

AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of August, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Pacific Clinics**, a California Non-profit, 501 (c)(3), Corporation, whose address is 251 Llewellyn Ave, Campbell, CA 95008 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, CONTRACTOR, formerly referred to as Uplift Family Services, agreed to operate a Mental Health Services Act (MHSA) funded Children/Youth Assertive Community Treatment Program and provide integrated mental health and community support services to youth ages 10-18 with serious emotional disturbance (SED) and at least one diagnosis from the current Diagnostic and Statistical Manual of Mental Disorder (DSM) to COUNTY; and

WHEREAS, COUNTY entered into Agreement number 18-689 with Uplift Family Services, dated the 11th of December, 2018 and later amended by Agreement number 18-689-1 on the 8th of June, 2021. Agreement number 18-689 and Agreement number 18-689-1 shall hereinafter collectively be referred to as Agreement number 18-689.

WHEREAS, Uplift Family Services notified COUNTY that the company was merging with another corporation effective March 1, 2022 and would be changing its legal name to Pacific Clinics as of July 1, 2022; therefore, a new Agreement is being entered into with the new legal name retroactive to July 1, 2022.

WHEREAS, COUNTY and CONTRACTOR have agreed to terminate Agreement 18-689 and supersede with the following Agreement for the final fiscal year of the contract term.

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

1. Services

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

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as

1 specified in COUNTY's Request for Proposal (RFP) No. 18-044 dated April 10, 2018, Addendum No. One
2 (1) to COUNTY's RFP No. 18-044 dated May 3, 2018, collectively referred to herein as COUNTY's
3 Revised RFP, and CONTRACTOR's response to said Revised RFP dated May 17, 2018 all incorporated
4 herein by reference and made part of this Agreement. In the event of any inconsistency among these
5 documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1)
6 to this Agreement, including Exhibits and excluding the Revised RFP and CONTRACTOR's Response to
7 RFP; 2) to the Revised RFP; and 3) to CONTRACTOR's Response to the Revised RFP. A copy of
8 COUNTY's Revised RFP No. 18-044 and CONTRACTOR's response thereto shall be retained and made
9 available during the term of this Agreement by COUNTY's DBH Contracts Division. CONTRACTOR
10 agrees that all references to Uplift Family Services, Inc. in the above documents shall refer to
11 CONTRACTOR as of the effective date of this agreement.

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

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

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

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

24 G. CONTRACTOR shall maintain requirements as a COUNTY MHP organizational
25 provider throughout the term of this Agreement. If, for any reason, this status is not maintained, COUNTY
26 may terminate this Agreement pursuant to Section Three (3) of this Agreement.

27 H. CONTRACTORS shall provide tracking tools and measurements for effectiveness,
28 efficiency, and client satisfaction indicators as required by Commission on Accreditation of Rehabilitation

1 Facilities (CARF) standards and as further detailed in Exhibit N.

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

6 **2. TERM**

7 This Agreement shall become effective the 1st day of July, 2022 and shall terminate on
8 the 30th day of June, 2023.

9 **3. TERMINATION**

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

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

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

21 In no event shall any payment by the COUNTY constitute a waiver by COUNTY of any
22 breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither
23 shall such payment impair or prejudice any remedy available to COUNTY with respect to breach or
24 default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of
25 any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY
26 were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly
27 refund any such funds upon demand or, at COUNTY's option, such repayment shall be deducted
28 from future payments owing to CONTRACTOR under this Agreement.

1 C. Without Cause - Under circumstances other than those set forth above, this
2 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DBH Director, or
3 designee, upon the giving of thirty (30) days advance written notice of an intention to terminate.

4 **4. COMPENSATION**

5 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
6 compensation in accordance with the budget set forth in Exhibit B "Budget", attached hereto and by
7 this reference incorporated herein and made part of this Agreement.

8 The maximum amount payable to CONTRACTOR for the period of July 1, 2022 through
9 June 30, 2023 shall not exceed Three Million, Seven Hundred Forty-One Thousand, Two Hundred
10 Seventy-Eight and No/100 Dollars (\$3,741,278.00). It is understood by CONTRACTOR and COUNTY
11 that the total of MHSA funds payable under this Agreement to CONTRACTOR shall not exceed Nine
12 Hundred Eighty-One Thousand Nine Hundred Twenty-One and No/100 Dollars (\$981,921.00). It is
13 also understood by CONTRACTOR and COUNTY that CONTRACTOR estimated generating a total
14 of Two Million Seven Hundred Fifty-Nine Thousand Three Hundred Fifty Six and No /100 Dollars
15 (\$2,759,356.00) in Medi-Cal Federal FFP under this Agreement to offset CONTRACTOR program
16 costs as set forth in Exhibit B.

17 Payment shall be made upon certification or other proof satisfactory to COUNTY's
18 DBH that services have actually been performed by CONTRACTOR as specified in this Agreement.

19 A. If CONTRACTOR fails to generate the Medi-Cal revenue and/or client fee
20 reimbursement amounts set forth in Exhibit B, COUNTY shall not be obligated to pay the difference
21 between these estimated amounts and the actual amounts generated.

22 It is further understood by COUNTY and CONTRACTOR that any Medi-Cal
23 revenue and/or client fee reimbursements above the amounts stated herein will be used to directly offset
24 the COUNTY's contribution of COUNTY funds identified in Exhibit B. The offset of funds will also be
25 clearly identified in monthly invoices received from CONTRACTOR as further described in Section Five
26 (5) of this Agreement.

27 Travel shall be reimbursed based on actual expenditures and mileage
28 reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the Federal Internal

1 Revenue Services (IRS) published rate.

2 B. It is understood that all expenses incidental to CONTRACTOR's performance of
3 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply with
4 any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

5 C. Payments shall be made by COUNTY to CONTRACTOR in arrears for services
6 provided during the preceding month, within forty-five (45) days after the date of receipt and approval by
7 COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be made after
8 receipt and verification of actual expenditures incurred by CONTRACTOR for monthly program costs, as
9 identified in Exhibit B, in the performance of this Agreement and shall be documented to COUNTY on a
10 monthly basis by the tenth (10th) of the month following the month of said expenditures. The parties
11 acknowledge that CONTRACTOR will be performing hiring, training, and credentialing of staff, and
12 COUNTY will be performing additional staff credentialing to ensure compliance with State and Federal
13 regulations.

14 D. COUNTY shall not be obligated to make any payments under this Agreement if the
15 request for payment is received by COUNTY more than sixty (60) days after this Agreement has
16 terminated or expired.

17 All final invoices shall be submitted by CONTRACTOR within sixty (60) days
18 following the final month of service for which payment is claimed. No action shall be taken by COUNTY
19 on invoices submitted beyond the sixty (60) day closeout period. Any compensation which is not
20 expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically
21 revert to COUNTY.

22 E. The services provided by CONTRACTOR under this Agreement are funded in
23 whole or in part by the State of California. In the event that funding for these services is delayed by the
24 State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred payment
25 shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of
26 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of
27 payment to COUNTY plus forty-five (45) days.

28 F. CONTRACTOR shall be held financially liable for any and all future

1 disallowances/audit exceptions due to CONTRACTOR deficiency discovered through the State audit
2 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the
3 disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be
4 withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive
5 reimbursement for any units of services rendered that are disallowed or denied by the Fresno County
6 Mental Health Plan (Mental Health Plan) utilization review process or through the State Department of
7 Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients.
8 Notwithstanding the above, COUNTY must notify CONTRACTOR prior to any State audit process and/or
9 COUNTY utilization review. To the extent allowable by law, CONTRACTOR shall have the right to be
10 present during each phase of any State audit process and/or COUNTY utilization review and shall be
11 provided all documentation related to each phase of any State audit process and/or COUNTY utilization
12 review. Additionally, prior to any disallowances/audit exceptions becoming final, CONTRACTOR shall be
13 given at least 10 business days to respond to such proposed disallowances/audit exceptions.

14 G. It is understood by CONTRACTOR and COUNTY that this Agreement is funded
15 with mental health funds to serve children/youth with Seriously Emotionally Disturbed (SED) disorders,
16 many of whom have co-occurring substance use disorders. It is further understood by CONTRACTOR
17 and COUNTY that funds shall be used to support appropriately integrated and documented treatment
18 services for co-occurring mental health and substance use disorders.

19 **5. INVOICING**

20 A. CONTRACTOR shall invoice COUNTY electronically in arrears by the twentieth
21 (20th) of each month for actual services rendered in the previous month, to:
22 dbhinvoicereview@fresnocountyca.gov, dbh-invoices@fresnocountyca.gov, and Cc: the assigned
23 DBH Mental Health Contract Analyst. After CONTRACTOR renders service to referred clients,
24 CONTRACTOR will invoice COUNTY for payment, certify the expenditure, and submit electronic claiming
25 data into COUNTY's electronic information system for all clients, including those eligible for Medi-Cal as
26 well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit.
27 COUNTY must pay CONTRACTOR before submitting a claim to DHCS for Federal reimbursement for
28 Medi-Cal eligible clients.

1 B. At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect
2 or is otherwise not in proper form or substance, COUNTY's DBH Director or designee, shall have the right
3 to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days
4 prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of
5 ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period,
6 the invoice(s) is still not corrected to COUNTY DBH's satisfaction, COUNTY's DBH Director or designee,
7 may elect to terminate this Agreement, pursuant to the termination provisions stated in Section Three (3)
8 of this Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of
9 this Agreement or termination of this Agreement, at the discretion of COUNTY's DBH Director or
10 designee, COUNTY's DBH shall have the right to deny payment of any additional invoices received.

11 C. Monthly invoices shall include a client roster, identifying volume reported by
12 guarantor group clients served (including third party payer of services) by month and year-to-date,
13 including percentages.

14 D. CONTRACTOR shall submit to the COUNTY by the twentieth (20th) of each
15 month a detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit
16 GL reports and supporting documentation shall be deemed sufficient cause for COUNTY to withhold
17 payments until there is compliance, as further described in Section Five (5) herein.

18 E. CONTRACTOR will remit annually within ninety (90) days from June 30, a
19 schedule to provide the required information on published charges for all authorized direct specialty
20 mental health services. The published charge listing will serve as a source document to determine the
21 CONTRACTOR's usual and customary charge prevalent in the public mental health sector that is used to
22 bill the general public, insurers or other non-Medi-Cal third party payers during the course of business
23 operations.

24 F. CONTRACTOR shall submit monthly staffing reports that identify all direct service
25 and support staff, applicable licensure/certifications, and full time hours worked to be used as a tracking
26 tool to determine if CONTRACTOR's program is staffed according to the services provided under this
27 Agreement.

28 G. CONTRACTOR must maintain financial records for a period of ten (10) years or

1 until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be responsible
2 for any disallowances related to inadequate documentation.

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

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

10 J. CONTRACTOR must comply with all laws and regulations governing the Federal
11 Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section
12 1395 et seq; and 2) the regulations and rules promulgated by the Federal Centers for Medicare and
13 Medicaid Services as they relate to participation, coverage and claiming reimbursement. CONTRACTOR
14 will be responsible for compliance as of the effective date of each Federal, State or local law or regulation
15 specified.

16 K. If a client has dual coverage, such as other health coverage (OHC) or Federal
17 Medicare, CONTRACTOR will be responsible for billing the carrier and obtaining a payment/denial or
18 have validation of claiming with no response ninety (90) days after the claim was mailed before the
19 service can be entered into COUNTY's electronic information system. CONTRACTOR must report all
20 third party collections for Medicare, third party, client pay, or private pay in each monthly invoice and in
21 the annual cost report that is required to be submitted. A copy of explanation of benefits or CMS 1500
22 form is required as documentation. CONTRACTOR must report all revenue collected from OHC, third-
23 party, client-pay, or private-pay in each monthly invoice and in the cost report that is required to be
24 submitted. CONTRACTOR shall submit monthly invoices for reimbursement that equal the amount due
25 CONTRACTOR less any funding sources not eligible for Federal and State reimbursement.
26 CONTRACTOR must comply with all laws and regulations governing the Federal Medicare program,
27 including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section 1395 et seq; and
28 2) the regulation and rules promulgated by the Federal Centers for Medicare and Medicaid Services as

1 they relate to participation, coverage and claiming reimbursement. CONTRACTOR will be responsible for
2 compliance as of the effective date of each Federal, State or local law or regulation specified.

3 L. Data entry shall be the responsibility of CONTRACTOR. COUNTY shall monitor
4 the volume of services and cost of services entered into COUNTY's electronic information system. Any
5 and all audit exceptions resulting from the provision and reporting of specialty mental health services by
6 CONTRACTOR shall be the sole responsibility of CONTRACTOR. CONTRACTOR will comply with all
7 applicable policies, procedures, directives and guidelines regarding the use of COUNTY's electronic
8 information system.

9 M. Medi-Cal Certification and Mental Health Plan Compliance

10 CONTRACTOR shall comply with any and all requests and directives associated
11 with COUNTY maintaining State Medi-Cal site certification. CONTRACTOR shall provide specialty
12 mental health services in accordance with COUNTY's Mental Health Plan. CONTRACTOR must comply
13 with the "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set forth in
14 Exhibit D, attached hereto and incorporated herein by reference and made part of this Agreement.
15 CONTRACTOR shall comply with any and all requests associated with any State and/or Federal reviews
16 or audits.

