

AGREEMENT

THIS MASTER AGREEMENT is made and entered into this 8th day of May, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each CONTRACTOR to be listed in Exhibit A "List of Contractors" attached hereto and incorporated herein by reference, and collectively hereinafter referred to as "CONTRACTOR(S)", and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added or deleted by COUNTY. Reference in this Agreement to party or "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR(S), unless otherwise specified.

WITNESSETH:

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

WHEREAS, COUNTY is authorized to contract for the provision of inpatient psychiatric hospital services to Fresno County Beneficiaries eligible for such services under the Medi-Cal program, pursuant to Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code and COUNTY may also determine the need to refer persons not eligible for Medi-Cal; and

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

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

WHEREAS, the words and terms used in this Agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in Sections 14712 *et seq.* and 14680, *et seq.* of the California Welfare and Institutions Code, or the Medi-Cal Inpatient

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Psychiatric Hospital Services Consolidation Regulations pertaining to the rendition of health care or unless specifically defined in Exhibit B "Definitions", attached hereto and incorporated herein by reference.

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

1. OBLIGATIONS OF THE CONTRACTOR(S)

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

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

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

D. CONTRACTOR shall send to County's DBH upon execution of this Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their clinical program. Recruitment and retaining clinical leadership with the clinical competencies to oversee services based on the level of care and program design presented herein shall be included in this plan. A description and monitoring of this plan shall be provided.

E. CONTRACTOR shall participate in utilizing and integrating the Reaching Recovery and other clinical tools and measures as directed by the DBH.

F. CONTRACTOR(S) agrees to accept payment in full for Inpatient Psychiatric

1 Hospital Services, as provided in Section 14 PAYMENT PROVISIONS and as identified in
2 CONTRACTOR(S)'S respective Exhibit D, *et seq.* of this Agreement, subject to third party liability and
3 patient share of costs, if applicable.

4 G. CONTRACTOR(S) shall provide or arrange for the provision and
5 compensation of Physician services for Beneficiaries and Recipients as it relates to physical health
6 issues, with the exception of the initial physical and health (p&h) examination at admission.

7 H. CONTRACTOR(S) shall, at its own expense, provide and maintain
8 facilities and professional, allied and supportive medical and paramedical personnel to provide all
9 necessary and appropriate Inpatient Psychiatric Hospital Services and shall ensure that family
10 members are involved in treatment when appropriate and family is willing to participate.

11 I. CONTRACTOR(S) shall, at its own expense, provide and maintain the
12 organizational and administrative capabilities to carry out its duties and responsibilities under this
13 Agreement and all applicable statutes and regulations pertaining to Medi-Cal contractors.

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

22 K. Inpatient Psychiatric Hospital Services rendered pursuant to this
23 Agreement shall be rendered at the facility location identified on Exhibit A, except as permitted by
24 Section 4. DELEGATION OF CONTRACTOR(S)'S DUTIES: WHEN PERMITTED

25 L. CONTRACTOR(S) shall provide Inpatient Psychiatric Hospital Services
26 in the same manner to persons referred by COUNTY as it provides to all patients to whom it renders
27 Inpatient Psychiatric Hospital Services.

28 M. CONTRACTOR(S) shall not discriminate in any manner, including

admission practices, placement in special or separate wings or rooms, nor make any provision for special or separate means.

N. CONTRACTOR(S) shall take such action as required by CONTRACTOR(S)'S Medical Staff Bylaws against medical staff members who violate those bylaws, as the same may be amended from time to time.

O. CONTRACTOR(S) shall assure that any and all eligible Beneficiaries receive care as required by Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code and assure that the same quality of care is rendered to all Recipients referred by COUNTY. Payment may be denied by COUNTY when requirements are not met.

2. CONTRACTOR(S)'S PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITIES

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

3. PROTECTION OF LICENSURE AND ACCREDITATION

Notwithstanding any provision herein to the contrary, in the event performance by any of the parties hereto of any term, covenant, condition or provision of this Agreement shall jeopardize the licensure of any of CONTRACTOR(S)'S facilities, or the full accreditation of any of CONTRACTOR(S)'S facilities by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or any other regulatory or accrediting agency, or for any other reason said performance should be in violation of applicable statutes, ordinances or regulations, or be deemed unethical by any recognized body, agency or association in the health care field, it is the duty of the party acquiring such knowledge to notify the other party within five (5) working days, and such term, covenant, condition or provision shall be renegotiated by the parties. In the event the parties are unable to renegotiate said term or terms within a reasonable time, either party may terminate this Agreement upon thirty (30) days advance written notice to the other party.

1 4. DELEGATION OF CONTRACTOR(S)'S DUTIES: WHEN PERMITTED

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

7 B. Except as limited by (E) of this Section 4, delegation of duties by
8 CONTRACTOR(S) shall not constitute a present material breach only if such delegation is in conformity
9 with one of the following:

10 1) The Delegate renders the Inpatient Psychiatric Hospital Services
11 at CONTRACTOR(S)'S facility or location.

12 2) For services to Medi-Cal Beneficiaries only, if the total of all
13 payments by CONTRACTOR(S) for all delegated services not covered under this Section 4(B)(1), nor
14 specially authorized under 4(B)(3), will not exceed five percent (5%) of the total Medi-Cal inpatient
15 psychiatric billing by CONTRACTOR(S) in any consecutive three (3) month period,
16 CONTRACTOR(S) may delegate duties to any qualified Delegate under (C) of this Section 4 without
17 written approval of COUNTY.

18 3) Any delegation not authorized under Section 4(B)(1) or 4(B)(2)
19 shall require the prior written approval of COUNTY. Such prior written approval must be requested in a
20 written application which identifies the proposed Delegate or Delegates, warrants their qualification to
21 render services required by and in conformity with the terms of this Agreement, and identifies the
22 categories of services to be delegated along with an estimate of the percentage of services in those
23 categories which CONTRACTOR(S) anticipates will be rendered by the Delegate or Delegates.

24 C. When authorization is given pursuant to Section 4(B)(3),
25 CONTRACTOR(S) shall be responsible for all aspects of performance by its Delegate or Delegates.
26 CONTRACTOR(S) hereby agrees that any default, refusal to perform or defective performance of any
27 delegated duty or service shall constitute a breach of this Agreement on the part of CONTRACTOR(S)

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1 to the same extent as if such default, refusal to perform or defective performance had been directly
2 committed or incurred by CONTRACTOR(S).

3 D. All costs for services rendered by a Delegate or Delegates are included
4 in the all-inclusive rates paid to CONTRACTOR(S) pursuant to Section 14 of this Agreement.

5 E. As a limitation upon the authorizations set forth in this Section 4(B), no
6 delegation shall be attempted or entered if:

7 1) The Delegate is not licensed and certified to the same extent as
8 that required of CONTRACTOR(S) under Section 8. LICENSURE AND CERTIFICATION
9 CONDITIONS of this Agreement; or

10 2) The location at which the Delegate is to perform the delegated
11 services is at such a distance from CONTRACTOR(S)'S location that it is beyond the range considered
12 acceptable in the opinion of COUNTY for provision of the delegated services as it could unnecessarily
13 or unduly burden affected Beneficiaries or Recipients; or

14 3) The services are available at CONTRACTOR(S)'S location.
15 CONTRACTOR(S) shall not discriminate against Beneficiaries in making a determination of availability
16 of facilities at its own location.

17 5. DELEGATION OF CONTRACTOR(S)'S DUTIES: HOW ACCOMPLISHED

18 In any delegation pursuant to authorization contained in Section 4(B)(3),
19 CONTRACTOR(S) shall contract in writing with a Delegate or Delegates for the assumption of the
20 primary duty of performance of the duties assumed by CONTRACTOR(S) under the terms of this
21 Agreement. Any written contract of delegation shall include the following:

22 A. Covenants on the part of CONTRACTOR(S) and the Delegate that the
23 contract of delegation shall be governed by and construed in accordance with all applicable laws and
24 regulations and this Agreement.

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

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

28 D. A warranty by the Delegate that it presently conforms, and during the life

1 of the delegation shall continue to conform, to the licensure and certification requirements exacted from
2 CONTRACTOR(S) under Section 8 of this Agreement and that its failure to abide by the terms of this
3 warranty shall be an express condition subsequently discharging CONTRACTOR(S) from all
4 obligations under the terms of the contract of delegation.

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

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

11 2) To make the books and records maintained under Section 5(E)(1)
12 of this Agreement available for inspection, examination or copying by agents of COUNTY, the California
13 State Department of Health Care Services and the United States Department of Health and Human
14 Services at all reasonable times at the Delegate's place of business, or at such other location in
15 California approved in writing by COUNTY.

16 3) To make full disclosure of the method and amount of
17 compensation or other direct or indirect consideration received by the Delegate from
18 CONTRACTOR(S).

19 4) That no services rendered on behalf of CONTRACTOR(S) by
20 the Delegate pursuant to the contract of delegation will be billed to COUNTY or the fiscal intermediary
21 by the Delegate; the Delegate will look exclusively to CONTRACTOR(S) for compensation under the
22 terms of the contract of delegation.

