

AGREEMENT

THIS AGREEMENT is made and entered into this 24 th day of February, 2015, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and Central California Faculty Medical Group (CCFMG), a California Professional corporation, whose address is 2625 East Divisadero Street, Fresno, CA, 93721, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), has a need for licensed psychiatrists in order to provide psychiatric services to clients, as well as additional services required by COUNTY as stated herein; and

WHEREAS, CONTRACTOR is qualified and willing to provide licensed psychiatrists needed by the COUNTY according to the terms and conditions of this Agreement.

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

1. SERVICES

A. Prior to providing psychiatrists, CONTRACTOR is required to present credentials, screen the psychiatrists, provide complete background checks, curriculum vitae, and licensure of psychiatrists. CONTRACTOR agrees to provide qualified psychiatrists licensed to practice in the State of California who are not debarred, excluded or suspended by any local, State, or Federal regulatory agency from practicing and is acceptable to COUNTY's Director, Department of Behavioral Health (DBH) or designee.

B. When requested by COUNTY's DBH Director, or designee, CONTRACTOR shall provide credentialed psychiatrists who shall perform psychiatric services. Services shall include psychiatric assessments and consultation, medications monitoring, crisis interventions, participation in multi-disciplinary teams, forensic evaluations, group therapy, and other related services as needed.

C. Dates and times of services provided by CONTRACTOR's psychiatrists shall be mutually agreed upon by both COUNTY's DBH Director, or designee, and CONTRACTOR.

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1 1. It is acknowledged that CONTRACTOR providing services under this
2 Agreement shall be assigned a "Schedule of Services", as provided in Exhibit A, attached hereto, and
3 incorporated herein by reference. Said Schedule of Services shall indicate the CONTRACTOR,
4 specify days and times of coverage authorized each week, the authorized period provided by
5 COUNTY'S DBH, and will indicate a weekly total of hours authorized by the COUNTY. Said
6 Schedule of Services shall be mutually accepted by the CONTRACTOR and COUNTY's DBH
7 Director, or designee prior to the commencement of services by CONTRACTOR.

8 2. COUNTY's DBH and CONTRACTOR acknowledge that the Schedule of
9 Services may be subject to adjustment based on staffing changes experienced by the COUNTY's
10 DBH. Any such adjustments shall be communicated to CONTRACTOR in a mutually acceptable
11 manner with said adjustments requiring thirty (30) days advanced written notice to CONTRACTOR
12 prior to any mutually agreed upon adjustment. Any adjustments to the Schedule of Services that are
13 mutually accepted by the parties shall be in writing and will require an updated Schedule of Services
14 to be executed between the CONTRACTOR and COUNTY's DBH Director, or designee .

15 D. CONTRACTOR agrees to provide and pay for the following:

16 1. Compensation to the psychiatrists directly.

17 2. Verification of psychiatrists' licensure and credentialing, as necessary.

18 E. CONTRACTOR approves COUNTY to retain income generated by services
19 provided by CONTRACTOR's psychiatrists pursuant to this Agreement. COUNTY will bill Medi-
20 Cal, any third-party source, for services provided by CONTRACTOR's psychiatrists to DBH clients.
21 Such revenues through patient services billing shall be retained by the COUNTY.

22 **2. OBLIGATION OF THE COUNTY**

23 A. COUNTY shall provide reasonable office space, including computers and
24 telephones to CONTRACTOR's psychiatrists to enable the doctors to provide psychiatric services.

25 B. COUNTY shall provide clerical staff to schedule appointments for the
26 psychiatrists.

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1 C. COUNTY is only obligated to make payment to CONTRACTOR when their
2 referred psychiatrist actually works at any designated DBH facility or program site requested by the
3 DBH at the agreed upon rates set forth in Section Five (5) of this Agreement.

4 D. COUNTY will bill Medi-Cal, or other third-party source, for services provided by
5 the psychiatrists to DBH clients.

6 E. Date and times of services provided by CONTRACTOR 's psychiatrists shall be
7 mutually agreed upon by both COUNTY's DBH Director, or designee, and CONTRACTOR.

