

**RETROACTIVE MASTER AGREEMENT**

THIS RETROACTIVE AGREEMENT is made and entered into this 13th day of July, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each contractor listed in Exhibit A, attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTOR", and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added by COUNTY. References in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each CONTRACTOR, unless otherwise specified.

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), pursuant to various provisions of the California Welfare and Institutions Code and the California Code of Regulations, must provide geropsychiatric skilled nursing care, locked skilled nursing care with special mental health treatment programs, mental health rehabilitation center services, ancillary services and other enhanced treatment services and other facilities to house and treat adults with severe and serious mental health impairments; and

WHEREAS, each CONTRACTOR has the secured facilities, staff and expertise, and is licensed by the State of California, to provide residential mental health services, and ancillary services to severely and persistently mentally disabled persons in appropriate skilled nursing or mental health rehabilitation center facilities.

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

**1. SERVICES**

A. It is understood that each CONTRACTOR shall be providing residential mental health treatment services at one (1) or more of the type of facilities as described in the Scope of Work as identified in Exhibit B, attached hereto and by this reference incorporated herein. The types of facilities include: Skilled Nursing Facilities (SNFs), Geropsychiatric Nursing Care Facilities (GNCFs), Institutions of Mental Disease (IMDs), and Mental Health Rehabilitation Centers (MHRCs). Each CONTRACTOR shall be fulfilling all responsibilities applicable to the provision of

1 the necessary residential mental health treatment services as identified for that respective facility as  
2 described in each sub-part of Exhibit C “Description of Services & Rates”, attached hereto and by  
3 this reference incorporated herein. Additional facilities may be identified and added to Exhibits A  
4 and C pursuant to Section 14 herein, based on the need by COUNTY to provide appropriate  
5 residential mental health treatment services to Fresno County clients. All references to Exhibit C  
6 shall be to CONTRACTOR(S)’ corresponding sub-part, Exhibit C-1, Exhibit C-2, Exhibit C-3,  
7 Exhibit C-4(a-b), Exhibit C-5, Exhibit C-6, etc., as indicated on Exhibit A.

8 B. Upon termination of this Agreement for any reason, each CONTRACTOR  
9 agrees to assist COUNTY in the placement of COUNTY’s clients who can no longer remain at  
10 CONTRACTOR(S)’ facilities.

11 C. COUNTY shall provide transportation services for its clients to and from each  
12 CONTRACTOR’s residential mental health service facility, as needed.

13 D. Each CONTRACTOR warrants that it possesses all licenses and certificates  
14 required by local, State of California and/or Federal laws and regulations for the conduct of its  
15 business and shall operate its business in accordance with all applicable laws and regulations. Each  
16 CONTRACTOR further warrants that all of its personnel performing services under this Agreement  
17 shall be licensed and certified where required, to lawfully perform their duties and shall maintain such  
18 licensure and certifications throughout the term of this Agreement.

19 CONTRACTORS shall maintain copies of all licenses and certifications noted above  
20 and shall allow COUNTY to review these documents upon request.

21 E. Each CONTRACTOR performing services under this Agreement shall execute a  
22 “Description of Services & Rates” which will become part of this Agreement, as a sub-part of Exhibit  
23 C. Each “Description of Services & Rates” shall specify the services to be provided by the individual  
24 CONTRACTOR and the specific duties, rates, and responsibilities COUNTY requires of each  
25 CONTRACTOR. Once the CONTRACTOR has signed, dated and returned the “Description of  
26 Services & Rates” to COUNTY, COUNTY’s DBH Director, or designee, shall review the  
27 “Description of Services & Rates” and indicate approval by signing and dating the “Description of  
28 Services & Rates”. Upon the execution of the “Description of Services & Rates” by COUNTY’s

1 DBH Director, or designee, as described herein, the CONTRACTOR shall be added to this  
2 Agreement. After a CONTRACTOR is added to this Agreement, they will be processed through the  
3 COUNTY’s DBH Managed Care credentialing process. Once cleared and credentialed, the  
4 CONTRACTOR(S) shall be eligible to provide residential mental health treatment services pursuant  
5 to the terms and conditions set forth in this Agreement, Scope of Work (Exhibit B), and in that  
6 CONTRACTOR’s “Description of Services & Rates” (Exhibit C).

7 **2. TERM**

8 The initial term of this Agreement shall be for a period of three (3) years, commencing  
9 on July 1, 2021 through and including June 30, 2024 (“Initial Term”). CONTRACTOR(S) added to  
10 this Agreement after July 1, 2021, shall become part of the Agreement effective upon the date the  
11 executed “Description of Services & Rates” is received and approved by the COUNTY’s DBH  
12 Director, or designee, as set forth in Section 1.E. of this Agreement.

13 Upon the expiration of the Initial Term, the terms of this Agreement shall be  
14 automatically extended for two (2) additional consecutive twelve (12) month periods upon the same  
15 terms and conditions herein set forth, unless written notice of non-renewal is given no later than thirty  
16 (30) days prior to the close of the current Agreement term by COUNTY’s DBH Director, or designee,  
17 or one (1) or more CONTRACTOR(S). A CONTRACTOR’s written notice of non-renewal shall be  
18 understood to effect renewal only to the extent of that CONTRACTOR’s involvement in this  
19 Agreement.

20 The June 30 termination date specified herein shall be the termination date for all  
21 CONTRACTORS, regardless of when CONTRACTOR is added to this Agreement. Any 12-month  
22 renewal period of this Agreement for any CONTRACTOR already providing services under this  
23 Agreement shall commence on July 1 of 2024 and 2025, as appropriate.

24 **3. TERMINATION**

25 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
26 provided thereunder, are contingent on the approval of funds by the appropriating government  
27 agency. Should sufficient funds not be allocated, the services provided may be modified, or this  
28 Agreement terminated at any time by giving one (1) or all CONTRACTORS thirty (30) days advance

1 written notice.

2 B. Breach of Contract - COUNTY may immediately suspend or terminate this  
3 Agreement in whole or in part, as to one (1) or all CONTRACTORS, where in the determination of  
4 COUNTY there is:

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

9 In no event shall any payment by COUNTY constitute a waiver by COUNTY of  
10 any breach of this Agreement or any default which may then exist on the part of any  
11 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY  
12 with respect to the breach or default. COUNTY shall have the right to demand of each  
13 CONTRACTOR the repayment to COUNTY of any funds disbursed to that CONTRACTOR under  
14 this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms  
15 of this Agreement. Each CONTRACTOR shall promptly refund any such funds upon demand or, at  
16 the COUNTY's option such repayment shall be deducted from future payments owing to that  
17 CONTRACTOR under this Agreement. COUNTY shall provide notice to the CONTRACTOR of  
18 such a breach or default prior to taking any action to suspend payments or terminate the Agreement.

19 In addition, each CONTRACTOR shall have the right to terminate this Agreement upon  
20 giving a written thirty (30) day notice to COUNTY, in the event COUNTY fails to comply with the  
21 term of this Agreement or fails to perform its services as stated herein.

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

#### 26 4. COMPENSATION

27 All parties acknowledge that COUNTY shall not pay for services for any client who has  
28 not, pursuant to Section 13 of this Agreement, been authorized in advance by COUNTY's DBH

1 Director, or designee, to receive residential mental health treatment services from  
2 CONTRACTOR(S). All clients who have been authorized by the COUNTY's DBH Director will  
3 hereinafter be referred to as "authorized COUNTY client". All parties further acknowledge that any  
4 Enhanced Services provided to authorized COUNTY clients must have separate authorization as  
5 described further in the Scope of Work (Exhibit B), if such separate authorization is required in the  
6 CONTRACTOR(S)' "Description of Services & Rates" (Exhibit C) described in Section 1.E. above.

7 COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agree to receive  
8 compensation for each day for each authorized COUNTY client placed within the  
9 CONTRACTOR(S)' facility, in accordance with the maximum daily rates identified by each  
10 CONTRACTOR(S) within their respective "Description of Services & Rates", as set forth herein as  
11 Exhibit C. For authorized COUNTY clients that do not qualify for Medi-Cal or are receiving non-  
12 Medi-Cal billable services, COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S)  
13 agree to receive compensation for additional physician services required. Physician services rates  
14 shall be included in the "Description of Services & Rates" (Exhibit C) identified by each individual  
15 CONTRACTOR and shall be included in an all-inclusive basic daily rate or included as an additional  
16 line item to be billed on the invoice.

17 All parties agree that there will be no SSI/SSA payments whatsoever provided to  
18 CONTRACTOR(S) from COUNTY for any COUNTY client who is eligible for IMD/MHRC/SNF  
19 services, regardless of whether or not client receives SSI/SSA benefits. CONTRACTOR(S) shall seek  
20 payment of the equivalent of SSI for room and board services through this Agreement. The parties  
21 acknowledge that said equivalent SSI monies to be paid to the CONTRACTOR(S) for SSI recipients are  
22 not part of funds provided from the Department's Public Guardian Office (PGO) Division.

23 The maximum amount of compensation to be paid to all CONTRACTORS collectively  
24 for daily rate charges for the first 12-month period of the initial contract term, (July 1, 2021 through  
25 June 30, 2022) shall not exceed the amount of Twenty-One Million, Eight Hundred Seventy-Nine  
26 Thousand, Six Hundred Ten, and No/100 Dollars (\$21,879,610.00).

27 The maximum amount of compensation to be paid to all CONTRACTORS collectively  
28 for daily rate charges for the second 12-month period of the initial contract term, (July 1, 2022

1 through June 30, 2023) shall not exceed the amount of Twenty-Four Million, Sixty-Seven Thousand,  
2 Five Hundred Seventy-One and No/100 Dollars (\$24,067,571.00).

3 The maximum amount of compensation to be paid to all CONTRACTORS collectively  
4 for daily rate charges for the third 12-month period of the initial contract term, (July 1, 2023 through  
5 June 30, 2024) shall not exceed the amount of Twenty-Six Million, Four Hundred Seventy-Four  
6 Thousand, Three Hundred Twenty-Nine and No/100 Dollars (\$26,474,329.00).

7 The maximum amount of compensation to be paid to all CONTRACTORS collectively  
8 for daily rate charges for the fourth 12-month period of the first extension term, (July 1, 2024 through  
9 June 30, 2025) shall not exceed the amount of Twenty-Nine Million, One Hundred Twenty-One  
10 Thousand, Seven Hundred Sixty-Two, and No/100 Dollars (\$29,121,762.00).

11 The maximum amount of compensation to be paid to all CONTRACTORS collectively  
12 for daily rate charges for the fifth 12-month period of the second extension term, (July 1, 2025  
13 through June 30, 2026) shall not exceed the amount of Thirty-Two Million, Thirty-Three Thousand,  
14 Nine Hundred Thirty-Nine, and No/100 Dollars (\$32,033,939.00).

15 In the event the maximum compensation amount in any individual fiscal year as noted  
16 above, is not fully expended, said remaining unspent funding amounts shall rollover to each  
17 subsequent fiscal year's established maximum compensation.

18 In no event shall the total maximum amount for the services provided by  
19 CONTRACTOR(S) collectively under the terms and conditions of this Agreement for the entire five  
20 (5) year term exceed One Hundred Thirty-Three Million, Five Hundred Seventy-Seven Thousand,  
21 Two Hundred Eleven, and No/100 Dollars (\$133,577,211.00).

22 It is acknowledged by all parties hereto that the rate(s) specified in each  
23 CONTRACTOR'S "Description of Services & Rates" may change during the term of this Agreement  
24 and such rate changes must be approved by COUNTY's DBH Director, or designee, upon receipt of a  
25 written application for such a rate increase. Any such approved rate change shall become a part of  
26 this Agreement. It is also acknowledged that as additional CONTRACTORS are added to this  
27 Agreement, Exhibit C shall be updated to include the specific "Description of Services & Rates"  
28 which includes services, requirements and rates for each added CONTRACTOR, and shall be

1 effective upon approval and execution by COUNTY's DBH Director, or designee.

2 Commencing April 1<sup>st</sup> of each term of this Agreement, each CONTRACTOR shall  
3 provide a new "Description of Services & Rates" with the updated rates of services for the following  
4 12-month term of the Agreement (beginning with the new fiscal year). Said updated "Description of  
5 Services & Rates" shall be reviewed for approval by COUNTY's DBH Director, or designee, as set  
6 forth in Section 1.E. of this Agreement.

