOYEE SALARIES &amp; BENEFITS TOTAL:</b> |   |              | <b>\$ 266,351</b> | <b>\$ 1,559,415</b> | <b>\$ 1,825,766</b> |

| DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE: | Admin | Program |
|---|-------|---------|
|   | 15%   | 85%     |

| 2000: DIRECT CLIENT SUPPORT     |                                 |                   |
|---------------------------------|---------------------------------|-------------------|
| Acct #                          | Line Item Description           | Amount            |
| 2001                            | Child Care                      | \$ -              |
| 2002                            | Client Housing Support          | -                 |
| 2003                            | Client Transportation & Support | 2,655             |
| 2004                            | Clothing, Food, & Hygiene       | 85,500            |
| 2005                            | Education Support               |                   |
| 2006                            | Employment Support              | -                 |
| 2007                            | Household Items for Clients     | 1,088             |
| 2008                            | Medication Supports             |                   |
| 2009                            | Program Supplies - Medical      | 15,000            |
| 2010                            | Utility Vouchers                |                   |
| 2011                            | Nutritional Services            | 3,297             |
| 2012                            | Medical Waste Disposal          | 2,085             |
| 2013                            | Client Activities               | 635               |
| 2014                            | Client Needs                    | 500               |
| 2015                            | Other (specify)                 | -                 |
| 2016                            | Other (specify)                 | -                 |
| <b>DIRECT CLIENT CARE TOTAL</b> |                                 | <b>\$ 110,760</b> |

| 3000: DIRECT OPERATING EXPENSES         |                                      |                   |
|---|--------------------------------------|-------------------|
| Acct #                                  | Line Item Description                | Amount            |
| 3001                                    | Telecommunications                   | \$ 33,754         |
| 3002                                    | Printing/Postage                     | 13,120            |
| 3003                                    | Office, Household & Program Supplies | 17,839            |
| 3004                                    | Advertising                          | -                 |
| 3005                                    | Staff Development & Training         | 2,422             |
| 3006                                    | Staff Mileage                        | 372               |
| 3007                                    | Subscriptions & Memberships          | -                 |
| 3008                                    | Vehicle Maintenance                  | 9,733             |
| 3009                                    | Recruitment                          | 13,897            |
| 3010                                    | Business License                     | 3,063             |
| 3011                                    | Liability Insurance                  | 24,000            |
| 3012                                    | Other (specify)                      | -                 |
| <b>DIRECT OPERATING EXPENSES TOTAL:</b> |                                      | <b>\$ 118,200</b> |

| 4000: DIRECT FACILITIES & EQUIPMENT       |                       |                  |
|---|-----------------------|------------------|
| Acct #                                    | Line Item Description | Amount           |
| 4001                                      | Building Maintenance  | \$ 15,552        |
| 4002                                      | Rent/Lease Building   | 2,479            |
| 4003                                      | Rent/Lease Equipment  | -                |
| 4004                                      | Rent/Lease Vehicles   | -                |
| 4005                                      | Security              | -                |
| 4006                                      | Utilities             | 45,347           |
| 4007                                      | Depreciation          | 5,736            |
| 4008                                      | Other (specify)       | -                |
| 4009                                      | Other (specify)       | -                |
| 4010                                      | Other (specify)       | -                |
| <b>DIRECT FACILITIES/EQUIPMENT TOTAL:</b> |                       | <b>\$ 69,114</b> |

| 5000: DIRECT SPECIAL EXPENSES         |   |                   |
|---------------------------------------|---|-------------------|
| Acct #                                | Line Item Description                       | Amount            |
| 5001                                  | Consultant (Network & Data Management)      |                   |
| 5002                                  | HMIS (Health Management Information System) | -                 |
| 5003                                  | Contractual/Consulting Services (Specify)   | 114,180           |
| 5004                                  | Translation Services                        | 573               |
| 5005                                  | Centralized Services Program                | 96,250            |
| 5006                                  | Other (specify)                             | -                 |
| 5007                                  | Other (specify)                             | -                 |
| 5008                                  | Other (specify)                             | -                 |
| <b>DIRECT SPECIAL EXPENSES TOTAL:</b> |   | <b>\$ 211,003</b> |

| 6000: INDIRECT EXPENSES |   |            |
|-------------------------|---|------------|
| Acct #                  | Line Item Description   | Amount     |
|                         | Administrative Overhead   |            |
| 6001                    | Use this line and only this line for approved indirect cost rate        | \$ -       |
|                         | Administrative Overhead   |            |
| 6002                    | Professional Liability Insurance  | -          |
| 6003                    | Accounting/Bookkeeping  | -          |
| 6004                    | External Audit  | 5,657      |
| 6005                    | Insurance (Specify):  |            |
| 6006                    | Payroll Services  | 500        |
| 6007                    | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) |            |
| 6008                    | Personnel (Indirect Salaries & Benefits)                                |            |
| 6009                    | Centralized Fiscal Services .05   | 118,250    |
| 6010                    | Centralized Services Admin  | 248,875    |
| 6011                    | Other (specify)   | -          |
| 6012                    | Other (specify)   | -          |
| 6013                    | Other (specify)   | -          |
| INDIRECT EXPENSES TOTAL |   | \$ 373,282 |

|                    |        |
|--------------------|--------|
| INDIRECT COST RATE | 15.71% |
|--------------------|--------|

| 7000: DIRECT FIXED ASSETS   |  |           |
|-----------------------------|--|-----------|
| Acct #                      | Line Item Description  | Amount    |
| 7001                        | Computer Equipment & Software                                | \$ 41,875 |
| 7002                        | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | -         |
| 7003                        | Furniture & Fixtures   | -         |
| 7004                        | Leasehold/Tenant/Building Improvements                       | -         |
| 7005                        | Other Assets over \$500 with Lifespan of 2 Years +           | -         |
| 7006                        | Assets over \$5,000/unit (Specify)                           | -         |
| 7007                        | Other (specify)  | -         |
| 7008                        | Other (specify)  | -         |
| FIXED ASSETS EXPENSES TOTAL |  | \$ 41,875 |

|                        |              |
|------------------------|--------------|
| TOTAL PROGRAM EXPENSES | \$ 2,750,000 |
|------------------------|--------------|

**PROGRAM FUNDING SOURCES**

| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)                               |                       |               |      |              |
|---|-----------------------|---------------|------|--------------|
| Acct #  | Line Item Description | Service Units | Rate | Amount       |
| 8001  |                       |               | -    | \$ -         |
| 8002  |                       |               | -    | -            |
| 8003  |                       |               | -    | -            |
| 8004  |                       |               | -    | -            |
| 8005  |                       |               | -    | -            |
| 8006  |                       |               | -    | -            |
| 8007  |                       |               | -    | -            |
| 8008  |                       |               | -    | -            |
| 8009  |                       |               | -    | -            |
| 8010  |                       |               |      |              |
| Estimated Specialty Mental Health Services Billing Totals:                                  |                       | 0             |      | \$ 2,750,000 |
| Estimated % of Clients who are Medi-Cal Beneficiaries                                       |                       |               |      | 90%          |
| Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries |                       |               |      | 2,475,000    |
| Federal Financial Participation (FFP) %   |                       |               | 50%  | 1,237,500    |
| MEDI-CAL FFP TOTAL  |                       |               |      | \$ 1,237,500 |

| 8100 - SUBSTANCE USE DISORDER FUNDS |                       |        |
|-------------------------------------|-----------------------|--------|
| Acct #                              | Line Item Description | Amount |
| 8101                                | Drug Medi-Cal         | \$ -   |
| 8102                                | SABG                  | \$ -   |
| SUBSTANCE USE DISORDER FUNDS TOTAL  |                       | \$ -   |

| 8200 - REALIGNMENT |                       |              |
|--------------------|-----------------------|--------------|
| Acct #             | Line Item Description | Amount       |
| 8201               | Realignment           | \$ 1,512,500 |
| REALIGNMENT TOTAL  |                       | \$ 1,512,500 |

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) |  |                   |        |
|---|--|-------------------|--------|
| Acct #                                  | MHSA Component                         | MHSA Program Name | Amount |
| 8301                                    | CSS - Community Services & Supports    |                   | \$ -   |
| 8302                                    | PEI - Prevention & Early Intervention  |                   | -      |
| 8303                                    | INN - Innovations                      |                   | -      |
| 8304                                    | WET - Workforce Education & Training   |                   | -      |
| 8305                                    | CFTN - Capital Facilities & Technology |                   | -      |
| MHSA TOTAL                              |  |                   | \$ -   |

| 8400 - OTHER REVENUE           |                       |              |
|--------------------------------|-----------------------|--------------|
| Acct #                         | Line Item Description | Amount       |
| 8401                           | Client Fees           | \$ -         |
| 8402                           | Client Insurance      | -            |
| 8403                           | Grants (Specify)      | -            |
| 8404                           | Other (Specify)       | -            |
| 8405                           | Other (Specify)       | -            |
| OTHER REVENUE TOTAL            |                       | \$ -         |
| TOTAL PROGRAM FUNDING SOURCES: |                       | \$ 2,750,000 |
| NET PROGRAM COST:              |                       | \$ -         |

**CRISIS RESIDENTIAL TREATMENT (CRT)**  
**Central Stars Behavioral Health, Inc**  
**Fiscal Year (FY) 2023-24 (7/1/2023 to 6/30/2024)**