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

26 **6. INDEPENDENT CONTRACTOR**

27 In performance of the work, duties, and obligations assumed by CONTRACTOR under
28 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of

1 CONTRACTORs officers, agents, and employees will at all times be acting and performing as an
2 independent contractor, and shall act in an independent capacity and not as an officer, agent,
3 servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall
4 have no right to control or supervise or direct the manner or method by which CONTRACTOR shall
5 perform its work and function. However, COUNTY shall retain the right to administer this Agreement
6 so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and
7 conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law
8 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
9 which are directly or indirectly the subject of this Agreement.

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

19 **7. MODIFICATION**

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

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

27 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment,
28 Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, as set forth

1 in Exhibit B, that do not exceed 10% of the maximum compensation payable to CONTRACTOR may be
2 made with the written approval of COUNTY's DBH Director or designee. Changes to the expense
3 categories in the budget that exceed ten percent (10%) of the maximum compensation payable to
4 CONTRACTOR, may be made with the signed written approval of COUNTY's DBH Director or designee
5 through an amendment approved by COUNTY's Counsel and COUNTY's Auditor-Controller's Office.

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

8 **8. NON-ASSIGNMENT**

9 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
10 duties under this Agreement without the prior written consent of the other party.

11 **9. HOLD-HARMLESS**

12 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
13 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses
14 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to
15 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
16 agents, or employees under this Agreement, and from any and all costs and expenses (including
17 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any
18 person, firm, or corporation who may be injured or damaged by the performance, or failure to
19 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

20 **10. INSURANCE**

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

24 A. Commercial General Liability

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement

C. Real and Property Insurance

CONTRACTOR shall maintain a policy of insurance for all risk personal property coverage which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of COUNTY purchase and owned property, at a minimum, as discussed in Section Twenty One (21) of this Agreement.

D. All Risk Property Insurance

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

E. Professional Liability

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

F. Child Abuse/Molestation and Social Services Coverage

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

G. Worker's Compensation

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

H. Cyber Liability

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

11
12
13 I. Additional Requirements Relating to Insurance

14 CONTRACTOR hereby waives its right to recover from COUNTY, its officers,
15 agents, and employees any amounts paid by the policy worker's compensation
16 insurance required by this Agreement. CONTRACTOR is solely responsible to
17 obtain any endorsement to such policy that may be necessary to accomplish
18 such waiver of subrogation, but CONTRACTOR'S waiver of subrogation under
19 this paragraph is effective whether or not CONTRACTOR obtains such an
20 endorsement.

21
22
23 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
24 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
25 additional insured, but only insofar as the operations under this Agreement are concerned. Such
26 coverage for additional insured shall apply as primary insurance and any other insurance, or
27 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not
28 contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be
cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
employees any amounts paid by the policy of worker's compensation insurance required by this
Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133
N. Millbrook Ave., Fresno, California 93703), Attention: Contracted Services Division or electronically to

1 dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned COUNTY's DBH Staff
2 Analyst, stating that such insurance coverage have been obtained and are in full force; that the County of
3 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that
4 such Commercial General Liability insurance names the County of Fresno, its officers, agents and
5 employees, individually and collectively, as additional insured, but only insofar as the operations under
6 this Agreement are concerned; that such coverage for additional insured shall apply as primary
7 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
8 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's
9 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
10 days advance, written notice given to COUNTY.

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

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

17 **11. LICENSES/CERTIFICATES**

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

26 **12. RECORDS**

27 CONTRACTOR shall maintain records in accordance with Exhibit E, "Documentation
28 Standards for Client Records", attached hereto and by this reference incorporated herein and made part

1 of this Agreement. COUNTY shall be allowed to review all records of services provided, including the
2 goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and
3 objectives. All mental health records shall be considered the property of the COUNTY and shall be
4 retained by the COUNTY upon termination or expiration of this Agreement.

5 **13. REPORTS**

6 A. Outcome Reports

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

10 B. Additional Reports

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

18 C. Cost Report

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

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

25 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR
26 agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings
27 related to the reimbursement provided under this Agreement. CONTRACTOR will participate in the
28 several phases of settlements between COUNTY/CONTRACTOR and DHCS. The phases of initial cost

1 reporting for settlement according to State reconciliation of records for paid Medi-Cal services and audit
2 settlement are: State DHCS audit 1) initial cost reporting – after an internal review by COUNTY, the
3 COUNTY files the cost report with State DHCS on behalf of CONTRACTOR’s legal entity for the fiscal
4 year; 2) Settlement – State reconciliation of records for paid Medi-Cal services, approximately 18 to 36
5 months following the State close of the fiscal year, DHCS will send notice for any settlement under this
6 provision to COUNTY; and 3) Audit Settlement-State DHCS audit. After final reconciliation and
7 settlement DHCS may conduct a review of medical records, cost report along with support documents
8 submitted to COUNTY in initial submission to determine accuracy and may disallow costs and/or units of
9 services. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement
10 with CONTRACTOR until resolution of the appeal. DHCS Audits will follow Federal Medicaid procedures
11 for managing overpayments. If at the end of the Audit Settlement, COUNTY determines that it overpaid
12 CONTRACTOR, it will require CONTRACTOR to repay the Medi-Cal related overpayment back to
13 COUNTY.

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

18 **14. MONITORING**

19 CONTRACTOR agrees to extend to COUNTY’s staff, COUNTY’s DBH Director, and the
20 State Department of Health Care Services or their designees, the right to review and monitor records,
21 services, or procedures, at any time, in regard to clients, as well as the overall operation of
22 CONTRACTOR’s performance, in order to ensure compliance with the terms and conditions of this
23 Agreement.

24 **15. REFERENCES TO LAWS AND RULES**

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

28 **16. COMPLIANCE WITH STATE REQUIREMENTS**

1 CONTRACTOR recognizes that COUNTY operates its mental health programs under an
2 agreement with the State of California Department Health Care Services, and that under said agreement
3 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall
4 adhere to all State requirements, including those identified in Exhibit F, "State Mental Health
5 Requirements", attached hereto and by this reference incorporated herein and made part of this
6 Agreement. CONTRACTOR shall also file an incident report for all incidents involving clients, following
7 the Protocol and using the Worksheet identified in Exhibit G, "Incident Reporting", attached hereto and by
8 this reference incorporated herein and made part of this Agreement, or a protocol and worksheet
9 presented by CONTRACTOR that is accepted by COUNTY's DBH Director or designee.

10 **17. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS**

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

15 CONTRACTOR shall inform every client of their rights under the COUNTY's Mental Health
16 Plan as described in Exhibit I, "Fresno County Mental Health Plan", attached hereto and by this reference
17 incorporated herein and made part of this Agreement.

18 **18. CONFIDENTIALITY**

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

22 **19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

23 COUNTY and CONTRACTOR each consider and represent themselves as covered
24 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
25 104-191 (HIPAA) and agree that any use and disclosure of Protected Health Information (PHI) shall
26 be in compliance with applicable law.

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

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

6 To the extent applicable, CONTRACTOR and COUNTY agree to comply with the
7 HIPAA Regulations, including those set forth in as set forth in, but not limited to, Title 45, Sections
8 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations.

9 **20. DATA SECURITY**

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

16 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

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

- 19 1) CONTRACTOR has received authorization by COUNTY for telecommuting
20 purposes;
- 21 2) Current virus protection software is in place;
- 22 3) Mobile device has the remote wipe feature enabled; and
23 A secure connection is used

24 B. CONTRACTOR-Owned Computers or Computer Peripherals

25 CONTRACTOR may not bring CONTRACTOR-owned computers or computer
26 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief
27 Information Officer, or designee(s), including but not limited to mobile storage devices. If approved to
28 be transferred, data must be stored on a secure server approved by the COUNTY and transferred by

1 means of a virtual private network (VPN) connection or another type of secure connection. Said data
2 must be encrypted.

3 C. COUNTY-Owned Computer Equipment

4 CONTRACTOR may not use COUNTY computers or computer peripherals on
5 non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer, or
6 designee(s).

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

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

13 F. Confidential client information transmitted to one party by the other by means of
14 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
15 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

16 G. CONTRACTOR shall be responsible to immediately notify COUNTY of any
17 breaches or potential breaches of security related to COUNTY's confidential information, data
18 maintained in computer files, program documentation, data processing systems, data files and data
19 processing equipment which stores or processes COUNTY data internally or externally.

20 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents
21 arising from an actual breach of security related to COUNTY's confidential client information provided
22 to CONTRACTOR; however, CONTRACTOR will be responsible to issue any notification to affected
23 individuals to the extent required by law. CONTRACTOR will be responsible for all actual costs
24 incurred as a result of providing said required notification to the extent that the breach was caused by
25 CONTRACTOR's failure to adhere to the privacy, confidentiality, or data security provisions set forth
26 herein.

27 **21. PROPERTY OF COUNTY**

28 A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and

1 intangible property obtained or controlled under COUNTY's Mental Health Plan for use in operational
2 capacity and will benefit COUNTY for a period more than one year. Depreciation of the qualified items
3 will be on a straight-line basis.

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

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

8 type.

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

18
19 Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is
20 approved and identified as an asset, it will be tagged with a COUNTY program number. A Fixed Asset
21 Log, attached hereto as Exhibit O and by this reference incorporated herein and made part of this
22 Agreement, will be maintained by COUNTY's Asset Management System and annually inventoried until
23 the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be
24 inventoried in comparison to COUNTY's DBH Asset Inventory System.

25 B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but
26 more than \$1,000, with over one year life span, and are mobile and high risk of theft or loss are sensitive
27 assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other
28 sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR will maintain a
tracking system on the items and are not required to be capitalize or depreciated. The items are subject

1 to annual inventory for compliance.

2 C. Assets shall be retained by COUNTY, as COUNTY property, in the event this
3 Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in
4 an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this
5 Agreement, CONTRACTOR shall be physically present when fixed and inventoried assets are returned to
6 COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY-owned
7 undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the
8 assets at the expiration or termination of this Agreement.

9 CONTRACTOR further agrees to the following:

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

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

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

19 D. The purchase of any equipment by CONTRACTOR with funds provided hereunder
20 shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this Agreement as
21 appropriate, and must be directly related to CONTRACTORS services or activities under the terms of this
22 Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment
23 purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from
24 COUNTY.

25 E. CONTRACTOR must obtain prior written approval from COUNTY's DBH
26 whenever there is any modification or change in the use of any property acquired or improved, in whole or
27 in part, using funds under this Agreement. If any real or personal property acquired or improved with said
28 funds identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under

1 this Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market
2 value of the property, less any portion thereof attributable to expenditures of funds not provided under this
3 Agreement. These requirements shall continue in effect for the life of the property. In the event this
4 Agreement expires, or terminates, the requirements for this Section shall remain in effect for activities or
5 property funded with said funds, unless action is taken by the State government to relieve COUNTY of
6 these obligations.

7 **22. NON-DISCRIMINATION**

8 During the performance of this Agreement, CONTRACTOR shall not unlawfully
9 discriminate against any employee or applicant for employment, or recipient of services, because of
10 ethnic group identification, gender, gender identity, gender expression, sexual orientation, color,
11 physical disability, mental disability, medical condition, national origin, race, ancestry, marital status,
12 religion or religious creed, pursuant to all applicable State of California and Federal statutes and
13 regulations.

14 **23. CULTURAL COMPETENCY**

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

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

22 B. Policies and procedures for ensuring access and appropriate use of trained
23 interpreters and material translation services for all LEP consumers, including, but not limited to,
24 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and
25 procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must
26 include ensuring compliance of any sub-contracted providers with these requirements.

27 C. CONTRACTOR shall not use minors as interpreters.

28 D. CONTRACTOR shall provide and pay for interpreting and translation services to

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

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

24 **24. AMERICANS WITH DISABILITIES ACT**

25 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to
26 this Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act
27 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations
28 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,

1 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic
2 and information technology (EIT) accessible to people with disabilities. California Government Code
3 section 11135 codifies section 508 of the Act requiring accessibility of electronic and information
4 technology.

5 **25. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

6 To the extent necessary to prevent disallowance of reimbursement under section
7 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)(I)), until the expiration of four (4)
8 years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon
9 written request to the Secretary of the United States Department of Health and Human Services, or upon
10 request to the Comptroller General of the United States General Accounting Office, or any of their duly
11 authorized representatives, a copy of this Agreement and such books, documents, and records as are
12 necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR
13 under this Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of
14 its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100
15 Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such
16 Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing
17 of such services pursuant to such subcontract, the related organizations shall make available, upon
18 written request to the Secretary of the United States Department of Health and Human Services, or upon
19 request to the Comptroller General of the United States General Accounting Office, or any of their duly
20 authorized representatives, a copy of such subcontract and such books, documents, and records of such
21 organization as are necessary to verify the nature and extent of such costs.

22 **26. SINGLE AUDIT CLAUSE**

23 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00)
24 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit
25 in accordance with the requirements of the Single Audit Standards as set forth in Office of Management
26 and Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit and management letter to
27 COUNTY. The audit must include a statement of findings or a statement that there were no findings. If
28 there were negative findings, CONTRACTOR must include a corrective action plan signed by an

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

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

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

27 **27. COMPLIANCE**

28 CONTRACTOR agrees to comply with COUNTY's Contractor Code of Conduct and Ethics

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

10 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
11 employees, agents, and subcontractors providing services under this Agreement shall complete general
12 compliance training and appropriate employees, agents, and subcontractors shall complete
13 documentation and billing or billing/reimbursement training. All new employees, agents, and
14 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is
15 required to attend training shall certify in writing that he or she has received the required training. The
16 certification shall specify the type of training received and the date received. The certification shall be
17 provided to COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California 93703.

18 CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY
19 by the Federal Government as a result of CONTRACTOR's violation of the terms of this Agreement.