7 Adjustments for Basic, Special Treatment Program services, Enhanced Rate services for  
8 SNFs, GNCFs, IMDs and MHRCs: COUNTY and CONTRACTORS acknowledge that the rates  
9 recited in the "Description of Services & Rates" for each individual CONTRACTOR may be subject  
10 to adjustment based upon rates set by the California State Department of Health Care Services for  
11 such services, hereinafter referred to as the "Medi-Cal Rate". COUNTY agrees to pay the adjusted  
12 Medi-Cal Rate for each and every unit of service provided after the effective date of such adjustment  
13 as published by the California State Department of Health Care Services, and CONTRACTOR agrees  
14 to accept such adjusted Medi-Cal Rate as of the effective date of such adjustment, whether or not the  
15 cost of providing such services shall have exceeded the amount of the payments hereunder.  
16 COUNTY and CONTRACTORS further acknowledge that tiered Enhanced Services rates per day, if  
17 provided for in the respective CONTRACTOR(S)' "Description of Services & Rates", may apply  
18 based on client need and may be adjusted during the term of this Agreement. Said tiered Enhanced  
19 Services rates per day, if provided by CONTRACTOR(S), shall be indicated within the  
20 CONTRACTOR(S)' respective Exhibit C. Adjustments to said Enhanced Services rates may be  
21 requested by CONTRACTOR only when accompanied by a comprehensive written justification of  
22 the need for the rate increase. Such a rate change for the Enhanced Services may be approved by the  
23 COUNTY's DBH Director, or designee, and the respective CONTRACTOR and shall become a part  
24 of this Agreement. CONTRACTOR shall be responsible for billing Medi-Cal, Medi-Care and other  
25 third party payers for the ancillary and secondary costs above COUNTY compensation for said  
26 services.

27 The daily rate(s), times the number of days utilized by authorized COUNTY clients in  
28 CONTRACTOR(S)' residential mental health treatment facility, less adjustments, if any, will

1 determine the actual reimbursement to CONTRACTOR(S). It is understood and agreed by the parties  
2 that the foregoing is the total sum to be paid to all CONTRACTORS for the services to be provided  
3 hereunder for each twelve (12) month period of this Agreement, irrespective of whether the cost of  
4 providing such services shall have exceeded the amount of the payments.

5 **5. THIRD PARTY PAYMENTS**

6 In the event any authorized COUNTY client is a recipient of income from any source,  
7 including Supplemental Security Income/State Supplemental Program (SSI/SSP), Veterans  
8 Administration benefits, retirement benefits, or annuities, and the authorized COUNTY client's  
9 representative payee or the conservator of the client's estate is the Fresno County Public Guardian  
10 (PG), COUNTY remains responsible to pay CONTRACTOR(S) the full amount for services rendered  
11 under this Agreement. When PG is the representative payee or conservator of the estate, the  
12 authorized COUNTY client's income shall be collected by PG and utilized to reimburse COUNTY  
13 for the costs of services provided hereunder.

14 If a CONTRACTOR is informed that the authorized COUNTY client's representative  
15 payee or conservator of the estate is a person or entity other than COUNTY's PG, said  
16 CONTRACTOR shall attempt to obtain payment for the services (rendered by said CONTRACTOR)  
17 directly from the client's representative payee or conservator of the estate. The amount  
18 CONTRACTOR shall attempt to collect is the amount of the client's monthly income, less the  
19 client's "personal needs" fund contribution of Forty-Five and No/100 Dollars (\$45.00) per month for  
20 clients placed within an IMD, or Thirty and No/100 Dollars (\$30.00) per month for clients placed  
21 within a SNF. If CONTRACTOR is successful in collecting any amount from the client's  
22 representative payee or conservator of the estate, CONTRACTOR shall deduct that amount from the  
23 amount invoiced to COUNTY for the services provided to that client. All amounts actually collected  
24 by CONTRACTOR shall be deducted from the amount otherwise payable to CONTRACTOR  
25 pursuant to this Agreement. When any amount is collected by CONTRACTOR, that amount shall be  
26 deducted from CONTRACTOR's next invoice to COUNTY regardless of the date the services for  
27 which money was received were delivered. In the event that CONTRACTOR is paid for an  
28 authorized COUNTY client from a third party source, CONTRACTOR shall not seek reimbursement



1 from COUNTY for any service provided, in whole or in part, and COUNTY shall not be liable to  
2 CONTRACTOR therefore.

3 CONTRACTORS shall maintain and forward to COUNTY on a monthly basis a list of  
4 all clients who have third-party payees or conservators of the estate, other than COUNTY's PG.

5 In the event CONTRACTOR(S) fails to comply with any provisions of this Agreement,  
6 COUNTY shall withhold payment until such time as the non-compliance has been corrected.

7 **6. INVOICING AND PAYMENTS**

8 A. Invoicing

9 CONTRACTORS shall invoice COUNTY by the fifteenth (15th) day of each  
10 month following the month in which the services were provided via email addressed to: 1)  
11 [DBH-Invoices@fresnocountyca.gov](mailto:DBH-Invoices@fresnocountyca.gov) , 2) [dbhinvoicereview@fresnocountyca.gov](mailto:dbhinvoicereview@fresnocountyca.gov) , 3)  
12 [dbhcontractedservicesdivision@fresnocountyca.gov](mailto:dbhcontractedservicesdivision@fresnocountyca.gov) and the assigned DBH Mental Health Contracts  
13 Staff Analyst. Invoices shall be summarized in a statement format. All invoices submitted should  
14 include the following required information: contract number, name of facility, facility address,  
15 invoice date range, client name, admit date, discharge date, number of days, social security #, date of  
16 birth, case manager, daily rate and total. In no event shall CONTRACTORS submit claims to  
17 COUNTY for clients that are not duly authorized by COUNTY to receive services.

18 B. Contract Payment Schedule

19 Payments by COUNTY shall be in arrears, within forty-five (45) days after  
20 receipt and verification of CONTRACTOR(S)' invoices by COUNTY's DBH in an amount  
21 equivalent to the daily rate times the total monthly utilization of beds under this Agreement, including  
22 any rate adjustment provided for in Section 4 above. However, if invoice(s) is not received in proper  
23 form or substance as stated in Section 6.A. herein, COUNTY may withhold subsequent payment(s)  
24 until such invoice(s) is received.

25 C. Reconciliation of Payments to Invoices

26 COUNTY shall complete a reconciliation of payments made to costs invoiced. If  
27 an adjustment to the payment is necessary, COUNTY shall notify CONTRACTOR(S) in writing  
28 within five (5) working days after the completion of the reconciliation. Within forty-five (45) days

1 thereafter, COUNTY shall make payment to CONTRACTOR or CONTRACTOR shall reimburse  
2 COUNTY as appropriate. In the event that CONTRACTOR(S) bills the COUNTY for supplemental  
3 charges for a previous month's services, those charges shall be sent to the COUNTY for review via a  
4 separate invoice and summarized statement and are not to be included within the next regular month's  
5 invoice.

6 **7. INDEPENDENT CONTRACTOR**

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

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

27 **8. MODIFICATION**

28 Any matters of this Agreement may be modified from time to time by the written

1 consent of all the parties without, in any way, affecting the remainder.

2 Notwithstanding the above, changes to the List of Contracted Providers (Exhibit A),  
3 including changes to CONTRACTOR(S)' addresses, as well as changes to the "Description of  
4 Services & Rates" (Exhibit C) for rate adjustments due to state-required facility rate increases for  
5 each of CONTRACTOR(S)' facilities may be made with the written approval of the COUNTY's  
6 DBH Director, or designee, and the individual CONTRACTOR.

7 In addition, non-material changes to the Scope of Work (Exhibit B) as needed to accommodate  
8 revisions in the law relating to mental health treatment services may be made with the signed written  
9 approval of COUNTY's DBH Director, or designee, and respective CONTRACTOR(S) through an  
10 amendment approved by COUNTY's County Counsel and Auditor-Controller/Treasurer-Tax  
11 Collector. Said changes shall not result in any change to the maximum compensation amount  
12 payable by COUNTY to CONTRACTOR(S), as stated herein.

13 **9. NON-ASSIGNMENT**

14 COUNTY and CONTRACTOR(S) shall not assign, transfer or subcontract this  
15 Agreement nor their rights or duties under this Agreement, without the prior written consent of  
16 COUNTY and the individual CONTRACTOR seeking to make such assignment.

17 **10. HOLD-HARMLESS**

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

26 ///

27 CONTRACTOR(S) agrees to indemnify COUNTY for Federal and/or State of  
28 California audit exceptions resulting from noncompliance herein on the part of CONTRACTOR(S).

1           **11.    INSURANCE**

2           Without limiting the COUNTY's right to obtain indemnification from  
3 CONTRACTOR(S) or any third parties, each CONTRACTOR, at its sole expense, shall maintain in  
4 full force and effect the following insurance policies throughout the term of this Agreement:

5           A.   Commercial General Liability

6           Commercial General Liability Insurance with limits of not less than Two Million Dollars  
7 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).  
8 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages  
9 including completed operations, products liability, contractual liability, Explosion-Collapse-  
10 Underground, fire legal liability or any other liability insurance deemed necessary because of the  
11 nature of this contract.

12           B.   Automobile Liability

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

16           C.   Professional Liability

17           If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
18 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One  
19 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual  
20 aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect  
21 for a period of three (3) years following the termination of this Agreement, one or more policies of  
22 professional liability insurance with limits of coverage as specified herein.

23           D.   Worker's Compensation

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

26           E.   Cyber liability (if Contractor will have access to County's PHI)

27           Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,  
28 \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and

1 obligations as is undertaken by the CONTRACTOR in this Agreement and shall include, but not be  
2 limited to, claims involving infringement of intellectual property, including but not limited to  
3 infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft,  
4 damage to or destruction of electronic information, release of private information, alteration of  
5 electronic information, extortion and network security. The policy shall provide coverage for breach  
6 response costs as well as regulatory fines and penalties as well as credit monitoring expenses with  
7 limits sufficient to respond to these obligations.

8 F. Sexual Abuse/Misconduct

9 Sexual abuse / molestation liability insurance with limits of not less than One Million  
10 Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This  
11 policy shall be issued on a per occurrence basis.

12 Additional Requirements Relating to Insurance

13 If the Contractor maintains broader coverage and/or higher limits than the minimums  
14 shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits  
15 maintained by the contractor. Any available insurance proceeds in excess of the specified minimum  
16 limits of insurance and coverage shall be available to the County.

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

25 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,  
26 and employees any amounts paid by the policy of worker's compensation insurance required by this  
27 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may  
28 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation

1 under this section is effective whether or not CONTRACTOR obtains such an endorsement.

2           Within Thirty (30) days from the date CONTRACTOR signs and executes this  
3 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above  
4 for all of the foregoing policies, as required herein, to the County of Fresno, Department of  
5 Behavioral Health, Contracted Services Division, 3133 N. Millbrook Avenue, Fresno, California,  
6 93703 and [DBHContractedServicesDivision@fresnocountyca.gov](mailto:DBHContractedServicesDivision@fresnocountyca.gov) , stating that such insurance  
7 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and  
8 employees will not be responsible for any premiums on the policies; that such Commercial General  
9 Liability insurance names the County of Fresno, its officers, agents and employees, individually and  
10 collectively, as additional insured, but only insofar as the operations under this Agreement are  
11 concerned; that such coverage for additional insured shall apply as primary insurance and any other  
12 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be  
13 excess only and not contributing with insurance provided under CONTRACTOR's policies herein;  
14 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days  
15 advance, written notice given to COUNTY.

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

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

22           **12. CONFLICT OF INTEREST**

23           No officer, agent, or employee of the COUNTY who exercises any function or  
24 responsibility for planning and carrying out the services provided under this Agreement shall have  
25 any direct or indirect personal financial interest in this Agreement. CONTRACTORS shall comply  
26 with all Federal, State of California, and local conflict of interest laws, statutes, and regulations,  
27 which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent,  
28 or employee of the COUNTY.

1           **13.    ADMISSION OF AUTHORIZED COUNTY CLIENTS**

2           In order for proper reimbursement:

3           A.       All referrals to CONTRACTORS must be authorized by the COUNTY’s DBH  
4 Director, or designee. Authorized COUNTY clients will be referred to CONTRACTORS from  
5 COUNTY’s DBH with the supporting documents identifying the level of care needed and treatment  
6 that is desired by COUNTY. Upon acceptance of the referral by CONTRACTORS, COUNTY shall  
7 authorize in writing the placement of the authorized COUNTY client at CONTRACTORS’ facility.  
8 Any Enhanced Rate services needed by the authorized COUNTY client will be mutually agreed upon  
9 by both parties and approved by COUNTY’s DBH Director, or designee.

10           B.       CONTRACTORS and COUNTY shall work together to ensure the most  
11 appropriate placement within the facility.

12           C.       If admission is denied by CONTRACTOR(S), the COUNTY’s DBH Director, or  
13 designee, will be immediately notified in writing concerning the reasons for the denial.

14           D.       Policies and procedures for admission shall be written by CONTRACTORS in  
15 compliance with this Agreement. Policies shall include a provision that authorized COUNTY clients  
16 are accepted for care without discrimination on the basis of race, color, religion, gender, national  
17 origin, or disability or mental status.

18           **14.    ADDITIONS/DELETIONS OF CONTRACTORS**

19           COUNTY’s DBH Director, or designee, reserves the right at any time during the term of  
20 this Agreement to add new CONTRACTOR(S) to those listed in Exhibit A. It is understood any such  
21 additions will not affect compensation paid to any other CONTRACTOR, and therefore such  
22 additions may be made by COUNTY without notice to or approval of the other CONTRACTOR(S)  
23 under this Agreement. These same provisions shall apply to the deletion of any CONTRACTOR(S)  
24 contained in Exhibit A, except that deletions shall be by written mutual agreement between the  
25 COUNTY and the particular CONTRACTOR to be deleted, or shall be in accordance with the  
26 provisions of Section 3 of this Agreement.