**PARTIAL FTE DETAIL**

For all positions with FTE's split among multiple programs/contracts the below must be filled out

| Position      | Contract #/Name/Department/County   | FTE %       |
|---------------|-------------------------------------|-------------|
| Administrator | Crisis_Residential_Treatment_Fresno | 0.37        |
| Administrator | Psychiatric_Health_Facility_Fresno  | 0.63        |
|               |                                     |             |
|               |                                     |             |
|               |                                     |             |
| <b>Total</b>  |                                     | <b>1.00</b> |

| Position            | Contract #/Name/Department/County   | FTE %       |
|---------------------|-------------------------------------|-------------|
| Clinical Supervisor | Crisis_Residential_Treatment_Fresno | 0.45        |
| Clinical Supervisor | Crisis_Residential_Unit             | 0.55        |
|                     |                                     |             |
|                     |                                     |             |
|                     |                                     |             |
| <b>Total</b>        |                                     | <b>1.00</b> |

| Position            | Contract #/Name/Department/County    | FTE %       |
|---------------------|--------------------------------------|-------------|
| Director of Nursing | Child_Welfare_Mental_Health_Services | 0.10        |
| Director of Nursing | CBHST - STANISLAUS                   | 0.10        |
| Director of Nursing | Crisis_Residential_Treatment_Fresno  | 0.05        |
| Director of Nursing | Crisis_Residential_Unit              | 0.45        |
| Director of Nursing | Psychiatric_Health_Facility_Fresno   | 0.10        |
| Director of Nursing | Full_Service_Partnership_TAY_Fresno  | 0.10        |
| Director of Nursing | Teammates_Wraparound_Fresno          | 0.10        |
| <b>Total</b>        |                                      | <b>1.00</b> |

| Position                           | Contract #/Name/Department/County    | FTE %       |
|------------------------------------|--------------------------------------|-------------|
| Administrative Service Coordinator | Child_Welfare_Mental_Health_Services | 0.19        |
| Administrative Service Coordinator | CBHST - STANISLAUS                   | 0.10        |
| Administrative Service Coordinator | Crisis_Residential_Treatment_Fresno  | 0.13        |
| Administrative Service Coordinator | Crisis_Residential_Unit              | 0.13        |
| Administrative Service Coordinator | Psychiatric_Health_Facility_Fresno   | 0.18        |
| Administrative Service Coordinator | Full_Service_Partnership_TAY_Fresno  | 0.08        |
| Administrative Service Coordinator | Teammates_Wraparound_Fresno          | 0.19        |
| <b>Total</b>                       |                                      | <b>1.00</b> |

| Position                                   | Contract #/Name/Department/County    | FTE %       |
|--|--------------------------------------|-------------|
| Human Resources (Manager/Coordinators/etc) | Child_Welfare_Mental_Health_Services | 0.76        |
| Human Resources (Manager/Coordinators/etc) | CBHST - STANISLAUS                   | 0.40        |
| Human Resources (Manager/Coordinators/etc) | Crisis_Residential_Treatment_Fresno  | 0.52        |
| Human Resources (Manager/Coordinators/etc) | Crisis_Residential_Unit              | 0.52        |
| Human Resources (Manager/Coordinators/etc) | Psychiatric_Health_Facility_Fresno   | 0.72        |
| Human Resources (Manager/Coordinators/etc) | Full_Service_Partnership_TAY_Fresno  | 0.32        |
| Human Resources (Manager/Coordinators/etc) | Teammates_Wraparound_Fresno          | 0.76        |
| <b>Total</b>                               |                                      | <b>4.00</b> |

| Position                                     | Contract #/Name/Department/County   | FTE %       |
|--|-------------------------------------|-------------|
| Quality Assurance (Manager/Coordinators/etc) | Crisis_Residential_Treatment_Fresno | 0.74        |
| Quality Assurance (Manager/Coordinators/etc) | Psychiatric_Health_Facility_Fresno  | 1.26        |
|  |                                     |             |
|  |                                     |             |
|  |                                     |             |
| <b>Total</b>                                 |                                     | <b>2.00</b> |

| Position                             | Contract #/Name/Department/County    | FTE % |
|--------------------------------------|--------------------------------------|-------|
| Training (Manager/Coordinators/etc.) | Child_Welfare_Mental_Health_Services | 0.38  |

|                                      |                                     |             |
|--------------------------------------|-------------------------------------|-------------|
| Training (Manager/Coordinators/etc.) | CBHST - STANISLAUS                  | 0.20        |
| Training (Manager/Coordinators/etc.) | Crisis_Residential_Treatment_Fresno | 0.26        |
| Training (Manager/Coordinators/etc.) | Crisis_Residential_Unit             | 0.26        |
| Training (Manager/Coordinators/etc.) | Psychiatric_Health_Facility_Fresno  | 0.36        |
| Training (Manager/Coordinators/etc.) | Full_Service_Partnership_TAY_Fresno | 0.16        |
| Training (Manager/Coordinators/etc.) | Teammates_Wraparound_Fresno         | 0.38        |
| <b>Total</b>                         |                                     | <b>2.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position | Contract #/Name/Department/County | FTE % |
|----------|-----------------------------------|-------|
|          |                                   |       |
|          |                                   |       |



**CRISIS RESIDENTIAL TREATMENT (CRT)**  
**Central Stars Behavioral Health, Inc**  
**Fiscal Year (FY) 2023-24 (7/1/2023 to 6/30/2024) Budget Narrative**

| PROGRAM EXPENSE                             |   |                  |   |
|---|---|------------------|---|
| ACCT #                                      | LINE ITEM                                     | AMT              | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE   |
| <b>1000: DIRECT SALARIES &amp; BENEFITS</b> |   | <b>1,825,766</b> |   |
| <b>Administrative Positions</b>             |   | <b>213,298</b>   |   |
| 1101  | Administrator                                 | 54,725           | Administrator manages the overall day-to-day operation of the adolescent Psychiatric Health Facility (PHF) and Crisis Residential Treatment (CRT). Assures compliance with Federal, State, County and local laws and regulations. Oversees and assures that there is a comprehensive quality treatment program and supervision for all patients. Manages all employee relations. The Administrator represents the CSBH agency and its programs to governmental agencies and the community.  |
| 1102  | Director of Nursing                           | 6,500            | The Director of Nursing will provide support and assistance to manager and LVNs/LPTs as needed.   |
| 1103  | Clinical Supervisor                           | 45,000           | This position has primary responsibility for oversight of mental health services, case management services, and client support services to the children, adults and their families who are enrolled in the Central Star Crisis Residential Treatment Facility and Crisis Residential Unit Program, The Clinical Supervisor reports to and collaborates with the Program Manager who has oversight of these programs.  |
| 1104  | Human Resources (Manager/Coordinators/etc.)   | 28,221           | Human Resource staff manages all human resource clerical and administrative tasks for the program staff. These positions are responsible for supporting the development of a positive working environment to enhance agency success and reduce legal risk, as well as management team support and consultation, employee relations, interpretation and administration of HR policies and procedures, staff recruitment and selection, compensation, and employee benefits etc.  |
| 1105  | Quality Assurance (Manager/Coordinators/etc.) | 52,587           | Quality Assurance staff manages all Quality Assurance tasks for the program, which includes records management, documentation, and service audits for compliance to Medi-Cal and internal requirements. They are responsible for utilization review and assisting in medical record management by gathering and analyzing agency data and   |
| 1106  | Training (Manager/Coordinators/etc.)          | 17,522           | Training staff develops and coordinates the provision of new employee orientation, required in-service training, and specialized clinical training to employees. Training staff regularly provides trainings, develops, and maintains systems to track in-service attendance. Training staff develops opportunities to host trainings for other professionals or participate with other organizations in providing such trainings.  |
| 1107  | Administrative Service Coordinator            | 8,743            | The primary function of this position is oversight of administrative functions of referral process within Central Star Services. This position works closely with program leadership and Quality Assurance to ensure operational and systemic consistency of referral process for the Programs.   |
| 1108  | 0   | -                |   |
| 1109  | 0   | -                |   |
| 1110  | 0   | -                |   |
| 1111  | 0   | -                |   |
| 1112  | 0   | -                |   |
| 1113  | 0   | -                |   |
| 1114  | 0   | -                |   |
| 1115  | 0   | -                |   |
| <b>Program Positions</b>                    |   | <b>1,246,998</b> |   |
| 1116  | Program Manager                               | 75,842           | Program Manager provides supervision of mental health and other support staff and has responsibility for planning and oversight of CRT program services delivery. Acts as a resource for therapists on issues related to treatment on specific cases or types of cases, review treatment plans and therapeutic techniques utilized, ensure that therapists provide treatment within the scope of licensure.   |
| 1117  | Program Coordinator                           | 69,439           | The CRT Program Coordinator assists the CRT Program Manager in directing the activities of assigned non-licensed personnel who provide direct client care services to residents of the Central Star Crisis Resident Treatment Facility on a 24-hour 7 day a week basis.   |
| 1118  | Recovery Counselor                            | 369,907          | The Recovery Counselors are para-professional treatment team members who are responsible for providing direct care to meet the physical and psychosocial needs of the clients through direct and indirect physical and verbal interaction. Duties are performed under direct supervision of the Program Manager, or designee in most cases, but some tasks are accomplished independently. Recovery Counselors are peers and individuals with lived experiences. Are also responsible for working with families to provide support and education, and advocacy. Attends team meetings and participates in development of CRT. |

| PROGRAM EXPENSE                                     |                                 |         |  |
|---|---------------------------------|---------|--|
| ACCT #  | LINE ITEM                       | AMT     | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE  |
| 1119  | Mental Health Specialist        | 194,688 | The MH Specialists has primary responsibility as clinical therapist and serves as the primary point of contact for case management. Will assess residents at start of treatment; develop and maintain CRT; and lead residents towards the fulfillment of CRT. Will coordinate the care and lead treatment based on each resident's choice; collect all documentation needed to develop CRTs with residents and support people; provide treatment using EBPs, e.g., individual/group services, crisis intervention, family therapy, case management, and family support.  |
| 1120  | Resource Specialist             | 53,993  | Resource Specialists helps coordinate and develop community resources for all participants, including housing, vocational, educational services, transportation, and other social support services.  |
| 1121  | Peer Counselor                  | 45,319  | The Peer Counselors help consumers explore options given their available resources and formulate problem-solving plans. They also serve as informal counselors, offering consumers the opportunity to discuss issues surrounding relationships, feelings, attitudes, personal goals, and individual rights. Sometimes Peer Counselors help people learn independent living skills such as money management or various household skills.  |
| 1122  | LVN/LPT                         | 311,501 | The LVN/LPT will maintain professional standards for medical management, including providing nursing assessments, dispensing of medication, and monitoring of side effects. Provide direct care including medication assessments and manage confidential health information. Essential responsibilities include completing resident medication intake/preparation for psychiatric care/evaluations and coordinating with psychiatric provider; evaluating residents for potential medication side effects and reporting to psychiatric provider; coordinating resident care by maintaining direct contact with psychiatric provider; and ensuring medication administration protocols are met. |
| 1123  | Household Coach                 | 80,990  | The Household coaches act as a "single point of responsibility" for residents for skill development such as cooking, cleaning or other home related tasks. The Household Coaches are available as appropriate to resident needs, providing residents with individualized attention, and offering intensive services and support when needed. Household coaches does not supervise staff, but will work directly with residents based on their care plan or needs.  |
| 1124  | Clerk, Unit / EMR               | 45,319  | The Clerk will be a receptionist, order supplies, perform clerical tasks for the managers and supervisors and maintain medical record for audits.  |
| 1125  | 0                               | -       |  |
| 1126  | 0                               | -       |  |
| 1127  | 0                               | -       |  |
| 1128  | 0                               | -       |  |
| 1129  | 0                               | -       |  |
| 1130  | 0                               | -       |  |
| 1131  | 0                               | -       |  |
| 1132  | 0                               | -       |  |
| 1133  | 0                               | -       |  |
| 1134  | 0                               | -       |  |
| <b>Direct Employee Benefits</b>                     |                                 |         |  |
| 1201  | Retirement                      | 35,047  | Employee ESOP and 401K   |
| 1202  | Worker's Compensation           | 29,206  | Workers Compensation   |
| 1203  | Health Insurance                | 182,537 | Medical, Dental, and Vision coverage   |
| 1204  | Other (specify)                 | -       |  |
| 1205  | Other (specify)                 | -       |  |
| 1206  | Other (specify)                 | -       |  |
| <b>Direct Payroll Taxes &amp; Expenses: 118,680</b> |                                 |         |  |
| 1301  | OASDI                           | 90,538  | Payroll Taxes  |
| 1302  | FICA/MEDICARE                   | 22,603  | Payroll Taxes  |
| 1303  | SUI                             | 5,538   | Payroll Taxes  |
| 1304  | Other (specify)                 | -       |  |
| 1305  | Other (specify)                 | -       |  |
| 1306  | Other (specify)                 | -       |  |
| <b>2000: DIRECT CLIENT SUPPORT 110,760</b>          |                                 |         |  |
| 2001  | Child Care                      | -       |  |
| 2002  | Client Housing Support          | -       |  |
| 2003  | Client Transportation & Support | 2,655   | Transportation for clients to various community social resources and support.  |
| 2004  | Clothing, Food, & Hygiene       | 85,500  | Cover cost of food, water, clothing, toiletries, and hygiene products for clients.   |
| 2005  | Education Support               | -       |  |
| 2006  | Employment Support              | -       |  |