20 **28. ASSURANCES**

21 In entering into this Agreement, CONTRACTOR certifies that neither they, nor any of their
22 officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
23 Health Care Programs; that neither they, nor any of their officers, have been convicted of a criminal
24 offense related to the provision of health care items or services; nor have they, nor any of their officers,
25 been reinstated to participate in the Federal Health Care Programs after a period of exclusion,
26 suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that
27 CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility
28 for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs

1 and shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or
2 the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part,
3 directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such
4 time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

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

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

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

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

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

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

23 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for
24 information from COUNTY which may be necessary to complete any internal or external audits relating to
25 CONTRACTOR's compliance with the provisions of this Section.

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

1 **29. PUBLICITY PROHIBITION**

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

10 **30. COMPLAINTS**

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

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

24 **31. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

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

28 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and

1 455.106(a)(1),(2), the following information must be disclosed by CONTRACTOR by completing
2 Exhibit K, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this
3 reference incorporated herein. CONTRACTOR shall submit this form to DBH within thirty (30) days of
4 the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to this
5 information within thirty-five (35) days of occurrence by completing Exhibit K, "Disclosure of
6 Ownership and Control Interest Statement." Submissions shall be scanned pdf copies and are to be
7 sent via email to DBHContractedServicesDivision@fresnocountyca.gov attention: Contracts
8 Administration:

9 A. Name and address of any person(s) whether it be an individual or corporation
10 with an ownership or controlling interest in the disclosing entity or managed care entity:

11 1) Address must include the primary business address, every business
12 location and P.O. Box address(es)

13 2) Date of birth and Social Security Number for individuals

14 3) Tax identification number for other corporations or entities with
15 ownership or controlling interest in the disclosing entity

16 B. Any subcontractor(s) in which the disclosing entity has five (5) percent or more
17 interest

18 C. Whether the person(s) with an ownership or controlling interest of the disclosing
19 entity is related to another person having ownership or controlling interest as a parent, spouse, sibling
20 or child. Including whether the person(s) with ownership or controlling interest of the disclosing entity
21 is related to a person (parent, spouse, sibling or child) with ownership or has five (5) percent or more
22 interest in any of its subcontractors

23 D. Name of any other disclosing entity in which an owner of the disclosing entity
24 has an ownership or control interest

25 E. The ownership of any subcontractors with whom the provider has had business
26 transactions totaling more than \$25,000 during the 12-month period ending on the date of the request;
27 and

28 F. Any significant business transactions between the provider and any wholly

1 owned supplier, or between the provider and any subcontractor, during the 5-year period ending on
2 the date of the request.

3 G. Any person(s) with an ownership or control interest in the provider, or agent or
4 managing employee of the provider; and

5 1) Has been convicted of a criminal offense related to that person's
6 involvement in any program under Medicare, Medicaid, or the title XX services program since the
7 inception of those programs.

8 H. The ownership of any subcontractor with whom the provider has had business
9 transactions totaling more than \$25,000 during the 12-month period ending on the date of the request;
10 and

11 Any significant business transactions between the provider and any wholly owned
12 supplier, or between the provider and any subcontractor, during the 5-year period ending on the date
13 of the request.

14 **32. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

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

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

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

22 2. Violation of a federal or state antitrust statute;

23 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of
24 records; or

25 4. False statements or receipt of stolen property.

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

28 Disclosure of the above information will not automatically eliminate CONTRACTOR from

1 further business consideration. The information will be considered as part of the determination of whether
2 to continue and/or renew this Agreement and any additional information or explanation that
3 CONTRACTOR elects to submit with the disclosed information will be considered. If it is later determined
4 that CONTRACTOR failed to disclose required information, any contract awarded to such
5 CONTRACTOR may be immediately voided and terminated for material failure to comply with the terms
6 and conditions of the award.

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

17 **33. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

1 **34. AUDITS AND INSPECTIONS**

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

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

10 **35. NOTICES**

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

13 COUNTY

14 Director, Fresno County
15 Department of Behavioral Health
16 1925 E. Dakota Avenue
17 Fresno, CA 93726

CONTRACTOR

 Marilyn Bamford
 Pacific Clinics
 251 Llewelyn Ave
 Campbell, CA 95008

17 All notices between COUNTY and CONTRACTOR provided for or permitted under this
18 Agreement must be in writing and delivered either by personal service, by first-class United States mail,
19 by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
20 personal service is effective upon service to the recipient. A notice delivered by first-class United States
21 mail is effective three (3) COUNTY business days after deposit in the United States mail, postage
22 prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is
23 effective one (1) COUNTY business day after deposit with the overnight commercial courier service,
24 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A
25 notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if
26 such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed
27 to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a
28 machine record of the completed transmission. For all claims arising out of or related to this Agreement,

1 nothing in this section establishes, waives, or modifies any claims presentation requirements or
2 procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1
3 of the Government Code, beginning with section 810).

4 **36. GOVERNING LAW**

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

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

9 **37. SEVERABILITY**

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

12 **38. CONFLICT OF INTEREST**

13 No officer, agent, or employee of COUNTY who exercises any function or responsibility for
14 planning and carrying out the services provided under this Agreement shall have any direct or indirect
15 personal financial interest in this Agreement. CONTRACTOR shall comply with all Federal and State of
16 California conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and
17 beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

18 **39. INTERPRETATION**

19 This Agreement is the result of arms-length negotiations between the parties and shall be
20 construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be
21 construed against either party.

22 **40. ELECTRONIC SIGNATURE**

23 The parties agree that this Agreement may be executed by electronic signature as
24 provided in this section. An "electronic signature" means any symbol or process intended by an individual
25 signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a
26 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
27 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
28 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing

1 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
2 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
3 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
4 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
5 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and
6 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
7 and agrees that each other party may rely upon that representation. This Agreement is not conditioned
8 upon the parties conducting the transactions under it by electronic means and either party may sign this
9 Agreement with an original handwritten signature.

10 **41. ENTIRE AGREEMENT**

11 This Agreement, including all Exhibits, constitutes the agreement between
12 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
13 agreement negotiations, proposal, commitments, writings, advertisements, publication, and
14 understandings of any nature whatsoever unless expressly included in the Agreement. This Agreement
15 shall be retroactively effective July 1, 2022.

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

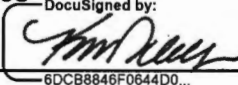
27 ///

28 ///

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

3
4 **CONTRACTOR:**

Pacific Clinics

5 DocuSigned by:
6 By  _____
6DCB8846F0644D0...

7
8 Print Name: Kim Wells

9 Title: General Counsel


10
11 Date: 6/9/2022

12
13
14
15
16
17 Mailing Address:
18 251 Llewellyn Avenue
19 Campbell, CA 95008

20
21 **FOR ACCOUNTING PURPOSES ONLY:**

22 Fund/Subclass: 0001/10000
23 Organization: 56304323
24 Account #: 7295/0
25
26
27
28

COUNTY OF FRESNO

By  _____
Brian Pacheco,
Chairman of the Board of
Supervisors of the County of Fresno

Date: 8-9-2022

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

By Honame, Deputy

Date: 8-9-2022

Department of Behavioral Health
Assertive Community Treatment Program to Children/Youth

SUMMARY OF SERVICES

PROVIDER: Pacific Clinics

251 Llewellyn Ave
Campbell, CA 95008

CONTRACT TERM: 2-year, 6-month base term, with two optional 12-month periods
January 1, 2019 - June 30, 2019
July 1, 2019 - June 30, 2020
July 1, 2020 - June 30, 2021
July 1, 2021 - June 30, 2022
July 1, 2022 - June 30, 2023

I. SCHEDULE OF SERVICES:

Services for Assertive Community Treatment program, under this Agreement, will be available to clients and their families during the hours of 8:00am-8:00pm Monday - Friday. Additional services will be provided after the standard hours of operation and on weekends as needed to address client concerns and/or provide services to client who are unavailable for services during standard business hours.

II. TARGET POPULATION:

The target population is youth, ages 10-18 years with serious emotional disturbance (SED) and at least one diagnosis from the current Diagnostic and Statistical Manual of Mental Disorders (DSM). Additionally, services shall be provided to clients/families as necessary, to optimize the youth's ability to reach wellness and recovery.

The program will serve a minimum of 160 unduplicated identified clients within each 12-month period of this Agreement. In addition, identified clients' siblings, other relatives, caregivers, and other significant support person may participate and receive specialty mental health services from this program.

III. PROJECT DESCRIPTION:

Pacific Clinics (PC) will provide services to the target population under the Mental Health Services ACT (MHSA) CSS framework. Services to youth referred to this program will be provided within the parameters mentioned below. Parents/caregivers and other members of the family may be assessed for treatment needs, and provided services as needed, or may be

linked to other treatment programs or community resources to meet the individuals needs. Services are conducted in the home, community, and educational locations, whichever is most comfortable for the youth and family.

Intake and Initial Assessment

Youth may be referred to this program through various sources including, but not limited to, Fresno County Superior Court, Department of Behavioral Health (DBH) Children's Mental Health, Department of Social Services (DSS) Child Welfare Services, and schools. DBH Children's Mental Health referrals will take priority over Behavioral Health Court and other referrals, depending on client acuity. Contractor will be responsible for contacting County DBH first whenever an opening becomes available. CONTRACTOR will contact the family of the referred youth within three business days of receipt of the referral for the youth and family to receive ACT services under this Agreement. An initial intake, orientation, and initial assessment appointment with the team leaders, the child/youth, and the family should take place within the first seven business days of initial contact.

CONTRACTOR may also utilize the existing assessment provided by the referring agency to develop a treatment plan to guide the delivery of services.

Termination and Discharge

Client discharge is determined on a case-by-case basis. Reasons for discharge include youth has successfully reached individually established goals for discharge, youth has demonstrated the ability to function in all major role areas without ongoing assistance, Youth has moved outside the geographic area of ACT's responsibility in which ACT will assist with case transfer, and youth refuses or declines further services and requests discharge.

Evidence-Based Practices

Evidence-based practices (EBP) utilized in Assertive Community Treatment program include Dialectic Behavioral Therapy (DBT), Managing and Adapting Practices (MAP), Motivational Interviewing, and Trauma Focused Cognitive Behavioral Therapy (TF CBT).

IV. CONTRACTOR RESPONSIBILITIES:

CONTRACTOR shall:

- A. CONTRACTOR shall carefully adhere to the principles of ACT evidence-based practice model and procedures, as well as the competent delivery of the model.
- B. CONTRACTOR shall participate in continuing training and technical assistance with a certified agency that can provide clinical oversight of the delivery of the ACT model and Evidence-Based Practices.

C. Develop, coordinate, and provide formal and informal supports and services for the client and family, as well as develop or expand parent advocacy and support network.

D. Institute mental health treatment models other than those listed above, as needed, to meet the mental health treatment needs of the children and families engaged in services offered through this Agreement.

E. Provide Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) when medically necessary.

F. Provide services in alignment with the Fresno County Department of Behavioral Health Guiding Principles of Care Delivery, as defined in Exhibit C.

G. Provide services in accordance with national standards for Culturally and Linguistically Appropriate Services (CLAS), as defined in Exhibit J.

H. Ensure that written policies and procedures guides (PPG), as they relate to this Agreement, are up to date, and available to be shared with COUNTY, upon request.

I. Measure and report client and system outcomes consistent with the COUNTY's MHSA Plan requirements.

J. Provide community supports to achieve the goals identified in individual treatment plans, such as the need for transportation, housing, food, medication, education support and employment services.

K. Maintain appropriate client to staff ratios with job classifications, responsibilities, and licensure/certification, as recommended or required by MHSA FSP standards.

L. Provide appropriate staffing including appropriate job classifications and numbers of staff.

M. Provide outreach and education to referring agencies to assist those agencies as they determine appropriate resources for clients in need of services.

N. Utilize targeted outreach strategies to reach harder to engage communities, such as the Native American population and rural communities.

O. Secure the services of trained translators/interpreters as may be necessary.

P. Develop a plan to continually engage targeted populations.

Q. Distribute literature/informational brochures in appropriate languages and request feedback as to how access to care could be improved for these culturally diverse communities.

V. **PROGRAM SPECIFICATIONS:**

1. **Service Intensity and Capacity:**

- a. **Staff to client ratio:** At full capacity, the ACT Program has three teams; each team is responsible for 40 children and youth. Each team is staffed with 5 FTE, with a standard one-to-eight staff-to-child/youth ratio set to ensure that capacity and workload do not jeopardize child/youth services.
- b. **Frequency and type of client contacts:** Access to treatment, rehabilitation, and support services is available 24 hours a day, seven days per week. Service contacts vary in intensity and frequency to meet the child/youth's changing needs for support in community settings. Service levels are modified as needed to maintain an effective level of child/youth contacts. The service plan may require multiple contacts each week with children and youth experiencing severe symptoms, trying a new medication, experiencing a health problem or serious life event, trying to go back to school or starting a new job, making changes in living situation or employment, or having significant ongoing problems in daily living. Multiple contacts may occur as frequently as two to three times per day, seven days per week, dependent upon child/youth need and a mutually agreed upon plan between child/youth and program staff. Each child/youth receives at least the minimum number of visits needed to ensure stability and safety, and to support continued progress toward treatment goals. Team members share responsibility for addressing the needs of all children/youth requiring frequent contact, ensuring that the child/youth always has access to someone familiar with his/her needs and situations.