27           **15.    LICENSES/CERTIFICATES**

28           Throughout each term of this Agreement, CONTRACTOR(S) and CONTRACTOR(S)’

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

9 **16. RECORDS**

10 A. Medical Records: Clinical records of each client shall be the property of each  
11 individual CONTRACTOR and shall be maintained for seven (7) years or until audit findings are  
12 resolved. All such records shall be considered confidential client records in accordance with  
13 California Welfare and Institutions Code, Section 5328. Clinical records shall include evaluative  
14 studies and sufficient detail to make possible an evaluation by COUNTY's DBH Director, or  
15 designee.

16 B. Financial Records: Each CONTRACTOR shall maintain financial records in the  
17 manner provided by the State Health and Welfare Agency and make such records available to  
18 COUNTY's DBH Director, or designee, and the California Health and Human Services Agency.

19 If COUNTY or CONTRACTOR(S) are requested to disclose any books,  
20 documents or records relevant to this Agreement, for the purpose of an audit or investigation by an  
21 entity authorized by law to conduct such an audit or investigation, COUNTY or CONTRACTOR(S)  
22 shall notify the other party of the nature and scope of such request and shall make available to the  
23 other party all such books, contracts, documents or records. By agreeing to the aforementioned,  
24 COUNTY and CONTRACTORS do not waive any legal rights that they have with regard to  
25 disclosure of documents or information.

26 CONTRACTORS shall maintain accurate accounting records of its costs and  
27 operating expenses. Such records of costs and expenditures shall be maintained for at least four (4)  
28 years, or until audit findings are resolved, and shall be open to inspection by COUNTY's DBH



1 Director, COUNTY's Auditor-Controller/Treasurer-Tax Collector, the Grand Jury, the State  
2 Controller, the State Director of the Department of Health Care Services, or any of their deputies.

3 C. Other: CONTRACTOR(S) shall maintain and provide to COUNTY, with prior  
4 notice, client information for purposes of trend studies conducted by COUNTY's Quality Assurance  
5 Coordinator and other staff as appropriate, as authorized by COUNTY's DBH Director, or designee.

6 **17. REPORTING**

7 Each CONTRACTOR agrees to provide COUNTY with any reports which may be  
8 required by State and/or Federal agencies for compliance with this Agreement. In addition,  
9 COUNTY requires the submission of monthly and quarterly reports detailing the work accomplished  
10 during the reporting period, work to be accomplished during the subsequent reporting period, and  
11 problems, existing or anticipated, which should be brought to COUNTY's attention. At the expiration  
12 of each twelve (12) month period of this Agreement, each CONTRACTOR shall submit a written  
13 evaluation of its performance relative to this Agreement.

14 At the end of each quarter of this Agreement, each CONTRACTOR shall submit a  
15 financial report listing the name of clients served, with dates when they were in the various programs  
16 and the total expenditure based on actual usage by COUNTY for that quarter.

17 All such reports shall be sent attention to the Division Manager, Adult Services  
18 Division, County of Fresno, Department of Behavioral Health, 4441 E. Kings Canyon Road, Fresno,  
19 California 93702.

20 **18. MONITORING**

21 Each CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director,  
22 and the State Department of Health Care Services, or their respective designees, the right to review  
23 and monitor records, programs or procedures, at any time, in regard to clients, as well as the overall  
24 operation of CONTRACTOR(S)' programs in order to ensure compliance with the terms and  
25 conditions of this Agreement.

26 **19. COMPLIANCE WITH STATE REQUIREMENTS**

27 Each CONTRACTOR shall recognize that COUNTY operates its mental health  
28 programs under an agreement with the State of California Department of Health Care Services, and

1 that under said agreement the State imposes certain requirements on COUNTY and its  
2 subcontractors. CONTRACTORS shall adhere to the State requirements identified in this  
3 Agreement.

4 **20. CONFIDENTIALITY**

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

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

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

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

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

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

24 **22. DATA SECURITY**

25 For the purpose of preventing the potential loss, misappropriation or inadvertent access,  
26 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse  
27 of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that  
28 enter into a contractual relationship with the COUNTY for the purpose of providing services under

1 this Agreement must employ adequate data security measures to protect the confidential information  
2 provided to CONTRACTOR(S) by the COUNTY, including but not limited to the following:

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

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

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

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

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

18 C. COUNTY-Owned Computer Equipment

19 CONTRACTOR(S), including its subcontractor(s) and employees, may not use  
20 COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization  
21 from the COUNTY's Chief Information Officer, and/or designee(s).

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

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

1 F. Confidential client information transmitted to one party by the other by means of  
2 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of  
3 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

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

14 **23. NON-DISCRIMINATION**

15 During the performance of this Agreement, CONTRACTOR(S) shall not unlawfully  
16 discriminate against any employee or applicant for employment, or recipient of services, because of  
17 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical  
18 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,  
19 sexual orientation, or military or veteran status pursuant to all applicable State of California and  
20 Federal statutes and regulations.

21 **24. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

22 To the extent necessary to prevent disallowance of reimbursement under section 1861(v)  
23 (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, sub. (v)(1)[I]), until the expiration of four (4)  
24 years after the furnishing of services under this Agreement, CONTRACTOR(S) shall make available,  
25 upon written request of the Secretary of the United States Department of Health and Human Services,  
26 or upon request of the Comptroller General of the United States General Accounting Office, or any of  
27 their duly authorized representatives, a copy of this Agreement and such books, documents, and  
28 records as are necessary to certify the nature and extent of the costs of these services provided by

1 CONTRACTOR(S) under this Agreement. CONTRACTOR(S) further agrees that in the event  
2 CONTRACTOR(S) carries out any of its duties under this Agreement through a subcontract, with a  
3 value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month  
4 period, with a related organization, such Agreement shall contain a clause to the effect that until the  
5 expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the  
6 related organizations shall make available, upon written request of the Secretary of the United States  
7 Department of Health and Human Services, or upon request of the Comptroller General of the United  
8 States General Accounting Office, or any of their duly authorized representatives, a copy of such  
9 subcontract and such books, documents, and records of such organization as are necessary to verify  
10 the nature and extent of such costs.

11 **25. PUBLICITY PROHIBITION**

12 None of the funds, materials, property or services provided directly or indirectly under  
13 this Agreement shall be used for CONTRACTOR(S)' advertising, fundraising, or publicity (*i.e.*,  
14 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

15 **26. CULTURAL COMPETENCY**

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

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

24 B. Policies and procedures for ensuring access and appropriate use of trained  
25 interpreters and material translation services for all LEP clients, including, but not limited to,  
26 assessing the cultural and linguistic needs of its clients, training of staff on the policies and  
27 procedures, and monitoring its language assistance program. CONTRACTOR(S)' procedures must  
28 include ensuring compliance of any subcontracted providers with these requirements.

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

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

14 E. In compliance with the State-mandated Culturally and Linguistically  
15 Appropriate Services standards as published by the Office of Minority Health, CONTRACTOR(S)  
16 must submit to COUNTY for approval, within sixty (60) days from date of contract execution,  
17 CONTRACTOR(S)' plan to address all fifteen (15) national cultural competency standards as set  
18 forth in the "National Standards on Culturally and Linguistically Appropriate Services (CLAS)"  
19 <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>. COUNTY's annual on-site review  
20 of CONTRACTOR(S) shall include collection of documentation to ensure all national standards are  
21 implemented. As the national competency standards are updated, CONTRACTOR(S)' plan must be  
22 updated accordingly.

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

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

28 In accordance with C.F.R. Title 42 Sections 445.101, 455.104, 455.105, and

1 455.106(a)(1)(2), the following information must be disclosed by CONTRACTOR(S) by completing  
2 Exhibit D, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this  
3 reference incorporated herein. CONTRACTOR(S) shall submit this form to the COUNTY's DBH  
4 within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR(S)  
5 shall report any changes to this information within thirty-five (35) days of occurrence by completing  
6 Exhibit D, "Disclosure of Ownership and Control Interest Statement. Submissions shall be scanned  
7 PDF copies and are to be sent via email to [DBHAdministration@co.fresno.ca.us](mailto:DBHAdministration@co.fresno.ca.us), attention: Mental  
8 Health Contracted Services.

9 **28. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

10 CONTRACTOR(S) is required to disclose if any of the following conditions apply to  
11 them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as  
12 "CONTRACTOR(S)");

13 A. Within the three (3) year period preceding the Agreement award, they have been  
14 convicted of, or had a civil judgment rendered against them for:

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

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

19 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of  
20 records; or

21 4. False statements or receipt of stolen property.

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

24 Disclosure of the above information will not automatically eliminate  
25 CONTRACTOR(S) from further business consideration. The information will be considered as  
26 part of the determination of whether to continue and/or renew the Contract and any additional  
27 information or explanation that a CONTRACTOR(S) elects to submit with the disclosed  
28 information will be considered. If it is later determined that the CONTRACTOR(S) failed to

1 disclose required information, any contract awarded to such CONTRACTOR(S) may be  
2 immediately voided and terminated for material failure to comply with the terms and conditions of  
3 the award.

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

15 **29. COMPLAINTS**

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

24 Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored  
25 clients, CONTRACTORS shall provide COUNTY with information relevant to the complaint,  
26 investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or  
27 corrective action taken to resolve the complaint.

28 **30. DISCLOSURE OF SELF-DEALING TRANSACTIONS**



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

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

12 ///

13 **31. SEVERABILITY**

14 If any non-material term, provision, covenant, or condition of this Agreement is held by  
15 a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions  
16 shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

17 **32. SEPARATE AGREEMENT**

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

22 **33. AUDITS AND INSPECTIONS**

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

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

4 **34. NOTICES**

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

<u>COUNTY</u>	<u>CONTRACTOR(S)</u>
Director, Fresno County Department of Behavioral Health 3133 N. Millbrook Ave. Fresno, CA 93703	SEE EXHIBIT A

7  
8  
9  
10  
11  
12 Any and all notices between the COUNTY and the CONTRACTOR(S) provided for or  
13 permitted under this Agreement, or by law, shall be in writing and shall be deemed duly served when  
14 personally delivered to one of the parties, or in lieu of such personal service, when deposited in the  
15 United States Mail, postage prepaid, addressed to such party.

16 **35. GOVERNING LAW**

17 The parties agree that for the purposes of venue performance under this Agreement is to  
18 be in Fresno County, California.

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

21 **36. ELECTRONIC SIGNATURE**

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

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

9 **37. ENTIRE AGREEMENT**

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

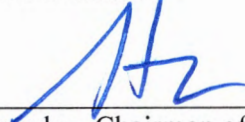
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CONTRACTORS:  
PLEASE SEE ADDITIONAL  
SIGNATURE PAGES ATTACHED**

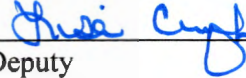
**COUNTY OF FRESNO**

By   
Steve Brandau, Chairman of the Board of  
Supervisors of the County of Fresno

Date: July 13, 2021

**ATTEST:**

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

By   
Deputy

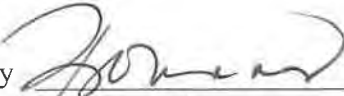
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Organization: 56302175  
Account/Program: 7295/0

FY 2021-2022: \$21,879,610  
FY 2022-2023: \$24,067,571  
FY 2023-2024: \$26,474,329  
FY 2024-2025: \$29,121,762  
FY 2025-2026: \$32,033,939



1           **CONTRACTOR:**

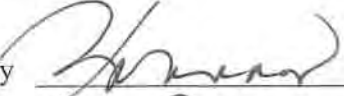
2           **CF MERCED BEHAVIORAL, LLC.,**  
3           **d.b.a. MERCED BEHAVIORAL CENTER**

4  
5           By 

6           Print Name: Barbara Overnoe

7           Title: Dir. of Operations

8                           Chairman of the Board, or  
9                           President, or any Vice President or  
10                           Director of Operations

11           By 

12           Print Name: Barbara Overnoe

13           Title: Acting Administrator

14                           Secretary (of Corporation), or  
15                           any Assistant Secretary, or  
16                           Chief Financial Officer, or  
17                           any Assistant Treasurer/Facility  
18                           Administrator

19           **Mailing Address:**

20           1255 "B" Street  
21           Merced, CA 95341  
22           Phone: (209) 723-8814  
23           Fax: (209) 384-3747  
24           Email:  
25           Jeri.Allgood@mercedbehavioralhcc.com  
26           Contact: Jeri Allgood, Administrator  
27  
28

1 **CONTRACTOR:**

2 **CRESTWOOD BEHAVIORAL HEALTH, INC.**

3  
4 By *Mashkevich*

5  
6 Print Name: **Elena Mashkevich**

7 Title: **Director of County Contracts**  
8 Chairman of the Board, or  
9 President, or any Vice President or  
10 Director of Operations

11 By *MStefanou*

12  
13 Print Name: **Maria Stefanou**


14 Title: **Chief Financial Officer**  
15 Secretary (of Corporation), or  
16 any Assistant Secretary, or  
17 Chief Financial Officer, or  
18 any Assistant Treasurer/Facility  
19 Administrator


