

AGREEMENT

THIS AGREEMENT is made and entered into this day of June 9th, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each Contractor listed in Exhibit A, "Recovery Residences Services Vendor List," attached hereto and by this reference incorporated herein, collectively herein after referred to as "CONTRACTOR", and such additional CONTRACTOR as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each CONTRACTOR, unless otherwise specified.

WITNESSETH

WHEREAS, COUNTY is authorized through its Intergovernmental Agreement with the California Department of Health Care Services, hereinafter referred to as State or DHCS, to subcontract for Recovery Residence services in Fresno County; and

WHEREAS, CONTRACTOR(S) agree to provide recovery residence services required by the COUNTY, pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR shall provide recovery residence services to eligible beneficiaries of Fresno County, as identified in COUNTY's Request for Proposal No. 20-042 (RFP) dated February 14th, 2020 and Addendum No. One (1) to COUNTY's RFP No. 20-042 dated March 4, 2020, hereinafter collectively referred to as COUNTY's RFP No. 20-042 and CONTRACTOR's response to said RFP No. 20-042, dated March 11, 2020, all incorporated herein by reference and made part of this Agreement.

B. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including any Exhibits and amendments attached hereto; and 2) to RFP No. 20-042, and 3) to the Response to the RFP No. 20-042. A copy of COUNTY's RFP No. 20-042 and CONTRACTOR's response shall be

1 retained and available during the term of this Agreement by COUNTY's Department of Behavioral
2 Health (DBH) Contracted Services Division.

3 C. CONTRACTOR shall provide recovery residence services as described in Exhibit
4 B, "Recovery Residence Scope of Work", Exhibit C, "National Association of Recovery Residences
5 (NARR) Recovery Residences Levels of Support", levels I (peer-run) and level II (monitored) attached
6 hereto and incorporated by this reference. Recovery residence services shall be delivered in
7 accordance with Exhibit D, "Fresno County Department of Behavioral Health Recovery Residence
8 Standards and Guidelines" and in accordance with Exhibit E, "Fresno County Department of Behavioral
9 Health Recovery Residence Code of Ethics," attached hereto and incorporated by this reference.
10 Recovery residence services shall be delivered in accordance with Exhibit F, "Fresno County
11 Department of Behavioral Health's Guiding Principles of Care Delivery," attached hereto and by this
12 reference incorporated herein.

13 D. CONTRACTOR shall comply with requirements stated within the
14 Intergovernmental Agreement and with all other provisions set forth in the Intergovernmental
15 Agreement, made available by the Department of Behavioral Health (DBH), Contracts Division -
16 Substance Use Disorder (SUD) Services at the following web address and by this reference
17 incorporated herein: [https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page)
18 [disorder-services/provider-page](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page). CONTRACTOR is referred to therein as "Subcontractor" and
19 COUNTY is referred to therein as "Contractor."

20 E. CONTRACTOR shall comply with the Fresno County Substance Use Disorder
21 (FCSUD) Provider Manual, herein after referred to as the "Provider Manual" and by this reference
22 incorporated herein, available at the DBH website at
23 [https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page)
24 [page](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page). No formal amendment of this agreement is required for changes to the Provider Manual to apply.

25 F. CONTRACTOR shall maintain, at CONTRACTOR's cost, a computer system
26 compatible with COUNTY's current billing and electronic health record (EHR) system for the provision
27 of submitting information required under the terms and conditions of this Agreement. CONTRACTOR
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1 shall complete billing and EHR data entry as follows: initial contact, when applicable; appointments;
2 admissions; ASAM level of care; discharge; and referrals.

3 G. CONTRACTOR's staff will be required to attend meetings and trainings on an as-
4 needed basis, which may include but are not limited to, SUD treatment and fiscal trainings provided by
5 the State of California, DBH, or other agencies are required by DBH. Refer to the Provider Manual for a
6 listing of required trainings.

7 **2. ADDITIONS/DELETIONS OF CONTRACTOR(S)**

8 COUNTY's DBH Director or her designee reserves the right at any time during the term of this
9 Agreement to add new CONTRACTOR(S) to those listed in Exhibit A, "Recovery Residences Services
10 Vendor List." It is understood any such additions will not affect compensation paid to the other
11 CONTRACTOR(S), and therefore such additions may be made by COUNTY without notice to or
12 approval from other CONTRACTOR(S) under this Agreement. These same provisions shall apply to
13 the deletion of any CONTRACTOR listed in Exhibit A, "Recovery Residence Services Vendor List,"
14 except that deletions shall be made by written mutual agreement between the COUNTY and the
15 particular CONTRACTOR to be deleted, or shall be in accordance with the provisions of Section Four
16 (4), TERMINATION, of this Agreement.

17 **3. TERM**

18 The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2020
19 through June 30, 2023. This Agreement may be extended for two (2) additional consecutive twelve (12)
20 month periods upon written approval of both parties no later than thirty (30) days prior to the first day of
21 the next twelve (12) month extension period. The DBH Director or his or her designee is authorized to
22 execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory
23 performance.

24 **4. TERMINATION**

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

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

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

7 or

- 8 4) Improperly performed service.

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

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

19 D. Voluntary Termination of Intergovernmental Agreement - The COUNTY may
20 terminate its Agreement with DHCS at any time, for any reason, by giving sixty (60) days written notice
21 to DHCS. In the event the Intergovernmental Agreement is terminated, COUNTY may terminate this
22 contractor agreement. CONTRACTOR shall be paid for services provided to beneficiaries up to the
23 date of termination.

24 5. COMPENSATION

25 A. COMPENSATION - For claims submitted for services rendered under this
26 Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
27 compensation for costs associated with the delivery of recovery residence services provided by
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1 CONTRACTOR in accordance with "Cost per Bed Day Slot," attached hereto as Exhibit G and
2 maximum annual compensation. It is understood that all expenses incidental to CONTRACTOR'S
3 performance of services under this Agreement shall be borne by CONTRACTOR.