8 **3. TERM**

9 This Agreement shall become effective on the 7th day of February, 2015 and shall
10 terminate on the 6th day of February, 2018.

11 Effective February 7th, 2018, this Agreement, subject to satisfactory outcomes
12 performance and subject to available funding each year, shall be extended for two (2) additional
13 twelve (12) month periods upon the same terms and conditions herein set forth, unless written notice
14 of non-renewal is given by COUNTY or CONTRACTOR or COUNTY's DBH Director or designee,
15 not later than thirty (30) days prior to the close of the current Agreement term.

16 **4. TERMINATION**

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

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

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

27 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any
28 breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither

1 shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach
2 or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
3 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
4 COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
5 shall promptly refund any such funds upon demand.

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

9 **5. COMPENSATION**

10 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
11 compensation in accordance with the hourly rates set forth in Section One (1). For the period of
12 February 7, 2015 through February 6, 2016, COUNTY agrees to pay CONTRACTOR and
13 CONTRACTOR agrees to receive compensation at a rate of One Hundred Forty-Eight and 03/100
14 Dollars (\$148.03) per hour of service provided by the CONTRACTOR's psychiatrists. In no event
15 shall the annual contract maximum exceed Six Hundred Fifteen Thousand Eight Hundred Sixteen and
16 00/100 Dollars (\$615,816.00) for the period of February 7, 2015 through February 6, 2016. For the
17 period of February 7, 2016 through February 6, 2017, COUNTY agrees to pay CONTRACTOR and
18 CONTRACTOR agrees to receive compensation at a rate of One Hundred Fifty and 99/100 Dollars
19 (\$150.99) per hour of service provided by the CONTRACTOR's psychiatrists. In no event shall the
20 annual contract maximum exceed Six Hundred Twenty-Eight Thousand One Hundred Thirty-Two and
21 00/100 Dollars (\$628,132.00) for the period of February 7, 2016 through February 6, 2017. For the
22 period of February 7, 2017 through February 6, 2018, COUNTY agrees to pay CONTRACTOR and
23 CONTRACTOR agrees to receive compensation at a rate of One Hundred Fifty-Four and 01/100
24 Dollars (\$154.01) per hour of service provided by the CONTRACTOR's psychiatrists. In no event
25 shall the annual contract maximum amount exceed Six Hundred Forty Thousand Six Hundred Ninety-
26 Five and 00/100 Dollars (\$640,695.00) for the period of February 7, 2017 through February 6, 2018.

27 For the first twelve (12) month extended period of February 7, 2018 through February 6,
28 2019, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation

1 at a rate of One Hundred Fifty-Seven and 09/100 Dollars (\$157.09) per hour of service provided by
2 the CONTRACTOR's psychiatrists. In no event shall the annual contract maximum exceed Six
3 Hundred Fifty-Three Thousand Five Hundred Eight and 00/100 Dollars (\$653,508.00) for the period
4 of February 7, 2018 through February 6, 2019. For the second (12) month extended period of February
5 7, 2019 through February 6, 2020, COUNTY agrees to pay CONTRACTOR and CONTRACTOR
6 agrees to receive compensation at a rate of One Hundred Sixty and 24/100 Dollars (\$160.24) per hour
7 of service provided by the CONTRACTOR's psychiatrists. In no event shall the annual contract
8 maximum exceed Six Hundred Sixty-Six Thousand Five Hundred Seventy-Nine and 00/100 Dollars
9 (\$666,579.00) for the period of February 7, 2019 through February 6, 2020.

10 The hourly rate shall be prorated on a Fifteen (15) minute basis. COUNTY shall only pay
11 for actual hours worked by the psychiatrists. COUNTY shall not pay CONTRACTOR when the
12 psychiatrists take any time off for vacation, sick leave, or COUNTY recognized holiday.

13 In no event shall total compensation paid by COUNTY to CONTRACTOR for actual
14 services performed under this Agreement be in excess of Three Million Two Hundred Four Thousand
15 Seven Hundred Thirty and 00/100 Dollars (\$3,204,730.00).