20 **Mailing Address:**  
21 520 Capitol Mall, Suite 800  
22 Sacramento, CA 95814  
23 Phone: (916) 471-2240  
24 Fax: (916) 471-2212  
25 Email: elena.mashkevich@cbhi.net  
26 Contact: Elena Mashkevich,  
27 Director of County Contracts  
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**CONTRACTOR:**

**VISTA PACIFICA ENTERPRISES, INC.,  
d.b.a. VISTA PACIFICA CENTER AND  
d.b.a. VISTA PACIFICA CONVALESCENT**

By   
Print Name: Cheryl Jumonville  
Title: President  
Chairman of the Board, or  
President, or any Vice President or  
Director of Operations

By   
Print Name: Cheryl Jumonville  
Title: Secretary  
Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer/Facility  
Administrator

**Mailing Address:**  
Vista Pacifica Center  
3674 Pacific Avenue  
Jurupa Valley, CA 92509  
Phone: (951) 682-4833 Ext. 106  
Email: [cjumonville@vistapacificaent.com](mailto:cjumonville@vistapacificaent.com)  
Contact: Cheryl Jumonville, President



1           **CONTRACTOR:**  
2           **HELIOS HEALTHCARE, LLC,**  
3           **d.b.a. IDYLWOOD CARE CENTER**

4  
5           By 

6           Print Name: **Elena Mashkevich**

7  
8           Title: **Director of County Contract**  
9                     Chairman of the Board, or  
10                    President, or any Vice President or  
11                    Director of Operations

12           By 


13           Print Name: **Maria Stefanou**

14           Title: **Chief Financial Officer**  
15                    Secretary (of Corporation), or  
16                    any Assistant Secretary, or  
17                    Chief Financial Officer, or  
18                    any Assistant Treasurer/Facility  
19                    Administrator

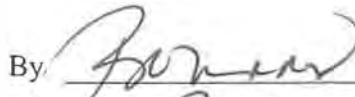
20           **Mailing Address:**  
21           520 Capitol Mall, Suite 800 Sacramento,  
22           CA 95814  
23           Phone: (916) 471-2266  
24           Fax: 916) 471-2212  
25           Email: elena.mashkevich@cbhi.net  
26           Contact: Elena Mashkevich,  
27           Director of County Contracts  
28

1 **CONTRACTOR:**

2 **KF COMMUNITY CARE, LLC.,**  
3 **d.b.a. COMMUNITY CARE CENTER**

4  
5 By   
6 Print Name: Barbara O'Connor

7  
8 Title: Dir. of operations  
9 Chairman of the Board, or  
10 President, or any Vice President or  
11 Director of Operations

12 By   
13 Print Name: Barbara O'Connor

14 Title: Administrator  
15 Secretary (of Corporation), or  
16 any Assistant Secretary, or  
17 Chief Financial Officer, or  
18 any Assistant Treasurer/Facility  
19 Administrator

20 **Mailing Address:**

21 2335 S. Mountain Avenue  
22 Duarte, CA 91010  
23 Phone: (626) 357-3207 Ext 225  
24 Email: boconnor@chms.us  
25 Contact: Barbara O'Connor, Administrator  
26  
27  
28

**LIST OF CONTRACTORS**

<b>CONTRACTOR NAME</b>	<b>EXHIBIT REFERENCE</b>
1. 7 <sup>th</sup> Avenue Center	C-1
2. CF Merced Behavioral, LLC., d.b.a. Merced Behavioral Center	C-2
3. Crestwood Behavioral Health Inc.	C-3
4. Vista Pacifica Enterprises, Inc., d.b.a. Vista Pacifica Center and d.b.a. Vista Pacifica Convalescent	C-4 (a-b)
5. Helios Healthcare, LLC., d.b.a. Idylwood Care Center	C-5
6. KF Community Care, LLC., d.b.a. Community Care Center	C-6

## SCOPE OF WORK

### I. GEROPSYCHIATRIC NURSING CARE SERVICES

Fresno County Department of Behavioral Health (DBH) is responsible for the provision of appropriate Skilled Nursing Facility (SNF) and Geropsychiatric Nursing Care Facility (GNCF) services to Fresno County residents who are age 65 years or older, have serious and persistent psychiatric impairment and problems with their physical health.

SNFs operate under Title 22, California Code of Regulations, sections 51335, 71443-724 75 and the California Department of Health Care Services' (DHCS) Policies and Directives. Title 22 of the California Code of Regulations describes and defines programs that serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired.

#### A. GOALS AND OBJECTIVES

1. Provide a safe and healthful living environment;
2. Control and modify the person's destructive behavior patterns;
3. Prevent or reduce acute psychiatric hospitalizations or long-term hospitalization;
4. Provide care as close to the client's home community (Fresno County) as possible; and
5. Provide high quality care and supervision at the lowest appropriate cost.

#### B. LOCATION

The location of the facility should be in relatively close proximity to Fresno County. This will help expedite the integration of these clients back into community living, decrease the travel expense required by court hearings and staff travel, and facilitate involvement by family and friends for client support.

#### C. TYPES OF SERVICES

The Department of Behavioral Health contracts for a number of SNF beds for both Basic and Enhanced levels of care. The rates for the Basic Services per bed per day are dictated by the State. Enhanced Services are described in Subsection 6.B below. The following are the types of SNF beds needed, depending on a client's mental/physical health condition:

1. **Basic Services:** includes reasonable access to required medical treatment, up-to-date psychopharmacology and transportation to needed off-site services, and bilingual/bicultural programming, as appropriate.
2. **Secured SNF:** includes the services listed under "Basic Services" in a secured environment, but not in a locked facility.
3. **Locked SNF with or without enhanced services:** includes the services listed under "Basic Services" in a locked building.
4. **Sub-Acute SNF:** includes services that are non-acute 24-hour voluntary or involuntary care that is required for the provision of mental health services to clients with serious mental conditions who are not in need of acute mental health care, but who require general mental health evaluation, diagnostic assessment, treatment, nursing and/or related services, on a 24-hour per day basis in order to achieve stabilization and/or an optimal level of functioning. Such clients are those who, if in the community, would require the services of a licensed health facility providing 24-hour sub-acute mental health care. Such facilities include, but are not limited to, skilled nursing facilities with special treatment programs. Sub-acute has the same meaning as non-acute as defined in this section.

5. **Special Treatment Program:** therapeutic services provided to clients with serious mental conditions having special needs in one (1) or more of the following areas: self-help skills, behavioral adjustment, and interpersonal relationships. They also include pre-vocational preparation and pre-release planning. Contractor will provide a copy of the Policy or Procedure Guide (PPG) on agency's Special Treatment Program to the Department of Behavioral Health within ten (10) working days from the day the Agreement becomes effective. The PPG is to be sent to Department of Behavioral Health, Attn: Contracted Services Division – Mental Health, 3133 N. Millbrook Avenue, Fresno, California 93703.
6. **SERVICES:**
  - A. **Basic Services:**
    - i. **Treatment Setting**
      1. A facility that provides reasonable security, supervision, and substantial compliance. Substantial compliance means conformity to regulations to be a licensee to such an extent that client safety, welfare, and quality of care is assured.
      2. Development of an individual, written client care plan which indicates the care to be given, the objectives to be accomplished, and the professional discipline responsible for each element of care. Objectives shall be measurable and time limited. For specifics on supervision, refer to Title 22.
      3. Safeguards for clients' monies and valuables. For specifics, refer to Title 22.
      4. Activity Programs (Title 22, California Code of Regulations, and State DHCS' Policies and Directives):
        - a. An activity program means a program that is staffed and equipped to encourage the participation of each client, meets the needs and interests of each client, and encourages self-care and resumption of normal activities.
        - b. Clients shall be encouraged to participate in activities planned to meet their individual needs. An activity program shall have a written, planned schedule of social and other purposeful activities.
        - c. The program shall be designed to make life more meaningful, to stimulate and support physical and mental capabilities to the fullest extent, to enable the client to maintain the highest attainable social, physical, and emotional functioning, but not necessarily to correct or remedy a disability.
        - d. The activity program shall consist of individual, small and large group activities designed to meet the needs and interests of each client.
      5. The provision for basic living needs includes, but is not limited to food, laundry, and care of resident's personal clothing, and security of personal items.

- a. The dietetic service shall provide food of the quality and quantity to meet each client's needs in accordance with the physician's orders and meets "the recommended daily dietary allowance" as specified in the most current edition adopted by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences. For specifics, refer to Title 22.
- b. Laundry and care of residents' personal clothing - for specific information, refer to Title 22, for specifics.
- c. Security of personal items and safeguards for clients' monies and valuables - for specific information, refer to Title 22 for specifics.
- d. Resident Security - It is expected that these residents may be segregated from other residents of the facility to insure security.

**ii. Clinical**

1. Pre-admission screening process.
2. Admission policy describing the extent of the facility's right of refusal.
3. Review process, if requested, for persons not accepted for admission or discharged as inappropriate for the facility.
4. Program designed to modify combative behavior, protect the client, prevent the breakage of property, and promote personal responsibility for behavior.
5. Use of restraints and postural supports. For specifics, refer to Title 22.
6. Provision of medical care with availability of physician services for treatment of any physical ailments of the clients housed at the facility.
7. Consultation and/or case staffing to be held with appropriate County assigned mental health professionals, as needed, but no less frequently than on a quarterly basis.

**iii. Administration**

1. Administrator will meet with the County's DBH Adult Services Division Manager, or designee, as required to monitor the Agreement.
2. Facility will immediately report all incidents involving Fresno County clients to the contract liaison. Notification will be made to Fresno County in cases of illegality, death, self-injury, absence without leave, property destruction and violence towards others.
3. Daily census records will be maintained and sent to the County's DBH Adult Services Division Manager.
4. Prepare reports as may be required to fulfill the terms of the agreement.
5. Occurrences such as epidemic outbreaks, poisoning, fires, major accidents, death from unnatural causes or other catastrophes and

unusual occurrences which threaten the welfare, safety, or health of clients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours, either by telephone at (559) 600-9180, and confirmed in writing, or by fax at (559) 600-7674 to the Director, Department of Behavioral Health. An incident report shall be prepared by Contractor, on each occurrence.

6. Every incident report shall be retained on file by the facility for one (1) year. The facility shall furnish such other pertinent information related to such occurrences to the Director, Department of Behavioral Health 3133 N. Millbrook Avenue, Fresno, California 93703, upon request.
7. Every fire or explosion that occurs in or on the premises shall be reported within twenty-four (24) hours to the local fire authority or, in areas not having an organized fire service, to the State Fire Marshal. Contractor shall meet all fire safety requirements set by the local Fire Marshal and other requirements cited in the California Health and Safety Code.
8. All facilities shall have a placement contact person readily available to respond to requests for placements from the County. This is to prevent placement delays in placing a client at the appropriate level of care.
9. No notice is required to move a person to a different level of care or when there is a need to discharge the client because this is dependent on clinical prognosis.
10. The daily rate for the client will be commensurate with the level of care being provided at that facility.
11. All services, other than the Basic Services, must be pre-approved prior to placement utilizing Special Services Authorization Form (Exhibit G), attached hereto to this Agreement and by this reference incorporated herein.
12. For the purposes of this Agreement, the term "bed day" includes beds held vacant for patients who are temporarily (not more than seven (7) days) absent from a facility. Contractor will notify County in the event that a client has to be moved to an acute treatment facility and a bed hold needs to be made. County will approve any bed-hold days that may be required on a case-by-case basis.

**B. Enhanced Services:**

Enhanced Services augment the services of Basic and Special Treatment Programs. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The target population is adults with serious and persistent mental health conditions whose behavior requires more intensive programming than is available from Basic Services. It is anticipated that the intensive treatment and staffing provided by enhanced services will prevent State Hospital admissions. The target population may include persons who are often at risk of elopement and occasionally assaultive or self-destructive. They may have complicating medical problems. Additionally, they may require specialized services to insure successful transition to community living.

Clients needing these services are male or female; have a major psychiatric diagnosis, organic brain syndrome or major mental disorder; are a LPS conservatee of Fresno County; may be physically impaired, perhaps non-ambulatory; and present a special or unusual behavior management issue.

The major objectives for these services are: to control and modify the client's destructive behavior; and, to prevent or reduce acute psychiatric hospitalization or long-term State hospitalization.

**D. REPORTING/OUTCOMES**

Contractor shall be required to submit monthly census reports detailing the number of County clients living in the facility on a daily basis.

Contractor shall provide, at County's request, any required reports to County, which may include performance outcome measurement reports as communicated by the County to Contractor. Outcome measures may include, but are not limited to:

- Successful program completion and transition to lower level of care placement
- Reduced or no inpatient hospitalizations
- Reduced or no incidents of self-injury, injury to others or property damage
- Reduced or no incidents of medical emergency or hospitalization

**E. OBJECTIVES/EVALUATION**

A strong evaluation component will be required for these services. Contractor will be required to have an evaluation program that includes observable, measurable, time-limited outcome and process objectives. The evaluation program will be submitted in writing to the assigned DBH Mental Health Contracts Analyst for review and approval by the County within sixty (60) days after the Agreement is executed. Process objectives are defined as those describing or delineating the amount, frequency, and kinds of services to be provided. Outcome objectives are those indicators that describe the effect of program activities on client behavior or status.