Child and youth contact locations vary, dependent upon service needs. Some activities may occur at the CONTRACTOR site. Examples might include group therapy, peer support meetings, psychiatric appointments, or personal and interpersonal skills classes. Other direct contacts more commonly occur at the child or youth's home, school, or preferred neighborhood location such as a park or local restaurant, depending upon the child and youth's comfort and convenience and the purpose of the contact. Where appropriate, contacts may also be made by phone.

2. **Staff Requirements:** Pacific Clinics maintains stringent background and professional references research to assure that each employee hired meets or exceeds the standards expected for the job classification. COUNTY must approve

the combination of education and experience. The requirements for key ACT clinical positions are summarized below.

- a. Clinical Program Manager
 - i. Education: Master's degree in a related field.
 - ii. License: Appropriate license to practice as a Licensed Clinical Social Worker (LCSW) or Marriage Family Therapist (LMFT) in the State of California.
 - iii. Experience: two to four years in related work.
 - iv. Must meet the California Board of Behavioral Science (BBS) requirements to provide clinical oversight and supervision.

- b. Mental Health Clinician II: Serves as Team Leader
 - i. Education: Master of Arts or Science degree in a Social Science such as Psychology or a Health Science related field.
 - ii. May require two or more years of experience working with children, youth, young adults and families in a therapeutic environment (must meet specific county requirements.)
 - iii. License: Appropriate license to practice as a Licensed Clinical Social Worker or Marriage Family Therapist in the State of California preferred.
 - iv. Experience: Community-based with Medi-Cal population preferred.

- c. Mental Health Clinician I
 - i. Education: Master's Degree.
 - ii. License: If unlicensed must be a registered intern with the Board of Behavioral Sciences and receiving appropriate clinical supervision.
 - iii. Experience: At least two years of experience working with youth, young adults, and families in a therapeutic environment.

- d. Addiction/Prevention Counselor
 - i. Education: Bachelor's degree or higher in Psychology, Counseling, or Social Work.
 - ii. License/Certification: certified drug and alcohol counselor preferred.
 - iii. Experience: Two to four years of related experience, or an equivalent combination of education and experience working with youth or young adults with co-occurring disorders.

- e. Education/Vocation Specialist
 - i. Education: Bachelor of Arts or Science degree.
 - ii. Experience: Two years in an education or vocational setting with children and youth.

- f. Family Specialist
 - i. Education: Bachelor of Arts or Science degree.

- ii. Experience: Six months, one year, or two years of experience working with SED children required, dependent upon contract, or an equivalent combination of education and experience.
- g. Psychiatrist (subcontracted)
 - i. Education: Doctoral degree.
 - ii. License: California medical license as a physician in the State of California. Board certified in adolescent and child psychiatry preferred.
 - iii. Experience: Treatment strategies, behavioral management approaches, and medication management.

In addition to clinical positions, each team is supported by appropriate management and executive oversight, and administrative support for clerical and outcome and evaluation reporting. Psychiatrist time will also be utilized to provide medication management and support.

3. Staffing Pattern: CONTRACTOR is experienced with the complexities of ensuring child and youth access to services 24 hours per day, 7 days per week, including holidays. Through its Fresno ACT and other community based mental health programs, CONTRACTOR has established effective policies, practices, and personnel guidelines that support appropriate levels of response for children, youth, and families at all times.
4. Job Classifications and Responsibilities: The ACT teams have written policies and procedures guiding supervision of all staff providing treatment, rehabilitation, and support services. The Clinical Program Manager assumes administrative and clinical responsibility for supervising and directing all staff on the teams. Supervision and direction consists of individual supervision during child/youth contacts and performance review, participation in staff meetings to review and assess staff performance, and provide direction regarding individual cases, and assessment of clinical performance. Each team member has a specific role and assigned responsibilities within the team structure. The ACT team approach is based on the concept that many, if not all, team members share responsibility for addressing the needs of all children and youth requiring ACT services.

VI. PROGRAM ORGANIZATION AND COMMUNICATION:

1. Planned hours of operation and staff coverage: ACT teams are available to provide treatment, rehabilitation, and support activities seven days per week, which entails:
 - Staggered staff starting times to provide direct services at least 12 hours per day on weekdays.

- Regularly scheduling mental health professionals for on-call duty to provide crisis and other services during the hours when staff are not scheduled.
 - Team members with experience in the program and skilled in crisis intervention procedures are on call and available to respond to children and youth by telephone or in person.
 - Regularly arranging for and providing psychiatric backup during all hours the psychiatrist is not regularly scheduled to work. If availability of the ACT psychiatrist during all hours is not feasible, alternative psychiatric backup is arranged.
2. Staff communication and planning activities: The ACT teams conduct daily organizational staff meetings at regularly scheduled times, maintain written daily logs of child and youth identification, and provide brief documentation of each child/youth's status for the prior 24 hours. Detailed logs provide a continuous roster of children/youth in the program, service contacts, and concise behavioral description of each child/youth's needs on any given day. The teams maintain weekly child and youth schedules for all treatment and service contacts to fulfill the goals and objectives in the child/youth's treatment plan. The teams develop daily staff assignment schedules from the weekly child and youth schedules. During the daily organizational and treatment planning meetings, the teams assess the day-to-day progress of all children and youth, revise treatment plans as needed, plan for emergency and crisis situations, and add service contacts to the daily staff assignment schedule per the revised treatment plans.
3. Assertive engagement mechanisms: The ACT teams deliver services in community locations most comfortable for the child/youth and family. The majority of all services are provided outside program offices, in the child/youth's most natural environment. Home and community based services encourage child/youth engagement and participation, and can address day-to-day issues the child/youth normally encounters in his/her own living and educational settings. These settings may include leisure and recreational sites such as parks, shopping malls, and churches. The intent is to actively provide psychosocial services where the child/youth need to use those services, rather than in an institutional setting with little relevance to the child/youth's normal environment.

CONTRACTOR uses several other mechanisms to engage and retain children and youth in the ACT program:

- The "no eject, no reject" policy has been implemented for ACT to assure that children and youth continue to participate regardless of the complexity and frequency of high-intensity service needs.
- Frequency of contact maintains close connections and strengthens the relationship between the ACT team and the children and youth.

The ACT team approach and 24/7 availability ensure that children and youth can reach someone with whom they are familiar at any time a need arises, keeping them engaged at times when crisis situations may put them at risk of dropping out of the program.

4. Staff education and training: CONTRACTOR has a strong agency-wide staff training program that includes topics such as child and youth assessment and engagement skills, co-occurring disorders, gender awareness and sensitivity, and culture-specific topics such as sexual orientation and identity issues. Specialized training in evidence-based practices such as Managing and Adapting Practices, and Trauma Focused Cognitive Behavioral Therapy is provided to program staff as needed for each of CONTRACTOR's programs.

Cultural competency is a core component of all CONTRACTOR training programs. In addition to specific training modules, an agency-wide commitment to culturally competent services is infused throughout all programs at every level. CONTRACTOR has established a Cultural Competence Plan that ensures ongoing fidelity to cultural competence values and practices.

The ACT team members receive focused training on such topics as the Assertive Community Treatment model, co-occurring mental health and substance abuse disorders, medication monitoring, social development and functioning, family and social relationship building, and dealing with high-risk behaviors. Team members also receive training related to Mental Health Services Act (MHSA), Full Service Partnerships (FSP), and interacting with Behavioral Health Court and other child welfare and criminal justice systems.

To ensure model fidelity, CONTRACTOR uses the National Standards and ACT implementation materials developed by SAMHSA. *"Implementing Evidence-Based Practices Project Assertive Community Treatment Workbook"*¹, to develop a step-by-step training plan, implementing the program as an effective evidence-based practice. The outline below illustrates basic ACT training modules. CONTRACTOR will review and update a detailed training plan and submit it to Fresno County for review, if requested. The schedule will be modified as needed to include all team members.

Annually, and as staff are hired, the following trainings are provided:

- Emphasis on the ACT model and vision, organizational tools,

¹ Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, and Robert Wood Johnson Foundation, 2003

team/organizational psychology, philosophy of child and youth based services, integration of roles/team dynamics, assessment and individualized treatment planning.

- General services, organizing admissions, individualized treatment planning, daily teamwork, medication set-up, pharmacy issues, education, vocational and employment issues.
- Individualized treatment planning and education, vocational and employment issues.
- Evaluation, troubleshooting, and quality improvement.
- Mentoring to provide support and reinforce team attitudes, knowledge and skills related to ACT development.
- Full implementing and use of ACT organizational tools, treatment, rehabilitation, and support. Emphasis continues on organization of services, integration of roles, team building, individualized treatment planning, and education and employment services.
- Emphasis on evaluation, troubleshooting, and quality improvement.

VII. CLIENT-CENTERED ASSESSMENT AND INDIVIDUALIZED TREATMENT PLANNING:

1. Initial assessment and comprehensive assessment: The ACT intake and assessment process is based on existing agency standards for comprehensive assessment, incorporating psychiatric and treatment information provided by BHC. All written information provided by the BHC becomes part of the child/youth's permanent CONTRACTOR record, available to all team members for service planning. CONTRACTOR uses a full-scope intake and assessment process to identify the specific needs of every child and youth referred. Children and youth, as appropriate to age, are full partners in determining preferences, service modalities, and desired goals, as are their family members. Planning includes accommodations for culture, language, gender, and age. CONTRACTOR's child and youth assessment processes evaluate the needs and strengths of each child/youth and his/her family members when appropriate. Every step of engagement, planning, and implementation is based on the individual needs and goals identified by the child/youth and family members during the self-assessment and planning process. Using the Client Data Sheet, the Fresno County Mental Health Plan assessment, and a Safety Plan, the ACT team members develop and record the clinical and social functioning information needed to support the comprehensive individualized Intensive Care Coordination Plan (ICC).

During the initial assessment, the BHC evaluations and treatment plans are reviewed with the family. If there are indications that the plan may need to be modified, the team leader meets with the BHC team to review and discuss options. CONTRACTOR

minimizes duplicative interviewing by entering the demographic and clinical data provided by BHC into the online TIER client record as an integral part of comprehensive treatment planning.

As soon as possible after intake, the ACT team leaders and designated team members complete a multi-layered assessment that addresses the full scope of youth and family needs and issues, including psychiatric history, physical health, substance and alcohol abuse history, education and employment, social development and functioning, activities of daily living, and family structure and relationships. The assessment forms the basis for the individualized service plan.

Research-proven and state-approved outcome measurement tools track and evaluate the outcomes of treatment and support services, including the Child Adolescent Needs and Strengths (CANS) survey. In addition, CONTRACTOR implements the Clinical Condition and Quality of Life measurement through the collection of core data elements. Results from each child/youth's completed forms are entered into the electronic health care system.

2. Individualized treatment plans: All treatment planning with children and youth and their families is based on the client-centered, recovery-oriented mental health service delivery characteristics established by the National Program Standards for ACT teams:
 - Serve children and youth with severe and persistent mental illnesses that are complex, have devastating effects on functioning, and, because of the limitations of traditional mental health services, may have gone without appropriate services.
 - Deliver services through teams of multidisciplinary mental health staff who provide the majority of the treatment, rehabilitation, and support services children and youth need to achieve their goals.
 - Individually tailor services to address the preferences and identified goals of each child/youth.
 - Provide mobile services in community locations to enable each child/youth to feel comfortable in his/her home, neighborhood, and school; and to allow each child/youth, as appropriate to his/her age, to find and live in his/her own residence, and find and maintain educational or employment efforts in their chosen communities.
 - Deliver services in an ongoing, rather than time-limited, framework to aid the child/youth's process of recovery and stabilization in the community. The service plan includes child/youth-driven goals and milestones to support progress toward discharge and connection with community resources. Timeframes for progressive achievement of increasingly independent skill levels are determined by the child/youth's needs, desires, and abilities.

The ACT ICC plan begins with information provided by the BHC and/or the results of CONTRACTOR's comprehensive intake and assessment process. Each child/youth and family has input into the services and supports desired and how such care is delivered, which enables them some control over service decisions. Treatment plans are tailored to child/youth and family strengths, desired treatment outcomes, and cultural and linguistic preferences.

Treatment plans are specific, with service types, intensities and frequencies designed to achieve the desired outcomes. The ICC plan identifies issues/problems; sets measurable short- and long-term goals; and establishes specific approaches and interventions for the child/youth to meet goals, improve capacity to function in the community, and achieve the maximum level of recovery possible. Planning for integration into and reliance on home, neighborhood and community resources is developed with respect for the child/youth's desires, skills, interests, and abilities. Flexible plans include crisis and safety awareness and resources; clear delineation of roles and responsibilities; and definition of mechanisms for rapid response to changing service needs.