4 In no event shall the total compensation for actual services performed under this Agreement be
5 in excess of One Million Dollars (\$1,000,000.00) for the period from July 1, 2020 through June 30,
6 2021.

7 In no event shall the total compensation for actual services performed under this Agreement be
8 in excess of One Million Dollars (\$1,000,000.00) for the period from July 1, 2021 through June 30,
9 2022.

10 In no event shall the total compensation for actual services performed under this Agreement be
11 in excess of One Million Dollars (\$1,000,000.00) for the period from July 1, 2022 through June 30,
12 2023.

13 In no event shall the total compensation for actual services performed under this Agreement be
14 in excess of One Million Dollars (\$1,000,000.00) for the period from July 1, 2023 through June 30,
15 2024.

16 In no event shall the total compensation for actual services performed under this Agreement be
17 in excess of One Million Dollars (\$1,000,000.00) for the period from July 1, 2024 through June 30,
18 2025.

19 In no event shall the total compensation for the term of this Agreement exceed Five Million
20 Dollars (\$5,000,000.00)

21 CONTRACTOR shall be reimbursed to the extent that funds are available. Annual
22 reimbursement per bed day rate shall not exceed the CONTRACTOR(S) daily rate regardless of total
23 maximum compensation.

24 In no event shall the total compensation for actual services exceed the rate per bed slot listed in
25 Exhibit G.

26 Compensation for recovery residence services shall be reduced based on the length of stay
27 described in Exhibit G. The minimum length of stay in a recovery residence shall be one (1) day and
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1 the maximum length shall not exceed 365 days. Beginning day one (1) through day one hundred and
2 eighty (180) reimbursement shall be 100% of the daily bed rate. Day one hundred and eight one (181)
3 through day two hundred and ten (210) reimbursement shall be 75% of the daily bed rate. Day two
4 hundred and eleven (211) through day three hundred and sixty-five (365) shall be reimbursed at 50% of
5 the daily bed rate.

6 1) The contract maximum amount as identified in this Agreement may be
7 reduced based upon State, Federal, and local funding availability. In the event of such action, the
8 COUNTY's DBH Director or her designee shall notify the CONTRACTOR in writing of the reduction in
9 the maximum amount within thirty (30) days.

10 2) In the event that funding for these services is delayed by the State
11 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall
12 not exceed the amount of funding delayed by the State Controller to the COUNTY. The deferral by
13 COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY
14 plus forty-five (45) days. In addition, if the State of California does not allocate funding for services
15 described in the terms and conditions of this Agreement, COUNTY shall not be obligated to reimburse
16 CONTRACTOR for services performed.

17 B. PAYMENTS - Regardless of the contract maximum, CONTRACTOR(S) will be
18 reimbursed only for actual costs up to the negotiated bed day rate herein.

19 1) Payment by COUNTY shall be in arrears, based on CONTRACTOR's
20 monthly invoices submitted for services provided during the preceding month, within forty-five (45) days
21 after receipt and verification of CONTRACTOR's monthly invoices by COUNTY's DBH, Contracted
22 Services Division.

23 2) CONTRACTOR must accept, as payment in full, the amounts paid by
24 County. CONTRACTOR may not demand any additional payment from DHCS, client, or other third
25 party payers except as described in Exhibit G.

26 C. COMPLIANCE - If CONTRACTOR should fail to comply with any provision of this
27 Agreement, COUNTY shall be relieved of its obligation for further compensation. CONTRACTOR's and
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1 COUNTY's obligations under this section shall survive the termination of this Agreement with respect to
2 services provided during the term of this Agreement without regard to the cause of termination of this
3 Agreement.

4 D. QUALITY ASSURANCE - For services rendered herein, CONTRACTOR shall
5 assure that an on-going quality assurance component is in place and is occurring. CONTRACTOR shall
6 assure that records for each participant are of such detail and length that a review of said record will
7 verify that appropriate services were provided. If the record is unclear, incomplete, and/or indicates that
8 appropriate services were not provided, COUNTY reserves the right to withhold payment for the
9 applicable unit(s) of service.

10 E. PUBLIC INFORMATION - CONTRACTOR shall disclose its funding source in all
11 public information; however, this requirement of disclosure of funding source shall not be required in
12 spot radio or television advertising.

13 F. LOBBYING ACTIVITY - CONTRACTOR shall not directly or indirectly use any of
14 the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to
15 support or defeat legislation pending before the Congress of the United States or the Legislature of the
16 State of California.

17 G. POLITICAL ACTIVITY - CONTRACTOR shall not directly or indirectly use any of
18 the funds under this Agreement for any political activity or to further the election or defeat of any
19 candidate for public office.

20 H. FUNDING SOURCES - It shall be the obligation of CONTRACTOR to determine
21 and claim all revenue possible from private pay sources and third-party payers. COUNTY will only
22 reimburse CONTRACTOR for services rendered that are not covered by other revenue sources.

23 CONTRACTOR shall not use any funds under this Agreement to the extent that a participant is
24 eligible for other revenue reimbursement for services rendered.

25 Any revenues generated by CONTRACTOR in excess of the amounts budgeted in this
26 Agreement may be utilized to expand/enhance the services during COUNTY's fiscal years in which
27 revenues are collected or in the following COUNTY fiscal year. Additional revenues will be considered
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1 separate and distinct from COUNTY's payment to CONTRACTOR. The manner and means of service
2 expansion/enhancement shall be subject to the prior written approval of COUNTY's DBH Director or
3 her designee. CONTRACTOR shall disclose all sources of revenue to COUNTY. Under no
4 circumstances will COUNTY funded staff time be used for fund-raising purposes.