**F. CORPORATIONS**

For incorporated businesses, the Contractor shall notify the Department of all facilities that the Department of Behavioral Health might use.

**G. INSURANCE**

Contractor will provide County with new certificates of insurance if there is any change in coverage.

**H. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and agree to use and disclose protected health information as required by law.

**I. County reserves the right to revise and/or update the Scope the Work as needed, within the regulations of applicable CCR, CFR, and/or WIC codes.**



## SCOPE OF WORK (Continued)

### II. LOCKED SKILLED NURSING FACILITY CARE / INSTITUTIONS OF MEDICAL DISEASE SERVICES

Fresno County Department of Behavioral Health is responsible for the provision of appropriate locked Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to Fresno County residents eighteen (18) to sixty-four (64) years of age, having serious and persistent psychiatric impairment, and are in need of Skilled Nursing Facility/Institutions for Mental Disease services (SNF/IMD) with Special Treatment Programs (STPs) and Enhanced Services.

Skilled Nursing Facility/Special Treatment Program/Institutions for Mental Disease (SNF/STP/IMD) operate under Title 22, California Code of Regulations, Sections 51335, 71443-72475 and the California Department of Health Care Service's (DHCS) Policies and Directives. Title 22 of the California Code of Regulations describes and defines programs that serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. Contractor will provide "Basic Services", which include reasonable access to required medical treatment, up-to-date psychopharmacology and transportation to needed off-site services, and bilingual/bicultural programming as appropriate.

#### A. GOALS AND OBJECTIVES

1. Provide a safe and healthful living environment;
2. Control and modify the person's destructive behavior patterns;
3. Prevent or reduce acute psychiatric hospitalizations or long-term hospitalization;
4. Provide care as close to the client's home community (Fresno County) as possible; and
5. Provide high quality care and supervision at the lowest appropriate cost.

#### B. LOCATION

The location of the facility should be in relatively close proximity to Fresno County. This will help expedite the integration of these clients back into community living, decrease the travel expense required for court hearings and staff travel, and facilitate involvement by family and friends for client support.

#### C. TYPES OF SERVICES

The Department of Behavioral Health contracts for a number of SNF/STP/IMD beds for both Basic and Enhanced levels of care. The distribution, types, and total number of beds depend on the facilities selected. The rates for the Basic services per bed per day are dictated by the State. Enhanced services are described in Subsection 3 below.

##### 1. Basic Services:

###### A. **Treatment Setting**

- i. A facility that provides reasonable security, supervision, and substantial compliance. Substantial compliance means conformity to regulations to be a licensee to such an extent that client safety, welfare, and quality of care is assured.
- ii. Development of an individual, written client care plan which indicates the care to be given, the objectives to be accomplished, and the professional discipline responsible for each element of care. Objectives shall be measurable and time limited. For further specifics on supervision, refer to Title 22.
- iii. Safeguards for clients' monies and valuables. For specifics, refer to Title 22.
- iv. Activity Programs (Title 22, California Code of Regulations, and State DHCS' Policies and Directives):

- a. An activity program means a program that is staffed and equipped to encourage the participation of each client, meets the needs and interests of each client, and encourages self-care and resumption of normal activities.
- b. Clients shall be encouraged to participate in activities planned to meet their individual needs. An activity program shall have a written, planned schedule of social and other purposeful activities.
- c. The program shall be designed to make life more meaningful, to stimulate and support physical and mental capabilities to the fullest extent, to enable the client to maintain the highest attainable social, physical, and emotional functioning, but not necessarily to correct or remedy a disability.
- d. The activity program shall consist of individual, small and large group
- v. The provision for basic living needs includes, but is not limited to food, laundry, and care of resident's personal clothing, and security of personal items.
  - a. The dietetic service shall provide food of the quality and quantity to meet each client's needs in accordance with the physician's orders and meets "the recommended daily dietary allowance" as specified in the most current edition adopted by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences. For specifics, refer to Title 22.
  - b. Laundry and care of residents' personal clothing - refer to Title 22 for specific information.
  - c. Security of personal items and safeguards for clients' monies and valuables - refer to Title 22 for specific information.
- vi. Resident Security - It is expected that these residents may be segregated from other residents of the facility to insure security.

**B. Clinical**

- i. Pre-admission screening process.
- ii. Admission policy describing the extent of the facility's right of refusal.
- iii. Review process, if requested, for persons not accepted for admission or discharged as inappropriate for the facility.
- iv. Program designed to modify combative behavior, protect the client, prevent the breakage of property, and to promote personal responsibility for behavior.
- v. Use of restraints and postural supports. For specifics, refer to Title 22 related to these issues.
- vi. Consultation and/or case staffing to be held with appropriate County assigned mental health professionals, as needed, but no less frequently than on a quarterly basis.

**C. Administration**

- i. Administrator will meet with the assigned DBH Mental Health Contracts Analyst, or designee, as required to monitor the contract.

- ii. Facility will immediately report all incidents involving Fresno County clients to the contract liaison. Notification will be made to Fresno County in cases of illegality, death, self-injury, absence without leave, property destruction and violence towards others.
- iii. Daily census records will be maintained and sent to the County's DBH Adult Services Division Manager.
- iv. Prepare reports as may be required to fulfill the terms of the agreement.
- v. Occurrences such as epidemic outbreaks, poisoning, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of clients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours, either by telephone at (559) 600-9180, and confirmed in writing, or by fax at (559) 600-7674 to the Director, Department of Behavioral Health. An incident report shall be prepared by the Contractor on each occurrence.
- vi. Every incident report shall be retained on file by the facility for one (1) year. The facility shall furnish such other pertinent information related to such occurrences to the Director, Department of Behavioral Health 3133 N. Millbrook Avenue, Fresno, California 93703, upon request.
- vii. Every fire or explosion that occurs in or on the premises shall be reported within twenty-four (24) hours to the local fire authority or, in areas not having an organized fire service, to the State Fire Marshal. Contractor shall meet all fire safety requirements set by the local Fire Marshal and other requirements cited in the California Health and Safety Code.
- viii. All facilities shall have a placement contact person readily available to respond to requests for placements from the County. This is to prevent placement delays in placing a client at the appropriate level of care.
- ix. No notice is required to move a person to a different level of care or when there is a need to discharge the client because this is dependent on clinical prognosis.
- x. The daily rate for the client will be commensurate with the level of care being provided at that facility.
- xi. All services, other than the Basic Services, must be pre-approved prior to placement utilizing Special Services Authorization Form (Exhibit G).
- xii. For the purposes of this Agreement, the term "bed day" includes beds held vacant for patients who are temporarily (not more than seven (7) days) absent from a facility. Contractor will notify County in the event that a client has to be moved to an acute treatment facility and a bed hold needs to be made. County will approve any bed-hold days that may be required on a case-by-case basis.

**2. Special Treatment Program**

Special Treatment Program (STP) services are those therapeutic services provided to clients with serious mental health conditions having special needs in one (1) or more of the following areas: self-help skills, behavioral adjustment, and interpersonal relationships. They also include pre-vocational preparation and pre-release planning.

Contractor shall provide a copy of the Policy and Procedure Guide (PPG) on agency's Special Treatment Program/Approach to the Department of Behavioral Health within ten (10) working days from the day the Agreement becomes effective. The PPG is to be sent to the Department of Behavioral Health, Attn: Mental Health Contracted Services Division, 3133 N. Millbrook Avenue, Fresno, California 93703.

**3. Enhanced Services**

Enhanced Services augment the services of Basic and Special Treatment Programs. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The target population is adults with serious and persistent mental health conditions whose behavior requires more intensive programming than is available from Basic Services. It is anticipated that the intensive treatment and staffing provided by Enhanced Services will prevent State Hospital admissions. The target population may include persons who are often at risk of elopement and occasionally assaultive or self-destructive. They may have complicating medical problems. Additionally, they may require specialized services to insure successful transition to community living.

Clients needing these services may be male or female; have a major psychiatric diagnosis, organic brain syndrome or major mental disorder; are a LPS conservatee Fresno County; are physically impaired, perhaps non-ambulatory; and present a special or unusual behavior management issue.

The major objectives for these services are: to control and modify the client's destructive behavior; provide a safe, secure, and healthful environment; provide adequate supervision; and, prevent or reduce acute psychiatric hospitalization or long-term State hospitalization.

**D. REPORTING/OUTCOMES**

Contractor shall be required to submit monthly census reports detailing the number of County clients living in the facility on a daily basis.

Contractor shall provide, at County's request, any required reports to County, which may include performance outcome measurement reports as communicated by the County to Contractor. Outcome measures may include, but are not limited to:

- Successful program completion and transition to lower level of care placement
- Reduced or no inpatient hospitalizations
- Reduced or no incidents of self-injury, injury to others or property damage
- Reduced or no incidents of medical emergency or hospitalization

**E. OBJECTIVES/EVALUATION**

A strong evaluation component will be required for these services. Contractor will be required to have an evaluation program that will include observable, measurable, time-limited outcome and process objectives. The evaluation program will be submitted in writing to the assigned DBH Mental Health Contracts Analyst for review and approval by the County within sixty (60) days after the Agreement is executed. Process objectives are defined as those describing or delineating the amount, frequency, and

kinds of services to be provided. Outcome objectives are those indicators that describe the effect of program activities on client behavior or status.

F. CORPORATIONS

For incorporated businesses, the Contractor shall notify the Department of all facilities that the Department of Behavioral Health might use.

G. INSURANCE

Contractor will provide County with new certificates of insurance if there is any change in coverage.

H. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and agree to use and disclose protected health information as required by law.

- I. County reserves the right to revise and/or update the Scope the Work as needed, within the regulations of applicable CCR, CFR, and/or WIC codes.

## SCOPE OF WORK (Continued)

### III. MENTAL HEALTH REHABILITATION CENTERS

Mental Health Rehabilitation Centers (MHRCs) provide intensive support and rehabilitation to clients as an alternative to state hospital or other 24-hour care facilities. MHRCs help clients develop the skills to become self-sufficient and increase their levels of independent functioning.

MHRCs operate under Title 9, California Code of Regulations, Division 1, and the California Department of Health Care Services' Policies and Directives. Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Care Services Licensing and Certification Division.

MHRCs are needed for clients upon discharge from an acute inpatient psychiatric facility or outpatient crisis stabilization program like the twenty-four (24) hour program providing intensive services to persons eighteen (18) years of age or older. These clients would otherwise be placed in a State hospital or another mental health facility to develop skills to become self-sufficient and increase their levels of independent functioning.

The contracted MHRC(s) focus on mental health rehabilitation, rather than skilled nursing, and will include short-term, rehabilitative, individualized, goal-oriented programs. The length of stay for clients with serious mental health conditions will vary. A newly conserved client may reside in the facility for ninety (90) days, whereas, another client may reside in the facility from eight (8) to eleven (11) months. The target population may include clients who have an active temporary conservatorship; and, recently conserved Fresno County clients (no longer than three (3) years), or clients who are unsuccessful in transitioning from an IMD to a lower level of care.

Specific "Basic Services" are outlined in Title 22, California Code of Regulations, which describes and defines programs that serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired.

It is expected that the Contractor will provide "Basic Services", which include reasonable access to required medical treatment, up-to-date psychopharmacology and transportation to needed off-site services, and bilingual/bicultural programming as appropriate

#### A. GOALS AND OBJECTIVES

1. Offer early restorative interventions;
2. Avoid admissions of clients to acute level facilities who do not meet medical necessity criteria;
3. Decrease the average length of stay and administrative stay days in acute psychiatric facilities by providing a more appropriate treatment program;
4. Avoid extended hospital stays of clients waiting for placement at other sub-acute, long-term or out-of-County facilities;
5. Interrupt the cycle of increased dependence on the utilization of skilled nursing facilities as a placement option;
6. Decrease recidivism; and
7. Provide a safe and healthful living environment.

#### B. LOCATION

The location of the facility should be in relatively close proximity to Fresno County. This will help expedite the integration of these clients back into community living, decrease the travel expense required by court hearing and staff travel, and facilitate involvement by family and friends for client support.

C. TYPES OF SERVICES

The Department of Behavioral Health contracts for a number of MHRC beds. The distribution, types, and total number of beds depend on the facilities available.