| PROGRAM EXPENSE |                             |        |   |
|-----------------|-----------------------------|--------|---|
| ACCT #          | LINE ITEM                   | AMT    | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE   |
| 2007            | Household Items for Clients | 1,088  | Cleaning supplies for client rooms, bathrooms, kitchen and office                                     |
| 2008            | Medication Supports         | -      |   |
| 2009            | Program Supplies - Medical  | 15,000 | Annual cost for RX meds w/o medical reimbursement and medical supplies (OTC meds, first aid supplies) |
| 2010            | Utility Vouchers            | -      |   |
| 2011            | Nutritional Services        | 3,297  | Consultant services to maintain healthy dietary requirements of clients                               |
| 2012            | Medical Waste Disposal      | 2,085  | Stericycle services   |
| 2013            | Client Activities           | 635    | Client therapeutic supplies   |
| 2014            | Client Needs                | 500    | Cost of Birth certificate, DMV IDs, and different County and State documents as needed.               |
| 2015            | Other (specify)             | -      |   |
| 2016            | Other (specify)             | -      |   |

| 3000: DIRECT OPERATING EXPENSES |                                      | 118,200 |  |
|---------------------------------|--------------------------------------|---------|--|
| 3001                            | Telecommunications                   | 33,754  | This is the cost of telephone, cable, internet services, budget includes employee phone/internet reimbursement and software. |
| 3002                            | Printing/Postage                     | 13,120  | This category includes copier lease cost, overages, and toner, the cost has been budgeted based on our current lease.        |
| 3003                            | Office, Household & Program Supplies | 17,839  | This includes the cost of facility supplies such as office, kitchen, rooms, and recreational areas.                          |
| 3004                            | Advertising                          | -       |  |
| 3005                            | Staff Development & Training         | 2,422   | This cost comprises the on-going program-required education, training, and materials for the new staff.                      |
| 3006                            | Staff Mileage                        | 372     | Staff travel mileage reimbursement, vehicle gas reimbursement for education and training, and program needs.                 |
| 3007                            | Subscriptions & Memberships          | -       |  |
| 3008                            | Vehicle Maintenance                  | 9,733   | Vehicle maintenance  |
| 3009                            | Recruitment                          | 13,897  | This is the cost of recruitment and hiring to cover for staff turnover over the course of the program.                       |
| 3010                            | Business License                     | 3,063   | Includes business license, Bulletin Board System, The Joint Commission, and property taxes.                                  |
| 3011                            | Liability Insurance                  | 24,000  | Practice and property liability insurance per employee per year  |
| 3012                            | Other (specify)                      | -       |  |

| 4000: DIRECT FACILITIES & EQUIPMENT |                      | 69,114 |  |
|-------------------------------------|----------------------|--------|--|
| 4001                                | Building Maintenance | 15,552 | County's building allocated maintenance cost per County Contract                                     |
| 4002                                | Rent/Lease Building  | 2,479  | Shared Administration staff building lease allocation  |
| 4003                                | Rent/Lease Equipment | -      |  |
| 4004                                | Rent/Lease Vehicles  | -      |  |
| 4005                                | Security             | -      |  |
| 4006                                | Utilities            | 45,347 | County's building allocated utilities cost per County Contract and shared building charge allocation |
| 4007                                | Depreciation         | 5,736  | Vehicle depreciation   |
| 4008                                | Other (specify)      | -      |  |
| 4009                                | Other (specify)      | -      |  |
| 4010                                | Other (specify)      | -      |  |

| 5000: DIRECT SPECIAL EXPENSES |   | 211,003 |  |
|-------------------------------|---|---------|--|
| 5001                          | Consultant (Network & Data Management)      | -       |  |
| 5002                          | HMIS (Health Management Information System) | -       |  |
| 5003                          | Contractual/Consulting Services (Specify)   | 114,180 | Medication and behavioral support in conjunction with Nurse Practitioner   |
| 5004                          | Translation Services                        | 573     | Client translation fees as needed.   |
| 5005                          | Centralized Services Program                | 96,250  | This cost is comprised of the SBHG corporate and regional support in areas including Program Development and Evaluation, Quality & Compliance, and Training. The cost of this support is allocated to all programs utilizing standard accounting practices and is budgeted at approximately at 6.5% of total program salaries. |
| 5006                          | Other (specify)                             | -       |  |
| 5007                          | Other (specify)                             | -       |  |
| 5008                          | Other (specify)                             | -       |  |

| 6000: INDIRECT EXPENSES |   | 373,282 |  |
|-------------------------|---|---------|--|
| 6001                    | Administrative Overhead                           | -       |  |
| 6002                    | Professional Liability Insurance                  | -       |  |
| 6003                    | Accounting/Bookkeeping                            | -       |  |
| 6004                    | External Audit                                    | 5,657   | Cost for required external CPA firm audit. |
| 6005                    | Insurance (Specify):                              | -       |  |
| 6006                    | Payroll Services                                  | 500     | ADP fee for payroll checks.                |
| 6007                    | Depreciation (Provider-Owned Equipment to be Used | -       |  |
| 6008                    | Personnel (Indirect Salaries & Benefits)          | -       |  |

| PROGRAM EXPENSE |                                 |         |   |
|-----------------|---------------------------------|---------|---|
| ACCT #          | LINE ITEM                       | AMT     | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE   |
| 6009            | Centralized Fiscal Services .05 | 118,250 | As a profit provider, Central Star has no ability to do fund raising to offset unallowable costs such as income taxes as well as denials and other unreimbursed services. This line item provides a cushion to mitigate this exposure. Calculated at no more than 5% of total program expenses less Centralized services - Administrative.  |
| 6010            | Centralized Services Admin      | 248,875 | Allocation from Stars Behavioral Health Group. It covers operations administration, information technology, human resources, communications, finance, and associated fringe benefits and expenses. SBHG oversight ensures consistency with our quality standards and policies and procedures. The cost is developed from allocating the SBHG costs among all the programs within all the SBHG companies based on standard accounting practices. This economy of scale results in a significant savings for all SBHG programs. Rather than staffing each program for all necessary services above, the services are performed by fewer employees and then shared among all SBHG programs. Centralized Admin is calculated at no more than 10% of total budget. |
| 6011            | Other (specify)                 | -       |   |
| 6012            | Other (specify)                 | -       |   |
| 6013            | Other (specify)                 | -       |   |

| 7000: DIRECT FIXED ASSETS |   | 41,875 |                                    |
|---------------------------|---|--------|------------------------------------|
| 7001                      | Computer Equipment & Software                           | 41,875 | Computer equipment and IT software |
| 7002                      | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA | -      |                                    |
| 7003                      | Furniture & Fixtures                                    | -      |                                    |
| 7004                      | Leasehold/Tenant/Building Improvements                  | -      |                                    |
| 7005                      | Other Assets over \$500 with Lifespan of 2 Years +      | -      |                                    |
| 7006                      | Assets over \$5,000/unit (Specify)                      | -      |                                    |
| 7007                      | Other (specify)   | -      |                                    |
| 7008                      | Other (specify)   | -      |                                    |

| PROGRAM FUNDING SOURCES                                       |           |  |  |
|---|-----------|--|--|
| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) |           |  |  |
| ACCT #  | LINE ITEM | PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP |  |
| 8001  | 0         |  |  |
| 8002  | 0         |  |  |
| 8003  | 0         |  |  |
| 8004  | 0         |  |  |
| 8005  | 0         |  |  |
| 8006  | 0         |  |  |
| 8007  | 0         |  |  |
| 8008  | 0         |  |  |
| 8009  | 0         |  |  |
| 8010  | 0         |  |  |

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 2,750,000  
 TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 2,750,000  
 BUDGET CHECK: -

PROGRAM NAME  
Provider Name  
Fiscal Year (FY) 2024-25 (7/1/2024 to 6/30/2025)

**PROGRAM EXPENSES**

**1000: DIRECT SALARIES & BENEFITS**

**Direct Employee Salaries**

| Acct #  | Administrative Position                       | FTE         | Admin             | Program | Total             |
|---|---|-------------|-------------------|---------|-------------------|
| 1101  | Administrator                                 | 0.37        | \$ 55,820         |         | \$ 55,820         |
| 1102  | Director of Nursing                           | 0.05        | 6,630             |         | 6,630             |
| 1103  | Clinical Supervisor                           | 0.45        | 45,900            |         | 45,900            |
| 1104  | Human Resources (Manager/Coordinators/etc.)   | 0.52        | 28,785            |         | 28,785            |
| 1105  | Quality Assurance (Manager/Coordinators/etc.) | 0.74        | 53,639            |         | 53,639            |
| 1106  | Training (Manager/Coordinators/etc.)          | 0.26        | 17,872            |         | 17,872            |
| 1107  | Administrative Service Coordinator            | 0.13        | 8,918             |         | 8,918             |
| 1108  |   |             |                   |         | -                 |
| 1109  |   |             |                   |         | -                 |
| 1110  |   |             |                   |         | -                 |
| 1111  |   |             |                   |         | -                 |
| 1112  |   |             |                   |         | -                 |
| 1113  |   |             |                   |         | -                 |
| 1114  |   |             |                   |         | -                 |
| 1115  |   |             |                   |         | -                 |
| <b>Direct Personnel Admin Salaries Subtotal</b> |   | <b>2.52</b> | <b>\$ 217,564</b> |         | <b>\$ 217,564</b> |