5 **6. INVOICING**

6 A. CONTRACTOR shall invoice COUNTY by the twentieth (20th) of each month for
7 actual services rendered in the previous month in accordance with the established rates in Exhibit G.
8 Invoices shall be submitted via e-mail to the assigned staff analyst and to SAS@fresnocountyca.gov or
9 as directed by the assigned staff analyst.

10 If an invoice is incorrect or is otherwise not in proper form or substance, COUNTY's DBH
11 Director or her designee shall have the right to withhold payment as to only that portion of the invoice
12 that is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees
13 to continue to provide services for a period of ninety (90) days after notification of an incorrect or
14 improper invoice. If after said ninety (90) day period said invoice(s) is still not corrected to COUNTY'S
15 DBH Director's or her designee's satisfaction, COUNTY'S DBH, Director or her designee may elect to
16 terminate this Agreement, pursuant to the termination provisions stated in Section Four (4),
17 TERMINATION of this Agreement. In addition, CONTRACTOR shall submit all invoices to COUNTY's
18 DBH Director or her designee for services provided within ninety (90) days after each twelve (12) month
19 period expires or this Agreement is terminated. If invoices are not submitted within ninety (90) days
20 after each twelve (12) month period expires or this Agreement is terminated, COUNTY's DBH Director
21 or her designee shall have the right to deny payment on such invoices.

22 B. In addition to billing, CONTRACTOR shall submit on a monthly basis, an
23 Operational Expense Review, along with a general ledger, payroll register and supporting
24 documentation for any line items CONTRACTOR's assigned Analyst selects, per modality, by the
25 twenty-fifth (25th) of each month. For the purposes of verifying costs are allowable and equitable,
26 CONTRACTOR shall submit any additional documentation as deemed necessary by DBH.

27 C. COUNTY's DBH shall invoice CONTRACTOR in arrears by the fifth (5th) day of
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1 the month for the prior month's hosting fee for access to COUNTY's electronic information system in
2 accordance with the fee schedule set forth in Exhibit H, "Electronic Health Records Software Charges,"
3 attached hereto and incorporated herein by this reference and made part of this Agreement. COUNTY
4 shall invoice CONTRACTOR(S) annually for the annual maintenance and licensing fee for access to
5 COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit H.
6 CONTRACTOR shall provide payment for these expenditures to COUNTY's Department of Behavioral
7 Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712, Attention: Business Office, within
8 forty-five (45) days after the date of receipt by CONTRACTOR of the invoicing provided by COUNTY.

9 **7. LICENSING – CERTIFICATES**

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

19 **8. PROHIBITION ON PUBLICITY**

20 None of the funds, materials, property or services provided directly or indirectly under
21 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing
22 of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the
23 above, publicity of the services described in Section One (1), SERVICES, of this Agreement shall be
24 allowed as necessary to raise public awareness about the availability of such specific services when
25 approved in advance by the DBH Director or her designee, and at a cost to be provided for such items
26 as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related
27 expense(s).

1 **9. NO THIRD PARTY BENEFICIARIES**

2 It is understood and agreed by and between the parties that the services provided by
3 CONTRACTOR for COUNTY herein are solely for the benefit of the COUNTY, and that nothing in this
4 Agreement is intended to confer on any person other than the parties hereto any right under or by
5 reason of this Agreement.

6 **10. INDEPENDENT CONTRACTOR**

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

15 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
16 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
17 thereof.

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

26 **11. NON-ASSIGNMENT / SUBCONTRACTS**

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

2 CONTRACTOR shall be required to assume full responsibility for all services and
3 activities covered by this Agreement, whether or not CONTRACTOR is providing services directly.
4 Further, CONTRACTOR shall be the sole point of contact with regard to contractual matters, including
5 payment of any and all charges resulting from this Agreement.

6 If CONTRACTOR should propose to subcontract with one or more third parties to carry
7 out a portion of services covered by this Agreement, any such subcontract shall be in writing and
8 approved as to form and content by COUNTY's DBH Director or her designee prior to execution and
9 implementation. COUNTY's DBH Director or her designee shall have the right to reject any such
10 proposed subcontract. Any such subcontract together with all activities by or caused by
11 CONTRACTOR shall not require compensation greater than the total budget contained herein. An
12 executed copy of any such subcontract shall be received by COUNTY before any implementation and
13 shall be retained by COUNTY. CONTRACTOR shall be responsible to COUNTY for the proper
14 performance of any subcontract. Any subcontractor shall be subject to the same terms and conditions
15 that CONTRACTOR is subject to under this Agreement.

16 It is expressly recognized that CONTRACTOR cannot engage in the practice of physical
17 health medicine. If any medical services outside of the scope of the CONTRACTOR's medical director
18 are provided in connection with the services under this Agreement, such medical services shall be
19 performed by an independent contract physician. In this instance, the requirements of the Confidential
20 Medical Information Act (Civil Code 56 et seq.) shall be met.

21 If CONTRACTOR hires an independent contract physician, CONTRACTOR shall require
22 and ensure that such independent contract physician carries Professional Liability (Medical
23 Malpractice) Insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence,
24 Three Million Dollars (\$3,000,000.00) annual aggregate.

25 **12. CONFLICT OF INTEREST**

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

5 **13. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

17 **14. ASSURANCES**

18 In entering into this Agreement, CONTRACTOR certifies that it is not currently excluded,
19 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that it
20 has not been convicted of a criminal offense related to the provision of health care items or services;
21 nor has it been reinstated to participation in the Federal Health Care Programs after a period of
22 exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a
23 contract, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR
24 from responsibility for, or involvement with, COUNTY's business operations related to the Federal
25 Health Care Programs and shall remove such CONTRACTOR from any position in which
26 CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by
27 CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or
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1 otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into participation
2 in the Federal Health Care Programs. Further the CONTRACTOR agrees to the Disclosure of Criminal
3 History and Civil Actions and Certification regarding debarment suspension and other responsibility
4 matters primary covered transactions; CONTRACTOR must sign an appropriate Certification regarding
5 debarment, suspension, and other responsibility matters, attached hereto as Exhibit J, incorporated
6 herein by reference and made part of this Agreement.