1. Basic Services:

A. **Treatment Setting**

- i. A facility that provides reasonable security, supervision, and substantial compliance. Substantial compliance means conformity to regulations to be a licensee to such an extent that client safety, welfare, and quality of care is assured.
- ii. Development of an individual, written client care plan which indicates the care to be given, the objectives to be accomplished, and the professional discipline responsible for each element of care. Objectives shall be measurable and time limited. For further specifics on supervision, refer to Title 22.
- iii. Safeguards for clients' monies and valuables. For specifics, refer to Title 22. 4.
- iv. Activity Programs (Title 9, Title 22, California Code of Regulations, and State DHCS' Policies and Directives):
  - a. An activity program means a program that is staffed and equipped to encourage the participation of each client, to meet the needs and interests of each client, and encourage self-care and resumption of normal activities.
  - b. Clients shall be encouraged to participate in activities planned to meet their individual needs. An activity program shall have a written, planned schedule of social and other purposeful activities. The program shall be designed to make life more meaningful and to stimulate and support physical and mental capabilities to the fullest extent, and enable the client to maintain the highest attainable social, physical, and emotional functioning but not necessarily to correct or remedy a disability.
  - c. The activity program shall consist of individual, small and large group activities that are designed to meet the needs and interests of each client.
- v. The provision for basic living needs includes, but is not limited to food, laundry, and care of resident's personal clothing, and security of personal items.
  - a. The dietetic service shall provide food of the quality and quantity to meet each client's needs in accordance with the physician's orders and meets "the recommended daily dietary allowance" as specified in the most current edition adopted by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences. For specifics, refer to Title 22.
  - b. Laundry and care of residents' personal clothing. Refer to Title 22 for specific information.
  - c. Security of personal items and safeguards for clients' monies and valuables. Refer to Title 22 for specific information.

- vi. Resident Security - It is expected that these residents may be segregated from other residents of the facility to insure security.

**B. Clinical**

- i. Pre-admission screening process.
- ii. Admission policy describing the extent of the facility's right of refusal.
- iii. Review process, if requested, for persons not accepted for admission or discharged as inappropriate for the facility.
- iv. Program designed to modify combative behavior; protect the client; prevent the breakage of property; and, promote personal responsibility for behavior.
- v. Use of restraints and postural supports. For specifics, refer to Title 22.
- vi. Consultation and/or case staffing to be held with appropriate County-assigned mental health professionals, as needed, on a quarterly basis.

**C. Administration**

- i. Administrator will meet with the County's DBH Adult Services Division Manager, or designee, as required to monitor the contract.
- ii. Facility will immediately report all incidents involving Fresno County clients to the contract liaison. Notification will be made to Fresno County in cases of illegality, death, self-injury, absence without leave, property destruction and violence towards others.
- iii. Daily census records will be maintained and sent to the County's DBH Adult Services Division Manager.
- iv. Prepare reports as may be required to fulfill the terms of the agreement.
- v. Occurrences such as epidemic outbreaks, poisoning, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of clients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours, either by telephone at (559) 600-9180, and confirmed in writing, or by fax at (559) 600-7674 to the Director, Department of Behavioral Health. An incident report shall be prepared by the Contractor on each occurrence.
- vi. Every incident report shall be retained on file by the facility for one (1) year. The facility shall furnish such other pertinent information related to such occurrences to the Director, Department of Behavioral Health, 3133 N. Millbrook Avenue, Fresno, California 93703.
- vii. Every fire or explosion that occurs in or on the premises shall be reported within twenty-four (24) hours to the local fire authority or, in areas not having an organized fire service, to the State Fire Marshal. Contractor shall meet all fire safety requirements set by the local Fire Marshal and other requirements cited in the California Health and Safety Code.
- viii. All facilities shall have a placement contact person readily available to respond to requests for placements from the County. This is to prevent placement delays in placing a client at the appropriate level of care.



- ix. No notice is required to move a person to a different level of care or when there is a need to discharge the client because this is dependent on clinical prognosis.
- x. The daily rate for the client will be commensurate with the level of care provided at that facility.
- xi. All services, other than the Basic Services, must be pre-approved prior to placement utilizing Special Services Authorization Form (Exhibit G)
- xii. For the purposes of this Agreement, the term "bed day" includes beds held vacant for patients who are temporarily (not more than seven (7) days) absent from a facility. Contractor will notify County in the event that a client has to be moved to an acute treatment facility and a bed hold needs to be made. County will approve any bed-hold days that may be required on a case-by-case basis.

**2. Special Treatment Program:**

The MHRC(s) will focus on mental health rehabilitation, rather than skilled nursing, and will include short-term, rehabilitative, individualized, goal-oriented special treatment programs. The length of stay for clients with serious mental health conditions will vary.

**3. Enhanced Services:**

Enhanced Services augment the services of Basic and Special Treatment Programs. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The target population is adults with serious and persistent mental health conditions whose behavior requires more intensive programming than is available from Basic Services. It is anticipated that the intensive treatment and staffing provided by enhanced services will prevent State Hospital admissions. The target population may include persons who are often at risk of elopement and occasionally assaultive or self-destructive. They may have complicating medical problems. Additionally, they may require specialized services to insure successful transition to community living.

Clients needing these services may be male or female; have a major psychiatric diagnosis, organic brain syndrome, or major mental disorder; are a LPS conservatee of Fresno County; may be physically impaired; and present a special or unusual behavior management issue.

The major objectives for these services are: to control and modify the client's destructive behavior; provide a safe, secure, and healthful environment; provide adequate supervision; and, prevent or reduce acute psychiatric hospitalization or long-term State hospitalization.

**D. TARGET POPULATION:**

1. Clients who no longer are in need of acute hospital care.
2. Clients who have an active temporary conservatorship.
3. Recently conserved Fresno County clients (no longer than three (3) years).

E. REPORTING/OUTCOMES

Contractor shall be required to submit monthly census reports detailing the number of County clients living in the facility on a daily basis.

Contractor shall provide, at County's request, any required reports to County, which may include performance outcome measurement reports as communicated by the County to Contractor. Outcome measures may include, but are not limited to:

- Successful program completion and transition to lower level of care placement
- Reduced or no inpatient hospitalizations
- Reduced or no incidents of self-injury, injury to others or property damage
- Reduced or no incidents of medical emergency or hospitalization

F. OBJECTIVES/EVALUATION

A strong evaluation component will be required for these services. Contractor will be required to have an evaluation program that will include observable, measurable, time-limited outcome and process objectives. The evaluation program will be submitted in writing to the assigned DBH Mental Health Contracts Analyst for review and approval by the County within sixty (60) days after the Agreement is executed. Process objectives are defined as those describing or delineating the amount, frequency, and kinds of services to be provided. Outcome objectives are those indicators that describe the effect of program activities on client behavior or status.

G. CORPORATIONS

For incorporated businesses, the Contractor shall notify the Department of all facilities that the Department of Behavioral Health might use.

H. INSURANCE

Contractor will provide County with new certificates of insurance if there is any change in coverage.

I. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and agree to use and disclose protected health information as required by law.

J. County reserves the right to revise and/or update the Scope the Work as needed, within the regulations of applicable CCR, CFR, and/or WIC codes.

**DESCRIPTION OF SERVICES & RATES (FY 2021-22)**  
**7<sup>th</sup> AVENUE CENTER, LLC**

Contractor agrees to provide County with Mental Health Rehabilitation Center (MHRC) services for adults with mental health conditions 18 to 64, pursuant to California's Welfare and Institutions Code, section 5900 *et seq.*, Title 22 of the California Code of Regulations, the California Department of Health Care Services' Policies and Directives, Title 9, California Code of Regulations, Division 1, Sub-Chapter 3.5, and other applicable statutes and regulations. Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Services Licensing and Certification Division.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for clients who are temporarily (not more than seven (7) days) absent from a facility. A bed-hold day cannot be in place when the client is in a psychiatric health facility (PHF) or any acute hospital for psychiatric reasons. A bed hold can only be placed for non-psychiatric reasons, e.g., medical hospitalization.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

**I. BASIC DAILY RATE SERVICES**

Basic Daily Rate services consist of usual and customary MHRC services to adults with mental health conditions. Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

**II. ENHANCED SERVICES**

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual client on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the client is provided any services more intensive than the Basic Services. Approval for such services may be sought using the Special Services Authorization Form (Exhibit G).

The need for continuing Enhanced Services will be re-assessed on a weekly to monthly basis throughout the individual's stay.

**III. REQUIREMENTS**

Contractor shall provide available beds needed for authorized County clients during the term of the Agreement. The County does not guarantee any minimum number of beds.

IV. RATES\*

Program Services		Rate
Basic Daily Rate	261.98	\$ per client per day
Bed Hold Rate	253.63	\$ per bed per day
Enhanced Services Rate	300-400	\$ to \$ per bed per day
1:1 Supervision	400	\$ per day

Other Services	Rate
Physician/Psychiatric Services <sup>^</sup>	\$ per visit

\* All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form (Exhibit G).

<sup>^</sup> Psychiatric services (provided to clients placed by County at Contractor's facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly services invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in the monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Should a client require 1:1 Supervision longer than 24 hours while awaiting return to his/her home county, there will be an additional charge of ~~\$200.00~~ per day for a period not to exceed five (5) days.

\$400.00



Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a client residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible clients in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal clients or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

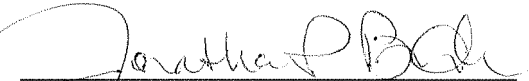
**CONTRACTOR:**

**7<sup>th</sup> AVENUE CENTER, LLC**

By 

Print Name: Ann M Butler

Title: CEO and Owner  
Chairman of the Board, or  
President, or any Vice President or  
Director of Operations

By 

Print Name: JP Butler

Title: Secretary  
Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer/Facility  
Administrator

**Mailing Address:**

2115 7<sup>th</sup> Avenue  
Santa Cruz, CA 95062  
Phone: (831) 420-0120, Ext. 109  
Email: NDattile@frontst.com  
Contact: Natalie D'Attile, Accounting Manager

Fund: 0001/10000

Organization: 56302175

Account/Program: 7295/0

**DESCRIPTION OF SERVICES & RATES (FY 2021-22)**  
**CF MERCED BEHAVIORAL, LLC, d.b.a. MERCED BEHAVIORAL CENTER**

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adults between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for clients who are temporarily (not more than seven (7) days) absent from a facility. A bed-hold day cannot be in place when the client is in a psychiatric health facility (PHF) or any acute hospital for psychiatric reasons. A bed hold can only be placed for non-psychiatric reasons, e.g., medical hospitalization.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

**I. BASIC DAILY RATE SERVICES:**

Basic Daily Rate services consist of usual and customary SNF/IMD services to adults with mental health conditions, plus those services that are included in Special Treatment programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

**SPECIAL TREATMENT PROGRAMS:**

Special Treatment Programs (STP) serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These clients require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and/or pre-release planning.

**II. ENHANCED SERVICES:**

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated for an individual client on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form (Exhibit G). The County's DBH Director, or designee, must approve these rates before the client is placed or initiation of any enhanced services takes place.

**III. REQUIREMENTS:**

Contractor shall provide up to thirty-five (35) beds per day for authorized County clients during each term of the Agreement. In addition, Contractor shall provide additional beds as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

**IV. RATES:**

<b>Program Services</b>	<b>Rate</b>
Basic Daily Rate	\$ 212.11
Bed Hold Rate	\$ 203.47
Enhanced Services Rate*	Negotiable with Pre-Authorization

\*All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form (Exhibit G).


Rates are inclusive of psychiatric services.


Rate is set at the State Medi-Cal rate and will be adjusted if the Medi-Cal rate changes. In the event a client is placed who does not have Medi-Cal and is under age 65, County will pay both the "with Medi-Cal" rate and the "without Medi-Cal" rate above to cover room and board charges.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a client residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible clients in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal clients or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

**CONTRACTOR:**

**CF MERCED BEHAVIORAL CENTER, LLC,  
d.b.a. MERCED BEHAVIORAL CENTER**

By   
Print Name: Barbara Dunlap  
Title: Dir of Operations  
Chairman of the Board, or  
President, or any Vice President or  
Director of Operations

By   
Print Name: Barbara Dunlap  
Title: Acting Administrator  
Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer/Facility  
Administrator

**Mailing Address:**

1255 "B" Street  
Merced, CA 95341  
Phone: (209) 723-8814  
Fax: (209) 384-3747  
Email: Jeri.Allgood@mercedbehavioralhcc.com  
Contact: Jeri Allgood, Administrator

Fund: 0001/10000  
Organization: 56302175  
Account/Program: 7295/0



**DESCRIPTION OF SERVICES & RATES (FY 2021-22)  
CRESTWOOD BEHAVIORAL HEALTH, INC.**

Contractor has many facilities throughout the State of California providing all services listed in Exhibit B and agrees to provide County with the agreed upon services for adults with mental health conditions, pursuant to Welfare and Institutions Code, Section 5900 et seq., Title 22 of the California Code of Regulations, the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations at the following types of facilities: Skilled Nursing Facility (SNF), Institutions of Mental Disease (IMD), Geropsychiatric Nursing Care Facilities (GNCF), and Mental Health Rehabilitation Center (MHRC).

For the purposes of this Agreement, the term "bed day" includes beds held vacant for clients who are temporarily (not more than seven (7) days) absent from a facility. A bed-hold day cannot be in place when the client is in a psychiatric health facility (PHF) or any acute hospital for psychiatric reasons. A bed hold can only be placed for non-psychiatric reasons, e.g., medical hospitalization.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

**I. BASIC DAILY RATE SERVICES:**

Basic Daily Rate services are listed by facility listed in Exhibit C-3 pages 4 through 7. Services provided are itemized within the "Scope of Work" (Exhibit B).

**SPECIAL TREATMENT PROGRAMS**

Special Treatment Programs (STP) serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These clients require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and pre-release planning.