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

27 6. ASSUMPTION OF RISK BY CONTRACTOR(S)

28 Whether rendered directly or through the instrumentality of a Delegate as

permitted under this Agreement, CONTRACTOR(S) shall bear total risk for the cost of all Inpatient Psychiatric Hospital Services rendered under this Agreement. As used in this Section, "risk" means that CONTRACTOR(S) covenants to accept as payment in full for the Inpatient Psychiatric Hospital Services described herein, those payments received pursuant to Section 14 of this Agreement. Such acceptance of the risk shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the authorized payment by COUNTY as set forth in this Agreement.

7. COMPLAINTS

CONTRACTOR(S) shall log all complaints and the disposition of all complaints from a Beneficiary or Recipient (collectively referred to as "consumers") or a Beneficiary's or Recipient's family. CONTRACTOR(S) shall provide a summary of the complaint log entries concerning COUNTY-sponsored Beneficiaries or Recipients to COUNTY 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 informing consumers of their right to file a complaint or grievance. CONTRACTOR(S) shall notify COUNTY of all incidents reportable to state licensing bodies that affect COUNTY consumers within twenty-four (24) hours of receipt of a complaint. Consistent with consumer privacy rights, CONTRACTOR(S) shall allow Patient's Rights Advocates access to the acute psychiatric inpatient unit to investigate all complaints concerning conditions in that unit.

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

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 that term is defined by the licensing or accrediting agency, and within fifteen (15) days after CONTRACTOR(S) 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. COUNTY agrees to assist with the discharge planning of all COUNTY Beneficiaries and Recipients. In

1 addition, COUNTY agrees to meet with CONTRACTOR(S) periodically to identify means to more
2 effectively transition Beneficiaries and Recipients from the hospital.

3 8. LICENSURE AND CERTIFICATION CONDITIONS

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

9 9. UTILIZATION CONTROLS

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

16 10. APPOINTMENT OF LIAISONS

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

21 B. COUNTY shall designate a liaison in conformity with the procedures and
22 with such authority as specified in Section 10 of this Agreement. In addition, a COUNTY Admitting
23 Interviewer shall certify Universal Method of Determining Ability to Pay (UMDAP) qualification for
24 Recipients referred by COUNTY. COUNTY shall also designate a Case Manager to coordinate
25 discharges of Medi-Cal and UMDAP clients. Communications to COUNTY shall be submitted to its
26 liaison at the following:

27 Director or Designee
28 Department of Behavioral Health
3133 N. Millbrook Avenue
Fresno, CA 93703

11. UMDAP APPLICATION

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

12. TERM

The term of this Agreement shall be effective upon execution through and including June 30, 2023. The term includes a base term of approximately three years two months, and may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of parties concerned no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director, Department of Behavioral Health, or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR(S)'S satisfactory performance.

The terms of this Agreement shall continue to apply to any Beneficiary(ies) and Recipient(s) receiving Adult Psychiatric Inpatient Hospital Services at the date of termination. Individual CONTRACTOR(S) terms may vary and are identified in each CONTRACTOR(S)'S respective Exhibit D, *et seq.*

13. TERMINATION

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

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

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

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR(S). Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR(S) the repayment to the COUNTY of any funds disbursed to the CONTRACTOR(S) under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR(S) shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR(S).

14. PAYMENT PROVISIONS

A. COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agrees to receive compensation for inpatient mental health services as stated in this Agreement at service rates to be determined by COUNTY and CONTRACTOR(S). Said service rates shall be referenced within CONTRACTOR(S)'S respective Exhibit D, *et seq.*, which shall also contain the service location and any specific contractual responsibilities relative to each individual CONTRACTOR.

B. Negotiated inpatient mental health service rates referenced in Section 14(A) shall not, whenever possible, exceed the California Department of Health Care Services annual published rate for Medi-Cal Psychiatric inpatient Hospital Services Regional Average Non-Negotiated Rates, excluding professional (Physician and Psychiatrist) fees. Fiscal Year 2017-18 published rates are included in Exhibit F of this Agreement, attached hereto and incorporated herein by reference. Negotiated service rates that are greater than the published rate must be clearly validated and, at the

sole discretion of the Director or her designee, approved prior to implementation by the Director or her designee.

C. Rate Structure:

1) Beneficiaries: Provided that there shall first have been a submission of claims in accordance with Section 14(G) of this Agreement, and payment authorization from COUNTY, CONTRACTOR(S) shall be paid by the State Department of Health Care Services at the all-inclusive rate(s) as identified in CONTRACTOR(S)'S respective Exhibit D, *et seq.* per patient per day for acute Inpatient Psychiatric Hospital Services, excluding Physician and Psychiatrist fees, based on the following accommodation codes:

<u>Description</u>	<u>Accommodation Code</u>	<u>Rate</u>
Administrative Day	169	See Exhibit D, <i>et seq.</i>
Room & Board, Semi-Private 2-Bed, Psychiatric	124	See Exhibit D, <i>et seq.</i>

2) Recipients: Only for those Recipients with UMDAP eligibility or retroactive eligibility for the period of hospitalization and where COUNTY received notification within twenty-four (24) hours of admission specifically referred by COUNTY to CONTRACTOR(S), and for which there shall first have been a submission of claims in accordance with Section 14(I) of this Agreement and for each approved day as determined by utilization review performed by COUNTY, CONTRACTOR(S) shall be paid by COUNTY at the all-inclusive rate(s) as identified in CONTRACTOR(S)'S respective Exhibit D, *et seq.*, per patient per day for acute Psychiatric Inpatient Hospital Services, excluding Physician and Psychiatrist fees, based on the following accommodation codes:

<u>Description</u>	<u>Accommodation Code</u>	<u>Rate</u>
Administrative Day	169	See Exhibit D, <i>et seq.</i>
Room & Board, Semi-Private 2-Bed, Psychiatric	124	See Exhibit D, <i>et seq.</i>

D. The maximum combined amount payable to CONTRACTOR(S) by COUNTY for Inpatient Psychiatric Hospital Services provided by CONTRACTOR(S) to Recipients, under

the terms and conditions of this Agreement for each fiscal year is: (FY) 2017-18 ending on June 30, 2018, is Five Hundred Thousand and No/100 Dollars (\$500,000); FY 2018-19 is Six Hundred Twenty-Four Thousand and No/100 Dollars (\$624,000); FY 2019-20 is Six Hundred Forty-Nine Thousand and No/100 Dollars (\$649,000); FY 2020-21 is Six Hundred Seventy-Five Thousand and No/100 Dollars (\$675,000); FY 2021-22 is Seven Hundred Two Thousand and No/100 Dollars (\$702,000); and FY 2022-23 is Seven Hundred Thirty Thousand and No/100 Dollars (\$730,000). The maximum amount payable under this Agreement to all CONTRACTORS combined throughout the term of this Agreement, which includes a three-year two month base contract and two optional one-year extensions, is Three Million Eight Hundred Eighty Thousand and No/100 Dollars (\$3,880,000).

E. It is understood by COUNTY and CONTRACTOR(S) that the California Department of Health Care Services Rate Development Branch is responsible for establishing the administrative day rate during each State fiscal year. The rate established by the California Department of Health Care Services Rate Development Branch may supersede the rate identified in CONTRACTOR(S)'S respective Exhibit D, *et seq.*, if the rate stated in CONTRACTOR(S)'S respective Exhibit D, *et seq.* exceeds the rate established by the California Department of Health Care Services Rate Development Branch. Any rate adjustment(s) shall not result in an increase to the maximum compensation of the Agreement as stated herein.

F. It is understood by COUNTY and CONTRACTOR(S) that the Department of Behavioral Health Director or designee and the CONTRACTOR(S)'S Director or designee are responsible for negotiating and establishing the Inpatient Psychiatric Day Rate (Room & Board, Semi-Private, 2-bed, Psychiatric) during each fiscal year, which may supersede the rate identified in CONTRACTOR(S)'S respective Exhibit D, *et seq.* Said rate adjustments(s) shall be approved by COUNTY's Department of Behavioral Health Director, or designee and CONTRACTOR(S) and become part of this Agreement. Any rate adjustment(s) shall not result in an increase to the maximum compensation of the Agreement as stated herein.

G. COUNTY shall pay CONTRACTOR(S), in arrears for services provided during the previous month, within forty-five (45) days after receipt and verification of CONTRACTOR(S)'S invoices by COUNTY.

1 1) For those Beneficiaries and Recipients determined by COUNTY
2 staff to meet medical necessity criteria for acute inpatient hospitalization and referred by COUNTY
3 and admitted to the facility; and should the retrospective review of the client record fail to meet Medi-
4 Cal medical necessity criteria, COUNTY will compensate CONTRACTOR(S) at the rate as identified
5 on CONTRACTOR(S)'S respective Exhibit D, *et seq.*, per day of admission in these instances.