16 Payments shall be made by COUNTY to CONTRACTOR in arrears, for services
17 provided during the preceding month, within forty-five (45) days after the date of receipt and approval
18 by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be
19 made after receipt and verification of actual expenditures incurred by CONTRACTOR in the
20 performance of this Agreement and shall be documented to COUNTY on a monthly basis by the tenth
21 (10th) of the month following the month of said expenditures.

22 Except as provided below regarding State payment delays, payments by COUNTY shall
23 be in arrears, for services provided during the preceding month, within forty-five (45) days after
24 receipt, verification and approval of CONTRACTOR's invoices by COUNTY's DBH Director, or
25 designee. If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY
26 shall be relieved of its obligation for further compensation. All final claims and/or any final budget
27 modification requests shall be submitted by CONTRACTOR within sixty (60) days following the final
28 month of service for which payment is claimed. No action shall be taken by COUNTY on claims

submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

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

CONTRACTOR shall be held financially liable for any and all future disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit process and COUNTY utilization review during the course of the agreement. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement for any units of services rendered that are disallowed or denied by the COUNTY Quality Improvement Committee utilization review process.

It is understood by CONTRACTOR and COUNTY that this Agreement is funded with mental health funds to serve individuals who are seriously mentally ill (SMI) or have serious emotional disturbances (SED).

6. INVOICING

A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each month to DBHInvoices@co.fresno.ca.us. Invoices shall reflect services provided at the DBH facilities and program sites requested by DBH and shall include dates and hours services were provided as requested by the COUNTY. Invoices shall be accompanied by a signed timecard from the psychiatrist showing dates and hours worked and is verified and approved by the Department of Behavioral Health's Medical Director.

After CONTRACTOR renders service to DBH clients, CONTRACTOR will invoice COUNTY for actual services delivered and agrees to continue to provide services for a period of

1 ninety (90) days after notification of an incorrect or improper invoice.

2 If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY's DBH
3 satisfaction, COUNTY's DBH Director or designee may elect to terminate this Agreement, pursuant to
4 the termination provisions stated in Section Four (4) of this Agreement. In addition, for invoices
5 received ninety (90) days after the expiration of each term of this Agreement or termination of this
6 Agreement, at the discretion of COUNTY's DBH Director or designee, COUNTY shall have
7 the right to deny payment of any additional invoices received .

8 B. CONTRACTOR shall submit monthly staffing report that identifies all direct
9 service and support staff, applicable licensure/certifications, and full time hours worked to be used as a
10 tracking tool to determine if CONTRATOR's program is staffed according to the Agreement
11 requirements.

12 C. CONTRACTOR must maintain such financial records for a period of seven (7)
13 years or until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be
14 responsible for any disallowances related to inadequate documentation.

15 D. CONTRACTOR must provide all necessary data to allow the COUNTY to bill
16 Medi-Cal, and any other third-party source, for services and meet State and Federal reporting
17 requirements. The necessary data can be provided by a variety of means, including but not limited to:
18 1) direct data entry into COUNTY's information system, 2) providing an electronic file compatible
19 with COUNTY's information system, or 3) integration between COUNTY's information system and
20 CONTRACTOR's information system(s). At a mutually agreeable time, CONTRACTOR and
21 COUNTY's DBH shall discuss and agree as to the most efficient data collection method to collect
22 Medi-Cal and any other third party revenue as indicated above.

23 E. Medi-Cal billing shall be in accordance with the COUNTY's Mental Health Plan.
24 CONTRACTOR must comply with the "Fresno County Mental Health Plan Compliance Program and
25 Code of Conduct" set forth in Exhibit B, attached hereto and by this reference incorporated herein and
26 made part of this Agreement.

27 It is understood that each claim is subject to audit for compliance with Federal and State
28 regulations, and that COUNTY may be making payments in advance of said review. In the event that

1 a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold
2 compensation or set off from other payments due the amount of said disapproved services.
3 CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services or incorrect
4 application of utilization review requirements.