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

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

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

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

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

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

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

27 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for
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1 information from COUNTY which may be necessary to complete any internal or external audits relating
2 to this Agreement.

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

6 **15. MODIFICATION**

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

9 Changes to the rates of service identified in Paragraph Five (5) – COMPENSATION –
10 may be made with written approval of COUNTY's DBH Director, or designee. Said rate changes shall
11 not result in any change to the maximum compensation amount payable to CONTRACTOR, as stated
12 herein.

13 Notwithstanding the above, changes to Section One (1), SERVICES, as needed to
14 accommodate changes in State and Federal Law relating to SUD treatment may be made with the
15 signed written approval of COUNTY's DBH Director or her designee and respective CONTRACTOR(S)
16 through an amendment approved by County Counsel and Auditor.

17 **16. INSURANCE**

18 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or
19 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
20 following insurance policies or a program of self-insurance, including but not limited to, an insurance
21 pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

22 A. Commercial General Liability

23 Commercial General Liability Insurance with limits of not less than Two Million Dollars
24 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
25 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
26 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
27 liability or any other liability insurance deemed necessary because of the nature of this contract.

1 B. Automobile Liability

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

5 C. Professional Liability

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

9 D. Worker's Compensation

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

12 E. Molestation

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

16 F. Cyber Liability

17 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,
18 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to duties and obligations
19 undertaken by CONTRACTOR(S) in this agreement and shall include, but not be limited to, claims
20 involving infringement of intellectual property, including but not limited to infringement of copyright,
21 trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of
22 electronic information, release of private information, alteration of electronic information, extortion and
23 network security. The policy shall provide coverage for breach response costs as well as regulatory
24 fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these
25 obligations.

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

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

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

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

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

4 **17. HOLD HARMLESS**

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

13 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California audit
14 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

15 **18. SINGLE AUDIT**

16 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00)
17 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual
18 audit in accordance with the requirements of the Single Audit Standards as set forth in 2 Code of
19 Federal Regulations (CFR) Part 200. CONTRACTOR shall submit said audit and management letter to
20 COUNTY. The audit must include a statement of findings or a statement that there were no findings. If
21 there were negative findings, CONTRACTOR must include a corrective action plan signed by an
22 authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or
23 weakness found as a result of such audit. Such audit shall be delivered to COUNTY's Department of
24 Behavioral Health, Business Office for review within nine (9) months of the end of any fiscal year in
25 which funds were expended and/or received for the program. Failure to perform the requisite audit
26 functions as required by this Agreement may result in COUNTY performing the necessary audit tasks,
27 or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the

1 inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this
2 Agreement are the sole responsibility of CONTRACTOR.

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

16 C. CONTRACTOR shall make available all records and accounts for inspection by
17 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the
18 Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a
19 minimum of ten (10) years, in accordance with 42 CFR Part 438.3(h), from the finalized cost settlement
20 process or, if an audit by the Federal government or DHCS has been started before the expiration of
21 the ten (10) year period, records shall be maintained until completion of the audit and final resolution of
22 all findings.

23 **19. AUDITS AND INSPECTIONS**

24 The CONTRACTOR shall at any time during business hours, and as often as the
25 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and
26 data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by
27 the COUNTY, permit the COUNTY to audit and inspect all of electronic or print books and records as
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1 well as inspection of the premises, physical facilities and equipment where Medicaid-related activities
2 are conducted to ensure CONTRACTOR'S compliance with the terms of this Agreement.

3 The refusal of CONTRACTOR to permit access to, and inspection of, electronic or print
4 books and records, physical facilities, and/or refusal to permit interviews with employees, as described
5 in this part, constitutes an express and immediate material breach of this Agreement and will be
6 sufficient basis to terminate the Agreement for cause or default.

7 The right to audit under this section exists for ten (10) years from the final date of the
8 agreement period or from the date of completion of any audit, whichever is later.

9 Notwithstanding the provisions stated in Section Three (3), TERM, of this
10 Agreement, it is acknowledged by the parties hereto that this Agreement shall continue in full force and
11 effect until all audit procedures and requirements as stated in this Agreement have been completed to
12 the review and satisfaction of COUNTY. CONTRACTOR shall bear all costs in connection with or
13 resulting from any audit and/or inspections including, but not limited to, actual costs incurred and the
14 payment of any expenditures disallowed by either COUNTY, State, or Federal governmental entities,
15 including any assessed interest and penalties.

16 If CONTRACTOR, through an audit by the STATE or COUNTY, is found to be in
17 violation of this contract which results in the recoupment of funds paid to CONTRACTOR, COUNTY
18 may, upon mutual consent between CONTRACTOR and COUNTY, enter into a repayment agreement
19 with the CONTRACTOR, with total monthly payments not to exceed twelve (12) months from the date
20 of the repayment agreement, to recover the amount of funds to be recouped. The monthly repayment
21 amounts shall be netted against the CONTRACTOR's monthly billing for services rendered during the
22 month. COUNTY reserves the right to forgo a repayment agreement and recoup all funds immediately.

23 **20. EVALUATION – MONITORING**

24 CONTRACTOR shall participate in a review of the program at least yearly or more
25 frequently, or as needed, at the discretion of COUNTY. The CONTRACTOR agrees to supply all
26 information requested by the COUNTY, DHCS, and/or the subcontractor during the program evaluation,
27 monitoring, and/or review.