6 2) If client is a Beneficiary, COUNTY will adjust the Treatment
7 Authorization Request (TAR) in accordance with Medi-Cal medical necessity criteria to prevent an
8 incorrect claim to the State. If Medi-Cal funding is subsequently secured, CONTRACTOR(S) will credit
9 COUNTY the appropriate amount.

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

14 I. Psychiatrist Services: Psychiatrist/professional fees, as negotiated by
15 COUNTY and CONTRACTOR(S) shall be identified in CONTRACTOR(S)'S respective Exhibit D, *et*
16 *seq.* and may or may not be included in the Inpatient Day Rate.

17 J. Adolescent Eating Disorders Program (AEDP) service fees, if applicable,
18 are determined by COUNTY and CONTRACTOR(S) and shall be identified in CONTRACTOR(S)'S
19 respective Exhibit D, *et seq.*

20 K. Transportation Services: In the event transportation services are required
21 by those patients receiving Inpatient Psychiatric Hospital Services, such transportation services and the
22 cost and expense thereof shall be in accordance with CONTRACTOR(S)'S respective Exhibit D, *et seq.*

23 L. Billing Procedures as Express Conditions Precedent to COUNTY's
24 Authorization for Payment:

25 1) As an express condition precedent to COUNTY's authorization for
26 payment under this Section 14 of this Agreement, CONTRACTOR(S) shall determine that Inpatient
27 Psychiatric Hospital Services rendered are not covered, in whole or in part, under any State of
28 California or Federal medical care program other than Medi-Cal, Medicare, or under any other

contractual or legal entitlement, including, but not limited to, a private group indemnification or insurance program or worker's compensation. To the extent that such coverage is available, the payment received by CONTRACTOR(S) from such coverage will reduce COUNTY's payment obligation for a combined amount not to exceed the rate pursuant to Section 14(A). The Beneficiary's or individual's share of cost, i.e., payments required to be made by Beneficiary or individuals under applicable insurance policies, etc., will also reduce the State's Medi-Cal payment obligation or COUNTY's payment obligation, by the amount of the share of cost.

2) As a further express condition precedent to any COUNTY authorization for payment under Section 14 of this Agreement, CONTRACTOR(S) shall submit claims addressed to Fresno County Mental Health Plan, 4409 E. Inyo, Mod A, Fresno, CA 93702: Attention Division Manager, for all services rendered to persons covered under the terms of this Agreement, in accordance with the applicable billing requirements contained in Section 14778 of the California Welfare and Institutions Code and the regulations adopted thereto.

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

M. Recovery of Overpayments to CONTRACTOR(S), Liability for Interest:

1) When an audit performed by COUNTY, the California State Department of Health Care Services, the California State Controller's Office, or any other authorized agency discloses that CONTRACTOR(S) has been overpaid under this Agreement, pursuant to

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1 Section 14(A), CONTRACTOR(S) covenants that any such overpayment may be recouped by
2 COUNTY by reducing future payment or invoicing the CONTRACTOR(S) for such overpayment.

3 2) Overpayments determined as a result of audits of periods prior
4 to the effective date of this Agreement may be recouped by COUNTY withholding authorization of the
5 amount due from what would otherwise be COUNTY liability under this Agreement, seeking recovery
6 by payment from CONTRACTOR(S), or a combination of these two methods.

7 3) When recoupment or recovery is sought under Section 14(M) of
8 this Agreement, CONTRACTOR(S) may appeal according to applicable procedural requirements of
9 Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code, with the
10 following exceptions:

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

14 (b) CONTRACTOR(S)'S liability to COUNTY for any amount
15 recovered under this Section shall be as provided in Section 14718 of the California Welfare and
16 Institutions Code and regulations adopted pursuant thereto.

17 N. Customary Charges Limitation

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

23 2) As used in Section 14(N), "customary charges" is defined as
24 those uniform charges listed in a CONTRACTOR(S)'S established fee schedule, which is in effect
25 and applied consistently to most patients and recognized for program reimbursement. Where a
26 CONTRACTOR(S) does not have an established fee schedule in effect and applied to most patients,
27 the determined "customary charges" are the most frequent or typical charges imposed uniformly for
28 given items or services. However, in either case, in order to be considered customary charges, they

1 must actually be imposed uniformly on most patients and actually be collected from a substantial
2 percentage of patients liable for payment on a charge basis. Such charges must also be recognized
3 for program reimbursement (see Department of Health and Human Services, Health Care Financing
4 Administration, Medicare CONTRACTOR(S) Reimbursement Manual, Part 1 ("HCFA 15-1"), Chapter
5 26 Section 2604.3), and are defined in conformity with 42 USC Section 1395f, 42 CFR Part 413 and
6 the regulations promulgated pursuant thereto.

7 15. FUNDING

8 In the event that funding for these services is delayed by the State Controller,
9 COUNTY may defer payment to CONTRACTOR(S). The amount of the deferred payment shall not
10 exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the
11 deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to
12 COUNTY plus forty-five (45) days.

13 16. GOVERNING AUTHORITIES

14 A. This Agreement shall be governed and construed in accordance with:

- 15 1) Part 2.5, Division 5 of the California Welfare and Institutions Code
16 and regulations adopted pursuant thereto and all other applicable State of California laws and
17 regulations according to their content on the effective date stipulated in Section 12; and
18 2) Titles 42 and 45 of the Code of Federal Regulations and all other
19 applicable Federal laws and regulations according to their content on and after the Agreement's effective
20 date stipulated in Section Six (6) A, except those provisions or applications of those provisions waived by
21 the Secretary of the United States Department of Health and Human Services; and
22 3) The laws of the State of California.

23 B. Any provision of this Agreement in conflict with the laws or regulations
24 stipulated in "A" of this Section is hereby amended to conform to the provisions of those laws and
25 regulations. Such amendment of the Agreement shall be effective on the effective date of the statute or
26 regulation necessitating it, and shall be binding on the parties even though such amendment may not
27 have been reduced to writing and formally agreed upon and executed by the parties as provided in
28 Section Six (6) Sub-section J.

1 C. Conformance with Federal Regulations:

2 1) CONTRACTOR(S) stipulates that this Agreement, in part,
3 implements Title XIX of the Federal Social Security Act (42 U.S.C. §§1396 *et seq.*) and, accordingly,
4 covenants that it will conform to such requirements and regulations as the United States Department
5 of Health and Human Services may issue from time to time, pursuant to Title XIX of the Federal
6 Social Security Act, except for those provisions waived by the Secretary of the United States
7 Department of Health and Human Services.

8 2) CONTRACTOR(S) shall conform with the provisions of the
9 Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. §3145) which required that all contracts and
10 subcontracts in excess of Two Thousand and No/100 Dollars (\$2,000.00) for construction or repair
11 awarded by the CONTRACTOR(S) and its subcontractors shall include a provision for compliance with
12 the Copeland Anti-Kickback Act (18 U.S.C. 874), as supplemented by Department of Labor regulations
13 (Title 29, CFR, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in
14 Whole or in part by Loans or Grants from the United States").

15 3) CONTRACTOR(S) shall comply with the provisions of Davis-
16 Bacon Act, as amended (40 U.S.C. 3142 to 3148), which requires that, when required by Federal
17 Medicaid program legislation, all construction contracts awarded by the CONTRACTOR(S) and its
18 Subcontractors of more than Two Thousand and No/100 Dollars (\$2,000.00) shall include a provision
19 for compliance with the Davis-Bacon Act (40 U.S.C. 3142 to 3148) as supplemented by Department of
20 Labor regulations (Title 29, CFR, Part 5, "Labor Standards Provisions Applicable to Contracts
21 Governing Federally Financed and Assisted Construction").

22 4) CONTRACTOR(S) shall comply with the provisions of the
23 Contract Work Hours and Safety Standards Act (40 USCS 3701 to 3708), as applicable, which
24 requires that all subcontracts awarded by the CONTRACTOR(S) in excess of Two Thousand and
25 No/100 Dollars (\$2,000.00) for construction and in excess of Two Thousand Five Hundred and
26 No/100 Dollars (\$2,500.00) for other subcontracts that involve the employment of mechanics or
27 laborers shall involve a provision for compliance with sections 102 and 107 of the Contract Work

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Hours and Safety Standards Act (40 USCS 3701 to 3708), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5).

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

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

17. AGREEMENT ADMINISTRATOR - DELEGATION OF AUTHORITY

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

18. AMERICANS WITH DISABILITIES ACT

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

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disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

19. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

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

20. SINGLE AUDIT CLAUSE

A. If CONTRACTOR(S) expends Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) or more in Federal and Federal flow through monies, CONTRACTOR(S) agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. CONTRACTOR(S) shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR(S) must include a corrective action plan signed by an authorized individual. CONTRACTOR(S) agrees to take action

1 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be
2 delivered to COUNTY's Department of Behavioral Health Business Office for review within nine (9)
3 months of the end of any fiscal year in which funds were expended and/or received for the program.
4 Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY
5 performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to
6 perform said audit, or, may result in the inability of COUNTY to enter into future agreements with
7 CONTRACTOR(S). All audit costs related to this Agreement are the sole responsibility of
8 CONTRACTOR(S).