Each treatment plan is detailed and tailored to accomplishing specific tasks, focused on keeping the child/youth out of incarceration, out of hospitals, and maintaining maximum function in their schools, jobs, and communities. All ACT team members, regardless of their specific discipline or expertise, become familiar with the child/youth, the family, and with each other to share knowledge, provide continuity in service delivery, and ensure that all service delivery occurs within the context of the treatment plan goals. CONTRACTOR values support doing whatever it takes, wherever and whenever it's needed to ensure that children/youth and families receive the most effective services at the times and in the places that will meet their specific needs. An intensive, comprehensive ACT program delivers treatment and rehabilitation services and case management. ACT services differ significantly from traditional case management models, and provide the following features:

ACT Service Delivery Model

- Staff to child/youth ratio of 1 to 8;
- All services provided directly by team members;
- Team members share responsibility for all individuals;
- Type and intensity of services can be modified easily;
- Team members provide ANY service an individual needs, that would support the treatment goal;
- Team is responsible for ensuring individuals receive services they need even if they are difficult to engage, get arrested, or are hospitalized;
- If a team member goes on vacation or quits, service plans are continued by

- other team members who are known to the individual; and
 - Team discusses changes to an individual's status daily and adjusts treatment as needed.
3. Intake timeline and procedure: CONTRACTOR makes initial contact with child/youth within three business days of receiving initial referrals. Referrals are distributed between the ACT teams on a rotating basis, unless available information indicates that the child/youth and family could benefit from specific expertise available on one team or another. Every effort is made to schedule an intake, orientation appointment with the team leader, the child/youth, and the family so it occurs within the first seven days of initial contact. During intake, a time and location is scheduled for the child/youth and family to meet the rest of the team to develop a comprehensive assessment and service plan (the first service must occur within ten business days from the family/child's first request for services). Information provided to the child/youth explains the ACT program, describes the team concept, clarifies team and child/youth roles and expectations, and provides emergency contact information to the child/youth and family.
 4. Timely provision of services: Initial contact, assessment and development of service plans occur within the first seven business days after referral, dependent upon the family's availability. In urgent situations, children and youth are connected to a team member for intervention and support even before a service plan is developed, using information from the referral as the basis for a temporary service plan. Service contact frequency and timing are driven by the child and youth's needs, goals, and desires, with no less than three contacts per week.
 5. Managing crisis or other participant emergencies: The ACT program model uses multiple resources to respond to crisis and emergency issues. On-call team members are available by phone at all times to respond if the primary team contact is not available. Emergency contacts are made via telephone or face-to-face visits, as deemed appropriate by the responding team member.

Team members are familiar with all local emergency physical health and psychiatric emergency services, including urgent care clinics, hospitals, and the County-operated Youth's Crisis, Assessment, Intervention, and Resolution facility. CONTRACTOR maintains a budgeted flexible child and youth services fund to respond quickly to basic need emergencies such as temporary housing, transportation, food, clothing, school supplies, etc. Each team member has access to the fund to quickly respond to crisis situations.
 6. Transition and community reintegration: Discharge planning includes planning for future stability in the community with decreased hospitalization, increased school

attendance and academic achievement, and/or juvenile justice recidivism; and occurs during intake, assessment and service development. Each team, with the child/youth and family as fully participating partners, defines transition and reintegration goals, develops measurable milestones and strategies for achievement, and identifies resources and services likely to support the child/youth's progress toward recovery and stability.

The service delivery process includes education about available community resources, assisting and mentoring the child/youth and family in learning how to access those resources, and establishing community-based relationships that will continue to serve and support the child/youth and family after reintegration. Planning includes long-term follow-up to monitor and assure sustained improvement, with the frequency and intensity of contacts decreasing as the child/youth's ability to function independently increases. The team ensures that the youth and family are connected to adequate sources of assistance and support before terminating formal contacts.

VIII. EXPLICIT ADMISSION AND DISCHARGE CRITERIA:

1. Admission Criteria: CONTRACTOR accepts and will continue to accept two referral categories, which may have varied admission criteria dependent upon the referral source.
 - a. BHC Team Referrals: Referrals from the team will have been evaluated for compliance with ACT admission criteria prior to referral to the program. Each referral includes the BHC mental health assessment, treatment plan, and signed consent forms. Based on the BHC team's assurance that youth referred to the program meet the national ACT standards, CONTRACTOR's ACT Clinical Program Manager (CPM) reviews the referral information for appropriateness for the particular child/youth. If necessary, the CPM confers with the BHC team to address any questions or concerns.
 - b. Alternative Referral Sources: For referrals received from other sources, such as County of Fresno Child Welfare Services, Children's Mental Health, schools, and the District Attorney's office, the CPM ensures compliance with National Act Standards defining admission criteria, adapted to serve children and youth:

Children and youth with severe and persistent mental illness listed in the DSM IV that seriously impair their functioning in community living. Priority is given to children/youth experiencing their first psychotic breaks, as well as those with schizophrenia, other psychotic disorders (e.g., schizoaffective disorder), and

bipolar disorder as these illnesses more often cause long-term psychiatric disability. Eligibility of children and youth with other psychiatric illnesses is dependent on the level of potential long-term disability. Individuals diagnosed with co-occurring substance abuse disorders will be accepted into the ACT program if they meet the mental health criteria described above.

- c. Children and youth with significant functional impairments as demonstrated by at least one of the following conditions:
 - i. Significant difficulty consistently performing the range of practical daily living tasks required for basic functioning in school, work, or the community.
 - ii. Significant difficulty maintaining consistent school attendance, employment and/or self-care (including child-care tasks and responsibilities for parenting youth) at a self-sustaining level.
 - iii. Significant difficulty maintaining personal safety.
 - d. Children and youth with one or more of the following problems, which are indicators of continuous high service needs:
 - i. High use of acute psychiatric hospitals or psychiatric emergency services.
 - ii. Intractable severe major symptoms associated with mental health issues.
 - iii. Coexisting substance abuse disorder of significant duration.
 - iv. High risk or recent history of criminal justice involvement (e.g., arrest, incarceration).
 - v. Significant difficulty meeting basic survival needs, homelessness, or imminent risk of becoming homeless.
 - vi. Residing in an inpatient or supervised community residence, but clinically assessed as being able to maintain functioning in a more independent living situation if intensive services are provided, or requiring a residential or institutional placement if more intensive services are not available.
 - vii. Difficulty effectively utilizing traditional office-based outpatient services.
2. Discharge Criteria: The Youth ACT model is based on development of child/youth-driven treatment goals and services to help the child/youth and family move progressively toward decreased dependence on ACT team support. Due to the individual needs of each participant involved with the ACT program, the progress of a child/youth cannot be projected on a preset timeline, but rather must occur based on each individual's progress and achievement of specific treatment goals. When the participant's acuity of mental health symptoms have stabilized over a significant period of time and the family can obtain needed services in the community, the team will work with the child/youth and family to develop a plan for transitioning to case closure.

- a. BHC Team Case Closures: Discharge occurs when the BHC team, the ACT team, and the child/youth and family mutually agree that community-based services will be sufficient to maintain safety and stability because the child/youth exhibits the indicators of discharge (see item 2 below).

- b. Alternative Referral Source Case Closures: The ACT teams follow clinical standards of care governing quality and continuity to assess readiness for discharge. A plan for transitioning to discharge is developed when the child/youth:
 - i. Successfully reached individually established goals for discharge.
 - ii. Successfully demonstrated an ability to function in all major role areas (e.g., work, social, self-care) without ongoing assistance, with supportive community services if needed.
 - iii. Moves outside the geographic area of ACT's responsibility. In such cases, the ACT team, to the extent possible, assists with the transfer of mental health service responsibility to an ACT program or another provider within the service area where the child/youth is relocating. The ACT team makes every effort to maintain contact with the child/youth until this service transfer is implemented. .
 - iv. Declines or refuses further services and requests discharge, despite the team's best efforts to develop an acceptable treatment plan with the child/youth.

IX. REQUIRED SERVICES:

1. Service Coordination: Policies and procedures are in place to ensure consistent communication and service coordination between team members to integrate a full range of services for each child/youth into an individualized service plan. Team meetings are held regularly and as needed to address changes to the child/youth's circumstances. The ACT team members will coordinate service delivery with other community-based providers that may provide services to ACT enrollees to minimize duplicative services, ensure compliance with service delivery standards, and avoid imposing conflicting service or time demands on the child/youth. Additionally, CONTRACTOR will implement information sharing guidelines to ensure consistency with County, State, and Federal rules regarding individuals' rights to privacy.

2. On-Call Crisis Assessment and Intervention: CONTRACTOR has an existing On-Call system to provide crisis intervention services to children/youth and their families after regular work hours and on weekends. The system has been enhanced to include a range of accessibility, ranging from telephone "warm line" support to face-to-face contact and home visits, to assess and de-escalate crises with appropriate interventions and ensure child/youth and family safety. All children/youth and

families in the program are given the access number to reach On-Call staff, 24 hours a day, seven days a week. The On-Call system uses On-Call treatment team staff and/or the Clinical Program Manager to provide clinical support.

3. Symptom Assessment and Management: The services described above are among the core components of CONTRACTOR programming for all children and youth served. All team members share responsibility and accountability for each child/youth on their caseload, and are given the same training regarding mental illness and medications. Team members learn to observe, understand, and record signs and symptoms of the child/youth's mental illness and provide information to clinical staff to assist with assessment of response to treatment. CONTRACTOR staff will routinely monitor the effects of medication in every contact between a treatment team member and the child/youth, and provide psychological support is one of the underlying foundations of treatment in an ACT model, infused into every aspect of the treatment teams' roles and responsibilities.
4. Psychiatric services (i.e. medication, medication management): The ACT program will provide for Psychiatrist services to treat children and youth in the program who are receiving psychotropic medications, as well as those in need of medication evaluations and/or monitoring. The Psychiatrist provides medication education and management, including observed administration if needed, to children/youth and families, as well as training to ACT team members regarding medication side effects and symptoms.
5. Dual Diagnosis (mental health and substance abuse services): The ACT program provides an integrated approach to co-occurring disorders, recognizing that the treatment must be inclusive, focused on harm reduction and supportive of sobriety. One of the ACT Addiction Counselors will be certified by the CA Association of Alcoholism and Drug Abuse Counselors, utilizes the Addiction Severity Index screening to assess the client's level of addiction, and makes recommendations to the assigned Mental Health Clinician. The Addiction Counselor provides therapeutic addiction treatment as indicated by the Clinician's Plan of Care, including group therapy. The Addiction Counselor also provides prevention classes for clients and families and trains team members to understand, model, and reinforce the coping skills needed to achieve periods of abstinence. Children/youth and their families are encouraged to plan for and participate in sober recreational activities during leisure time to build new diversion skills and form healthy social relationships.
6. Individual and Group Therapy: Therapeutic treatment services may be provided in a group process or on an individual face-to-face basis. Individual therapy is provided as the need is indicated. Specific interventions are determined through the use of evidence-based and best practices, including Trauma Focused Cognitive Behavioral Therapy, Managing Adaptive Practices, and the ACT model.

7. Case Management: The typical goals of case management (e.g., preventing hospitalization, improving quality of life, and improving client functioning), as well as some typical case management activities (e.g., service planning, assessment, and advocacy) overlap with those for ACT programs. However, the methods and resources to achieve these ends differ significantly. Unlike traditional case management, in which clients are linked to other service providers rather than directly intervening, ACT team members provide direct case management as part of the treatment and supportive services delivery process. Case management services help the child/youth and family locate and link with services in the community that promote ongoing mental health.

8. Rehabilitation and family support: Each ACT team includes a Family Specialist who is familiar with public service programs. Through coaching, mentoring, and role modeling, the Family Specialist assists the child/youth and family members in building or rebuilding the skills needed for effective day-to-day functioning. The Family Specialist builds familial alignment and utilizes the strengths of children/youth and others to assist in the implementation and achievement of goals and outcomes.

CONTRACTOR's network and knowledge of available resources throughout the county helps to develop a support network, as well as the self-confidence and self-sufficiency of the child/youth and family, preparing them to function successfully in their community upon discharge. CONTRACTOR tracks information on the use of referral services during treatment.

9. Social/Interpersonal Relationship and Leisure-Time Skill Training: CONTRACTOR fully understands the importance of normative social relationships and recreational activities and ensures that each enrolled child/youth has appropriate opportunities to engage in community based activities that foster peer to peer skill building activities. Using relationship building techniques and establishment of an open and trusting environment, enrolled children/youth are encouraged to participate in healthy group dynamics within various settings including family homes, schools, parks, and recreation centers. Team members assist, coach, and support children/youth and their families as they participate in activities, and use modeling and role playing to practice possible interactions with others, including examples of conflict resolution and activities to develop and strengthen family relationships, self-expression, and self-esteem. As with other aspects of personal and social learning, team members assist participants to first understand, then practice, and finally perform the planned activity.

Daily and weekly schedules of activities include ample opportunities for child/youth-driven free time and development of planning for participation in activities of

interest. The child/youth's and family's spiritual and religious preferences, identified in the initial assessment, are respected and valued, and the child/youth and families will choose to participate in related activities. CONTRACTOR's collaboration with other agencies expands opportunities for program participants to experience educational, social, and recreational activities beyond the scope of funded services.

10. Peer Support Services: The Family Specialist works directly with each child/youth, and their parents or other significant persons, at a peer level to outline alternatives and predict consequences while supporting good decision-making; fostering participation in healthy group dynamics within various settings, including family homes, schools, parks and recreation centers, and treatment facilities; and providing an open forum to express feelings and ideas when appropriate. The Family Specialist builds familial alignment while working with the child/youth and family by utilizing their strengths to assist in the implementation and achievement of goals and outcomes.