5 **7. INDEPENDENT CONTRACTOR**

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

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

25 **8. MODIFICATION**

26 Any matters of this Agreement may be modified from time to time by the written consent
27 of all the parties without, in any way, affecting the remainder. Changes to the rates of compensation
28 for services provided shall be made upon the written consent of CONTRACTOR and COUNTY's

1 DBH Director or designee, without exceeding the contract maximum of this agreement.

2 **9. NON-ASSIGNMENT**

3 No party shall assign, transfer or subcontract this Agreement nor their rights or duties
4 under this Agreement without the prior written consent of COUNTY and CONTRACTOR.

5 **10. HOLD-HARMLESS**

6 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
7 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
8 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
9 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
10 agents or employees under this Agreement, and from any and all costs and expenses, including
11 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
12 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
13 of CONTRACTOR, their officers, agents or employees under this Agreement.

14 CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California audit
15 exceptions resulting from noncompliance herein on the part of CONTRACTOR.

16 **11. INSURANCE**

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

20 A. **Commercial General Liability**

21 Commercial General Liability Insurance with limits of not less than One Million
22 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
23 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
24 COUNTY may require specific coverage including completed operations, product
25 liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire
26 legal liability or any other liability insurance deemed necessary because of the
27 nature of the Agreement.

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B. **Automobile Liability**

1 Comprehensive Automobile Liability Insurance with limits for bodily injury of
2 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
3 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
4 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined
5 single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should
6 include owned and non-owned vehicles used in connection with this Agreement.

7
8 C. Real And Personal Property

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

14
15 All Risk Property Insurance

16 CONTRACTOR will provide property coverage for the full replacement value of
17 the County's Personal Property in the possession of Contractor and/or used in the
18 execution of this agreement. County will be identified on an appropriate certificate
19 of insurance as the certificate holder and will be named as an Additional Loss
20 Payee on the Property Insurance Policy.

21 D. Professional Liability

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

E. Worker's Compensation

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

F. Child Abuse/Molestation and Social Services Coverage

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

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

10 Within thirty (30) days from the date CONTRACTOR signs this Agreement, CONTRACTOR
11 shall provide certificates of insurance and endorsements as stated above for all of the foregoing
12 policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133 N.
13 Millbrook Ave, Fresno, California, 93703, Attention: Contracts Section, stating that such insurance
14 coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and
15 employees will not be responsible for any premiums on the policies; that such Commercial General
16 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
17 collectively, as additional insured, but only insofar as the operations under this Agreement are
18 concerned; that such coverage for additional insured shall apply as primary insurance and any other
19 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
20 excess only and not contributing with insurance provided under CONTRACTOR's policies herein;
21 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days
22 advance, written notice given to COUNTY.

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

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

1 **12. LICENSES/CERTIFICATES**

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

11 **13. RECORDS**

12 CONTRACTOR shall maintain records in accordance with Exhibit C, "Documentation
13 Standards for Client Records", attached hereto and by this reference incorporated herein and made
14 part of this Agreement. During site visits, COUNTY shall be allowed to review records of services
15 provided, including the goals and objectives of the treatment plan, and how the therapy provided is
16 achieving the goals and objectives.

17 **14. REPORTS**

18 A. Outcome Reports – CONTRACTOR shall submit to COUNTY's DBH service
19 outcome reports as requested by the Department. Outcome reports and outcome requirements are
20 subject to change at the discretion of COUNTY's DBH Director or designee.

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

28 **15. MONITORING**

1 CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director and
2 the State Department of Health Care Services, or their designees, the right to review and monitor
3 records, programs or procedures, at any time, in regard to clients, as well as the overall operation of
4 CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this
5 Agreement.

6 **16. REFERENCES TO LAWS AND RULES**

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

10 **17. COMPLIANCE WITH STATE REQUIREMENTS**

11 CONTRACTOR recognizes that COUNTY operates its mental health programs under an
12 agreement with the State of California Department of Health Care Services, and that under said
13 agreement the State imposes certain requirements on COUNTY and its subcontractors.
14 CONTRACTOR shall adhere to all State requirements, including those identified in Exhibit D "State
15 Mental Health Requirements", attached hereto and by this reference incorporated herein and made part
16 of this Agreement.