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

22 C. CONTRACTOR(S) shall make available all records and accounts for
23 inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United
24 States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable
25 times for a period of at least three (3) years following final payment under this Agreement or the
26 closure of all other pending matters, whichever is later.

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1 21. INDEPENDENT CONTRACTOR(S)

2 In performance of the work, duties and obligations assumed by CONTRACTOR(S)
3 under this Agreement, it is mutually understood and agreed that CONTRACTOR(S), including any and all
4 of the CONTRACTOR(S)'S officers, agents, and employees will at all times be acting and performing as an
5 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
6 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
7 to control or supervise or direct the manner or method by which CONTRACTOR(S) shall perform its work
8 and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
9 CONTRACTOR(S) is performing its obligations in accordance with the terms and conditions thereof.

10 CONTRACTOR(S) and COUNTY shall comply with all applicable provisions of law and the rules and
11 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

12 Because of its status as an independent contractor, CONTRACTOR(S) shall have
13 absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR(S)
14 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required
15 employee benefits. In addition, CONTRACTOR(S) shall be solely responsible and save COUNTY harmless
16 from all matters relating to payment of CONTRACTOR(S)'S employees, including compliance with Social
17 Security withholding and all other regulations governing such matters. It is acknowledged that during the
18 term of this Agreement, CONTRACTOR(S) may be providing services to others unrelated to the COUNTY
19 or to this Agreement.

20 22. MODIFICATION

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

23 23. BENEFICIARY ELIGIBILITY

24 This Agreement is not intended to change the determination of Medi-Cal
25 eligibility for Beneficiaries in any way. However, in the event the California State Legislature or
26 Congress of the United States enacts a statute which redefines Medi-Cal eligibility so as to affect the
27 provision of Psychiatric Inpatient Hospital Services under this Agreement, this new definition shall
28 apply to the terms of this Agreement.

1 24. ADDITIONS OF CONTRACTOR(S)

2 COUNTY's DBH Director or her designee reserves the right at any time during the
3 term of this Agreement to add or delete CONTRACTOR(S) to Exhibit A. It is understood any such
4 additions or deletions will not affect compensation paid to the other CONTRACTOR(S) and therefore
5 such additions or deletions may be made by COUNTY without notice or approval of other
6 CONTRACTOR(S) under this Agreement.

7 25. MONITORING

8 CONTRACTOR(S) agrees to extend to COUNTY's DBH Director and the State
9 Department Health Care Services, Mental Health Services Division (MHSD), or their designees, the right
10 to review and monitor records, programs or procedures, at any time, in regard to clients, as well as the
11 overall operation on CONTRACTOR(S) programs, in order to ensure compliance with the terms and
12 conditions of this Agreement.

13 26. NON-ASSIGNMENT

14 Neither party shall assign, transfer or sub-contract this Agreement nor their rights
15 or duties under this Agreement without the prior written consent of the other party.

16 27. HOLD HARMLESS

17 CONTRACTOR(S) agrees to indemnify, save, hold harmless, and at COUNTY's
18 request, defend COUNTY, its officers, agents and employees from any and all costs and expenses,
19 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
20 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR(S), its officers,
21 agents or employees under this Agreement, and from any and all costs and expenses, including
22 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
23 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
24 of CONTRACTOR(S), its officers, agents or employees under this Agreement. In addition,
25 CONTRACTOR(S) agrees to indemnify COUNTY for Federal, State of California and/or local audit
26 exceptions resulting from noncompliance herein on the part of the CONTRACTOR(S).

27 28. INSURANCE

28 Without limiting the COUNTY's right to obtain indemnification from

CONTRACTOR(S) or any third parties, CONTRACTOR(S), at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

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

D. Worker's Compensation

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

E. Sexual Abuse/Molestation Liability

CONTRACTOR(S) serving adolescents shall maintain Sexual Abuse/Molestation Liability Insurance (including but not limited to corporal punishment liability, sexual abuse

1 and molestation liability, and child abduction liability) with limits of not less than One Million Dollars
2 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall
3 be issued on a per occurrence basis.

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

11 Within Thirty (30) days from the date CONTRACTOR(S) signs and executes this
12 Agreement, CONTRACTOR(S) shall provide certificates of insurance and endorsement as stated above
13 for all of the foregoing policies, as required herein, to the County of Fresno, 4409 E. Inyo Street, Fresno,
14 California, 93727, Attention: Mental Health Plan, stating that such insurance coverage have been
15 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
16 responsible for any premiums on the policies; that such Commercial General Liability insurance names
17 the County of Fresno, its officers, agents and employees, individually and collectively, as additional
18 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
19 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
20 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing
21 with insurance provided under CONTRACTOR(S)'S policies herein; and that this insurance shall not be
22 cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

26 All policies shall be issued by admitted insurers licensed to do business in the State
27 of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
28 rating of A FSC VII or better.

1 29. AUDITS AND INSPECTIONS

2 The CONTRACTOR(S) shall at any time during business hours, and as often as the
3 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data
4 with respect to the matters covered by this Agreement. The CONTRACTOR(S) shall, upon request by the
5 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
6 CONTRACTOR(S)'S compliance with the terms of this Agreement.

7 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR(S)
8 shall be subject to the examination and audit of the Auditor General for a period of three (3) years after
9 final payment under contract (Government Code Section 8546.7).

10 30. LICENSES/CERTIFICATES

11 Throughout each term of this Agreement, CONTRACTOR(S) and
12 CONTRACTOR(S)'S staff shall maintain all necessary licenses, permits, approvals, certificates,
13 waivers and exemptions necessary for the provision of the services hereunder and required by the laws
14 and regulations of the United States of America, State of California, the County of Fresno, and any
15 other applicable governmental agencies. CONTRACTOR(S) shall notify COUNTY immediately in
16 writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and
17 exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR(S)
18 and CONTRACTOR(S)'S staff shall comply with all applicable laws, rules or regulations, as may now
19 exist or be hereafter changed.

20 31. RECORDS

21 CONTRACTOR(S) shall maintain records in accordance with Exhibit G,
22 "Documentation Standards for Client Records", attached hereto and incorporated herein by reference.
23 During site visits, COUNTY shall be allowed to review records of services provided, including the goals
24 and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives.
25 All medical records shall be maintained for a minimum of 10 years from the date of the end of the
26 Agreement.

27 32. REPORTS

28 A. Cost Report – CONTRACTOR(S) agrees to submit a complete and

1 accurate detailed cost report on an annual basis for each fiscal year ending June 30th in the format
2 prescribed by the DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for
3 programs. Each cost report will be the source document for several phases of settlement with the
4 DHCS for the purposes of Short Doyle Medi-Cal reimbursement. CONTRACTOR(S) shall report costs
5 under their approved legal entity number established during the Medi-Cal certification process. The
6 information provided applies to CONTRACTOR(S) for program related costs for services rendered to
7 Medi-Cal and non Medi-Cal. The CONTRACTOR(S) will remit a schedule to provide the required
8 information on published charges (PC) for all authorized services. The report will serve as a source
9 document to determine their usual and customary charge prevalent in the public mental health sector
10 that is used to bill the general public, insurers or other non-Medi-Cal third party payers during the
11 course of business operations. CONTRACTOR(S) must report all collections for Medi-Cal/Medicare
12 services and collections. CONTRACTOR(S) shall also submit with each cost report a copy of the
13 CONTRACTOR(S) general ledger that supports revenues and expenditures for the said services.
14 CONTRACTOR(S) must also include a reconciled detailed report of the total units of services rendered
15 under this Agreement compared to the units of services entered by CONTRACTOR(S) into COUNTY's
16 data system.

17 Cost reports must be submitted to the COUNTY as a hard copy with a
18 signed cover letter and electronic copy of the completed DHCS cost report form along with requested
19 support documents following each fiscal year ending June 30th. During the month of September of
20 each year this Agreement is effective, COUNTY will issue instructions of the annual cost report which
21 indicates the training session, DHCS cost report template worksheets, and deadlines to submit as
22 determined by the State annually. Remit the hard copies of the cost reports to County of Fresno,
23 Attention: Cost Report Team, P.O. Box 45003, Fresno, CA 93718. Remit the electronic copy or any
24 inquiries to DBHcostreportteam@fresnocountyca.gov.

25 All cost reports must be prepared in accordance with Generally
26 Accepted Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a),
27 5705(b)(3) and 5718(c). Unallowable costs such as lobby or political donations must be deducted on
28 the cost report and invoice reimbursements.

1 If the CONTRACTOR(S) does not submit the cost report by the deadline,
2 including any extension period granted by the COUNTY, the COUNTY may withhold payments of
3 pending invoicing under compensation until the cost report has been submitted and clears COUNTY
4 desk audit for completeness.