1 COUNTY's DBH Director, or her designee, and DHCS or their designees shall monitor
2 and evaluate the performance of CONTRACTOR under this Agreement to determine to the best
3 possible degree the success or failure of the services provided under this Agreement. At the discretion
4 of the COUNTY, a subcontractor may be obtained by the COUNTY to independently evaluate and
5 monitor the performance of the CONTRACTOR. CONTRACTOR shall participate in the evaluation of
6 the program as needed, at the discretion of COUNTY.

7 COUNTY shall recapture from CONTRACTOR the value of any services or other
8 expenditures determined to be ineligible based on the COUNTY or State monitoring results. At the
9 discretion of the COUNTY, CONTRACTOR shall enter into a repayment agreement with the COUNTY,
10 with total monthly payments not to exceed twelve (12) months from the date of the repayment
11 agreement, to recover the amount of funds to be recouped. The monthly repayment amounts shall be
12 netted against the CONTRACTOR's monthly billing for services rendered during the month. COUNTY
13 reserves the right to forgo a repayment agreement and recoup all funds immediately.

14 **21. REPORTS – SUBSTANCE USE DISORDER SERVICES**

15 CONTRACTOR(S) shall submit all information and data required by State, including, but
16 not limited to the following:

- 17 A. Americans with Disabilities (ADA) – Annually, upon request by DBH,
18 CONTRACTOR(S) shall complete a system-wide accessibility survey in a format determined by DBH
19 for each service location and modality and shall submit an ADA Accessibility Certification and Self-
20 Assessment, including an Implementation Plan, for each service location; and
- 21 B. Culturally and Linguistically Appropriate Services (CLAS) - Annually, upon
22 request by DBH, CONTRACTOR(S) shall complete an agency CLAS survey in a format determined by
23 DBH and shall submit a CLAS Self-Assessment, including an Implementation Plan; and
- 24 C. Risk Assessment – Annually, upon request by DBH, CONTRACTOR shall submit
25 a Risk Assessment on a form and in a format to be provided by DBH. The Assessment must be
26 submitted to the COUNTY in hard copy as well as electronically by the due date set by COUNTY; and
- 27 D. Outcome Reports – CONTRACTOR shall submit outcomes reports as requested

1 and described in accordance with Exhibit K “Policy and Procedure Guide 1.2.7 Performance Outcome
2 Measures,” attached hereto and incorporated by reference. Outcomes reports and requirements are
3 subject to change at COUNTY’s discretion; and

4 E. Cost Reports – On an annual basis for each fiscal year ending June 30th
5 CONTRACTOR(S) shall submit a complete and accurate detailed cost report(s). Cost reports must be
6 submitted to the COUNTY as a hard copy with a signed cover letter and an electronic copy by the due
7 date. Submittal must also include any requested support documents such as general ledgers and
8 detailed electronic (e.g. Excel) schedules demonstrating how costs were allocated both within
9 programs, if provider has multiple funding sources (e.g. DMC and SAPT), and between programs, if
10 CONTRACTOR provides multiple SUD modalities (e.g. residential, detox, sober living, outpatient, etc.).
11 Provider shall maintain general ledgers that reflect the original transaction amounts where each entry in
12 their accounting records represents one-hundred percent (100%) of the total transaction cost and can
13 be supported with the original source documentation (i.e. receipts, bills, invoices, payroll registers, etc.).
14 Bank statements reflecting purchases are not original source documents and will not be accepted as
15 such. All costs found to not be supported by original source documentation will be disallowed. Total
16 unallowable costs shall be allocated their percentage share of the indirect Costs along with the
17 Contractor’s direct costs. All reports submitted by CONTRACTOR(S) to COUNTY must be typewritten.
18 COUNTY will issue instructions for completion and submittal of the annual cost report, including the
19 relevant cost report template(s) and due dates within forty-five (45) days of each fiscal year end. All
20 cost reports must be prepared in accordance with Generally Accepted Accounting Principles.
21 Unallowable costs such as those denoted in 2 CFR 200 Subpart E, Cost Principles, 41 U.S.C. 4304,
22 and the Center for Medicare and Medicaid Studies (CMS) Provider Reimbursement Manual (PRM) 15-
23 1, must not be included as an allowable cost on the cost report and all invoices. Unallowable costs
24 must be kept in the provider’s General Ledger in accounts entitled Unallowable followed by name of the
25 account (e.g. Unallowable – Food) or in some other appropriate form of segregation in the provider’s
26 accounting records. For further information on unallowable costs refer to regulations provided above. If
27 the CONTRACTOR(S) does not submit the cost report by the due date, including any extension period
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1 granted by the COUNTY, the COUNTY may withhold payment of pending invoices until the cost
2 report(s) has been submitted and clears COUNTY desk audit for completeness and accuracy. Once the
3 cost reports have been approved by the County, originally-executed signed certification pages attesting
4 to the accuracy of the information contained in cost reports shall be submitted to the County.

5 1) Drug Medi-Cal - A DMC cost report must be submitted in a format
6 prescribed by the DHCS for the purposes of Short Doyle Medi-Cal reimbursement of total costs for all
7 programs. CONTRACTOR(S) shall report costs under their approved legal entity number established
8 during the DMC certification process. Total units of service reported on the cost report will be
9 compared to the units of services entered by CONTRACTOR(S) into COUNTY's data system.
10 CONTRACTOR(S) will be required to correct discrepancies and resubmit to COUNTY prior to
11 COUNTY's final acceptance of the cost report.

12 2) OTHER FUNDING SOURCES – CONTRACTOR(S) will be required to
13 submit a cost report on a form approved and provided by the COUNTY to reflect actual costs and
14 reimbursement for services provided through funding sources other than DMC. Contracts that include a
15 negotiated rate per unit of service will be reimbursed for actual costs incurred (the sum of both direct
16 costs as defined in 2 CFR 200.413, and allocated indirect costs as defined in 2 CFR 200.414) not to
17 exceed the contract maximum. If the cost report indicates an amount due to COUNTY,
18 CONTRACTOR(S) shall submit payment with the report. If an amount is due to CONTRACTOR(S)
19 COUNTY shall reimburse CONTRACTOR within forty-five (45) days of receiving and accepting the
20 year-end cost report.