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

18 CONTRACTOR shall be required to maintain organizational provider certification by
19 Fresno County. CONTRACTOR must meet Medi-Cal organization provider standards as listed in
20 Exhibit E, "Medi-Cal Organizational Provider Standards", attached hereto and by this reference
21 incorporated herein and made part of this Agreement. It is acknowledged that all references to
22 Organizational Provider and/or Provider in Exhibit E shall refer to CONTRACTOR. In addition,
23 CONTRACTOR shall inform every client of their rights under the COUNTY's Mental Health Plan as
24 described in "Fresno County Mental Health Plan Grievances and Incident Reporting" Exhibit F,
25 attached hereto and by this reference incorporated herein and made part of this Agreement.
26 CONTRACTOR shall also file an incident report for all incidents involving clients, following the
27 Protocol for Completion of Incident of Report and using the Worksheet identified in Exhibit G,
28 attached hereto and by this reference incorporated herein and made part of this Agreement, or a

1 protocol and worksheet presented by CONTRACTOR that is accepted by COUNTY'S DBH Director
2 or designee.

3 **19. CONFIDENTIALITY**

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

7 **20. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

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

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

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

23 **21. DATA SECURITY**

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

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

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

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

- 6 1) CONTRACTOR has received authorization by COUNTY for
7 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-Owned Computers or Computer Peripherals

12 CONTRACTOR may not bring CONTRACTOR-owned computers or computer
13 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief
14 Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is
15 approved to be transferred, data must be stored on a secure server approved by the COUNTY and
16 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 may not use COUNTY computers or computer peripherals on
20 non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer,
21 and/or designee(s).

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

24 E. CONTRACTOR 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 data
28 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 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 incidents
9 arising from a possible breach of security related to COUNTY's confidential client information
10 provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to
11 affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion.
12 CONTRACTOR will be responsible for all costs incurred as a result of providing the required
13 notification.

14 **22. NON-DISCRIMINATION**

15 During the performance of this Agreement, CONTRACTOR shall not unlawfully
16 discriminate against any employee or applicant for employment, or recipient of services, because of
17 race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age
18 or sex, pursuant to all applicable State and Federal statutes and regulations.

19 **23. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

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

9 **24. SINGLE AUDIT CLAUSE**

10 A. If CONTRACTOR expends Five Hundred Thousand Dollars (\$500,000.00) or
11 more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit
12 in accordance with the requirements of the Single Audit Standards as set forth in Office of
13 Management and Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit and
14 management letter to COUNTY. The audit must include a statement of findings or a statement that
15 there were no findings. If there were negative findings, CONTRACTOR must include a corrective
16 action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any
17 material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to
18 COUNTY's DBH Business Office for review within nine (9) months of the end of any fiscal year in
19 which funds were expended and/or received for the program. Failure to perform the requisite audit
20 functions as required by this Agreement may result in COUNTY performing the necessary audit tasks,
21 or at COUNTY's option, contracting with a public accountant to perform said audit, or may result in
22 the inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs
23 related to this Agreement are the sole responsibility of CONTRACTOR.

24 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do
25 not exceed the Five Hundred Thousand Dollars (\$500,000.00) requirement or CONTRACTOR's only
26 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
27 performed and a program audit report with management letter shall be submitted by CONTRACTOR
28 to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report

1 shall be delivered to COUNTY's DBH Business Office for review, no later than nine (9) months after
2 the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure
3 to comply with this act may result in COUNTY performing the necessary audit tasks or contracting
4 with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole
5 responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material
6 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY
7 under this section shall be billed to the CONTRACTOR at COUNTY's cost, as determined by
8 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

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

14 **25. COMPLIANCE**

15 CONTRACTOR agrees to comply with the COUNTY's Contractor Code of Conduct and
16 Ethics and the COUNTY's Compliance Program in accordance with Exhibit B. Within thirty (30)
17 days of entering into the agreement with the COUNTY, CONTRACTOR shall have all of
18 CONTRACTOR's employees, agents and subcontractors providing services under this Agreement
19 certify in writing, that he or she has received, read, understood, and shall abide by the Contractor Code
20 of Conduct and Ethics. CONTRACTOR shall ensure that within thirty (30) days of hire, all new
21 employees, agents and subcontractors providing services under this Agreement shall certify in writing
22 that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and
23 Ethics. CONTRACTOR understands that the promotion of and adherence to the Code of Conduct is
24 an element in evaluating the performance of CONTRACTOR and its employees, agents and
25 subcontractors.