| Acct #  | Program Position         | FTE          | Admin | Program             | Total               |
|---|--------------------------|--------------|-------|---------------------|---------------------|
| 1116  | Program Manager          | 1.00         |       | \$ 77,359           | \$ 77,359           |
| 1117  | Program Coordinator      | 1.00         |       | 70,827              | 70,827              |
| 1118  | Recovery Counselor       | 9.00         |       | 377,305             | 377,305             |
| 1119  | Mental Health Specialist | 2.50         |       | 198,582             | 198,582             |
| 1120  | Resource Specialist      | 1.00         |       | 55,073              | 55,073              |
| 1121  | Peer Counselor           | 1.00         |       | 46,225              | 46,225              |
| 1122  | LVN/LPT                  | 4.50         |       | 317,731             | 317,731             |
| 1123  | Household Coach          | 2.00         |       | 82,610              | 82,610              |
| 1124  | Clerk, Unit / EMR        | 1.00         |       | 46,225              | 46,225              |
| 1125  |                          |              |       | -                   | -                   |
| 1126  |                          |              |       | -                   | -                   |
| 1127  |                          |              |       | -                   | -                   |
| 1128  |                          |              |       | -                   | -                   |
| 1129  |                          |              |       | -                   | -                   |
| 1130  |                          |              |       | -                   | -                   |
| 1131  |                          |              |       | -                   | -                   |
| 1132  |                          |              |       | -                   | -                   |
| 1133  |                          |              |       | -                   | -                   |
| 1134  |                          |              |       | -                   | -                   |
| <b>Direct Personnel Program Salaries Subtotal</b> |                          | <b>23.00</b> |       | <b>\$ 1,271,938</b> | <b>\$ 1,271,938</b> |

|   | Admin        | Program             | Total               |
|---|--------------|---------------------|---------------------|
| <b>Direct Personnel Salaries Subtotal</b> | <b>25.52</b> | <b>\$ 1,271,938</b> | <b>\$ 1,489,502</b> |

**Direct Employee Benefits**

| Acct #                                    | Description           | Admin            | Program           | Total             |
|---|-----------------------|------------------|-------------------|-------------------|
| 1201                                      | Retirement            | \$ 5,222         | \$ 30,527         | \$ 35,748         |
| 1202                                      | Worker's Compensation | 4,351            | 25,439            | 29,790            |
| 1203                                      | Health Insurance      | 27,195           | 158,992           | 186,188           |
| 1204                                      | Other (specify)       | -                | -                 | -                 |
| 1205                                      | Other (specify)       | -                | -                 | -                 |
| 1206                                      | Other (specify)       | -                | -                 | -                 |
| <b>Direct Employee Benefits Subtotal:</b> |                       | <b>\$ 36,768</b> | <b>\$ 214,958</b> | <b>\$ 251,726</b> |

**Direct Payroll Taxes & Expenses:**

| Acct #   | Description     | Admin            | Program           | Total             |
|--|-----------------|------------------|-------------------|-------------------|
| 1301   | OASDI           | \$ 13,489        | \$ 78,860         | \$ 92,349         |
| 1302   | FICA/MEDICARE   | 3,296            | 19,731            | 23,027            |
| 1303   | SUI             | 547              | 4,991             | 5,538             |
| 1304   | Other (specify) | -                | -                 | -                 |
| 1305   | Other (specify) | -                | -                 | -                 |
| 1306   | Other (specify) | -                | -                 | -                 |
| <b>Direct Payroll Taxes &amp; Expenses Subtotal:</b> |                 | <b>\$ 17,332</b> | <b>\$ 103,582</b> | <b>\$ 120,914</b> |

| <b>DIRECT EMPLOYEE SALARIES &amp; BENEFITS TOTAL:</b> | Admin             | Program             | Total               |
|---|-------------------|---------------------|---------------------|
|   | <b>\$ 271,664</b> | <b>\$ 1,590,478</b> | <b>\$ 1,862,142</b> |

| <b>DIRECT EMPLOYEE SALARIES &amp; BENEFITS PERCENTAGE:</b> | Admin      | Program    |
|--|------------|------------|
|  | <b>15%</b> | <b>85%</b> |

**2000: DIRECT CLIENT SUPPORT**

| Acct #                          | Line Item Description           | Amount            |
|---------------------------------|---------------------------------|-------------------|
| 2001                            | Child Care                      | \$ -              |
| 2002                            | Client Housing Support          | -                 |
| 2003                            | Client Transportation & Support | 2,655             |
| 2004                            | Clothing, Food, & Hygiene       | 85,500            |
| 2005                            | Education Support               | -                 |
| 2006                            | Employment Support              | -                 |
| 2007                            | Household Items for Clients     | 1,088             |
| 2008                            | Medication Supports             | -                 |
| 2009                            | Program Supplies - Medical      | 15,000            |
| 2010                            | Utility Vouchers                | -                 |
| 2011                            | Nutritional Services            | 3,297             |
| 2012                            | Medical Waste Disposal          | 2,085             |
| 2013                            | Client Activities               | 635               |
| 2014                            | Client Needs                    | 500               |
| 2015                            | Other (specify)                 | -                 |
| 2016                            | Other (specify)                 | -                 |
| <b>DIRECT CLIENT CARE TOTAL</b> |                                 | <b>\$ 110,760</b> |

| 3000: DIRECT OPERATING EXPENSES         |                                      |                   |
|---|--------------------------------------|-------------------|
| Acct #                                  | Line Item Description                | Amount            |
| 3001                                    | Telecommunications                   | \$ 33,754         |
| 3002                                    | Printing/Postage                     | 13,120            |
| 3003                                    | Office, Household & Program Supplies | 17,839            |
| 3004                                    | Advertising                          | -                 |
| 3005                                    | Staff Development & Training         | 2,422             |
| 3006                                    | Staff Mileage                        | 372               |
| 3007                                    | Subscriptions & Memberships          | -                 |
| 3008                                    | Vehicle Maintenance                  | 9,733             |
| 3009                                    | Recruitment                          | 13,897            |
| 3010                                    | Business License                     | 3,063             |
| 3011                                    | Liability Insurance                  | 24,000            |
| 3012                                    | Other (specify)                      | -                 |
| <b>DIRECT OPERATING EXPENSES TOTAL:</b> |                                      | <b>\$ 118,200</b> |

| 4000: DIRECT FACILITIES & EQUIPMENT       |                       |                  |
|---|-----------------------|------------------|
| Acct #                                    | Line Item Description | Amount           |
| 4001                                      | Building Maintenance  | \$ 15,552        |
| 4002                                      | Rent/Lease Building   | 2,479            |
| 4003                                      | Rent/Lease Equipment  | -                |
| 4004                                      | Rent/Lease Vehicles   | -                |
| 4005                                      | Security              | -                |
| 4006                                      | Utilities             | 45,347           |
| 4007                                      | Depreciation          | 5,736            |
| 4008                                      | Other (specify)       | -                |
| 4009                                      | Other (specify)       | -                |
| 4010                                      | Other (specify)       | -                |
| <b>DIRECT FACILITIES/EQUIPMENT TOTAL:</b> |                       | <b>\$ 69,114</b> |

| 5000: DIRECT SPECIAL EXPENSES         |   |                   |
|---------------------------------------|---|-------------------|
| Acct #                                | Line Item Description                       | Amount            |
| 5001                                  | Consultant (Network & Data Management)      | \$ -              |
| 5002                                  | HMIS (Health Management Information System) | -                 |
| 5003                                  | Contractual/Consulting Services (Specify)   | 114,180           |
| 5004                                  | Translation Services                        | 573               |
| 5005                                  | Centralized Services Program                | 96,250            |
| 5006                                  | Other (specify)                             | -                 |
| 5007                                  | Other (specify)                             | -                 |
| 5008                                  | Other (specify)                             | -                 |
| <b>DIRECT SPECIAL EXPENSES TOTAL:</b> |   | <b>\$ 211,003</b> |

| 6000: INDIRECT EXPENSES |   |         |
|-------------------------|---|---------|
| Acct #                  | Line Item Description   | Amount  |
|                         | Administrative Overhead   |         |
| 6001                    | Use this line and only this line for approved indirect cost rate        | \$ -    |
|                         | Administrative Overhead   |         |
| 6002                    | Professional Liability Insurance  | -       |
| 6003                    | Accounting/Bookkeeping  | -       |
| 6004                    | External Audit  | 5,657   |
| 6005                    | Insurance (Specify):  |         |
| 6006                    | Payroll Services  | 500     |
| 6007                    | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) |         |
| 6008                    | Personnel (Indirect Salaries & Benefits)                                |         |
| 6009                    | Centralized Fiscal Services .05   | 101,124 |
| 6010                    | Centralized Services Admin  | 247,500 |
| 6011                    | Other (specify)   | -       |

|                                |                 |                   |
|--------------------------------|-----------------|-------------------|
| 6012                           | Other (specify) | -                 |
| 6013                           | Other (specify) | -                 |
| <b>INDIRECT EXPENSES TOTAL</b> |                 | <b>\$ 354,781</b> |

|                           |               |
|---------------------------|---------------|
| <b>INDIRECT COST RATE</b> | <b>14.81%</b> |
|---------------------------|---------------|

| <b>7000: DIRECT FIXED ASSETS</b>   |  |                  |
|------------------------------------|--|------------------|
| Acct #                             | Line Item Description  | Amount           |
| 7001                               | Computer Equipment & Software                                | \$ 24,000        |
| 7002                               | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | -                |
| 7003                               | Furniture & Fixtures   | -                |
| 7004                               | Leasehold/Tenant/Building Improvements                       | -                |
| 7005                               | Other Assets over \$500 with Lifespan of 2 Years +           | -                |
| 7006                               | Assets over \$5,000/unit (Specify)                           | -                |
| 7007                               | Other (specify)  | -                |
| 7008                               | Other (specify)  | -                |
| <b>FIXED ASSETS EXPENSES TOTAL</b> |  | <b>\$ 24,000</b> |

|                               |                     |
|-------------------------------|---------------------|
| <b>TOTAL PROGRAM EXPENSES</b> | <b>\$ 2,750,000</b> |
|-------------------------------|---------------------|