**II. ENHANCED SERVICES:**

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated for an individual client on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form (Exhibit G). The County's DBH Director, or designee, must approve these rates before the client is placed or initiation of any enhanced services takes place.

**III. REQUIREMENTS:**

Contractor shall provide available beds needed for authorized County clients during each term of this Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

**IV. RATES:**

Contractor's rates are identified in pages 4-7 of this Exhibit C-3.

All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form (Exhibit G). Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a client residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible clients in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal clients or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

**CONTRACTOR:**

**CRESTWOOD BEHAVIORIAL HEALTH, INC.**

By 

Print Name: Elena Mashkevich

Title: Director of County Contracts  
Chairman of the Board, or  
President, or any Vice President or  
Director of Operations

By 

Print Name: Maria Stefanou

Title: Chief Financial Officer  
Secretary (of Corporation), or any  
Assistant Secretary, or Chief Financial  
Officer, or  
any Assistant Treasurer/Facility  
Administrator

**Mailing Address:**

520 Capitol Mall, Suite 800 Sacramento,  
CA 95814 Phone: (916) 471-2245  
Fax: (916) 471-2212  
Email: elena.mashkevich@cbhi.net  
Contact: Elena Mashkevich, Director of  
County Contracts

Fund: 0001/10000  
Organization: 56302175  
Account/Program: 7295/0

CRESTWOOD BEHAVIORAL HEALTH, INC.

7/1/2021

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF/STP - IMD Designation	Room and Board/ Per Diem	Patch / Enhancement	Description
Crestwood Wellness and Recovery Ctr Redding SNF/STP (IMD) - 1122 NPI - 1194743088	\$ 235.16	\$ 25.00	per Client per unit of service for geriatric Clients
		\$ 46.00	per Client per unit of service for Clients who are under the age of sixty-five (65)
		\$ 61.00	per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services; Intensive Day Treatment Program is an additional service for Seriously Mentally Ill clients who have a concurrent medical problems that require additional services including specialized medical treatment for specified medical conditions, more intense supervision and specialized treatment plans. Clients, who may be impaired, have some concurrent medical problems, may be chronic and require routine and frequent interventions, intensive programing and supervision and support.
		\$ 117.00	per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive enhance "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title22 SNF/STP service. Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients have a serious concurrent medical problems and require a high-level of nursing interventions, so enhanced nursing coverage 24/7 should be provided.
		Negotiated	a rate that Crestwood and the County have agreed and will be charged for service under the Rate Schedule of the Contract/Agreement

SNF/STP	Room and Board/ Per Diem	Patch / Enhancement	Description
Crestwood Manor - Stockton San Joaquin SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	\$ 25.00	Per Client per unit of service for geriatric clients.
		\$ 36.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
		\$ 38.00	Per Client per unit of service for Clients who need special medical attention. ". The additional services include enhanced staffing for increased supervision and structure for higher level medical complexity
		\$ 61.00	Per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services which are over-and-above Contractor's Basic Title 22 SNF/STP services. Intensive Day Treatment Program is an additional service for Seriously Mentally Ill clients who have a concurrent medical problems that require additional services including specialized medical treatment for specified medical conditions, more intense supervision and specialized treatment plans. Clients, who may be impaired, have some concurrent medical problems, may be chronic and require routine and frequent interventions, intensive programing and supervision and support.
		\$ 88.00	Per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive enhanced "Patch" Intensive Treatment Program (ITP) services which are over-and-above Contractor's Basic Title 22 SNF/STP services. Clients, who are significantly impaired, have a concurrent medical problems, more chronic and require routine and frequent interventions, intensive programing and supervision and support.
		\$ 117.00	Per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive enhanced "Patch" Intensive Treatment Program (ITP) services which are over-and-above Contractor's Basic Title 22 SNF/STP services. Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients have a serious concurrent medical problems and require a high-level of nursing interventions, so enhanced nursing coverage 24/7 should be provided
		Negotiated	a rate that Crestwood and the County have agreed and will be charged for service under the Rate Schedule of the

Crestwood Manor - Modesto  
Stanislaus SNF/STP - 1112  
NPI - 1508884487

Medi-Cal Published Rate  
\*\*Indigent/Medi-Cal Ineligible

\$	25.00	Per Client per unit of service for geriatric clients.
\$	41.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
\$	61.00	Per client per unit of service for clients who are enrolled in and who receive the "Patch" Intensive Treatment Program (ITP) services, which are over-and above Contractor's Basic Title 22 SNF/STP services. Intensive Day Treatment Program is an additional service for Seriously Mentally Ill clients who have a concurrent medical problems that require additional services including specialized medical treatment for specified medical conditions, more intense supervision and specialized treatment plans. Clients, who may be impaired, have some concurrent medical problems, may be chronic and require routine and frequent interventions, intensive programing and supervision and support.
\$	88.00	Per Client per unit of service for Clients who are enrolled in and who receive enhance "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services. Clients, who are significantly impaired, have a concurrent medical problems, more chronic and require routine and frequent interventions, intensive programing and supervision and support.
\$	117.00	Per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive enhanced "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services. Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients have a serious concurrent medical problems and require a high-level of nursing interventions, so enhanced nursing coverage 24/7 should be provided
Negotiated		a rate that Crestwood and County have agreed will be charged for service under a Rate Schedule contained in this Contract/Agreement.

Crestwood Manor - Fremont  
Alameda SNF/STP - 1134  
NPI - 1902828403

Medi-Cal Published Rate  
\*\*Indigent/Medi-Cal Ineligible

\$	25.00	Per Client per unit of service for geriatric clients.
\$	33.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
\$	61.00	Per client per unit of service for clients who are enrolled in and who receive the "Patch" Intensive Treatment Program (ITP) services, which are over-and above Contractor's Basic Title 22 SNF/STP services. Intensive Day Treatment Program is an additional service for Seriously Mentally Ill clients who have a concurrent medical problems that require additional services including specialized medical treatment for specified medical conditions, more intense supervision and specialized treatment plans. Clients, who may be impaired, have some concurrent medical problems, may be chronic and require routine and frequent interventions, intensive programing and supervision and support.
\$	96.00	Per Client per unit of service for Clients who are enrolled in and who receive enhance "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services. Clients, who are significantly impaired, have a concurrent medical problems, more chronic and require routine and frequent interventions, intensive programing and supervision and support.
\$	140.00	Per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive enhanced "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services. Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients have a serious concurrent medical problems and require a high-level of nursing interventions, so enhanced nursing coverage 24/7 should be provided
Negotiated		a rate that Crestwood and the County have agreed and will be charged for service under the Rate Schedule of the Contract/Agreement.
		a rate that Crestwood and the County have agreed and will be charged for service under the Rate Schedule of the Contract/Agreement.

**SNF**

Crestwood Treatment Center - Fremont  
Alameda SNF - 1120  
NPI - 1942228838

Medi-Cal Published Rate  
\*\*Indigent/Medi-Cal Ineligible

	\$ 140.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
Negotiated		a rate that Crestwood and the County have agreed and will be charged for service under the Rate Schedule of the Contract/Agreement

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

**7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers (MHRC)	Room and Board/ Per Diem		Description
Crestwood Center - Sacramento Sacramento MHRC - 1106 NPI - 1356411656	Level 1	\$ 370.00	Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients may require a high-level of nursing interventions (non-skilled) so enhanced nursing coverage 24/7 should be provided (exceeds the regulations).
	Level 2	\$ 337.00	Clients, who are significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.
	Level 3	\$ 306.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
Crestwood Behavioral Health Ctr – San Jose Santa Clara MHRC - 1107 NPI - 1376623256	Level 1	\$ 404.00	Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients may require a high-level of nursing interventions (non-skilled) so enhanced nursing coverage 24/7 should be provided (exceeds the regulations).
	Level 2	\$ 324.00	Clients, who are significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.
	Level 3	\$ 315.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
Crestwood Behavioral Health Ctr - Eureka Humboldt MHRC - 1110 NPI - 1124046008		\$ 318.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
Crestwood Behavioral Health Ctr - Bakersfield Kern MHRC - 1115 NPI - 1275610800	Level 1 (1:1)	\$ 696.00	Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients may require a high-level of nursing interventions (non-skilled) so enhanced nursing coverage 24/7 should be provided (exceeds the regulations).
	Level 2	\$ 370.00	Clients, who are significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.
	Level 3	\$ 337.00	Clients with greater stabilization, who are moderate-level of need, require regular behavior intervention, psychoeducation and community living skills development
	Level 4	\$ 304.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).

Crestwood Center at Angwin, Napa Valley  
Napa MHRC - 1116  
NPI - 1316024953

Level 1	\$ 362.00	Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients may require a high-level of nursing interventions (non-skilled) so enhanced nursing coverage 24/7 should be provided (exceeds the regulations).
Level 2	\$ 288.00	Clients, who are significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.
Level 3	\$ 235.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).

Kingsburg Healing Center  
Fresno MHRC - 1140  
NPI - 1073989661

Level 1	\$ 475.00	Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients may require a high-level of nursing interventions (non-skilled) so enhanced nursing coverage 24/7 should be provided (exceeds the regulations).
Level 2	\$ 416.00	Clients, who are significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.
Level 3	\$ 357.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
Bedhold	\$ 297.00	

Crestwood Recovery and Rehab Ctr-- Vallejo  
Solano MHRC - 1141  
NPI - 1508935834

Level 1	\$ 372.00	Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients may require a high-level of nursing interventions (non-skilled) so enhanced nursing coverage 24/7 should be provided (exceeds the regulations).
Level 2	\$ 316.00	Clients, who are significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.
Level 3	\$ 280.00	Clients with greater stabilization, who are moderate-level of need, require regular behavior intervention, psychoeducation and community living skills development
Level 4	\$ 263.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).

Crestwood San Diego  
San Diego MHRC - 1154  
NPI - 1295146934

Level 1	\$ 454.00	Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients may require a high-level of nursing interventions (non-skilled) so enhanced nursing coverage 24/7 should be provided (exceeds the regulations).
Level 2	\$ 389.00	Clients, who are significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.
Level 3	\$ 323.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
Bedhold	\$ 314.65	

Crestwood Chula Vista  
San Diego MHRC - 1164  
NPI - 1023495181

Level 1	\$ 454.00	Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients may require a high-level of nursing interventions (non-skilled) so enhanced nursing coverage 24/7 should be provided (exceeds the regulations).
Level 2	\$ 389.00	Clients, who are significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.
Level 3	\$ 323.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
Bedhold	\$ 314.65	

San Francisco Healing Center  
San Francisco MHRC - 1166  
NPI - 1447758024

SF Blended Rate \$ 495.00  
Bedhold \$ 486.65

Fallbrook Healing Center  
San Diego MHRC - 1167  
NPI - 1639738297

Level 1	\$ 464.00	Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients may require a high-level of nursing interventions (non-skilled) so enhanced nursing coverage 24/7 should be provided (exceeds the regulations).
Level 2	\$ 397.00	Clients, who are significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.
Level 3	\$ 331.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).
Bedhold	\$ 317.00	

Champion Healing Center - Lompoc  
Santa Barbara MHRC - 1170  
NPI - XXXXXXXXXX

Level 1	\$ 530.00	Clients, who are subacute with behaviors that may require additional supervision and high level of behavioral interventions. These clients may require a high-level of nursing interventions (non-skilled) so enhanced nursing coverage 24/7 should be provided (exceeds the regulations).
Level 2	\$ 440.00	Clients, who are significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.
Level 3	\$ 362.00	The Augmented Supportive Services base patch rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF, SNF-STP and MHRC services being provided to seriously mentally disabled adults in Contractor's facility(ies).

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

**7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities (PHF)	Room and Board/ Per Diem
Crestwood PHF - Carmichael American River, Sacramento - 1153 NPI - 1972827343	\$ 900.00
Crestwood Center PHF - Sacramento Sacramento - 1156 NPI - 1669734075	\$ 900.00
Crestwood PHF – San Jose Santa Clara - 1157 NPI - 1598065047	\$ 1,082.00
Crestwood Bakersfield PHF Kern – 1158 NPI - 1194034645	\$ 975.00
Crestwood Solano PHF – Vallejo Solano PHF - 1159 NPI - 1780009142	\$ 998.00
Crestwood Sonoma PHF Sonoma PHF - XXXX NPI - XXXXXXXXXX	\$ 1,000.00



**DESCRIPTION OF SERVICES & RATES (FY 2021-22)**  
**VISTA PACIFICA ENTERPRISES, INC.,**  
**d.b.a. VISTA PACIFICA CENTER**

Contractor agrees to provide County with Skilled Nursing Facility (SNF)/Institutions for Mental Disease (IMD) services for mentally disabled adult persons ages 18 or older, pursuant to California's Welfare and Institutions Code, Division 5, commencing with section 5000, Title 22 of the California Code of Regulations, sections 72001, et seq.; the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for clients who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD bed-hold for psychiatric reasons beyond one (1) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay for the first bed-hold day and approval may be provided by the County for an additional two (2) bed-hold days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond three (3) days is necessary. The Contractor will notify the County immediately if client has a relapse and Contractor has knowledge that the client will require long-term treatment at an acute facility lasting seven (7) days or more. A bed-hold day cannot be in place when the client is in a psychiatric health facility (PHF) or any acute hospital for psychiatric reasons. A bed hold can only be placed for non-psychiatric reasons, e.g., medical hospitalization.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following

**I. BASIC DAILY RATE SERVICES**

Basic Daily Rate services consist of usual and customary SNF/IMD services to adults with mental health conditions, plus those services that are included in Special Treatment Programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

**SPECIAL TREATMENT PROGRAMS**

Special Treatment Programs (STP) serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These clients require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and/or pre-release planning.