26 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
27 employees, agents and subcontractors providing services under this Agreement shall complete general
28 compliance training and appropriate employees, agents and subcontractors shall complete

1 documentation and billing or billing/reimbursement training. All new employees, agents and
2 subcontractors shall attend the appropriate training within 30 days of hire. Each individual who is
3 required to attend training shall certify in writing that he or she has received the required training. The
4 certification shall specify the type of training received and the date received. The certification shall be
5 provided to the COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, CA 93703.

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

9 **26. ASSURANCES**

10 In entering into this Agreement, CONTRACTOR certifies that it nor any of its officers
11 are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
12 Health Care Programs: that it or any of its officers have not been convicted of a criminal offense
13 related to the provision of health care items or services; nor has it or its officers been reinstated to
14 participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment,
15 or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is
16 ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or
17 involvement with, COUNTY's business operations related to the Federal Health Care Programs and
18 shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or
19 the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or
20 part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least
21 until such time as CONTRACTOR is reinstated into participation in the Federal Health Care
22 Programs.

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

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

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

15 2. Notwithstanding the above, COUNTY at its discretion may terminate this
16 Agreement in accordance with Section Four (4) of this Agreement, or require
17 adequate assurance (as defined by COUNTY) that no excluded, suspended or
18 otherwise ineligible employee or subcontractor of CONTRACTOR will
19 perform work, either directly or indirectly, relating to services provided to
20 COUNTY. Such demand for adequate assurance shall be effective upon a time
21 frame to be determined by COUNTY to protect the interests of COUNTY
22 clients.

23 C. CONTRACTOR shall verify (by asking the applicable employees and
24 subcontractors) that all current employees and existing subcontractors who, in each case, are expected
25 to perform professional services under this Agreement (1) are not currently excluded, suspended,
26 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been
27 convicted of a criminal offense related to the provision of health care items or services; and (3) have
28 not been reinstated to participation in the Federal Health Care Program after a period of exclusion,

1 suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs
2 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate
3 in the Federal Health Care Programs, or has been convicted of a criminal offense relating to the
4 provision of health care services, CONTRACTOR will ensure that said employee or subcontractor
5 does no work, either direct or indirect, relating to services provided to COUNTY.

- 6 1. CONTRACTOR agrees to notify COUNTY immediately during the term
7 of this Agreement whenever CONTRACTOR learns that an employee or
8 subcontractor who, in each case, is providing professional services under
9 Section (1) this Agreement is excluded, suspended, debarred or otherwise
10 ineligible to participate in the Federal Health Care Programs, or is
11 convicted of a criminal offense relating to the provision of health care
12 services.
- 13 2. Notwithstanding the above, COUNTY at its discretion may terminate this
14 Agreement in accordance with the Termination Section Four (4) of this
15 Agreement, or require adequate assurance (as defined by COUNTY) that
16 no excluded, suspended or otherwise ineligible employee or subcontractor
17 of CONTRACTOR will perform work, either directly or indirectly,
18 relating to services provided to COUNTY. Such demand for adequate
19 assurance shall be effective upon a time frame to be determined by
20 COUNTY to protect the interests of COUNTY clients.

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

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

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1 **27. PROHIBITION ON PUBLICITY**

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

10 **28. COMPLAINTS**

11 CONTRACTOR shall log complaints and the disposition of all complaints from a client
12 or a client's family. CONTRACTOR shall notify COUNTY of all incidents reportable to state licensing
13 bodies that affect COUNTY clients upon receipt of a complaint.