**PROGRAM FUNDING SOURCES**

| <b>8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)</b>                        |                       |               |      |                     |
|---|-----------------------|---------------|------|---------------------|
| Acct #  | Line Item Description | Service Units | Rate | Amount              |
| 8001  |                       |               |      | \$ -                |
| 8002  |                       |               |      | -                   |
| 8003  |                       |               |      | -                   |
| 8004  |                       |               |      | -                   |
| 8005  |                       |               |      | -                   |
| 8006  |                       |               |      | -                   |
| 8007  |                       |               |      | -                   |
| 8008  |                       |               |      | -                   |
| 8009  |                       |               |      | -                   |
| 8010  |                       |               |      | -                   |
| <b>Estimated Specialty Mental Health Services Billing Totals:</b>                           |                       | <b>0</b>      |      | <b>\$ 2,750,000</b> |
| Estimated % of Clients who are Medi-Cal Beneficiaries                                       |                       |               |      | 90%                 |
| Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries |                       |               |      | 2,475,000           |
| Federal Financial Participation (FFP) %   |                       |               |      | 50%                 |
|   |                       |               |      | 1,237,500           |
| <b>MEDI-CAL FFP TOTAL</b>   |                       |               |      | <b>\$ 1,237,500</b> |

| <b>8100 - SUBSTANCE USE DISORDER FUNDS</b> |                       |             |
|--|-----------------------|-------------|
| Acct #                                     | Line Item Description | Amount      |
| 8101                                       | Drug Medi-Cal         | \$ -        |
| 8102                                       | SABG                  | \$ -        |
| <b>SUBSTANCE USE DISORDER FUNDS TOTAL</b>  |                       | <b>\$ -</b> |

| <b>8200 - REALIGNMENT</b> |                       |                     |
|---------------------------|-----------------------|---------------------|
| Acct #                    | Line Item Description | Amount              |
| 8201                      | Realignment           | \$ 1,512,500        |
| <b>REALIGNMENT TOTAL</b>  |                       | <b>\$ 1,512,500</b> |

| <b>8300 - MENTAL HEALTH SERVICE ACT (MHSA)</b> |  |                   |             |
|--|--|-------------------|-------------|
| Acct #   | MHSA Component                         | MHSA Program Name | Amount      |
| 8301   | CSS - Community Services & Supports    |                   | \$ -        |
| 8302   | PEI - Prevention & Early Intervention  |                   | -           |
| 8303   | INN - Innovations                      |                   | -           |
| 8304   | WET - Workforce Education & Training   |                   | -           |
| 8305   | CFTN - Capital Facilities & Technology |                   | -           |
| <b>MHSA TOTAL</b>                              |  |                   | <b>\$ -</b> |

| <b>8400 - OTHER REVENUE</b> |                       |             |
|-----------------------------|-----------------------|-------------|
| Acct #                      | Line Item Description | Amount      |
| 8401                        | Client Fees           | \$ -        |
| 8402                        | Client Insurance      | -           |
| 8403                        | Grants (Specify)      | -           |
| 8404                        | Other (Specify)       | -           |
| 8405                        | Other (Specify)       | -           |
| <b>OTHER REVENUE TOTAL</b>  |                       | <b>\$ -</b> |

|                                       |                     |
|---------------------------------------|---------------------|
| <b>TOTAL PROGRAM FUNDING SOURCES:</b> | <b>\$ 2,750,000</b> |
|---------------------------------------|---------------------|

|                          |             |
|--------------------------|-------------|
| <b>NET PROGRAM COST:</b> | <b>\$ -</b> |
|--------------------------|-------------|

**PROGRAM NAME**  
**Provider Name**  
**Fiscal Year (FY) ####-##**

**PARTIAL FTE DETAIL**

For all positions with FTE's split among multiple programs/contracts the below must be filled out

| Position      | Contract #/Name/Department/County   | FTE %       |
|---------------|-------------------------------------|-------------|
| Administrator | Crisis_Residential_Treatment_Fresno | 0.37        |
| Administrator | Psychiatric_Health_Facility_Fresno  | 0.63        |
|               |                                     |             |
|               |                                     |             |
|               |                                     |             |
| <b>Total</b>  |                                     | <b>1.00</b> |

| Position            | Contract #/Name/Department/County   | FTE %       |
|---------------------|-------------------------------------|-------------|
| Clinical Supervisor | Crisis_Residential_Treatment_Fresno | 0.45        |
| Clinical Supervisor | Crisis_Residential_Unit             | 0.55        |
|                     |                                     |             |
|                     |                                     |             |
|                     |                                     |             |
| <b>Total</b>        |                                     | <b>1.00</b> |

| Position            | Contract #/Name/Department/County    | FTE %       |
|---------------------|--------------------------------------|-------------|
| Director of Nursing | Child_Welfare_Mental_Health_Services | 0.10        |
| Director of Nursing | CBHST - STANISLAUS                   | 0.10        |
| Director of Nursing | Crisis_Residential_Treatment_Fresno  | 0.05        |
| Director of Nursing | Crisis_Residential_Unit              | 0.45        |
| Director of Nursing | Psychiatric_Health_Facility_Fresno   | 0.10        |
| Director of Nursing | Full_Service_Partnership_TAY_Fresno  | 0.10        |
| Director of Nursing | Teammates_Wraparound_Fresno          | 0.10        |
| <b>Total</b>        |                                      | <b>1.00</b> |

| Position                           | Contract #/Name/Department/County    | FTE %       |
|------------------------------------|--------------------------------------|-------------|
| Administrative Service Coordinator | Child_Welfare_Mental_Health_Services | 0.19        |
| Administrative Service Coordinator | CBHST - STANISLAUS                   | 0.10        |
| Administrative Service Coordinator | Crisis_Residential_Treatment_Fresno  | 0.13        |
| Administrative Service Coordinator | Crisis_Residential_Unit              | 0.13        |
| Administrative Service Coordinator | Psychiatric_Health_Facility_Fresno   | 0.18        |
| Administrative Service Coordinator | Full_Service_Partnership_TAY_Fresno  | 0.08        |
| Administrative Service Coordinator | Teammates_Wraparound_Fresno          | 0.19        |
| <b>Total</b>                       |                                      | <b>1.00</b> |

| Position                                   | Contract #/Name/Department/County    | FTE %       |
|--|--------------------------------------|-------------|
| Human Resources (Manager/Coordinators/etc) | Child_Welfare_Mental_Health_Services | 0.76        |
| Human Resources (Manager/Coordinators/etc) | CBHST - STANISLAUS                   | 0.40        |
| Human Resources (Manager/Coordinators/etc) | Crisis_Residential_Treatment_Fresno  | 0.52        |
| Human Resources (Manager/Coordinators/etc) | Crisis_Residential_Unit              | 0.52        |
| Human Resources (Manager/Coordinators/etc) | Psychiatric_Health_Facility_Fresno   | 0.72        |
| Human Resources (Manager/Coordinators/etc) | Full_Service_Partnership_TAY_Fresno  | 0.32        |
| Human Resources (Manager/Coordinators/etc) | Teammates_Wraparound_Fresno          | 0.76        |
| <b>Total</b>                               |                                      | <b>4.00</b> |

| Position                                     | Contract #/Name/Department/County   | FTE %       |
|--|-------------------------------------|-------------|
| Quality Assurance (Manager/Coordinators/etc) | Crisis_Residential_Treatment_Fresno | 0.74        |
| Quality Assurance (Manager/Coordinators/etc) | Psychiatric_Health_Facility_Fresno  | 1.26        |
|  |                                     |             |
|  |                                     |             |
|  |                                     |             |
| <b>Total</b>                                 |                                     | <b>2.00</b> |

| Position                             | Contract #/Name/Department/County    | FTE % |
|--------------------------------------|--------------------------------------|-------|
| Training (Manager/Coordinators/etc.) | Child_Welfare_Mental_Health_Services | 0.38  |

|                                      |                                     |             |
|--------------------------------------|-------------------------------------|-------------|
| Training (Manager/Coordinators/etc.) | CBHST - STANISLAUS                  | 0.20        |
| Training (Manager/Coordinators/etc.) | Crisis_Residential_Treatment_Fresno | 0.26        |
| Training (Manager/Coordinators/etc.) | Crisis_Residential_Unit             | 0.26        |
| Training (Manager/Coordinators/etc.) | Psychiatric_Health_Facility_Fresno  | 0.36        |
| Training (Manager/Coordinators/etc.) | Full_Service_Partnership_TAY_Fresno | 0.16        |
| Training (Manager/Coordinators/etc.) | Teammates_Wraparound_Fresno         | 0.38        |
| <b>Total</b>                         |                                     | <b>2.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position     | Contract #/Name/Department/County | FTE %       |
|--------------|-----------------------------------|-------------|
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
|              |                                   |             |
| <b>Total</b> |                                   | <b>0.00</b> |

| Position | Contract #/Name/Department/County | FTE % |
|----------|-----------------------------------|-------|
|          |                                   |       |
|          |                                   |       |



**CRISIS RESIDENTIAL TREATMENT (CRT)**  
**Central Stars Behavioral Health, Inc**  
**Fiscal Year (FY) 2024-25 (7/1/2024 to 6/30/2025) Budget Narrative**

| PROGRAM EXPENSE                             |   |                  |   |
|---|---|------------------|---|
| ACCT #                                      | LINE ITEM                                     | AMT              | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE   |
| <b>1000: DIRECT SALARIES &amp; BENEFITS</b> |   | <b>1,862,142</b> |   |
| <b>Administrative Positions</b>             |   | <b>217,564</b>   |   |
| 1101  | Administrator                                 | 55,820           | Administrator manages the overall day-to-day operation of the adolescent Psychiatric Health Facility (PHF) and Crisis Residential Treatment (CRT). Assures compliance with Federal, State, County and local laws and regulations. Oversees and assures that there is a comprehensive quality treatment program and supervision for all patients. Manages all employee relations. The Administrator represents the CSBH agency and its programs to governmental agencies and the community.  |
| 1102  | Director of Nursing                           | 6,630            | The Director of Nursing will provide support and assistance to manager and LVNs/LPTs as needed.   |
| 1103  | Clinical Supervisor                           | 45,900           | This position has primary responsibility for oversight of mental health services, case management services, and client support services to the children, adults and their families who are enrolled in the Central Star Crisis Residential Treatment Facility and Crisis Residential Unit Program, The Clinical Supervisor reports to and collaborates with the Program Manager who has oversight of these programs.  |
| 1104  | Human Resources (Manager/Coordinators/etc.)   | 28,785           | Human Resource staff manages all human resource clerical and administrative tasks for the program staff. These positions are responsible for supporting the development of a positive working environment to enhance agency success and reduce legal risk, as well as management team support and consultation, employee relations, interpretation and administration of HR policies and procedures, staff recruitment and selection, compensation, and employee benefits etc.  |
| 1105  | Quality Assurance (Manager/Coordinators/etc.) | 53,639           | Quality Assurance staff manages all Quality Assurance tasks for the program, which includes records management, documentation, and service audits for compliance to Medi-Cal and internal requirements. They are responsible for utilization review and assisting in medical record management by gathering and analyzing agency data and assisting in the agency's quality control, quality assurance, and quality improvement efforts.  |
| 1106  | Training (Manager/Coordinators/etc.)          | 17,872           | Training staff develops and coordinates the provision of new employee orientation, required in-service training, and specialized clinical training to employees. Training staff regularly provides trainings, develops, and maintains systems to track in-service attendance. Training staff develops opportunities to host trainings for other professionals or participate with other organizations in providing such trainings.  |
| 1107  | Administrative Service Coordinator            | 8,918            | The primary function of this position is oversight of administrative functions of referral process within Central Star Services. This position works closely with program leadership and Quality Assurance to ensure operational and systemic consistency of referral process for the Programs.   |
| 1108  | 0   | -                |   |
| 1109  | 0   | -                |   |
| 1110  | 0   | -                |   |
| 1111  | 0   | -                |   |
| 1112  | 0   | -                |   |
| 1113  | 0   | -                |   |
| 1114  | 0   | -                |   |
| 1115  | 0   | -                |   |
| <b>Program Positions</b>                    |   | <b>1,271,938</b> |   |
| 1116  | Program Manager                               | 77,359           | Program Manager provides supervision of mental health and other support staff and has responsibility for planning and oversight of CRT program services delivery. Acts as a resource for therapists on issues related to treatment on specific cases or types of cases, review treatment plans and therapeutic techniques utilized, ensure that therapists provide treatment within the scope of licensure.   |
| 1117  | Program Coordinator                           | 70,827           | The CRT Program Coordinator assists the CRT Program Manager in directing the activities of assigned non-licensed personnel who provide direct client care services to residents of the Central Star Crisis Resident Treatment Facility on a 24-hour 7 day a week basis.   |
| 1118  | Recovery Counselor                            | 377,305          | The Recovery Counselors are para-professional treatment team members who are responsible for providing direct care to meet the physical and psychosocial needs of the clients through direct and indirect physical and verbal interaction. Duties are performed under direct supervision of the Program Manager, or designee in most cases, but some tasks are accomplished independently. Recovery Counselors are peers and individuals with lived experiences. Are also responsible for working with families to provide support and education, and advocacy. Attends team meetings and participates in development of CRT. |