5 B. Settlements with State Department of Health Care Services (DHCS)

6 During the term of this Agreement and thereafter, COUNTY and
7 CONTRACTOR(S) agree to settle dollar amounts disallowed or settled in accordance with DHCS and
8 COUNTY audit settlement findings related to the Medi-Cal and realignment reimbursements.
9 CONTRACTOR(S) will participate in the several phases of settlements between COUNTY,
10 CONTRACTOR(S) and DHCS. The phases of initial cost reporting for settlement according to State
11 reconciliation of records for paid Medi-Cal services and audit settlement-DHCS audit: 1) initial cost
12 reporting - after an internal review by COUNTY, the COUNTY files cost report with DHCS on behalf of
13 the CONTRACTOR(S) legal entity for the fiscal year; 2) Settlement –State reconciliation of records for
14 paid Medi-Cal services, approximately eighteen (18) to thirty-six (36) months following the State close
15 of the fiscal year, DHCS will send notice for any settlement under this provision will be sent to the
16 COUNTY; and 3) Audit Settlement-DHCS audit. After final reconciliation and settlement, COUNTY
17 and/or DHCS may conduct a review of medical records, cost report along with support documents
18 submitted to COUNTY in initial submission to determine accuracy and may disallow cost and/or unit of
19 service reported on the CONTRACTOR(S) legal entity cost report. COUNTY may choose to appeal
20 and therefore reserves the right to defer payback settlement with CONTRACTOR(S) until resolution of
21 the appeal. DHCS Audits will follow federal Medicaid procedures for managing overpayments.

22 If at the end of the Audit Settlement, the COUNTY determines that it
23 overpaid the CONTRACTOR(S), it will require the CONTRACTOR(S) to repay the Medi-Cal related
24 overpayment back to the COUNTY.

25 Funds owed to COUNTY will be due within forty-five (45) days of
26 notification by the COUNTY, or COUNTY shall withhold future payments until all excess funds have
27 been recouped by means of an offset against any payments then or thereafter owing to
28 CONTRACTOR(S) under this or any other Agreement.

1 C. Outcome Reports – CONTRACTOR(S) shall submit to COUNTY’s DBH
2 service outcome reports as requested by DBH. Outcome reports and outcome requirements are
3 subject to change at COUNTY DBH’s discretion.

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

11 33. CONFLICT OF INTEREST

12 No officer, agent, or employee of the COUNTY who exercises any function or
13 responsibility for planning and carrying out the services provided under this Agreement shall have any
14 direct or indirect personal financial interest in this Agreement. No officer, agent, or employee of the
15 COUNTY who exercises any function or responsibility for planning and carrying out the services
16 provided under this Agreement shall have any direct or indirect personal financial interest in this
17 Agreement. In addition, no employee of the COUNTY shall be employed by CONTRACTOR(S) to
18 fulfill any contractual obligations with COUNTY. The CONTRACTOR(S) shall also comply with all
19 Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be
20 applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of
21 the COUNTY.

22 34. REFERENCES TO LAWS AND RULES

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

26 35. COMPLIANCE WITH STATE REQUIREMENTS

27 CONTRACTOR(S) recognizes that COUNTY operates its mental health
28 programs under an agreement with DHCS, and that under said agreement the State imposes certain

requirements on COUNTY and its CONTRACTOR(S) and its subcontractors. CONTRACTOR(S) shall adhere to all State requirements, including those identified in Exhibit H "State Mental Health Requirements", attached hereto and incorporated herein by reference. Compliance shall include completion of Exhibit H1 "Certification" (attached hereto and incorporated herein by reference) and Exhibit H2 "Payee-Data-Record" (attached hereto and incorporated herein by reference) as required by and identified in Exhibit H.

36. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR(S) shall be required to maintain organizational provider certification by Fresno County. CONTRACTOR(S) must meet Medi-Cal organization provider standards as listed in Exhibit I, "Medi-Cal Organizational Provider Standards", attached hereto and incorporated herein by reference. It is acknowledged that all references to Organizational Provider and/or Provider in Exhibit I shall refer to CONTRACTOR(S) as identified in Exhibit A. In addition, CONTRACTOR(S) shall inform every client of their rights under the COUNTY's Mental Health Plan as described in "Fresno County Mental Health Plan Grievances and Appeals Process" Exhibit J, attached hereto and incorporated herein by reference. CONTRACTOR(S) shall also file an incident report for all incidents involving clients, following the Protocol for Completion of Incident Report and using the Worksheet identified in the "Fresno County Mental Health Plan Incident Reporting", Exhibit K, attached hereto and incorporated herein by reference, or a protocol and worksheet presented by CONTRACTOR(S) that is accepted by COUNTY'S DBH Director, or designee.

37. CONFIDENTIALITY OF INFORMATION

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

B. With respect to any identifiable information concerning Beneficiaries under this Agreement that is obtained by CONTRACTOR(S) or its Delegates, CONTRACTOR(S);

- 1) Shall not use any such information for any purpose other than carrying out the express terms of this Agreement; and
- 2) Shall promptly transmit to COUNTY all requests for disclosure of such information; and
- 3) Shall not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than COUNTY without COUNTY's prior written authorization specifying that the information may be released under Title 45, Code of Federal Regulations Section 205.50; sections 10850 and 14100.2 of the California Welfare and Institutions Code; and, regulations adopted pursuant thereto; and,
- 4) Shall, at the termination of this Agreement, return all such information to COUNTY or maintain such information according to written procedures sent to CONTRACTOR(S) by COUNTY for this purpose.
- 5) All services performed by CONTRACTOR(S) under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

38. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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

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

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

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

39. DATA SECURITY

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

A. CONTRACTOR(S)-Owned Mobile, Wireless, or Handheld Devices:

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

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

B. CONTRACTOR(S)-Owned Computers or Computer Peripherals:

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

C. COUNTY-Owned Computer Equipment:

CONTRACTOR(S) may not use COUNTY computers or computer

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peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

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

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

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

G. CONTRACTOR(S) is responsible to immediately notify COUNTY of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.

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

40. NOTICES

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

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COUNTY OF FRESNO

CONTRACTOR(S)

Department of Behavioral Health
3133 N. Millbrook Avenue
Fresno CA 93703

See Exhibit D, *et seq.*

All notices between the COUNTY and CONTRACTOR(S) provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one 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. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this Section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

41. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

42. ASSURANCES

In entering into this Agreement, CONTRACTOR certifies that neither it nor any of its officers are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that neither it nor any of its officers have been convicted of a criminal offense related to the provision of health care items or services; and that neither it, nor any of its officers, have been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension,

debarment, or ineligibility. If COUNTY learns, subsequent to entering into this Agreement, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

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

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

2) Notwithstanding the above, COUNTY at its discretion may

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

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

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

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

1 D. CONTRACTOR(S) agrees to cooperate fully with any reasonable
2 requests for information from COUNTY which may be necessary to complete any internal or external
3 audits relating to CONTRACTOR(S)'S compliance with the provisions of this Section.

4 E. CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of
5 any penalty imposed upon COUNTY by the State or Federal Government as a result of
6 CONTRACTOR(S)'S violation of CONTRACTOR(S)'S obligations as described in this Section.

7 43. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

8 This provision is only applicable if CONTRACTOR(S) is a disclosing entity,
9 fiscal agent, or managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 §
10 455.101, 455.104, and 455.106(a)(1),(2).

11 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and
12 455.106(a)(1),(2), the following information must be disclosed by CONTRACTOR(S) by completing
13 Exhibit L "Disclosure of Ownership and Control Interest Statement", attached hereto and incorporated
14 herein by reference. CONTRACTOR(S) shall submit this form to COUNTY's DBH within thirty (30) days
15 of the effective date of this Agreement. Additionally, CONTRACTOR(S) shall report any changes to this
16 information within thirty-five (35) days of occurrence by completing Exhibit L. Submissions shall be
17 scanned pdf copies and are to be sent via email to DBHAdministration@fresnocountyca.gov, Attention:
18 Contracts Administration. CONTRACTOR is required to submit a set of fingerprints for any person with
19 a 5 percent or greater direct or indirect ownership interest in CONTRACTOR. COUNTY may terminate
20 this Agreement where any person with a 5 percent or greater direct or indirect ownership interest in the
21 CONTRACTOR and did not submit timely and accurate information and cooperate with any screening
22 method required in CFR, title 42, section 455.416. Submissions shall be scanned pdf copies and are to
23 be sent via email to DBHAdministration@fresnocountyca.gov, Attention: Contracts Administration.
24 COUNTY may deny enrollment or terminate this Agreement where any person with a 5 percent or
25 greater direct or indirect ownership interest in CONTRACTOR has been convicted of a criminal offense
26 related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10
27 years.

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1 44. DISCLOSURE OF CRIMINAL HISTORY & CIVIL ACTIONS

2 CONTRACTOR(S) is required to disclose if any of the following conditions
3 apply to them, their owners, officers, corporate managers or partners (hereinafter collectively referred
4 to as "CONTRACTOR(S)");

5 A. Within the three-year period preceding the Agreement award,
6 CONTRACTOR(S) has been convicted of, or had a civil judgment tendered against it for:

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

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

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

13 4) False statements or receipt of stolen property.