14 **29. CULTURAL COMPETENCY**

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

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

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

27 C. CONTRACTOR shall not use minors as interpreters.

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

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

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

21 **30. COMPREHENSIVE CONTINUOUS INTEGRATED SYSTEM OF CARE**

22 A. Integrate mental health and substance abuse services through comprehensive
23 continuous integrated systems of care for the life span of those served and to work as
24 partners with a shared vision: to create a coordinated and comprehensive system of
25 service delivery. The CONTRACTOR shall perform the following:

- 26 1. Demonstrate familiarity with the County Comprehensive Continuation
27 Integrated System of Care (CCISC) consensus document and with the process
28 of CCISC implementation, both in terms of county level activities, as well as
the continuous quality improvement process that each program organizes in
order to make progress toward co-occurring disorder capability.

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- 1 2. Identify a Change Agent to represent the program, and support that
2 Change Agent to participate actively in the County change agent team. The
3 role of the change agent is to provide training and supervision in accordance
4 with the principles of the Comprehensive Continuous Integrated Systems of
5 Care model in order to establish and enhance dual diagnosis competency in
6 program staff and to provide consultation to facilitate development and
7 implementation of quality improvement action planning to establish and
8 enhance dual diagnosis capability in the program as a whole.

9 B. Develop a formal written Continuous Quality Improvement (CQI) action plan to
10 identify measurable objectives toward the achievement of Co-Occurring Disorders
11 (COD) capability that will be addressed by the program during the contract period.
12 These objectives should be ACHIEVABLE and REALISTIC for the program, based on
13 the self-assessment and the program priorities, but need to include attention to making
14 progress on the following issues, at minimum (as outlined in the Charter):

- 15 1. Welcoming policies, practices, and procedures related to the engagement
16 of individuals with co-occurring issues and disorders;
17 2. Removal or reduction of access barriers to admission based on co-
18 occurring diagnosis or medication;
19 3. Improvement in routine integrated screening, and identification in the
20 data system of how many clients served have co-occurring issues;
21 4. Developing the goal of basic co-occurring competency for all treatment
22 staff, regardless of licensure or certification, and
23 5. Documentation of coordination of care with collaborative mental health
24 and/or substance abuse providers for each client.

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

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

 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
the following information must be disclosed by CONTRACTOR by completing Exhibit H,
“Disclosure of Ownership and Control Interest Statement”, attached hereto and by this reference
incorporated herein and made part of this Agreement. CONTRACTOR shall submit this form to the
Department of Behavioral Health within thirty (30) days of the effective date of this Agreement.
Additionally, CONTRACTOR shall report any changes to this information within thirty five (35) days

1 of occurrence by completing Exhibit H, "Disclosure of Ownership and Control Interest Statement."
2 Submissions shall be scanned pdf copies and are to be sent via email to
3 DBHAdministration@co.fresno.ca.us attention: Contracts Administration.

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

5 CONTRACTOR is required to disclose if any of the following conditions apply to them,
6 their owners, officers, corporate managers and partners (hereinafter collectively referred to as
7 "CONTRACTOR"):

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

- 10 1. Fraud or a criminal offense in connection with obtaining, attempting to
11 obtain, or performing a public (federal, state, or local) transaction or
12 contract under a public transaction;
- 13 2. Violation of a federal or state antitrust statute;
- 14 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of
15 records; or
- 16 4. False statements or receipt of stolen property.

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

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

26 CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other
27 Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit I, attached
28

hereto and by this reference incorporated herein and made part of this Agreement. Additionally, CONTRACTOR must immediately advise the County in writing if, during the term of this Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties' list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

33. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

34. AUDITS AND INSPECTIONS

The CONTRACTOR shall with seventy-two hours advance notice provided by the COUNTY, during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement upon. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

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

4 **35. 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</u>
Director, Fresno County	President and CEO
Department of	Central California Faculty
Behavioral Health	Medical Group (CCFMG)
3133 N. Millbrook Ave	2625 East Divisadero Street
Fresno, CA 93703	Fresno, CA 93721

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

15 **36. GOVERNING LAW**

16 Venue for any action arising out of or related to this Agreement shall only be in Fresno
17 County, California.

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

20 **37. ENTIRE AGREEMENT**

21 This Agreement, including all Exhibits between CONTRACTOR and COUNTY with
22 respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
23 commitments, writings, advertisements, publications, and understandings of any nature whatsoever
24 unless expressly included in this Agreement.