| PROGRAM EXPENSE                             |                                 |                |  |  |
|---|---------------------------------|----------------|--|--|
| ACCT #                                      | LINE ITEM                       | AMT            | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE  |  |
| 1119  | Mental Health Specialist        | 198,582        | The MH Specialist has primary responsibility as clinical therapist and serves as the primary point of contact for case management. Will assess residents at start of treatment; develop and maintain CRT; and lead residents towards the fulfillment of CRT. Will coordinate the care and lead treatment based on each resident's choice; collect all documentation needed to develop CRTs with residents and support people; provide treatment using EBPs, e.g., individual/group services, crisis intervention, family therapy, case management, and family support.   |  |
| 1120  | Resource Specialist             | 55,073         | Resource Specialists helps coordinate and develop community resources for all participants, including housing, vocational, educational services, transportation, and other social support services.  |  |
| 1121  | Peer Counselor                  | 46,225         | The Peer Counselors help consumers explore options given their available resources and formulate problem-solving plans. They also serve as informal counselors, offering consumers the opportunity to discuss issues surrounding relationships, feelings, attitudes, personal goals, and individual rights. Sometimes Peer Counselors help people learn independent living skills such as money management or various household skills.  |  |
| 1122  | LVN/LPT                         | 317,731        | The LVN/LPT will maintain professional standards for medical management, including providing nursing assessments, dispensing of medication, and monitoring of side effects. Provide direct care including medication assessments and manage confidential health information. Essential responsibilities include completing resident medication intake/preparation for psychiatric care/evaluations and coordinating with psychiatric provider; evaluating residents for potential medication side effects and reporting to psychiatric provider; coordinating resident care by maintaining direct contact with psychiatric provider; and ensuring medication administration protocols are met. |  |
| 1123  | Household Coach                 | 82,610         | The Household coaches act as a "single point of responsibility" for residents for skill development such as cooking, cleaning or other home related tasks. The Household Coaches are available as appropriate to resident needs, providing residents with individualized attention, and offering intensive services and support when needed. Household coaches does not supervise staff, but will work directly with residents based on their care plan or needs.  |  |
| 1124  | Clerk, Unit / EMR               | 46,225         | The Clerk will be a receptionist, order supplies, perform clerical tasks for the managers and supervisors and maintain medical record for audits.  |  |
| 1125  | 0                               | -              |  |  |
| 1126  | 0                               | -              |  |  |
| 1127  | 0                               | -              |  |  |
| 1128  | 0                               | -              |  |  |
| 1129  | 0                               | -              |  |  |
| 1130  | 0                               | -              |  |  |
| 1131  | 0                               | -              |  |  |
| 1132  | 0                               | -              |  |  |
| 1133  | 0                               | -              |  |  |
| 1134  | 0                               | -              |  |  |
| <b>Direct Employee Benefits</b>             |                                 | <b>251,726</b> |  |  |
| 1201  | Retirement                      | 35,748         | Employee ESOP and 401K   |  |
| 1202  | Worker's Compensation           | 29,790         | Workers Compensation   |  |
| 1203  | Health Insurance                | 186,188        | Medical, Dental, and Vision coverage   |  |
| 1204  | Other (specify)                 | -              |  |  |
| 1205  | Other (specify)                 | -              |  |  |
| 1206  | Other (specify)                 | -              |  |  |
| <b>Direct Payroll Taxes &amp; Expenses:</b> |                                 | <b>120,914</b> |  |  |
| 1301  | OASDI                           | 92,349         | Payroll Taxes  |  |
| 1302  | FICA/MEDICARE                   | 23,027         | Payroll Taxes  |  |
| 1303  | SUI                             | 5,538          | Payroll Taxes  |  |
| 1304  | Other (specify)                 | -              |  |  |
| 1305  | Other (specify)                 | -              |  |  |
| 1306  | Other (specify)                 | -              |  |  |
| <b>2000: DIRECT CLIENT SUPPORT</b>          |                                 | <b>110,760</b> |  |  |
| 2001  | Child Care                      | -              |  |  |
| 2002  | Client Housing Support          | -              |  |  |
| 2003  | Client Transportation & Support | 2,655          | Transportation for clients to various community social resources and support.  |  |
| 2004  | Clothing, Food, & Hygiene       | 85,500         | Cover cost of food, water, clothing, toiletries, and hygiene products for clients.   |  |
| 2005  | Education Support               | -              |  |  |
| 2006  | Employment Support              | -              |  |  |
| 2007  | Household Items for Clients     | 1,088          | Cleaning supplies for client rooms, bathrooms, kitchen and office  |  |

| PROGRAM EXPENSE |                            |        |   |
|-----------------|----------------------------|--------|---|
| ACCT #          | LINE ITEM                  | AMT    | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE   |
| 2008            | Medication Supports        | -      |   |
| 2009            | Program Supplies - Medical | 15,000 | Annual cost for RX meds w/o medical reimbursement and medical supplies (OTC meds, first aid supplies) |
| 2010            | Utility Vouchers           | -      |   |
| 2011            | Nutritional Services       | 3,297  | Consultant services to maintain healthy dietary requirements of clients                               |
| 2012            | Medical Waste Disposal     | 2,085  | Stericycle services   |
| 2013            | Client Activities          | 635    | Client therapeutic supplies   |
| 2014            | Client Needs               | 500    | Cost of Birth certificate, DMV IDs, and different County and State documents as needed.               |
| 2015            | Other (specify)            | -      |   |
| 2016            | Other (specify)            | -      |   |

| 3000: DIRECT OPERATING EXPENSES |                                      | 118,200 |  |
|---------------------------------|--------------------------------------|---------|--|
| 3001                            | Telecommunications                   | 33,754  | This is the cost of telephone, cable, internet services, budget includes employee phone/internet reimbursement and software. |
| 3002                            | Printing/Postage                     | 13,120  | This category includes copier lease cost, overages, and toner, the cost has been budgeted based on our current lease.        |
| 3003                            | Office, Household & Program Supplies | 17,839  | This includes the cost of facility supplies such as office, kitchen, rooms, and recreational areas.                          |
| 3004                            | Advertising                          | -       |  |
| 3005                            | Staff Development & Training         | 2,422   | This cost comprises the on-going program-required education, training, and materials for the new staff.                      |
| 3006                            | Staff Mileage                        | 372     | Staff travel mileage reimbursement, vehicle gas reimbursement for education and training, and program needs.                 |
| 3007                            | Subscriptions & Memberships          | -       |  |
| 3008                            | Vehicle Maintenance                  | 9,733   | Vehicle maintenance  |
| 3009                            | Recruitment                          | 13,897  | This is the cost of recruitment and hiring to cover for staff turnover over the course of the program.                       |
| 3010                            | Business License                     | 3,063   | Includes business license, Bulletin Board System, The Joint Commission, and property taxes.                                  |
| 3011                            | Liability Insurance                  | 24,000  | Practice and property liability insurance per employee per year  |
| 3012                            | Other (specify)                      | -       |  |

| 4000: DIRECT FACILITIES & EQUIPMENT |                      | 69,114 |  |
|-------------------------------------|----------------------|--------|--|
| 4001                                | Building Maintenance | 15,552 | County's building allocated maintenance cost per County Contract                                     |
| 4002                                | Rent/Lease Building  | 2,479  | Shared Administration staff building lease allocation  |
| 4003                                | Rent/Lease Equipment | -      |  |
| 4004                                | Rent/Lease Vehicles  | -      |  |
| 4005                                | Security             | -      |  |
| 4006                                | Utilities            | 45,347 | County's building allocated utilities cost per County Contract and shared building charge allocation |
| 4007                                | Depreciation         | 5,736  | Vehicle depreciation   |
| 4008                                | Other (specify)      | -      |  |
| 4009                                | Other (specify)      | -      |  |
| 4010                                | Other (specify)      | -      |  |

| 5000: DIRECT SPECIAL EXPENSES |   | 211,003 |  |
|-------------------------------|---|---------|--|
| 5001                          | Consultant (Network & Data Management)      | -       |  |
| 5002                          | HMIS (Health Management Information System) | -       |  |
| 5003                          | Contractual/Consulting Services (Specify)   | 114,180 | Medication and behavioral support in conjunction with Nurse Practitioner   |
| 5004                          | Translation Services                        | 573     | Client translation fees as needed.   |
| 5005                          | Centralized Services Program                | 96,250  | This cost is comprised of the SBHG corporate and regional support in areas including Program Development and Evaluation, Quality & Compliance, and Training. The cost of this support is allocated to all programs utilizing standard accounting practices and is budgeted at approximately at 6.5% of total program salaries. |
| 5006                          | Other (specify)                             | -       |  |
| 5007                          | Other (specify)                             | -       |  |
| 5008                          | Other (specify)                             | -       |  |