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

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

24 CONTRACTOR(S) must sign a "Certification Regarding Debarment, Suspension,
25 and Other Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit M,
26 attached hereto and incorporated herein by reference. Additionally CONTRACTOR(S) must
27 immediately advise the COUNTY in writing if, during the term of the Agreement: (1) CONTRACTOR(S)
28 becomes suspended, debarred, excluded or ineligible for participation in federal or state funded

1 programs or from receiving federal funds as listed in the excluded parties list system
2 (<http://www.sam.gov>); or (2) any of the above listed conditions become applicable to CONTRACTOR(S).
3 CONTRACTOR(S) shall indemnify, defend and hold the COUNTY harmless for any loss or damage
4 resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed
5 "Certification Regarding Debarment, Suspension, and other Responsible Matters.

6 45. DISCLOSURE OF SELF-DEALING TRANSACTIONS

7 This provision is only applicable if the CONTRACTOR(S) is operating as a
8 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the
9 CONTRACTOR(S) changes its status to operate as a corporation.

10 Members of the CONTRACTOR(S)'S Board of Directors shall disclose any self-
11 dealing transactions that they are a party to while CONTRACTOR(S) is providing goods or performing
12 services under this agreement. A self-dealing transaction shall mean a transaction to which the
13 CONTRACTOR(S) is a party and in which one or more of its directors has a material financial interest.
14 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to
15 by completing and signing Exhibit N "Self-Dealing Transaction Disclosure Form", attached hereto and
16 incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-
17 dealing transaction or immediately thereafter.

18 46. CULTURAL COMPETENCY

19 As related to Cultural and Linguistic Competence, CONTRACTOR(S) shall
20 comply with:

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

27 B. Policies and procedures for ensuring access and appropriate use of
28 trained interpreters and material translation services for all LEP clients, including, but not limited to,

1 assessing the cultural and linguistic needs of its clients, training of staff on the policies and procedures,
2 and monitoring its language assistance program. The CONTRACTOR(S) procedures must include
3 ensuring compliance of any sub-contracted providers with these requirements.

4 C. CONTRACTOR(S) shall not use minors as interpreters.

5 D. CONTRACTOR(S) shall provide and pay for interpreting and translation
6 services to persons participating in CONTRACTOR(S) services who have limited or no English
7 language proficiency, including services to persons who are deaf or blind. Interpreter and translation
8 services shall be provided as necessary to allow such participants meaningful access to the programs,
9 services and benefits provided by CONTRACTOR(S). Interpreter and translation services, including
10 translation of CONTRACTOR(S) "vital documents" (those documents that contain information that is
11 critical for accessing CONTRACTOR(S) services or are required by law) shall be provided to
12 participants at no cost to the participant. CONTRACTOR(S) shall ensure that any employees, agents,
13 subcontractors, or partners who interpret or translate for a program participant, or who directly
14 communicate with a program participant in a language other than English, demonstrate proficiency in
15 the participant's language and can effectively communicate any specialized terms and concepts
16 peculiar to CONTRACTOR(S) services.

17 E. In compliance with the State mandated Culturally and Linguistically
18 Appropriate Services standards as published by the Office of Minority Health, CONTRACTOR(S) must
19 submit to COUNTY for approval, within sixty (60) days from date of contract execution,
20 CONTRACTOR(S) plan to address all fifteen national cultural competency standards as set forth in the
21 "National Standards on Culturally and Linguistically Appropriate Services (CLAS)"
22 <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>. COUNTY's annual on-site review of
23 CONTRACTOR(S) shall include collection of documentation to ensure all national standards are
24 implemented. As the national competency standards are updated, CONTRACTOR(S) plan must be
25 updated accordingly. Cultural competency training for CONTRACTOR staff should be substantively
26 integrated into health professions education and training at all levels, both academic and functional,
27 including core curriculum, professional licensure, and continuing professional development programs.

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1 CONTRACTOR on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that
2 shows all CONTRACTOR staff cultural competency trainings completed.

3 47. NON-DISCRIMINATION

4 During the performance of this Agreement, CONTRACTOR(S) and its
5 subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed,
6 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
7 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or
8 military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for
9 employment because of race, religious creed, color, national origin, ancestry, physical disability, mental
10 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
11 expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall insure that the
12 evaluation and treatment of employees and applicants for employment are free of such discrimination.
13 CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and
14 Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit.
15 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government
16 Code (Gov. Code §§11135-11139), and the regulations or standards adopted by the awarding state
17 agency to implement such article. Contractor shall permit access by representatives of the Department
18 of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time
19 during the normal business hours, but in no case less than 24 hours' notice, to such of its books,
20 records, accounts, and all other sources of information and its facilities as said Department or Agency
21 shall require to ascertain compliance with this clause. CONTRACTOR and its subcontractors shall give
22 written notice of their obligations under this clause to labor organizations with which they have a
23 collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) CONTRACTOR shall
24 include the Non-Discrimination and compliance provisions of this clause in all subcontracts to perform
25 work under the Agreement.

26 48. PROHIBITION ON PUBLICITY

27 None of the funds, materials, property or services provided directly or indirectly
28 under this Agreement shall be used for CONTRACTOR(S) advertising, fundraising, or publicity (i.e.,

purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
Notwithstanding the above, publicity of the services described in Section 1 of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director or designee and at a cost to be provided in Section 4 of this Agreement for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

49. SEPARATE AGREEMENT

It is mutually understood by the parties that this Agreement does not, in any way, create a joint venture among CONTRACTOR(S). By execution of this Agreement, CONTRACTOR(S) understand that a separate Agreement is formed between each individual CONTRACTOR(S) and COUNTY.

50. ENTIRE AGREEMENT

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

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

3
4 **COUNTY OF FRESNO**

5 
6 Sal Quintero
7 Chairperson of the Board of Supervisors
8 of the County of Fresno

9
10 **ATTEST:**

11 Bernice E. Seidel
12 Clerk of the Board of Supervisors
13 County of Fresno, State of California

14
15 By: 
16 Deputy

17
18
19 **FOR ACCOUNTING USE ONLY:**

20 ORG No.: 56302666
21 Account No.: 7223/0

22 Revenue:	<u>\$3,880,000</u>	Maximum for Contract Term
23	\$500,000	FY 2017-18 Prorated
24	\$624,000	FY 2018-19
25	\$649,000	FY 2019-20
26	\$675,000	FY 2020-21
27	\$702,000	FY 2021-22
28	\$730,000	FY 2022-23

1 ATTEST:

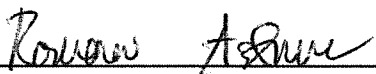
2 **CONTRACTOR:**

3 Behavioral Health Care Fremont Hospital

4
5 By 

6 Print Name: Marlon Rollins PhD

7
8 Title: Chairperson of the Board CEO
9 Chairperson of the Board, or
10 President, or any Vice President

11 By 

12
13 Print Name: Rowena Astrauskas

14
15 Title: CEO

16 Secretary (of Corporation), or
17 any Assistant Secretary, or
18 Chief Financial Officer, or
19 any Assistant Treasurer

20
21 Mailing Address:

22 39500 Sundale Drive, Suite 200
23 Fremont, CA 94538

24 Contact: Crysta Krames, Director of Business Development

1 ATTEST:

2 CONTRACTOR:

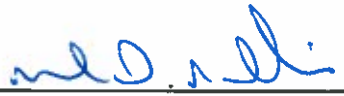
3 Bakersfield Behavioral Health Hospital

4
5 By 

6 Print Name: BECKIE SHAUINGER

7
8 Title: CHIEF EXECUTIVE OFFICER

9 Chairperson of the Board, or
10 President, or any Vice President

11
12 By 

13
14 Print Name: MARK D NELLIS

15 Title: CHIEF FINANCIAL OFFICER

16 Secretary (of Corporation), or
17 any Assistant Secretary, or
18 Chief Financial Officer, or
19 any Assistant Treasurer

20
21 Mailing Address:

22 5201 White Lane

23 Bakersfield, CA 93309

24 Contact: Mark Nellis, Chief Financial Officer

MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
LIST OF CONTRACTORS

Exhibit A

PROVIDER	SERVES ADULTS	SERVES YOUTH	AEDP*	MEDI- CAL	CA REGION	MILES (1-WAY)	CITY	ZIP	INTAKE PHONE	INTAKE FAX	NOTES
Behavioral Health Care Freemont Hospital	Yes	Yes	Yes	Yes	Bay Area	171.3	Fremont	94538	(888) 796-1101	(510) 574-4885	24/7; See Exhibit D-1
Bakersfield Behavioral Health Hospital	Yes	Yes	No	Yes	Central	110.8	Bakersfield	93309	(661) 241-5507	(661) 241-5587	See Exhibit D-3