11. Support Services: CONTRACTOR understands the importance of ensuring that children/youth and families have access to a full and comprehensive range of support services as they move toward wellness and sustainable recovery. Each individualized care plan for enrolled ACT children and youth includes a combination of services available by both the ACT team and other community providers, as appropriate. For example, the ACT teams provide transportation to appointments and scheduled activities as necessary, as well as emergency short-term housing through rental assistance, housing vouchers, or accommodations in local hotels if needed. Support services include, but are not limited to the following:
 - Medical and dental services
 - Safe, clean, affordable housing
 - Financial support and/or benefits counseling
 - Social services
 - Transportation
 - Legal advocacy

Other services available through collaboration with other professionals include schools, juvenile and adult probation, health providers, cultural and community organizations, and individuals who provide specific services to meet individual needs. CONTRACTOR will have an established a collaborative network that includes other non-profit organizations, faith-based groups, and grass-roots organizations serving children, youth, transition age youth, adults, and families. These relationships encompass the full range of services most likely to be needed by

participating children and youth and families. Collaborative partners may include, but are not limited to, the following:

- County Health and Human Services Departments
- Court Appointed Special Advocates
- Boys and Girls Club
- Employment and vocational training resources
- Workforce Investment Departments and One-Stop Centers
- County Independent Living Programs
- County Mental Health Services,
- City Police Departments
- Local schools, community colleges, and universities
- Drug and Behavioral Health Courts
- Substance abuse prevention and treatment services
- Health services providers
- Community food banks, emergency shelters, and transportation services

CONTRACTOR is already familiar with the full range of community services available in Fresno County. In addition to maintaining its own directory of service resources, CONTRACTOR ensures that all staff are familiar with the use of resource directories maintained by the County library and Fresno Metro Ministry, and the internet-based Network of Care website for Fresno County.

The ACT model of service delivery is based on staged development of independent function, encouraging increasingly responsible behavior as developmental stages allow.

Program staff are trained to build trusting relationships in an environment where change is recognized as part of the journey to personal growth and development to encourage children, youth and families in the program to accept and benefit from available services. Client and family participants are active members of the team process, and help identify their own strengths, needs, and life skills objectives. Program staff engage children/youth, assess their readiness for change, and assist them in working through the stages of change. As service needs are identified and incorporated into the individualized service, children/youth and families are guided to make their own decisions about what services they need and where to access those services. Team members serve as coaches in every aspect of service-seeking behavior to increase the child/youth's knowledge, security, and self-confidence; and henceforth assure that the child/youth learns to take independent action.

12. Education: CONTRACTOR is fully familiar with meeting the school-related needs of enrolled children and youth. Through the County of Fresno ACT CONTRACTOR will maintain relationships with the major school districts in the County, as well as with Fresno City College and California State University, Fresno. During each initial intake and assessment, the child/youth's academic level and specialized needs are included as integral components of the service planning process. The Education/Vocation Counselor assigned to each ACT team provides direct supportive services where appropriate, consults with academic and vocational institution representatives, and connects children and youth with any resources needed to support the maximum level of educational achievement, including but not limited to the following:

- Individualized Education Plan, special education, and alternative education support
- GED preparation and referral
- Secondary and post-secondary support including tutoring, career exploration, and financial aid

13. Support and Consultation: Family involvement is often critical to the success of treatment; therefore, collateral services which include family therapy, parent education, and coaching on appropriate behavior, are provided. As part of intensive case management, children/youth and families are referred or linked to community resources for peer support, self-help services, and information resources.

Pregnant and parenting youth enrolled in the program are connected with health and social support services, including private medical practitioners; public clinics; and local, public, and private social service agencies to ensure adequate prenatal and delivery care, as well as child development and parenting education. Team members offer assistance, counseling, and psychological support as needed to serve the child/youth and family. They also serve as mentors and supportive advocates, as appropriate, to work with parents in their efforts to establish or restore relationships with their children, both those in their custody and those for whom they do not have custody.

14. Court Participation: CONTRACTOR is familiar with both juvenile and adult courts, including juvenile dependency and delinquency courts, Behavioral Health Court, and Drug Court. ACT staff will have working relationships with representatives in the previously mentioned courts, as well as with law enforcement staff at Juvenile Probation. CONTRACTOR will participate in judicial proceedings, including testimony when necessary, and meet all requirements for court appearances and written reporting. For the purpose of serving ACT clients, one member of each ACT team will be designated as liaison to law enforcement departments and all courts. Treatment schedules will include mandated justice-related activities, transportation, and support.

X. COUNTY RESPONSIBILITIES:

COUNTY shall:

A. Provide oversight and collaborate with CONTRACTOR and other COUNTY Departments and community agencies to help achieve State program goals and outcomes. Oversight includes, but is not limited to, contract monitoring and coordination with the State Department of Health Care Services in regard to program administration and outcomes.

B. Assist CONTRACTOR in making linkages with the total mental health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.

C. Participate in evaluating overall program progress and efficiency, and be available to CONTRACTOR for ongoing consultation.

D. Gather outcome information from target client groups and CONTRACTOR throughout each term of this Agreement. COUNTY shall notify CONTRACTOR when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.

XI. PERFORMANCE MEASUREMENT:

CONTRACTOR will gather, collect, and submit Mental Health Services Act (MHSA) Full Service Partnership data as required by the State Data Collection Reporting system and other data reports as requested by COUNTY, such as the Annual Mental Health Advisory Board Data Report. These data will be submitted as required and entered into a local database for internal reporting purposes.

Service satisfaction data will be collected for all cross-sectional mental health programs, as required by the California Department of Health Care Services, at two time periods across the agency for each twelve (12) month period of the Agreement term. Additionally, the Youth Satisfaction Survey (YSS) is collected for each child/youth six months post-entry to provide more detailed and relevant information regarding service satisfaction over time. CONTRACTOR will also participate in the Performance Outcomes and Quality Improvement (POQI) satisfaction survey.

CONTRACTOR will have a unit dedicated to providing outcome and evaluation information pertaining to the services provided and clients served. CONTRACTOR will implement a core set of outcome measures, permitting comparative and other analyses that add depth and value to the outcomes obtained by specific programs. Measurement tools used will include

the Child and Adolescent Needs and Strengths (CANS) and indicators of system performance and child outcomes designed to assess whether children youth are in home, in school, or at work and out of trouble. Such indicators will be used to track and report each enrolled child/youth’s progress. In addition, these measurement tools allow CONTRACTOR and COUNTY to assess effectiveness at child/youth and systemic levels.

CONTRACTOR’s electronic health record will be used to collect basic system level indicators, upon program entry and discharge, of whether children/youth are in home, in school, or at work and out of trouble. Outcome indicators allow the following factors to be assessed in 12 month time spans: frequency of incarceration (probation involvement), frequency of hospitalizations, frequency of contacts with the COUNTY’s Children’s Crisis Stabilization Center; school attendance, school grades and performance, employment, and living situations. Data will be routinely reported to program staff and agency leadership as a part of ongoing continuous quality improvement, and to COUNTY on a fixed or variable schedule according to COUNTY requirements.

The tables below summarize outcome measures used by CONTRACTOR. System Level Measures are somewhat dependent on cross systems collaboration; whereas, Practice Level Measures capture data that are often most directly linked to the work of the practitioner.

A. System Level Measures and Outcomes:

WHAT	SOURCE	WHEN
1. Living Situation: a. Restrictiveness b. Stability c. Permanence	Recorded by Clinician/Case Manager	Upon entry, at three month intervals, and upon discharge.
2. Educational Performance: a. School Attendance 2. School Performance	Recorded by Clinician/Case Manager	Upon entry, at three month intervals, and upon discharge.
3. Employment (when relevant): a. Hours Worked b. Length of Employment	Recorded by Clinician/Case Manager	Upon entry, at three month intervals, and upon discharge.
4. Juvenile Justice: a. Recidivism: arrests and citations by type of offense	Recorded by Clinician/Case Manager	Upon entry, at three month intervals, and upon discharge.

B. Practice Level Measures and Outcomes:

WHAT	SOURCE	WHEN
1. Functioning, competence, and impairment from caregiver, child/youth, and clinician perspectives; Child and Adolescent Needs and Strengths	Caregiver Child/youth Clinician	Upon entry, at three month intervals, and upon discharge. At six month cross-

(CANS)		sections and six months post intake.
2. Satisfaction with Services (YSS)	Child/youth	Bi-annual sample, at six month intervals, and upon discharge.

C. Program Outcomes

At minimum, one performance indicator will be identified for each of the four CARF domains listed below.

- a. Access to care: The ability of clients to receive the right service at the right time. Examples include:
 - 1. Timeliness of bridging prescriptions
 - 2. Timeliness of identifying clients with a serious mental illness
 - 3. Timeliness between client referral for assessment and completion of assessment; assessment to first treatment service; and, first treatment service to next follow-up
 - 4. Timeliness of subsequent follow-up visits
 - 5. Timeliness of response to sick call/health service requests
- b. Effectiveness: Objective results achieved through health care services. Examples include:
 - 1. Effectiveness of crisis interventions
 - 2. Effectiveness of treatment interventions (medical and behavioral health indicators)
 - 3. Effectiveness of discharge planning (such as percentage of clients successfully linked to County programs, community providers, and/or other community resources after release)
 - 4. Timely continuity of verified community prescriptions for medication(s), upon client's release
 - 5. Effectiveness of transportation coordination, upon release
- c. Efficiency: The demonstration of the relationship between results and the resources used to achieve them.
Examples include:
 - 1. Cost per client
 - 2. Number of units of services per FTE by discipline
 - 3. Number of clients served per general population
 - 4. Comparison of numbers served against industry standards
- d. Satisfaction and Compliance: The degree to which clients, County, and other stakeholders are satisfied with the services.
Examples include:
 - 1. Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
 - 2. Surveys of persons served, family members, other health care providers, and other stakeholders

XII. REPORTS:

A. CONTRACTORS shall prepare an evaluation report annually, which will be submitted to COUNTY's DBH and made available to partnering and interested local agencies and organizations (e.g., project collaborators, other community agencies, and mental health treatment providers). Annual evaluation reports will include the following information: demographics of the target population served, services provided to each participant, number of hospitalizations, enrollment in school, results of data analysis compared to planned process, output and outcome measures, barriers to program implementation and measures taken to overcome those barriers, accomplishments of program participants, lessons learned, and the final result of any and all satisfactory survey(s).

B. CONTRACTORS shall be expected to comply with all contract monitoring and compliance protocols, procedures, data collection methods, and reporting requirements conducted by COUNTY.

C. Additional reports and outcome information may be requested by COUNTY at a later date, as needed.

XIII. ADDITIONAL CONTRACTOR REQUIREMENTS:

CONTRACTOR shall:

- A. Maintain facilities and equipment, and operate continuously with the number and classification of staff required described under this Agreement. If CONTRACTOR does not have the positions filled for these services, CONTRACTOR shall notify COUNTY in writing within fifteen (15) days of the vacancy and provide a plan of action to continue the current level of services.
- B. Provide Plans of Care that include all safety, emergency, and crisis procedures in the field and in CONTRACTOR's offices.
- C. Assume responsibility for client medication costs.
- D. Maintain client treatment records according to all Federal, State, MHSA FSP regulations as it relates to Health Insurance Portability and Accountability Act (HIPAA).
- E. Ensure facility location is approved by COUNTY. COUNTY must be informed of new site locations in writing and provide approval prior to use of the new site prior to use for services provided through this Agreement.
- F. Maintain site certification in accordance with Medi-Cal Organization provider status, and ensure Medi-Cal billing is conducted in accordance with the Fresno County Mental Health Plan.
- G. Provide housing and employment support services as stated in CONTRACTOR's response to Revised RFP No. 18-044.

H. Log all complaints and grievances, and produce such logs upon COUNTY's request.

CHILDREN/YOUTH ASSERTIVE COMMUNITY TREATMENT (ACT)

PACIFIC CLINICS

Fiscal Year (FY) 2022-2023

PROGRAM EXPENSES

1000: SALARIES & BENEFITS

Employee Salaries

Acct #	Position	FTE	Admin	Direct	Total
1101	Clinician I	6.00	\$ -	\$ 503,764	\$ 503,764
1102	Clinician II	3.00	-	279,871	279,871
1103	Family Specialist I	4.00	-	141,620	141,620
1104	Family Partner I	1.00	-	39,297	39,297
1105	Education/Vocation Specialist	3.00	-	132,576	132,576
1106	Addiction Prevention Counselor II	2.00	-	88,373	88,373
1107	Addiction Prevention Counselor III	1.00	-	62,407	62,407
1108	Clinical Program Manager	2.33	-	249,930	249,930
1109	Support Services Coordinator	0.50	-	26,725	26,725
1110	Clinical Director	0.50	-	76,438	76,438
1111	Program Supervisor	1.00	-	83,960	83,960
1112	Doctors Assistant	0.30	-	12,160	12,160
1113	Program Support Staff	2.17	153,065	-	153,065
1114	Regional Director	0.24	43,272	-	43,272
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
Personnel Salaries Subtotal:		27.04	\$ 196,337	\$ 1,697,121	\$ 1,893,458

Employee Benefits

Acct #	Description	Admin	Direct	Total
1201	Retirement	\$ 5,326	\$ 60,556	\$ 65,882
1202	Worker's Compensation	3,576	40,658	44,234
1203	Health Insurance	35,757	406,565	442,322
1204	Other (Specify)	-	-	-
1205	Other (Specify)	-	-	-
1206	Other (Specify)	-	-	-
Employee Benefits Subtotal:		\$ 44,659	\$ 507,779	\$ 552,438

Payroll Taxes & Expenses:

Acct #	Description	Admin	Direct	Total
1301	OASDI	\$ 9,434	\$ 107,265	\$ 116,699
1302	FICA/MEDICARE	2,206	25,087	27,293
1303	SUI	1,522	17,301	18,823
1304	Other (Specify)	-	-	-
1305	Other (Specify)	-	-	-
1306	Other (Specify)	-	-	-
Payroll Taxes & Expenses Subtotal:		\$ 13,162	\$ 149,653	\$ 162,815
EMPLOYEE SALARIES & BENEFITS TOTAL:		\$ 254,158	\$ 2,354,553	\$ 2,608,711