| 6000: INDIRECT EXPENSES |   | 354,781 |  |
|-------------------------|---|---------|--|
| 6001                    | Administrative Overhead                           | -       |  |
| 6002                    | Professional Liability Insurance                  | -       |  |
| 6003                    | Accounting/Bookkeeping                            | -       |  |
| 6004                    | External Audit                                    | 5,657   | Cost for required external CPA firm audit. |
| 6005                    | Insurance (Specify):                              | -       |  |
| 6006                    | Payroll Services                                  | 500     | ADP fee for payroll checks.                |
| 6007                    | Depreciation (Provider-Owned Equipment to be Used | -       |  |
| 6008                    | Personnel (Indirect Salaries & Benefits)          | -       |  |

| PROGRAM EXPENSE |                                 |         |   |
|-----------------|---------------------------------|---------|---|
| ACCT #          | LINE ITEM                       | AMT     | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE   |
| 6009            | Centralized Fiscal Services .05 | 101,124 | As a profit provider, Central Star has no ability to do fund raising to offset unallowable costs such as income taxes as well as denials and other unreimbursed services. This line item provides a cushion to mitigate this exposure. Calculated at no more than 5% of total program expenses less Centralized services - Administrative. FY24-25 was calculated at 4%. Central Star has no ability to do fund raising to offset unallowable costs such as income taxes as well as denials and other unreimbursed services. This line item provides a cushion to mitigate this exposure. Calculated at 5% of total program expenses less Client support expenses and Centralized services - Administrative   |
| 6010            | Centralized Services Admin      | 247,500 | Allocation from Stars Behavioral Health Group. It covers operations administration, information technology, human resources, communications, finance, and associated fringe benefits and expenses. SBHG oversight ensures consistency with our quality standards and policies and procedures. The cost is developed from allocating the SBHG costs among all the programs within all the SBHG companies based on standard accounting practices. This economy of scale results in a significant savings for all SBHG programs. Rather than staffing each program for all necessary services above, the services are performed by fewer employees and then shared among all SBHG programs. Centralized Admin is calculated at no more than 10% of total budget. |
| 6011            | Other (specify)                 | -       |   |
| 6012            | Other (specify)                 | -       |   |
| 6013            | Other (specify)                 | -       |   |

| 7000: DIRECT FIXED ASSETS |   | 24,000 |                                    |
|---------------------------|---|--------|------------------------------------|
| 7001                      | Computer Equipment & Software                           | 24,000 | Computer equipment and IT software |
| 7002                      | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA | -      |                                    |
| 7003                      | Furniture & Fixtures                                    | -      |                                    |
| 7004                      | Leasehold/Tenant/Building Improvements                  | -      |                                    |
| 7005                      | Other Assets over \$500 with Lifespan of 2 Years +      | -      |                                    |
| 7006                      | Assets over \$5,000/unit (Specify)                      | -      |                                    |
| 7007                      | Other (specify)   | -      |                                    |
| 7008                      | Other (specify)   | -      |                                    |

| PROGRAM FUNDING SOURCES                                       |           |  |  |
|---|-----------|--|--|
| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) |           |  |  |
| ACCT #  | LINE ITEM |  | PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP |
| 8001  | 0         |  |  |
| 8002  | 0         |  |  |
| 8003  | 0         |  |  |
| 8004  | 0         |  |  |
| 8005  | 0         |  |  |
| 8006  | 0         |  |  |
| 8007  | 0         |  |  |
| 8008  | 0         |  |  |
| 8009  | 0         |  |  |
| 8010  | 0         |  |  |

|  |           |
|--|-----------|
| TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: | 2,750,000 |
| TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: | 2,750,000 |
| BUDGET CHECK:                                | -         |

## 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.

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

and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

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

## Exhibit H

### FRESNO COUNTY MENTAL HEALTH PLAN

#### **Grievances**

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

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

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

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

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

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

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

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

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

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

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

## Exhibit H

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

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

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

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

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

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

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

## 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.

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.



## INCIDENT REVIEWER ROLE – User Guide

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

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

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

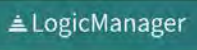
As an Incident Reviewer, the responsibility is to:

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

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

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

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



### Incident Report

Please complete this form

#### Client Information

Name of Facility\*  
Text (500 characters)

Name of Reporting Party\*  
Text (500 characters)

Facility Address\*  
Text (5000 characters)

Facility Phone Number\*  
Text (500 characters)

Mental Health or Substance Use Disorder Program?\*  
Select an option

Client First Name\*  
Text (500 characters)

Client Last Name\*  
Text (500 characters)

From Job\*  
Text (500 characters)

Client Date of Birth\*  
Text (MM/DD/YYYY)

Client Address\*  
Text (5000 characters)

Client ID\*  
Text (500 characters)

Gender\*  
Select an option

County of Origin\*  
Select an option

#### Summary

Subject ID\*  
Text (500 characters)

Incident (check all that apply)\*  
Select an option

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):  
Text (5000 characters)

Description of the Incident\*  
Text (5000 characters)

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

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

fresnodbh.logicmanager.com/incidents/7t-9&ip=18&k=182be0c5cdcd5072bb1b64cdee4d3d6e

Date of Incident\*  
mm/dd/yyyy

Time of Incident\*  
hh:mm

Location of Incident\*  
/

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

Did the Injured Party seek Medical Attention?  
Default: yes/no

Attach any additional details  
Add File or Drop File Here

Reported By Name\*  
/

Reported By Email\*  
/

Reported On  
10/30/2019

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.

The screenshot shows a web browser window with the URL `fresnodbh.logicmanager.com/incident/1471-08p-1&k-182be0c5c1cd5072bb1864cde-1d3d6e`. At the top of the form, there is a button labeled "Add File or Drop File Here" which is highlighted in yellow. Below this are several input fields: "Reported By Name\*", "Reported By Email\*", and "Reported On" (with the date 10/30/2019). A section titled "Follow Up" contains a dropdown menu for "Action Taken (check all that apply)", a text field for "Please specify if other", a text field for "Description of Action Taken\*", and a text field for "Outcome\*". At the bottom of the form is a large green "SUBMIT" button.

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

This close-up shows the "Action Taken (check all that apply)" dropdown menu. It is open, displaying a list of options. Two items are selected and highlighted in grey: "Law Enforcement Contacted" and "Called 911/EMS". Other visible options include "Consulted with Physician", "First Aid/CPR Administered", "Client removed from building", "Parent/Legal Guardian Contacted", and "Other".

When done entering all the information, simply click submit.

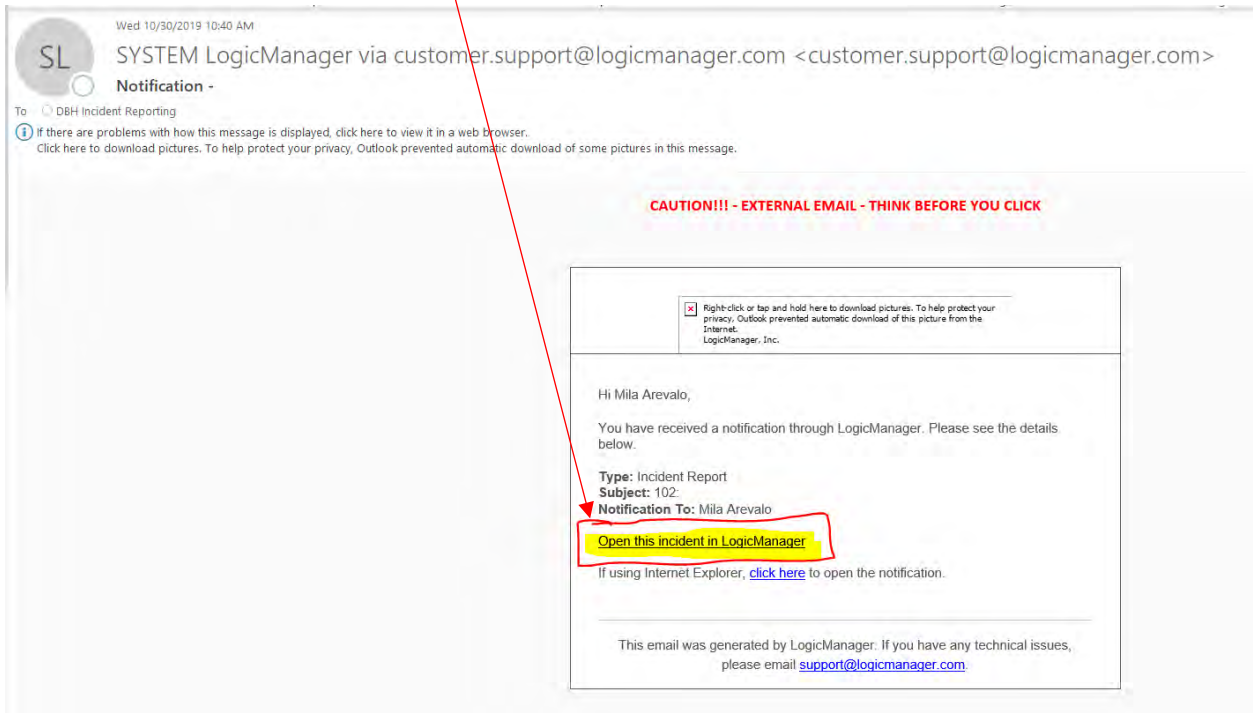
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

This close-up shows the "Outcome\*" text input field. A red asterisk is visible next to the label, and a red arrow points to it from the text above. Below the field is a large green "SUBMIT" button.

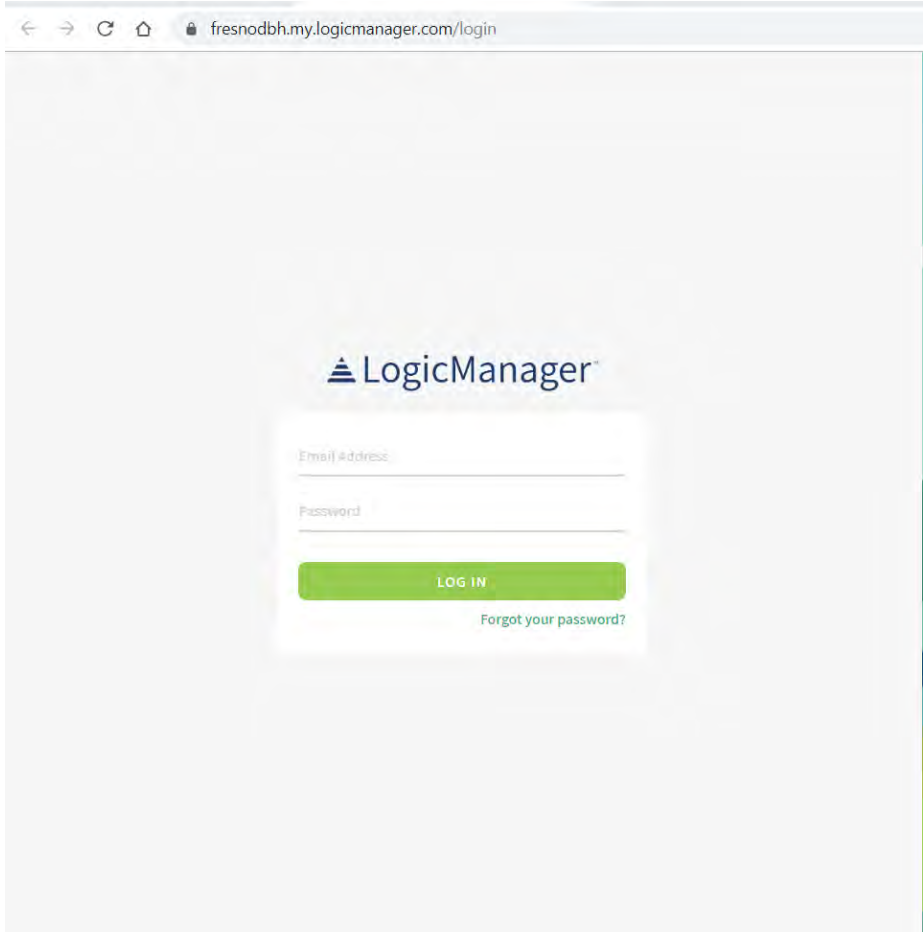
A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.