21 3) MULTIPLE FUNDING SOURCES – CONTRACTOR(S) with multiple
22 agreements for the same services (e.g. Outpatient, Residential) provided at the same location where at
23 least one of the Agreements is funded through DMC and the other funding is other federal or county
24 realignment funding will be required to complete DMC cost reports and COUNTY approved cost
25 reports. Such Agreements will be settled for actual allowable costs in accordance with Medicaid
26 reimbursement requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22,
27 and the State's Medicaid Plan. If an amount is due to CONTRACTOR(S) COUNTY shall reimburse
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1 CONTRACTOR within forty-five (45) days of receiving and accepting the year-end cost report.

2 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR(S)
3 agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit
4 settlement findings. DHCS audit process is approximately eighteen (18) to thirty-six (36) months
5 following the close of the State fiscal year. COUNTY may choose to appeal DHCS settlement results
6 and therefore reserves the right to defer payback settlement with CONTRACTOR(S) until resolution of
7 the appeal.

8 CONTRACTOR shall furnish to COUNTY such statements, records, reports, data, and
9 information as COUNTY may request pertaining to matters covered by this Agreement. All reports
10 submitted to the COUNTY must be typewritten.

11 In the event that CONTRACTOR(S) fails to provide such reports or other information
12 required hereunder, it shall be deemed sufficient cause for the COUNTY to withhold monthly payments
13 until there is compliance. In addition, the CONTRACTOR shall provide written notification and
14 explanation to the COUNTY within fifteen (15) days of any funds received from another source to
15 conduct the same services covered by this Agreement.

16 **22. PROPERTY OF COUNTY**

17 A. CONTRACTOR shall submit purchase invoices for the purchase of any fixed
18 assets with their monthly invoices. All purchases over Five Thousand and No/100 Dollars (\$5,000.00),
19 and certain purchases under Five Thousand and No/100 Dollars (\$5,000.00) such as fans, calculators,
20 cameras, VCRs, DVDs and other sensitive items as determined by COUNTY's DBH Director, or her
21 designee, made during the life of this Agreement shall be identified as assets that can be inventoried
22 and maintained in COUNTY's DBH Asset Inventory System. These assets shall be retained by
23 COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this
24 Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets
25 and shall be physically present when fixed assets are returned to COUNTY's possession at the
26 termination or expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all
27 COUNTY owned fixed assets, or the monetary value of said fixed assets if unable to produce the fixed
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1 assets at the expiration or termination of this Agreement.

2 B. The purchase of any equipment by CONTRACTOR with funds provided
3 hereunder shall require the prior written approval of COUNTY's DBH Director or her designee, shall
4 fulfill the provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's
5 services or activity under the terms of this Agreement. COUNTY's DBH Director or her designee may
6 refuse reimbursement for any costs resulting from equipment purchased, which are incurred by
7 CONTRACTOR, if prior written approval has not been obtained from COUNTY.

8 C. The terms and conditions described in this Section are not applicable to the
9 leasing of vehicles by CONTRACTOR with the funds provided under this Agreement.

10 **23. RECORDS**

11 A. RECORD ESTABLISHMENT AND MAINTENANCE –CONTRACTOR shall
12 establish and maintain records in accordance with State and Federal rules and regulations in addition
13 to those requirements prescribed by COUNTY with respect to all matters covered by this Agreement.
14 Except as otherwise authorized by COUNTY, CONTRACTOR shall retain all other records for a period
15 of ten (10) years from the finalized cost settlement process, or from the date of completion of any audit,
16 whichever is later.

17 B. DOCUMENTATION – CONTRACTOR shall maintain adequate records in
18 sufficient detail to make possible an evaluation of services, and contain all the data necessary in
19 reporting to the State of California and/or Federal agency. All client records shall be maintained
20 pursuant to applicable State of California and Federal requirements concerning confidentiality.

21 C. REPORTS – CONTRACTOR shall submit to COUNTY monthly fiscal and all
22 program reports as further described in Section Twenty-One (21) REPORTS – Substance Use Disorder
23 Services. CONTRACTOR shall submit a complete and accurate year-end cost report for each fiscal
24 year affected by this Agreement, following the end of each fiscal year affected by this Agreement.
25 CONTRACTOR shall also furnish to COUNTY such statements, records, reports, data, and information
26 as COUNTY may request pertaining to matters covered by this Agreement. All reports submitted by
27 CONTRACTOR to COUNTY must be typewritten.

1 D. SUSPENSION OF COMPENSATION – In the event that CONTRACTOR fails to
2 provide reports specified in this Agreement, it shall be deemed sufficient cause for COUNTY to withhold
3 payments until there is compliance.

4 E. CLIENT CONFIDENTIALITY – CONTRACTOR shall conform to and COUNTY
5 shall monitor compliance with all State and Federal statutes and regulations regarding confidentiality,
6 including but not limited to confidentiality of information requirements of 42 CFR § 2.1 et seq., Welfare
7 and Institutions Code §§ 5328, 10850 and 14100.2, Health and Safety Code §§ 11977 and 11812, Civil
8 Code, Division 1, Part 2.6, and CCR Title 22 § 51009.

9 **24. DATA SECURITY**

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

16 A. CONTRACTOR-OWNED MOBILE, WIRELESS, OR HANDHELD DEVICES

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

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

24 B. CONTRACTOR-OWNED COMPUTERS OR COMPUTER PERIPHERALS

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

4 C. COUNTY-OWNED COMPUTER EQUIPMENT

5 CONTRACTOR or anyone having an employment relationship with the COUNTY may
6 not use COUNTY computers or computer peripherals on non-COUNTY premises without prior
7 authorization from the COUNTY's Chief Information Officer, and/or designee(s).