2000: CLIENT SUPPORT

Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support Expenditures	1,065
2003	Client Transportation & Support	3,714
2004	Clothing, Food, & Hygiene	3,003
2005	Education Support	263
2006	Employment Support	-
2007	Household Items for Clients	1,583
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	791
2011	Client Housing Operating Expenditures	1,581
2012	Other (Specify)	-
2013	Other (Specify)	-
2014	Other (Specify)	-
2015	Other (Specify)	-
2016	Other (Specify)	-
DIRECT CLIENT CARE TOTAL		\$ 12,000

3000: OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 39,337
3002	Printing/Postage	-
3003	General Office Expenditures	15,383
3004	Advertising	-
3005	Staff Development & Training	51,068
3006	Staff Travel/Mileage	119,873
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Depreciation	4,990
3010	Other (Specify)	-
3011	Other (Specify)	-
3012	Other (Specify)	-
OPERATING EXPENSES TOTAL:		\$ 230,651

4000: FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 3,145
4002	Rent/Lease Building	132,550
4003	Rent/Lease Equipment	5,845
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Equipment Purchase	26,519
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
FACILITIES/EQUIPMENT TOTAL:		\$ 168,059

5000: SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 5,800

5002	HMIS (Health Management Information System)	-
5003	Contract Psychiatrist	108,268
5004	Translation Services	-
5005	Other (Specify)	-
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
SPECIAL EXPENSES TOTAL:		\$ 114,068

6000: ADMINISTRATIVE EXPENSES		
Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 561,200
6002	Professional Liability Insurance	43,550
6003	Accounting/Bookkeeping	-
6004	External Audit	3,039
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ 607,789

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

TOTAL PROGRAM EXPENSES	\$ 3,741,278
-------------------------------	---------------------

PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	518,853	3.83	\$ 1,986,353
8002	Case Management	84,673	2.98	252,250
8003	Crisis Services	9,052	5.62	50,883
8004	Medication Support	14,270	6.98	99,643
8005	Collateral	45,394	3.83	173,784
8006	Plan Development	13,617	3.83	52,131
8007	Assessment	54,472	3.83	208,538
8008	Rehabilitation	163,416	3.83	625,614
Estimated Specialty Mental Health Services Billing Totals:		903,747		\$ 3,449,196
Estimated % of Clients who are Medi-Cal Beneficiaries				80%

Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries		2,759,357
Federal Financial Participation (FFP) %	100%	2,759,357
MEDI-CAL FFP TOTAL		\$ 2,759,357

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

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 0
REALIGNMENT TOTAL		\$ 0

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 981,921
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 981,921

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 3,741,278
---------------------------------------	---------------------

NET PROGRAM COST:	\$ -
--------------------------	-------------

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

Contractor and its employees and subcontractor shall:

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

accurately describe the services provided.

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

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

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/____/____

Documentation Standards For Client Records

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

A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

B. Client Plans

1. Client plans will:

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

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

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

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

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

2. Timeliness/Frequency of Progress Notes:

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

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

CONTRACTOR 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.

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

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



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

INCIDENT REVIEWER ROLE – User Guide

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

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

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

As an Incident Reviewer, the responsibility is to:

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

Below is the link to report incidents

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

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

Incident Report

Please complete this form

▼ Client Information

Name of Facility*

Select option

Name of Reporting Party*

Enter text

Facility Address*

Enter text

Facility Phone Number*

Enter text

Mental Health or Substance Use Disorder Program?*

Select option

Client First Name*

Enter text

Client Last Name*

Enter text

Enter text

Client Date of Birth

mm/dd/yyyy

Client Address

Enter text

Client ID

Enter text

Gender*

Select option

County of Origin*

Select option

▼ Summary

Subject @

Enter text

Incident (check all that apply)*

Select option(s)

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

Enter text

Description of the incident*

Enter text

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

Enter text

Incident (check all that apply)*

Medical Emergency ✕ | Death of Client ✕ |

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

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

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

mm/dd/yyyy

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdd5072bb1864cdee4d3d6e

Date of Incident*
mm/dd/yyyy

Time of Incident*
Enter text

Location of Incident*
Enter text

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

Did the Injured Party seek Medical Attention?
Select option

Attach any additional details
[Add File](#) or Drop File Here

Reported By Name*
Enter text

Reported By Email*
Enter text

Reported On
10/30/2019

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

Reported By Name*

Enter text

Reported By Email*

Enter text

Reported On

10/30/2019

Follow Up

Action Taken (check all that apply)*

Select option(s)

Please specify if other

Enter text

Description of Action Taken*

Enter text

Outcome*

Enter text

SUBMIT

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

Follow Up

Action Taken (check all that apply)*

Law Enforcement Contacted × Called 911/EMS ×

Consulted with Physician

First Aid/CPR Administered

Client removed from building

Parent/Legal Guardian Contacted

Other

When done entering all the information, simply click submit.

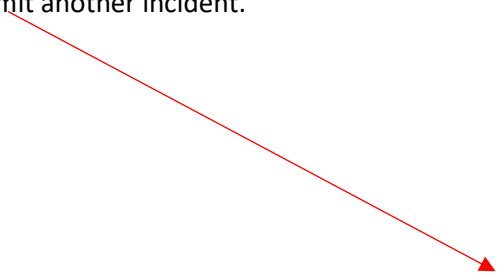
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

Outcome*

Enter text

SUBMIT

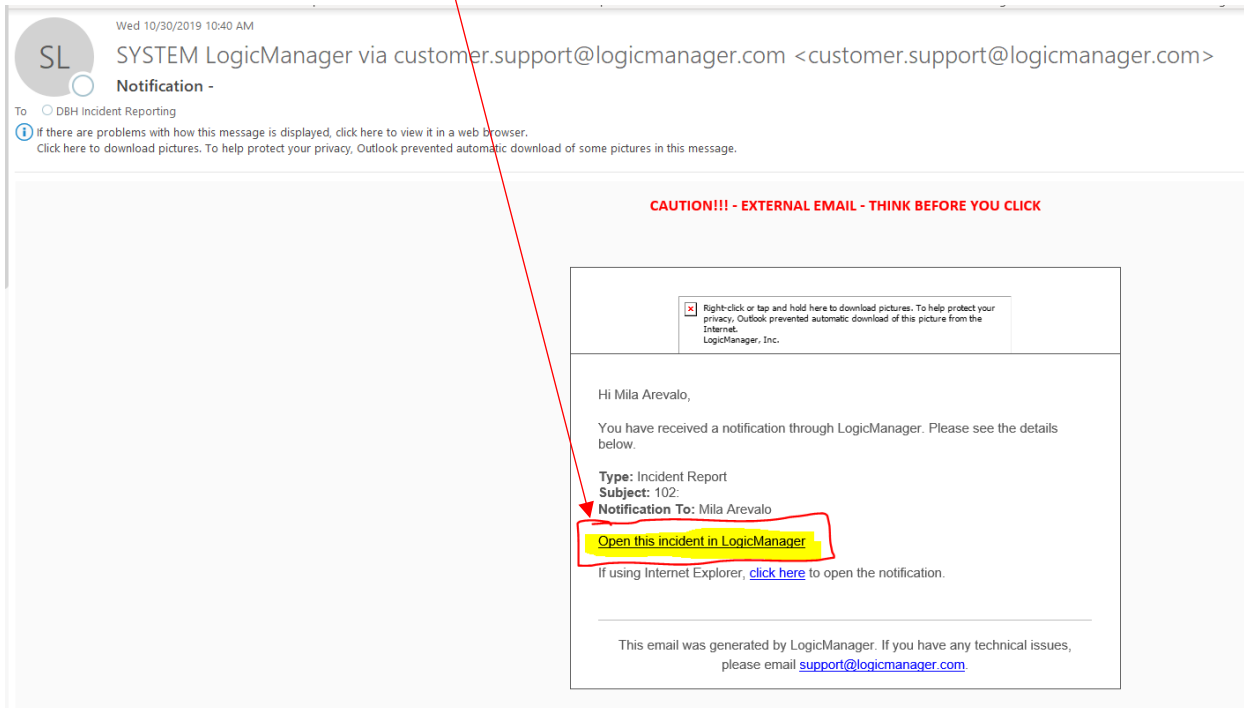
A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.



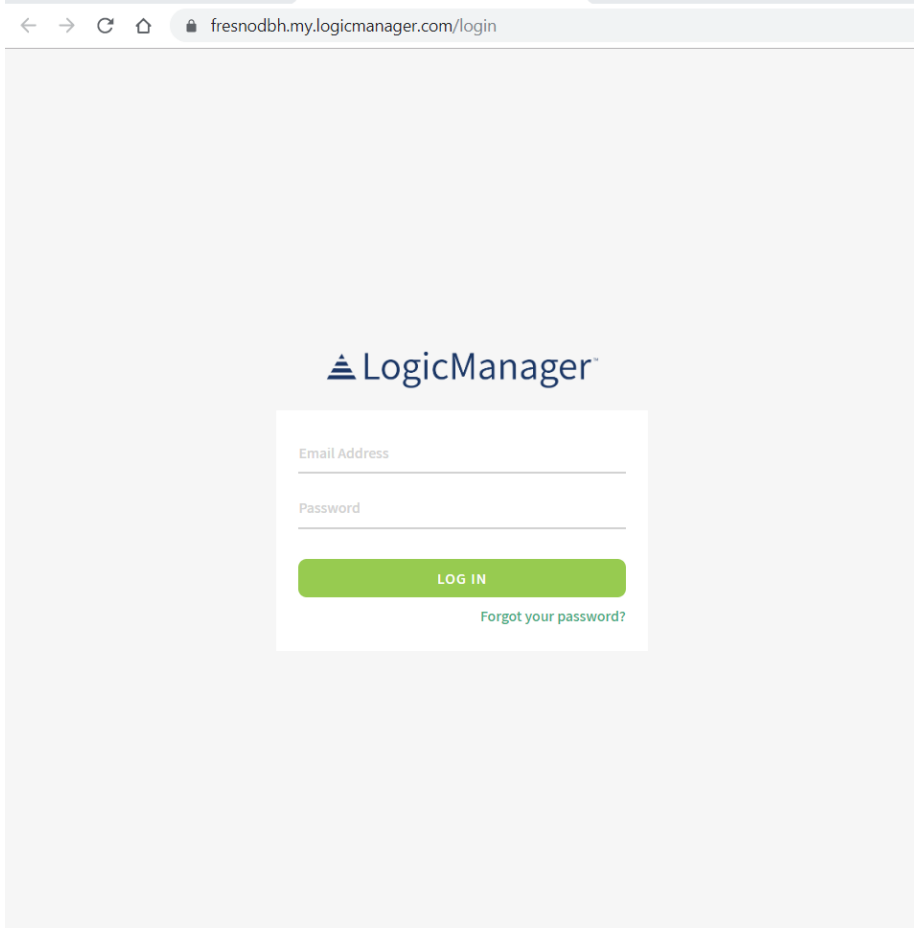
Thank you for your submission!

RELOAD THE FORM

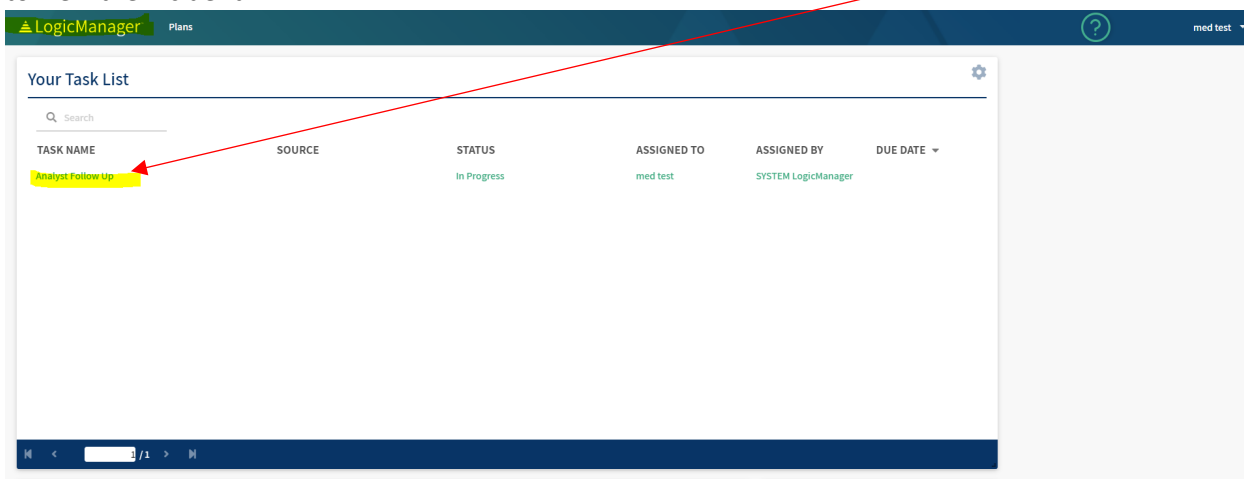
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.