The screenshot shows a dark teal header with the "LogicManager" logo. Below it, a white message box contains the text "Thank you for your submission!". At the bottom of the message box is a large green button labeled "RELOAD THE FORM". A red arrow points from the text above to this button.

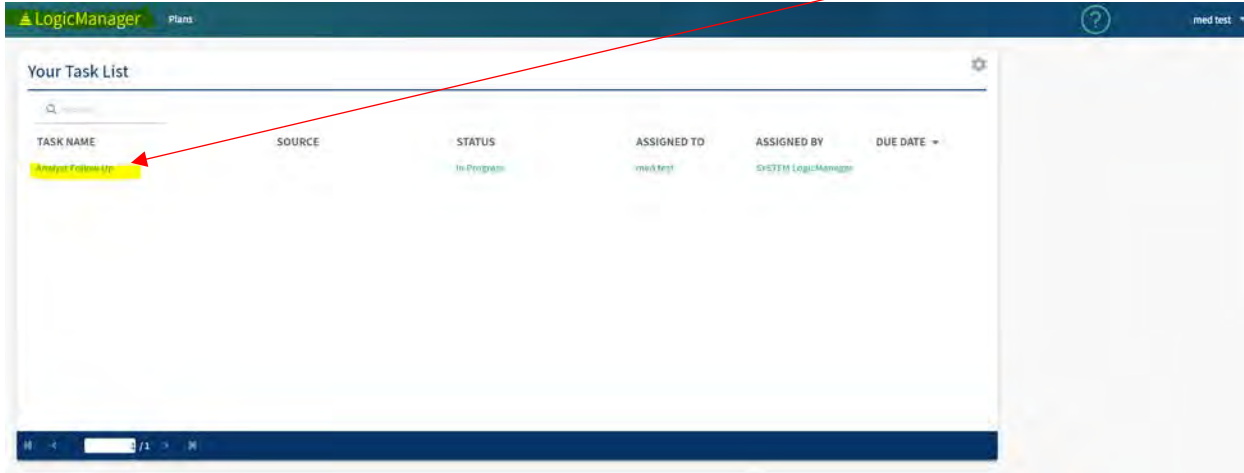
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on "Open this incident in Logic Manager" and the Logic Manager login screen will show.



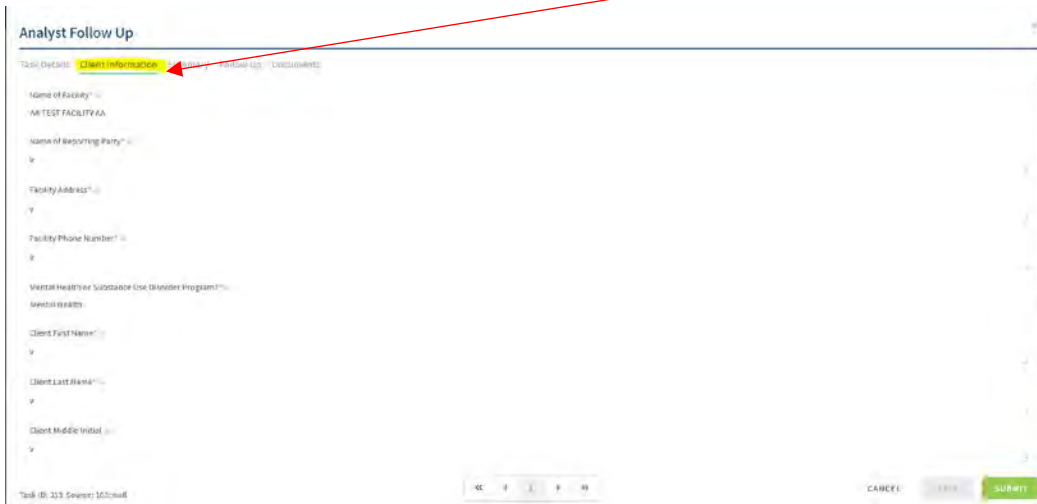
Enter in email address and password. First time users will be prompted to set up a password.



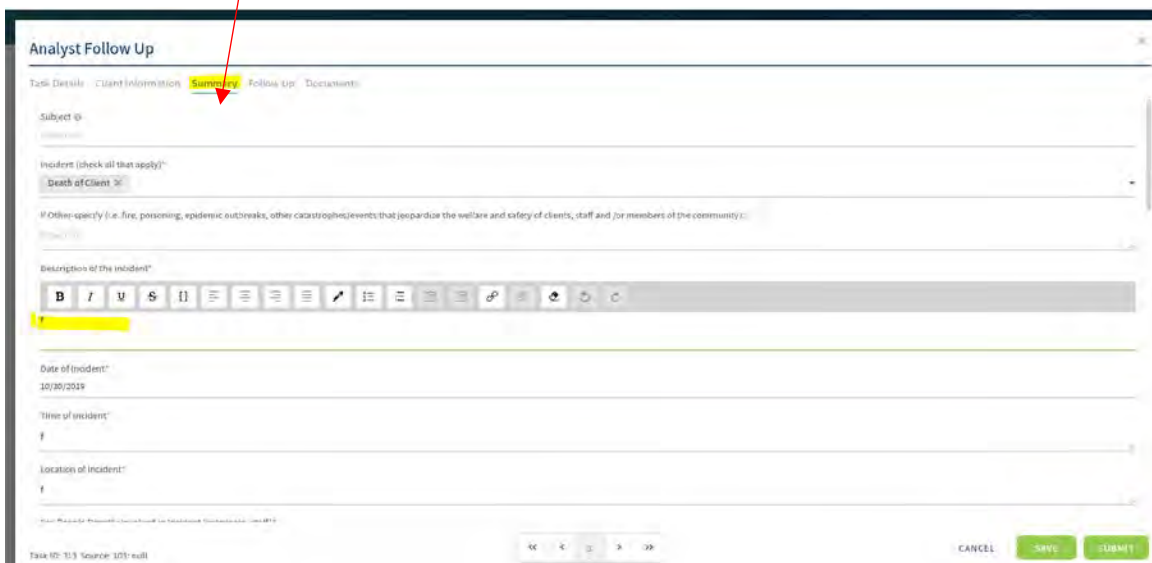
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



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



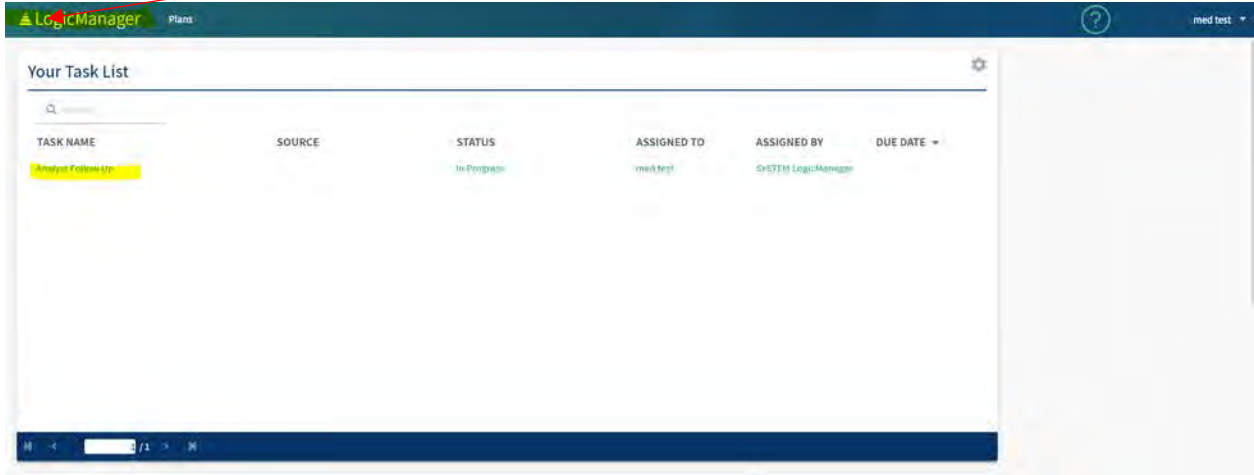
The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then **Cancel** to Exit out of the incident.

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

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

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

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.



**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(S) shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County. After completion of this training, CONTRACTOR(S), CONTRACTOR(S)' 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, consumers, and other mental health contractors fairly and with respect.
4. NOT engage in any activity in violation of the COUNTY's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.

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

**Fresno County Mental Health Compliance Program**  
**Contractor Acknowledgment and Agreement**

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

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

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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: \_\_\_/\_\_\_/\_\_\_

## 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.

- 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.

## Data Security

### 1. Definitions

Capitalized terms used in this Exhibit M 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 M.
- (C) **“Director”** means the County’s Director of the Department of Behavioral Health or 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 M.
- (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 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 M;
  - (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

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 M, 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)

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 M. 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

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 address: incidents@fresnocountyca.gov, phone number 559-600-5900 (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 M, 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, including taking any corrective action under this Exhibit M, 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 M.
- (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 M, 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 M.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit M. 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 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 M, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit M 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 M 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 M 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 M 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 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 M shall survive the termination of this Agreement.

**10. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit M is intended to confer, nor shall anything in this Exhibit M 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.

### **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).

|  |  |              |  |
|--|--|--------------|--|
| <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> |  |

## 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 |
|------|---------|-----------------|
|      |         |                 |
|      |         |                 |
|      |         |                 |

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

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

### **INSTRUCTIONS FOR CERTIFICATION**

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

### **CERTIFICATION**

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

- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

# 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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