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

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

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

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

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

1 **25. EHR CERTIFICATION**

2 CONTRACTOR shall obtain certification from the Certification Commission for
3 Healthcare Information Technology (CCHIT) for Security Access Control, Audit, and Authentication if
4 using a non-Avatar electronic health record (EHR) and shall provide a copy of the certification to
5 COUNTY. Additionally, CONTRACTOR shall recertify their EHR annually and provide a copy of the
6 recertification to COUNTY. CONTRACTOR shall ensure all employees who use an EHR other than
7 Avatar sign an Electronic Signature Agreement (See example, Exhibit L, "Electronic Signature
8 Agreement," attached hereto and incorporated by reference) and maintain a copy in the employee's
9 personnel file.

10 **26. COMPLIANCE WITH LAWS, POLICIES, AND RULES**

11 CONTRACTOR shall comply with all applicable rules and regulations set forth in CCR
12 Titles 9 and 22, and California Health and Safety Code § 11750 et seq., with the exception of
13 regulations waived by the Centers for Medicare and Medicaid Services and DHCS, as stated within the
14 DMC-Organized Delivery Service Special Terms and Conditions and the Intergovernmental Agreement.
15 CONTRACTOR shall comply with any other Federal and State laws or guidelines applicable to
16 CONTRACTOR's performance under this Agreement or any local ordinances, regulations, or policies
17 applicable. Such provisions include, but are not restricted to:

18 A. CONTRACTOR shall ensure that each beneficiary's ability to pay for services is
19 determined by the use of the method approved by COUNTY.

20 B. CONTRACTOR shall establish and use COUNTY's approved method of
21 determining and collecting fees from beneficiaries.

22 C. CONTRACTOR shall furnish beneficiary records in accordance with the
23 applicable Federal, State and local regulations and requirements, including in such records a treatment
24 plan for each beneficiary, and evidence of each service rendered.

25 D. CONTRACTOR shall submit accurate, complete and timely claims and cost
26 reports, reporting only allowable costs.

27 E. CONTRACTOR shall comply with statistical reporting and program evaluation
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1 systems as provided in State of California regulations and in this Agreement.

2 F. CONTRACTOR shall comply with requirements contained in the
3 Intergovernmental Agreement with DHCS by this reference incorporated herein, until such time that a
4 new Intergovernmental Agreement is established. Upon amendment of the Intergovernmental
5 Agreement, the terms of the amended Contract shall automatically be incorporated into this Agreement.

6 G. CONTRACTOR shall inform every beneficiary of their rights regarding Grievance
7 and Appeals as described in the Provider Manual, attached hereto and by this reference incorporated.

8 H. CONTRACTOR shall file an incident report for all incidents involving
9 beneficiaries, following the Protocol for Completion of Incident Report described in the Provider Manual,
10 attached hereto and by this reference incorporated.

11 I. In the event any law, regulation, or policy referred to in this Agreement is
12 amended during the term thereof, the parties hereto agree to comply with the amended provision as of
13 the effective date of such amendment. Exhibits will be updated as needed and no formal amendment of
14 this contract is required for new rules to apply.

15 **27. NON DISCRIMINATION PROVISION**

16 ELIGIBILITY FOR SERVICES – CONTRACTOR shall prepare, prominently post in its
17 facility, and make available to the DBH Director or her designee and to the public all eligibility
18 requirements to participate in the program funded under this Agreement. CONTRACTOR shall not
19 unlawfully discriminate in the provision of services because of race, religious creed, color, national
20 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital
21 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran
22 status as provided by State of California and Federal law in accordance with Title VI of the Civil Rights
23 Act of 1964 (42 USC § 2000(d)); Age Discrimination Act of 1975 (42 USC § 1681); Rehabilitation Act of
24 1973 (29 USC § 794); Education Amendments of 1972 (20 USC § 1681); Americans with Disabilities
25 Act of 1990 (42 USC § 12132); 45 CFR, Part 84; provisions of the Fair Employment and Housing Act
26 (California Government Code § 12900); and regulations promulgated thereunder (CCR Title 2, §
27 7285.0); Title 2, Division 3, Article 9.5 of the California Government Code commencing with section

1 11135; and CCR Title 9, Division 4, Chapter 6 commencing with section 10800.

2 A. EQUAL OPPORTUNITY – CONTRACTOR shall comply with California
3 Government Code, § 2990 and CCR Title 2, Division 4, Chapter 5, in matters related to the
4 development, implementation, and maintenance of a nondiscrimination program. CONTRACTOR shall
5 not discriminate against any employee or applicant for employment because race, religious creed,
6 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
7 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or
8 military or veteran status. Such practices include retirement, recruitment, advertising, hiring, layoff,
9 termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of
10 facilities, and other terms and conditions of employment. CONTRACTOR agrees to post in
11 conspicuous places, notices available to all employees and applicants for employment setting forth the
12 provisions of the Equal Opportunity Act (42 USC § 2000(e)) in conformance with Federal Executive
13 Order No. 11246. CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of
14 1973 (29 USC § 794).

15 B. SUSPENSION OF COMPENSATION – If an allegation of discrimination occurs,
16 DBH may withhold all further funds, until CONTRACTOR can show by clear and convincing evidence to
17 the satisfaction of DBH that funds provided under this Agreement were not used in connection with the
18 alleged discrimination.

19 C. NEPOTISM – Except by consent of the DBH Director or her designee, no person
20 shall be employed by CONTRACTOR who is related by blood or marriage to or who is a member of the
21 Board of Directors or an officer of CONTRACTOR.