AEDP* = Adolescent Eating Disorders Program

MASTER AGREEMENT

INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES

DEFINITIONS

1. **General Meaning of Words and Terms**: The words and terms used in this Agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in sections 5775, *et seq.* and 14680, *et seq.* of the California Welfare and Institutions Code, or the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Regulations pertaining to the rendition of health care or unless specifically defined in this Section or otherwise in this Agreement.
2. **Administrative Day**: “Administrative Day” means those days authorized by the COUNTY in an acute inpatient facility when, due to the lack of an available nursing facility, the Beneficiary’s or Recipient’s stay at an acute inpatient facility must be continued beyond the Beneficiary’s or Recipient’s need for acute care.
3. **Beneficiary**: “Beneficiary” means a person certified as eligible for services under the Medi-Cal program according to 22, California Code of Regulations section 5100.2, who is a Fresno County Beneficiary and who is designated by “County Code 10.”
4. **Delegate**: “Delegate” means any natural or corporate person to whom the PROVIDER transfers, pursuant to the terms of this Agreement, the primary responsibility to perform any covenant assumed by PROVIDER in this Agreement.
5. **Department**: “Department” means the State Department of Health Care Services.
6. **Fiscal Intermediary**: “Fiscal Intermediary” means that person or entity that has contracted, as specified in section 14104.3 of the California Welfare and Institutions Code, with the Department to perform fiscal intermediary services related to this Agreement.
7. **Recipients**: Refers to all persons including, without limitation, low income, uninsured and under-insured persons who qualify for mandated health services under the Uniform Method for Determining Ability to Pay (UMDAP) under California Welfare and Institutions Code sections 5709 and 5710 as determined by COUNTY.
8. **Psychiatric Inpatient Hospital Services**: “Psychiatric Inpatient Hospital Services” means services, to include but not limited to, facilities, professional, allied and supportive medical and paramedical personnel as provided either in an acute care hospital or a free-standing psychiatric hospital to Beneficiaries and Recipients referred by COUNTY, for the care and treatment of an acute episode of mental illness.
9. **Physician and Transportation Services**: “Physician Services” are those services provided by a physician(s) during an acute inpatient stay. “Transportation Services” means those services provided for transport to or from an acute inpatient facility or to or from an appropriate facility.
10. **May**: “May” is used to indicate a permissive or discretionary term or function.
11. **Shall**: “Shall” is used to introduce a covenant of either COUNTY or PROVIDER, and is mandatory.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Exhibit C

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: Behavioral Health Care (BHC) Fremont Hospital

Contract Term: Upon Execution through June 30, 2023

Contract Contact: Crysta Krames, MPA, Director, Business Development; (510) 743-2032 (office); (650) 248-6526 (cell); (510) 574-4871 (fax)
Crysta.Krames@uhsinc.com; www.fremonthospital.com

Billing Contact: Elaine Vera, Business Office Supervisor
(510) 743-2008; Fax: (510) 743-2013; elaine.vera@uhsinc.com
39500 Sundale Drive, Suite 200, Fremont, CA 94538

Intake Contact: Inpatient: (888) 796-1101; FAX (510) 574-4885
Clinical Outpatient Coordinator (510) 574-4851

Service Address: 39001 Sundale Drive, Fremont, CA 94538; (510) 796-1100

Services: Acute Inpatient Psychiatric Services;
Mental Health and Dual Diagnosis for Children, Adolescents and Adults;
Adolescent Eating Disorders Program (AEDP); and
Voluntary or Involuntary (5150s) Admits

Ages Served: Children Ages 5 -12; Adolescents Ages 13 - 17; Adults Ages 18+

Capacity: 145 beds total (23 additional beds are flexible based on census need by age) Adults 60 beds (includes Geriatric Psych unit of 20 beds);
Youth from 40 to 49 beds; Adolescent Eating Disorders Program (AEDP) has 13 beds.

Client Transportation: Into Facility - Responsibility of, and paid for by referring entity;
Post-Release - Responsibility of, and paid for by Fremont.

Medi-Cal Billing: For ages 5 - 21 and 65+

Service Rates: Contract Inpatient Day Rate is Inclusive of Physician Fees

Medi-Cal

Inpatient Day Rate (Code 124):	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$1,415	\$1,457	\$1,501	\$1,546	\$1,592	\$1,640
Adult	1,370	1,411	1,453	1,497	1,542	1,588

Short Doyle

Inpatient Day Rate:	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$1,415	\$1,457	\$1,501	\$1,546	\$1,592	\$1,640
Adult	1,370	1,411	1,453	1,497	1,542	1,588

Administrative Day Rate (Code 169):

	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$565.58	TBD	TBD	TBD	TBD	TBD
Adult	565.58	TBD	TBD	TBD	TBD	TBD

AEDP Daily Rate: \$1,600

By Print Name: Marton Rollins, PhD, CEOTitle: Chairperson
Chairperson of the Board, or
President, or any Vice President

By _____

Print Name: _____

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

**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: Bakersfield Behavioral Health Hospital (BBHH), LLC

Contractor Term: Upon Execution through June 30, 2023

Contract Contact: Mark Nellis, Chief Financial Officer (CFO), (661) 241-5509
FAX: (661) 241-6252, mark.nellis@bakersfieldbehavioral.com

Intake Contact: Tina Minton, Director of Intake, FAX (661) 241-5587 (FAX is delivered as an email); (661) 241-5507; tina.minton@bakersfieldbehavioral.com

Billing Contact: Helen Cullen, Business Office Manager, (661) 241-5599

Billing/Service Address: 5201 White Lane, Bakersfield, CA 93309

Services: Acute Inpatient Psychiatric Services;
Mental Health and Dual Diagnosis for Children, Adolescents and Adults; and
Voluntary or Involuntary (5150s) Admits

Ages Served: Children Ages 5 – 12; Adolescents Ages 13 – 17; Adults Ages 18+

Capacity: 90 beds total (23 beds are flexible based on census need by age)
Adults from 38-61 beds; Youth from 29 to 52 beds

Medi-Cal Billing: YES, for ages 5 – 20 and 65+

Client Transportation: Into Facility - Responsibility of, and paid for by referring entity;
Post-Release - Responsibility of, and paid for by BBHH.

Service Rates:

Inpatient Day Rate (Code 124):	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$916	\$945	\$975	\$1,006	\$1,038	\$1,071
Adult	800	825	850	875	900	925

Administrative Day Rate (Code 169):

	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$489.28	\$503.96	\$519.08	\$534.65	\$550.69	\$567.21
Adult	489.28	503.96	519.08	534.65	550.69	567.21

Professional Day Rate: \$110

By 

Print Name: BECKIE SHAULINGER

Title: CHIEF EXECUTIVE OFFICER
Chairperson of the Board, or
President, or any Vice President

By 

Print Name: MARK D NELLIS

Title: CHIEF FINANCIAL OFFICER
Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

Community Behavioral Health Center
UMDAP Application

CLIENT INFORMATION			
1. Name	Date of Birth	File Number	
RESPONSIBLE PARTY INFORMATION			
2. Name	Relationship to Client	Date of Birth	Marital Status
3. Address			Telephone Number
4. Veteran			Social Security Number
5. Employer	Position		If not employed, date last worked
6. Employer's Address			Telephone Number
7. Spouse	Address		
8. Spouse's Employer	Position	If not employed, date last worked	
9. Spouse's Employer's Address		Telephone Number	
10. Nearest Relative	Telephone/Address		
THIRD PARTY INFORMATION			
11. Insurance Company	Address		
12. Policy/Group/ID Number	Assignment/Release of Information obtained		
13. V.A. Claim Number	Medicare Claim Number		
14. Medi-Cal Claim Number	Date referred for Eligibility Determination		

FINANCIAL LIABILITY

Schedule of Asset Allowances
Persons

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

ASSET DETERMINATION

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

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

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

Date _____

**MEDI-CAL PSYCHIATRIC INPATIENT HOSPITAL SERVICES
REGIONAL AVERAGE NON-NEGOTIATED RATES¹
JULY 1, 2017**

REGION ²	ACCOMMODATION CODES				
	<u>114</u>	<u>124</u>	<u>134</u>	<u>154</u>	<u>204</u>
BAY AREA	\$ 735	\$ 1,271	\$ 1,226	\$ 523	\$ 1,550
LOS ANGELES	\$ 736	\$ 676	\$ 691	\$ 523	\$ 724
CENTRAL	\$ 735	\$ 1,102	\$ 731	\$ 523	\$ 804
SOUTHERN	\$ 721	\$ 780	\$ 765	\$ 523	\$ 763
SUPERIOR	\$ 735	\$ 853	\$ 731	\$ 523	\$ 804
STATEWIDE	\$ 735	\$ 853	\$ 731	\$ 523	\$ 804

114	Room and Board-Private Psychiatric
124	Room and Board-Semi-Private 2 Bed, Psychiatric
134	Room and Board-Semi-Private 3 or 4 Bed, Psychiatric
154	Room and Board, Ward (Medical or General), Psychiatric
204	Intensive Care, Psychiatric

Rate Regions

1. Superior - Butte, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity counties. Border communities (Oregon cities) are Ashland, Brookings, Cave Junction, Grants Pass, Jacksonville, Klamath Falls, Lakeview, Medford, and Merrill.
2. Central - Alpine, Amador, Calaveras, El Dorado, Fresno, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter, Tulare, Tuolumne, Yolo, and Yuba counties. Border communities (Nevada cities) are Carson City, Incline Village, Minden, Reno, Sparks, and Zephyr Cove.
3. Bay Area - Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma counties.
4. Southern - Imperial, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties. Border communities (Nevada cities) are Las Vegas and Henderson. Border communities (Arizona cities) are Bullhead City, Kingman, Lake Havasu City, Parker, and Yuma.
5. Los Angeles County.