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



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



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



Analyst Follow Up [Close]

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

Name of Facility* [Text Field] AA TEST FACILITY AA

Name of Reporting Party* [Text Field]

Facility Address* [Text Field]

Facility Phone Number* [Text Field]

Mental Health or Substance Use Disorder Program* [Text Field] Mental Health

Client First Name* [Text Field]

Client Last Name* [Text Field]

Client Middle Initial [Text Field]

Task ID: 313 Source: 103: null

Navigation: << < 2 > >>

Buttons: CANCEL SAVE SUBMIT

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

Analyst Follow Up [Close]

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

Subject [Text Field]

Incident (check all that apply)* [List Box] Death of Client

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

Description of the Incident* [Rich Text Editor]

Date of Incident* 10/30/2019

Time of Incident* [Text Field]

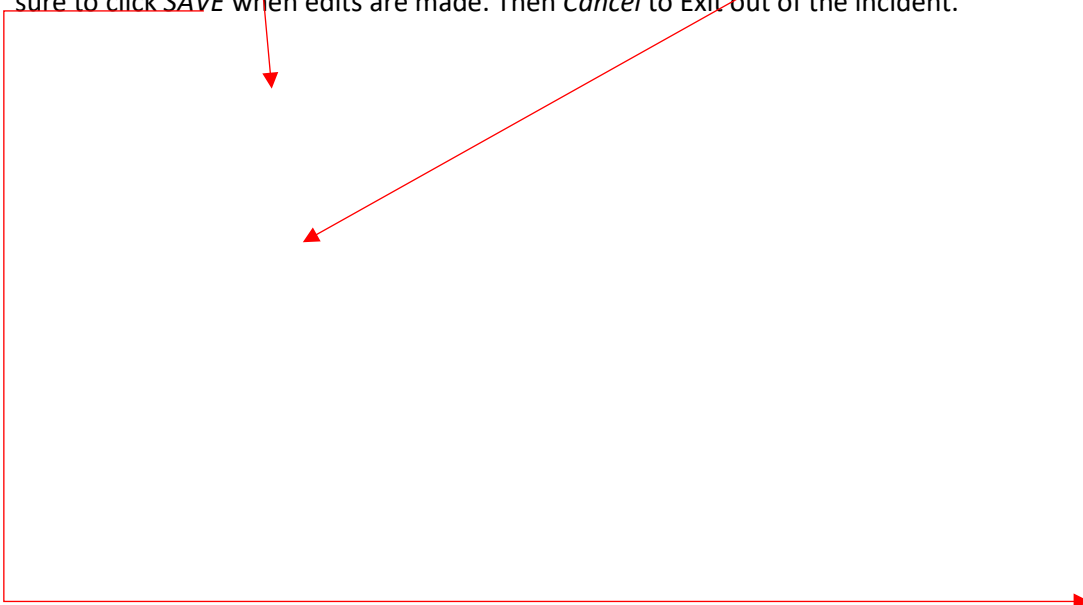
Location of Incident* [Text Field]

Task ID: 313 Source: 103: null

Navigation: << < 3 > >>

Buttons: CANCEL SAVE SUBMIT

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



Analyst Follow Up

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

Action Taken (check all that apply)*

Law Enforcement Contacted X

Please specify if other

Enter text

Description of Action Taken*

f

Outcome*

f

added information
cause of death - cancer per coroner 10-31-19

Task ID: 313 Source: 103: null



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

Analyst Follow Up

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

Search



Add Document

Name	Type	Source	Upload Date	Uploaded By
------	------	--------	-------------	-------------



No documents yet.
Drop files here or click on the Add Document dropdown.

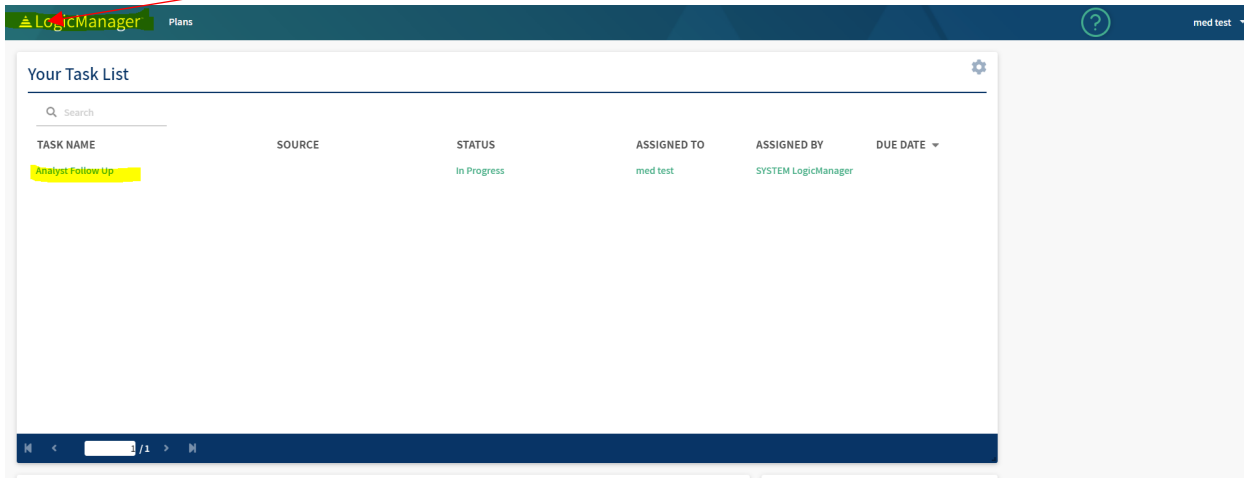
Task ID: 313 Source: 103: null



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

DBHIncidentReporting@fresnocountyca.gov

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



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

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

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

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

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

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

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

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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

The Case for the Enhanced National CLAS Standards

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

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

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

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

Bibliography:

- Beach, M. C., Cooper, L. A., Robinson, K. A., Price, E. G., Gary, T. L., Jenckes, M. W., Powe, N.R. (2004). Strategies for improving minority healthcare quality. (AHRQ Publication No. 04-E008-02). Retrieved from the Agency of Healthcare Research and Quality website: <http://www.ahrq.gov/downloads/pub/evidence/pdf/minqual/minqual.pdf>
- Goode, T. D., Dunne, M. C., & Bronheim, S. M. (2006). The evidence base for cultural and linguistic competency in health care. (Commonwealth Fund Publication No. 962). Retrieved from The Commonwealth Fund website: http://www.commonwealthfund.org/usr_doc/Goode_evidencebasecultlinguisticcomp_962.pdf
- LaVeist, T. A., Gaskin, D. J., & Richard, P. (2009). The economic burden of health inequalities in the United States. Retrieved from the Joint Center for Political and Economic Studies website: <http://www.jointcenter.org/sites/default/files/upload/research/files/The%20Economic%20Burden%20of%20Health%20Inequalities%20in%20the%20United%20States.pdf>
- National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: <http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?vl=1&vlid=33&ID=286>
- U.S. Department of Health and Human Services. (2011). HHS action plan to reduce racial and ethnic health disparities: A nation free of disparities in health and health care. Retrieved from http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS_Plan_complete.pdf
- U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). Healthy people 2020: Social determinants of health. Retrieved from <http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39>
- U.S. Department of Health and Human Services, Office of Minority Health (2011). National Partnership for Action to End Health Disparities. Retrieved from <http://minorityhealth.hhs.gov/npa>
- World Health Organization. (2012). Social determinants of health. Retrieved from http://www.who.int/social_determinants/en/

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

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

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

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

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

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

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

Signature:

Date:

(Printed Name & Title)

(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:	



Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

Section: Administration

Effective Date: 05/30/2017

Revised Date: 05/30/2017

Policy Title: Performance Outcome Measures

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

POLICY:

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

PURPOSE:

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

REFERENCE:

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

DHCS Service, Administrative and Operational Requirements

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

Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

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

MISSION STATEMENT

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

Template Review Date 3/28/16



Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

PROCEDURE:

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



Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

FRESNO COUNTY MENTAL HEALTH PLAN

OUTCOMES REPORT- Attachment A

PROGRAM INFORMATION:

Program Title: Click here to enter text.
Program Description: Click here to enter text.

Provider: Click here to enter text.
MHP Work Plan: Choose an item.
Choose an item.
Choose an item.

Age Group Served 1: ADULT
Age Group Served 2: Choose an item.
Funding Source 1: Choose an item.
Funding Source 2: Choose an item.

Dates Of Operation: Click here to enter text.
Reporting Period: Choose an item.
Funding Source 3: Choose an item.
Other Funding: Click here to enter text.

FISCAL INFORMATION:

Program Budget Amount: Click here to enter text.
Number of Unique Clients Served During Time Period: 0
Number of Services Rendered During Time Period: Click here to enter text.
Actual Cost Per Client: 0

Program Actual Amount: 0

CONTRACT INFORMATION:

Program Type:
Contract Term: Click here to enter text.

Type of Program:
For Other: Click here to enter text.
Renewal Date: Click here to enter text.

Level of Care Information Age 18 & Over: Choose an item.

Level of Care Information Age 0- 17: Choose an item.

TARGET POPULATION INFORMATION:

Target Population: Click here to enter text.

FRESNO COUNTY MENTAL HEALTH PLAN

OUTCOMES REPORT- Attachment A

CORE CONCEPTS:

- **Community collaboration:** individuals, families, agencies, and businesses work together to accomplish a shared vision.
- **Cultural competence:** adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
- **Individual/Family-Driven, Wellness/Recovery/Resiliency-Focused Services:** adult clients and families of children and youth identify needs and preferences that result in the most effective services and supports.
- **Access to underserved communities:** Historically unserved and underserved communities are those groups that either have documented low levels of access and/or use of mental health services, face barriers to participation in the policy making process in public mental health, have low rates of insurance coverage for mental health care, and/or have been identified as priorities for mental health services.
- **Integrated service experiences:** services for clients and families are seamless. Clients and families do not have to negotiate with multiple agencies and funding sources to meet their needs.

Please select core concepts embedded in services/ program:

(May select more than one)

Choose an item.

Choose an item.

Choose an item.

Choose an item.

Please describe how the selected concept (s) embedded :

Click here to enter text.

PROGRAM OUTCOME & GOALS

- **Must include each of these areas/domains:** (1) Effectiveness, (2) Efficiency, (3) Access, (4) Satisfaction & Feedback Of Persons Served & Stakeholder
- **Include the following components for documenting each goal:** (1) Indicator, (2) Who Applied, (3) Time of Measure, (4) Data Source, (5) Target Goal Expectancy

Click here to enter text.

DEPARTMENT RECOMMENDATION(S):

Click here to enter text.

FRESNO COUNTY MENTAL HEALTH PLAN

Outcomes Analysis

Attachment C

Name of Program:

[Click here to enter text.](#)

What is the Program/Contract Goals?

[Click here to enter text.](#)

Program Type: _____

Type of Program: **Other, please specify below**

Other: [Click here to enter text.](#)

CLINICAL INFORMATION:

Does the Program Utilize Any of the Following? *(May select more than one)*

[Evidence Informed Practice](#)

[Best Practice](#)

[Evidence Based Practice](#)

Other: [Click here to enter text.](#)

Please Describe: [Click here to enter text.](#)

OUTCOMES

What Outcome Measures Are Being Used? [Click here to enter text.](#)

What Outcome Measures/Functional Variables Could Be Added to Better Explain the Program's Effectiveness? [Click here to enter text.](#)

Describe the Program's **analysis** (i.e. have the program/contract goals been met? Number served, waiting list, wait times, budget to volume, etc.): [Click here to enter text.](#)

What Barriers Prevent the Program from Achieving Better Outcomes? [Click here to enter text.](#)

What Changes to the Program Would You Recommend to Improve the outcomes ? [Click here to enter text.](#)

For Committee Use Only:

Recommendations: do include a conclusion and a to-do list with action items

[Click here to enter text.](#)

Vendor:	Contract#	Contact Person	Contact#

Fixed Asset and Sensitive Item Tracking

Example Example

Item	Make/Brand	Model	Serial #	Fixed Asset	Sensitive Item	Date Requested (If Fixed Asset)	Date Approved (If Fixed Asset)	Purchase Date	Location	Condition	Fresno County Inventory Number	Cost
Copier	Canon	27CRT	9YHJY65R	x		3/27/2008	4/1/2008	4/10/2008	Heritage	New		\$6,500.00
DVD Player	Sony	DV2230	PXC4356A		x	n/a	n/a	4/1/2008	Heritage	New		\$450.00
Date Prepared:												
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												

Date Received: _____

FIXED ASSET AND SENSITIVE ITEM TRACKING

Field Number	Field Description	Instruction or Comments	Required or Conditional
Header	Vendor	Indicate the legal name of the agency contracted to provide services.	Required
Header	Program	Indicate the title of the project as described in the contract with the County.	Required
Header	Contract #	Indicate the assigned County contract number. If not known, County staff can provide.	Required
Header	Contact Person	Indicate the first and last name of the primary agency contact for the contract.	Required
Header	Contact #	Indicate the most appropriate telephone number of the primary agency contact for the contract.	Required
Header	Date Prepared	Indicate the most current date that the tracking form was completed by the vendor.	Required
a	Item	Identify the item by providing a commonly recognized description of the item.	Required
b	Make/Brand	Identify the company that manufactured the item.	Required
c	Model	Identify the model number for the item, if applicable.	Conditional
d	Serial #	Identify the serial number for the item, if applicable.	Conditional
e	Fixed Asset	Mark the box with an "X" if the cost of the item is \$5,000 or more to indicate that the item is a fixed asset.	Conditional
f	Sensitive Item	Mark the box with an "X" if the item meets the criteria of a sensitive item as defined by the County.	Conditional
g	Date Requested	Indicate the date that the agency submitted a request to the County to purchase the item.	Required
h	Date Approved	Indicate the date that the County approved the request to purchase the item.	Required
i	Purchase Date	Indicate the date the agency purchased the item.	Required
j	Location	Indicate the physical location of the item.	Required
k	Condition	Indicate the general condition of the item (New, Good, Worn, Bad).	Required
l	Fresno County Inventory Number	Indicate the FR # provided by the County for the item.	Conditional
m	Cost	Indicate the total purchase price of the item including sales tax and other costs, such as shipping.	Required