25 ///

26 ///

27 ///


28 ///

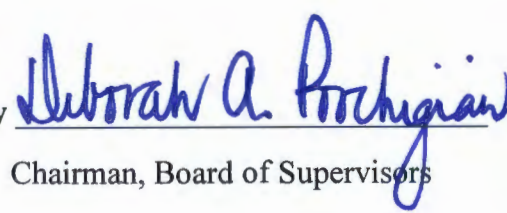
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3 ATTEST:

4 **CENTRAL CALIFORNIA FACULTY**
5 **MEDICAL GROUP, INC. (CCFMG)**

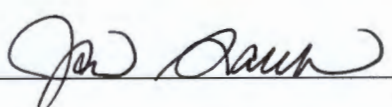
COUNTY OF FRESNO

6
7 By: 
8
9 Print Name: Joyce Fields-Keene
10

By 
Chairman, Board of Supervisors

11 Title: CEO
12 Chairman of Board, or President
13 Or any Vice President, Or CEO

BERNICE E. SEIDEL, Clerk
Board of Supervisors

14 By 
15
16 Print Name: Janice Saccheri
17

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop - Deputy
Deputy

18 Title: Chief Financial Officer
19 ~~Secretary of Corporation, or~~
20 ~~Any Assistant Secretary, or~~
21 ~~Chief Financial Officer, or~~
22 ~~Any Assistant Treasurer~~

23
24 Mailing Address:
25 Central California Faculty Medical Group
26 2625 East Divisadero Street
27 Fresno, CA 93721
28 Contact: Joyce Fields-Keene
Phone: (559) 453-5200

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

///

1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By 

5
6 APPROVED AS TO ACCOUNTING FORM:
7 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9
10 By 

11 REVIEWED AND RECOMMENDED FOR
12 APPROVAL:

13
14
15 By 

16 Dawan Utecht, Director
17 Department of Behavioral Health

18 Fund/Subclass: 0001/10000
19 Account/Program: 7294/0
20 Organizations/Cost Centers: 5630/2246, 5630/2922, 5630/4759, 5630/4314

21
22 **Fiscal Year (FY)** **Program Cost**
23 FY 2015-16 \$615,816
24 FY 2016-17 \$628,132
25 FY 2017-18 \$640,695
26 FY 2018-19 \$653,508
27 FY 2019-20 \$666,579

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SCHEDULE OF SERVICES

Contractor Group:

Central California Faculty Medical Group
2625 East Divisadero Street
Fresno, CA 93721

Facility

Deran Koligian Ambulatory Care Center
290 North Wayte Lane
Fresno, CA 93701

Days and Time of Coverage by Program:

Outpatient Services

Monday through Friday (8:00am to 5:00pm)

Combined Weekly authorized hours for Outpatient Services = Up to 80 hours per week

Authorized Period

July 1, 2015 through June 30, 2018

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

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Signature : _____ Date : ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/____/____

Documentation Standards For Client Records

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

A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

B. Client Plans

1. Client plans will:

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

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

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

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

2. Timeliness/Frequency of Progress Notes:

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

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer,

rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. PATIENTS' RIGHTS

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

Medi-Cal Organizational Provider Standards

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

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

Fresno County Mental Health Plan

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

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

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

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

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

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

FRESNO COUNTY MENTAL HEALTH PLAN
GRIEVANCES AND INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

- Incident Report should be sent to:

DBH Program Supervisor

INCIDENT REPORT WORKSHEET

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

Name/DMH # _____

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

Who was affected? (If other than consumer) _____

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

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.**Outcome severity:** Nonexistent ☐ inconsequential ☐ consequential ☐ death ☐ not applicable ☐ unknown ☐**4. Response:** a) corrective action, b) Plan of Action, c) other

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

Date: _____

(Printed Name & Title)

(Name of Agency or
Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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