¹ Regional average rates are calculated using FY 2015-16 paid claims.

² The Rate Regions, including specified border communities, are listed in the California Code of Regulations, Title 9, Section 1820.115 (i) and reprinted below.

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 ten (10) years from the date of the end of the Agreement.

A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.
 - Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
 - Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
 - Documentation will describe client's strengths in achieving client plan goals.
 - Special status situations that present a risk to clients or others will be prominently documented and updated as appropriate.
 - Documentations will include medications that have been described by mental health plan physicians, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
 - Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities will be clearly documented.
 - A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultations reports.
 - For children and adolescents, pre-natal and perinatal events and complete developmental history will be documented.
 - Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
 - A relevant mental status examination will be documented.
 - A DSM-5 diagnosis, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.
2. Timeliness/Frequency Standard for Assessment
 - An assessment will be completed at intake and updated as needed to document changes in the client's condition.
 - Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

B. Client Plans

1. Client plans will:
 - have specific observable and/or specific quantifiable goals

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

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

1. Items that must be contained in the client record related to the client’s progress in treatment include:
 - The client record will provide timely documentation of relevant aspects of client care
 - Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
 - All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person’s professional degree, licensure or job title; and the relevant identification number, if applicable
 - All entries will include the date services were provided
 - The record will be legible
 - The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

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

- A. Every Service Contact
- Mental Health Services
 - Medication Support Services
 - Crisis Intervention

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

CONTRACTOR 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.

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.

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 the California Department of Industrial Relations website located at 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.

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.

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.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed):
Federal ID Number County of Fresno 94-6000512

By (Signature)

Printed Name and Title of Person Signing

Date Executed

Executed in the County of Fresno

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE

Contractor has, unless exempted, complied with the nondiscrimination 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;

CONTRACTOR CERTIFICATION CLAUSES (Continued)

- 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 the proposed 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 the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the 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-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.

CONTRACTOR CERTIFICATION CLAUSES (Continued)

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.

The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The 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).

6. DOMESTIC PARTNERS

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

7. GENDER IDENTITY

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed): Behavioral Health Care Fremont Hospital
Federal ID Number County of Fresno 94-6000512

Rowena Astrauskas
By (Signature)

Rowena Astrauskas CFO
Printed Name and Title of Person Signing

5/8/2018
Date Executed

Executed in the County of Fresno

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE

Contractor has, unless exempted, complied with the nondiscrimination 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;

CONTRACTOR CERTIFICATION CLAUSES (Continued)

- 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 the proposed 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 the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the 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-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.)

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Contractor/Bidder Firm Name (Printed): Bakersfield Behavioral Health Hospital
Federal ID Number County of Fresno 94-6000512

By (Signature) 

BECKIE SHAUINGER, CHIEF EXECUTIVE OFFICER

Printed Name and Title of Person Signing

Date Executed

Executed in the County of Fresno

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CONTRACTOR CERTIFICATION CLAUSES (Continued)

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STD. 204 (Rev. 6-2003)

[illegible]

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<u>Requirement to Complete Payee Data Record, STD. 204</u> A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.								
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.								
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).								
4	<u>Are you a California resident or nonresident?</u> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
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5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.								
6	This section must be completed by the State agency requesting the STD. 204.								
	<u>Privacy Statement</u> Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.								

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.								
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS MAILING ADDRESS BUSINESS ADDRESS 5201 WHITE LANE CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE BAKERSFIELD, CA 93311								
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 47-4433670 ☐ PARTNERSHIP ☐ CORPORATION: ☐ ESTATE OR TRUST ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☒ ALL OTHERS ☐ INDIVIDUAL OR SOLE PROPRIETOR - - - - - ENTER SOCIAL SECURITY NUMBER: - - - - - (SSN required by authority of California Revenue and Tax Code Section 18646)		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.						
4 PAYEE RESIDENCY STATUS	☐ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. ☐ No services performed in California. ☐ Copy of Franchise Tax Board waiver of State withholding attached.								
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 65%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) BECKIE SHAUINGER</td> <td style="width: 35%;">TITLE CHIEF EXECUTIVE OFFICER</td> </tr> <tr> <td>SIGNATURE </td> <td> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">DATE 4/20/18</td> <td style="width: 70%;">TELEPHONE (661) 398-1800</td> </tr> </table> </td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) BECKIE SHAUINGER	TITLE CHIEF EXECUTIVE OFFICER	SIGNATURE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">DATE 4/20/18</td> <td style="width: 70%;">TELEPHONE (661) 398-1800</td> </tr> </table>	DATE 4/20/18	TELEPHONE (661) 398-1800
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6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: () _____ Fax: () _____ E-mail Address: _____								

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

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Medi-Cal Organizational Provider Standards

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

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

Fresno County Mental Health Plan Grievances and Appeals Process

The 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 to give verbal and written information to Medi-Cal beneficiaries regarding the following:

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

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

The MHP shall have sixty (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 Managed Care staff who were 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 thirty (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 sixty (60) calendar days of receipt of the complaint. The decision rendered by the MHP is final.

FRESNO COUNTY MENTAL HEALTH PLAN

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- The Incident Report must be completed for all incidents involving clients. The staff person who becomes aware of the incident completes this form, and the supervisor co-signs it.
- When more than one client is involved in an incident, a separate form must be completed for each client.

Where the forms should be sent - within 24 hours from the time of the incident

- Incident Report should be sent to:

DBH Program Supervisor

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) _____ Where did this happen? _____

Name/DMH # _____

1. Background information of the incident:**2. Method of investigation:** (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) _____

List key people involved. (witnesses, visitors, physicians, employees)

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

Outcome severity: *Nonexistent* ☐ *inconsequential* ☐ *consequential* ☐ *death* ☐ *not applicable* ☐ *unknown* ☐

4. Response: a) corrective action, b) Plan of Action, c) other

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

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

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

	YES	NO
A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX?	☐	☐
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?	☐	☐
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)	☐	☐

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

--	--	--

YES NO

IV. A. Has there been a change in ownership or control within the last year? ☐ ☐
If yes, give date. _____

B. Do you anticipate any change of ownership or control within the year?..... ☐ ☐
If yes, when? _____

C. Do you anticipate filing for bankruptcy within the year?..... ☐ ☐
If yes, when? _____

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information			
Name of entity BHC Fremont Hospital		D/B/A Fremont Hospital	
Address (number, street) 39001 Sundale Dr		City Fremont	State Ca
CLIA number 140000347		Taxpayer ID number (EIN) 62-1658532	ZIP code 94538
		Telephone number (510) 796-1100	

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? | ☐ | ☒ |
| 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? | ☐ | ☒ |
| 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) | ☐ | ☒ |

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

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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

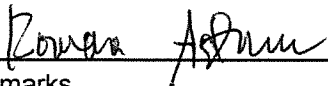
VII. A. Is this facility chain affiliated? ☐ YES ☒ NO
(If yes, list name, address of corporation, and EIN.)

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) Rowena Astrauskas	Title CEO
Signature 	Date 04/16/18

Remarks

Universal Health Services

EIN: 62-1658532 > Fremont Hospital

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of entity BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC		D/B/A		
Address (number, street) 5201 WHITE LANE		City BAKERSFIELD	State CA	ZIP code 93311
CLIA number	Taxpayer ID number (EIN) 47-4433670	Telephone number (661) 541-5509		

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? | ☐ | ☒ |
| 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? | ☐ | ☒ |
| 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) | ☐ | ☒ |

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? No
(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
BECKIE SHAUINGER	CHIEF EXECUTIVE OFFICER
Signature	Date
	4/20/18

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) (d) 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)

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(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:

Raven Astrauskas
Raven Astrauskas, CTO
(Printed Name & Title)

Date:

04/16/18
Fremont Hospital
(Name of Agency or
Company)

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

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(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:



BECKIE SHAUINGER, CEO
(Printed Name & Title)

Date:



BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL
(Name of Agency or Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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INSTRUCTIONS

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

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
N/A			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)			
N/A			
(5) Authorized Signature			
Signature:	Roman Abram	Date:	04/16/13

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:	NOT APPLICABLE	Date:	
Job Title:			
(2) Company/Agency Name and Address:			
NOT APPLICABLE			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
NOT APPLICABLE			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)			
NOT APPLICABLE			
(5) Authorized Signature			
Signature:		Date:	4/20/18