**II. ENHANCED SERVICES**

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated on an individual client need basis between County's DBH Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form (Exhibit G). The County's DBH Director, or designee, must approve these rates before the client is placed or initiation of any enhanced services takes place.

**III. REQUIREMENTS**

Contractor shall provide up to thirty-five (35) beds per day for authorized County clients during each term of the Agreement. In addition, Contractor shall provide additional beds as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

**IV. RATES\***

Program Services	Rate
Facility Rate - Daily	\$ 219.33
Room Reserve Rate	\$ 219.33
BED HOLD (Leave of absence)	\$ 210.98
Private Rate	\$ 225.00
<b>Augmented Services Rates</b>	
Level A (per diem rate in addition to daily rate)	\$ 70.00
Level B (per diem rate in addition to daily rate)	\$ 140.00
Level C (per diem rate in addition to daily rate)	\$ 180.00
Level D (per diem rate in addition to daily rate)	\$ 160.00
Physician Services <sup>^</sup>	\$ 100.00


\*All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form (Exhibit G).


<sup>^</sup>Psychiatric services (provided to clients placed by County at Contractor's facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a client residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible clients in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal clients or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

CONTRACTOR:

VISTA PACIFICA ENTERPRISES, INC.,  
d.b.a. VISTA PACIFICA CENTER

By   
Print Name: Cheryl Jumonville  
Title: President  
Chairman of the Board, or  
President, or any Vice President or  
Director of Operations

By   
Print Name: Cheryl Jumonville  
Title: Secretary  
Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer/Facility  
Administrator

**Mailing Address:**

3674 Pacifica Avenue  
Jurupa Valley, CA 92509  
Phone: (951) 682-4833, Ext. 106  
Fax: (951) 682-1503  
Email: [cjumonville@vistapacificaent.com](mailto:cjumonville@vistapacificaent.com)  
Contact: Cheryl Jumonville, President

Fund: 0001/10000  
Organization: 56302175  
Account/Program: 7295/0

**DESCRIPTION OF SERVICES & RATES (FY 2021-22)**  
**VISTA PACIFICA ENTERPRISES, INC., d.b.a. VISTA PACIFICA CONVALESCENT**

Contractor agrees to provide County with Skilled Nursing Facility (SNF) pursuant to California's Welfare and Institutions Code, Division 5, commencing with section 5000, Title 22 of the California Code of Regulations, sections 72001, et seq.; the California Department of Health Care Services' Policies and Directives, and other applicable statutes and regulations.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for clients who are temporarily [not more than seven (7) days] absent from a facility. An emergency bed-hold for psychiatric reasons beyond one (1) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay for the first bed-hold day and approval may be provided by the County for an additional two (2) bed-hold days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond three (3) days is necessary. The Contractor will notify the County immediately if client has a relapse and Contractor has knowledge that the client will require long-term treatment at an acute facility lasting seven (7) days or more. A bed-hold day cannot be in place when the client is in a psychiatric health facility (PHF) or any acute hospital for psychiatric reasons. A bed hold can only be placed for non-psychiatric reasons, e.g., medical hospitalization.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

**I. BASIC DAILY RATE SERVICES:**

Basic Daily Rate services consist of usual and customary SNF services to adults with medical and mental health conditions.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

**II. ENHANCED SERVICES:**

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated on an individual client need basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor for Enhanced and Behavioral Services by using the Special Services Authorization Form (Exhibit G).

**III. REQUIREMENTS:**

Contractor may provide up to forty-nine (49) beds per day for authorized County clients during each term of the Agreement, as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

IV. RATES\*

<b>Program Services</b>	<b>Rate</b>
Basic Daily Bed	\$ 259.06 per client per day

<b>Enhanced Services (Negotiable &amp; with Pre-Authorization)</b>	<b>Rate</b>
Patch Level A (augmented behavioral problems) + daily rate	\$70.00 per client per day
Patch Level B (augmented behavioral problems) + daily rate	\$140.00 per client per day
Patch Level C (augmented behavioral problems) + daily rate	\$180.00 per client per day
Bed Hold Rate	\$250.06 per client per day

<b>Other Services</b>	<b>Rate Range</b>
Physician/Psychiatric Services <sup>^</sup>	\$100.00 per visit

\*All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form (Exhibit G).

<sup>^</sup>Psychiatric services (provided to clients placed by County at Contractor's facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but are not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a client residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible clients in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal clients or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

CONTRACTOR:

VISTA PACIFICA ENT., INC., d.b.a.  
VISTA PACIFICA CONVALESCENT

By



Print Name

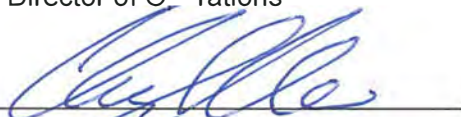
Cheryl Jumonville

Title:

President

Chairman of the Board, or  
President, or any Vice President or  
Director of Operations

By



Print Name

Cheryl Jumonville

Title:

Secretary

Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer/Facility  
Administrator

**Mailing Address:**

3662 Pacifica Avenue  
Jurupa Valley, CA 92509  
Phone: (951) 682-4833, Ext. 106  
Fax: (951) 682-1503  
Email: [cjumonville@vistapacificaent.com](mailto:cjumonville@vistapacificaent.com)  
Contact: Cheryl Jumonville, President

Fund: 0001/10000  
Organization: 56302175  
Account/Program: 7295/0

**DESCRIPTION OF SERVICES & RATES (FY 2021-22)**  
**HELIOS HEALTHCARE, LLC, d.b.a IDYLWOOD CARE CENTER**

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adults between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the California Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for clients who are temporarily (not more than seven (7) days) absent from a facility. A bed-hold day cannot be in place when the client is in a psychiatric health facility (PHF) or any acute hospital for psychiatric reasons. A bed hold can only be placed for non-psychiatric reasons, e.g., medical hospitalization.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

**I. ENHANCED SERVICES:**

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual client on an as-needed basis between County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the client is provided any services by using the Special Services Authorization Form (Exhibit G).

**II. REQUIREMENTS:**

Contractor shall provide available beds needed for authorized County clients during each term of the Agreement. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

**III. RATES:**

The following are the rates per client per day:

<b>Program Services</b>	<b>Rate</b>
Enhanced Services Rate – Tier 1*	\$117.00 per day
Enhanced Services Rate – Tier 2*	\$140.00 per day
Enhanced Services Rate – Tier 3*	\$170.00 per day
Conversion (requires private room)	\$0.00 per day

\*All rates other than Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than Basic Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form (Exhibit G).

The identified rates include room and board, nursing care, special treatment program services, activity program, over-the-counter medications, diet, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a client residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible clients in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal clients or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.



**CONTRACTOR:**

**HELIOS HEALTHCARE, LLC, d.b.a  
IDYLWOOD CARE CENTER**

By 

Print Name: Elena Mashkevich

Title: Director of County Contracts  
Chairman of the Board, or  
President, or any Vice President or  
Director of Operations

By 

Print Name: Maria Stefanou

Title: Chief Financial Officer  
Secretary (of Corporation), or any  
Assistant Secretary, or Chief  
Financial Officer, or  
any Assistant Treasurer/Facility  
Administrator

**Mailing Address:**

520 Capitol Mall, Suite 800  
Sacramento, CA 95814 Phone:  
(916) 471-2240 Email:  
elena.mashkevich@cbhi.net Contact:  
Elena Mashkevich, Director of County  
Contracts

Fund: 0001/10000  
Organization: 56302175  
Account/Program: 7295/0

**DESCRIPTION OF SERVICES & RATES (FY 2021-22)**  
**KF COMMUNITY CARE, LLC., d.b.a. COMMUNITY CARE CENTER**

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adults between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for clients who are temporarily (not more than seven (7) days) absent from a facility. A bed-hold day cannot be in place when the client is in a psychiatric health facility (PHF) or any acute hospital for psychiatric reasons. A bed hold can only be placed for non-psychiatric reasons, e.g., medical hospitalization.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

**I. BASIC DAILY RATE SERVICES**

Basic Daily Rate services consist of usual and customary SNF/IMD services to adults with mental health conditions, plus those services that are included in Special Treatment Programs (STP) as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

**II. ENHANCED SERVICES**

Enhanced Services consist of specialized program services which augment basic services. Enhanced Services are designed to serve clients who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

The Enhanced Services bed rate or any other charges in addition to the Enhanced Services bed rate may be negotiated for an individual client on an as-needed basis between County's Department of Behavioral Health (DBH) Director, or designee, and Contractor. The County's DBH Director, or designee, must approve these rates before the client is provided any services more intensive than the Basic Services. Approval for such services may be sought using the Special Services Authorization Form (Exhibit H).

**III. SUB-ACUTE TREATMENT SERVICES**

Sub-acute SNF includes services that are non-acute 24-hour voluntary or involuntary care that is required for the provision of mental health services to adults with mental health conditions who are not in need of acute mental health care, but who require general mental health evaluation, diagnostic assessment, treatment, nursing and/or related services, on a 24-hour per day basis in order to achieve stabilization and/or an optimal level of functioning. Such clients are those who, if in the community, would require the services of a licensed health facility providing 24-hour sub-acute mental health care. Such facilities include, but are not limited to, Skilled Nursing Facilities with special treatment programs. Sub-acute has the same meaning as non-acute as defined in this section.

**IV. REQUIREMENTS**

Contractor shall provide available beds needed for authorized County clients during the term of the Agreement. The County does not guarantee any minimum number of beds.

**V. RATES\***

<b>Program Services</b>	<b>Rate</b>
Basic Daily Rate (Bungalow)	<del>\$378.77</del> per client per day
1:1 Supervision (Bungalow)	<del>\$16.04</del> per hour per client
Basic Daily Rate (IMD)	<del>\$279.45</del> per client per day
Enhanced Services (IMD)	<del>\$460.57</del> per client per day
<b>Other Services</b>	<b>Rate (Range) / Unit</b>
Physician/Psychiatric Services **	\$ <del>80</del> - \$ 160 per visit

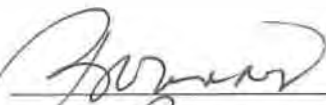
\*All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form (Exhibit G).


\*\*Physician/Psychiatric services (provided to clients placed by County at Contractor's facilities who are not covered by Medi-Cal, private insurance or personal/other funds) shall be billed through the Contractor via the monthly service invoice. Psychiatric services billed by the service provider on Health Insurance Claim Forms (HICF 1500) or other forms directly to County will be rerouted to Contractor for inclusion in monthly invoice. Contractor shall attach supporting documentation verifying services provided on all psychiatric invoices submitted. Supporting documentation should include, but is not limited to, date and location of service, service provided, service duration, name of provider.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a client residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible clients in advance of services being provided, where possible. Ancillary charges for non-Medi-Cal clients or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.

**CONTRACTOR**

**KF COMMUNITY CARE, LLC.,  
d.b.a. COMMUNITY CARE CENTER**

By:   
Print Name: Barbara O'Connor  
Title: Dir. of Operations  
Chairman of the Board, or  
President, or any Vice President or  
Director of Operations

By:   
Print Name: Barbara O'Connor  
Title: Administrator  
Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer/Facility  
Administrator

**Mailing Address:**  
2335 S. Mountain Avenue  
Duarte, CA 91010  
Phone: (626) 357-3207, Ext. 225  
Fax: (626) 303-1116  
Email: boconnor@chms.us  
Contact: Barbara O'Connor, Administrator

Fund: 0001/10000  
Organization: 56302175  
Account/Program: 7295/0

**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

YES NO

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

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

**CERTIFICATION**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(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).

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



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

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

**SPECIAL SERVICES AUTHORIZATION FORM (Exhibit G)**

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

Whereas the Fresno County Client:

Name: \_\_\_\_\_

Has exhibited the following behaviors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fresno County hereby authorizes:

Facility: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

To provide the following special services on behalf of this client:

Service: \_\_\_\_\_

Daily Duration: \_\_\_\_\_

For the period of time (please fill by month):

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

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

The treatment strategy upon completion of these services will be: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of these services, Fresno County agrees to pay this Facility the additional amount of:

\$ \_\_\_\_\_ Per: \_\_\_\_\_

This agreement is authorized by:

\_\_\_\_\_  
Division Manager (Print Name): Signature Date

\_\_\_\_\_  
Supervisor (Print Name): Signature Date

This Facility agrees to provide these special services and to abide by the terms of this agreement.

\_\_\_\_\_  
Authorized Person (Print Name): Signature Date