22 D. NEW FACILITIES AND DISABILITY ACCESS – New facilities shall be
23 wheelchair accessible and provide access to the disabled, consistent with CCR Title 9, § 10820. If a
24 new facility will be utilized, a plan ensuring accessibility to the disabled must be developed. DBH shall
25 assess, monitor, and document CONTRACTOR's compliance with the Rehabilitation Act of 1973 and
26 Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended
27 recipients/beneficiaries of services are provided services without regard to physical or mental disability
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1 and that CONTRACTOR has provided a facility accessible to the physically disabled.

2 **28. COMPLIANCE**

3 CONTRACTOR(S) shall comply with all requirements of the "Fresno County Behavioral
4 Health Compliance Program Contractor Code of Conduct and Ethics" as set forth in Exhibit M. Within
5 thirty (30) days of entering into this Agreement with the COUNTY, CONTRACTOR(S) shall have all of
6 CONTRACTOR(S) employees, agents and subcontractors providing services under this Agreement
7 certify in writing, that they have received, read, understood, and shall abide by the requirements set
8 forth in Exhibit M. CONTRACTOR(S) shall ensure that within thirty (30) days of hire, all new
9 employees, agents and subcontractors providing services under this Agreement certify in writing that
10 they have received, read, understood, and shall abide by the requirements set forth in Exhibit M.
11 CONTRACTOR(S) understands that the promotion of and adherence to such requirements is an
12 element in evaluating the performance of CONTRACTOR(S) and its employees, agents and
13 subcontractors.

14 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
15 employees, agents and subcontractors providing services under this Agreement shall complete general
16 compliance training and appropriate employees, agents and subcontractors shall complete
17 documentation and billing or billing/reimbursement training. All new employees, agents and
18 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is
19 required to attend training shall certify in writing that he or she has received the required training. The
20 certification shall specify the type of training received and the date received. The certification shall be
21 provided to the COUNTY's Compliance Officer at 3133 N. Millbrook, Room 171, Fresno, CA 93703.
22 CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any penalty imposed upon
23 COUNTY by the Federal Government as a result of CONTRACTOR(S) violation of the terms of this
24 Agreement.

25 **29. COMPLAINTS**

26 CONTRACTOR shall log complaints and the disposition of all complaints from a
27 beneficiary or a beneficiary's family. CONTRACTOR shall provide a summary of the complaint log
28

1 entries concerning COUNTY-sponsored beneficiaries to COUNTY at monthly intervals by the fifteenth
2 (15th) day of the following month, in a format that is mutually agreed upon. CONTRACTOR shall post
3 signs informing beneficiary of their right to file a complaint or grievance. CONTRACTOR shall notify
4 COUNTY of all incidents reportable to state licensing bodies that affect COUNTY beneficiaries within
5 twenty-four (24) hours of receipt of a complaint.

6 Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored
7 beneficiaries, CONTRACTOR shall provide COUNTY with information relevant to the complaint,
8 investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective
9 action taken to resolve the complaint.

10 **30. CULTURAL COMPETENCY**

11 As related to Cultural and Linguistic Competence:

12 A. Compliance with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, and
13 45 CFR Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial
14 assistance from discriminating against persons based on race, color, national origin, sex, disability or
15 religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal
16 access and participation in federally funded programs through the provision of comprehensive and
17 quality bilingual services.

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

23 C. CONTRACTOR assurances that minors shall not be used as interpreters.

24 D. CONTRACTOR shall provide and pay for interpreting and translation services to
25 persons participating in CONTRACTOR's services who have limited or no English language
26 proficiency, including services to persons who are deaf or blind. Interpreter and translation services
27 shall be provided as necessary to allow such participants meaningful access to the programs, services
28

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

9 E. In compliance with the State mandated Culturally and Linguistically Appropriate
10 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to
11 COUNTY for approval, within 60 days from date of contract execution, CONTRACTOR's plan to
12 address all fifteen national cultural competency standards as set forth in the "National Standards on
13 Culturally and Linguistically Appropriate Services" (CLAS), attached hereto as Exhibit N, and
14 incorporated herein by this reference. County's annual on-site review of CONTRACTOR shall include
15 collection of documentation to ensure all national standards are implemented. As the national
16 competency standards are updated, CONTRACTOR's plan must be updated accordingly.

17 F. CONTRACTOR shall complete and submit county-issued CLAS self-assessment
18 annually. CONTRACTOR shall update CLAS plan as necessary.

19 **31. CLEAN AIR AND WATER**

20 In the event funding under this Agreement exceeds one hundred thousand dollars
21 (\$100,000.00), the CONTRACTOR must comply with all applicable standards, orders, or requirements
22 issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 506 of the Clean Water Act (33
23 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part
24 32).

25 **32. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

26 COUNTY and CONTRACTOR each consider and represent themselves as covered
27 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
28

1 104-191(HIPAA) and agree to use and disclose protected health information as required by law.

2 COUNTY and CONTRACTOR acknowledge that the exchange of protected health
3 information between them is only for treatment, payment, and health care operations.

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

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

13 **33. CHILD ABUSE REPORTING**

14 CONTRACTOR shall utilize a procedure acceptable to the COUNTY to ensure that all of
15 CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services
16 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the
17 agencies set forth in Penal Code § 11165.9. This procedure shall include having all of
18 CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services
19 under this Agreement sign a statement that he or she knows of and will comply with the reporting
20 requirements set forth in Penal Code § 11166. The statement to be utilized by CONTRACTOR for
21 reporting is set forth in Exhibit O, "Notice of Child Abuse Reporting," attached hereto and by this
22 reference incorporated herein.

23 **34. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

24 CONTRACTOR shall adhere to the requirement that no funds shall be used to carry out
25 any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug
26 unless the DHCS chooses to implement a demonstration syringe services program for intravenous drug
27 users.

1 **35. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

2 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or
3 managed care entity as defined in 42 CFR § 455.101 455.104, and 455.106(a)(1),(2).

4 In accordance with 42 CFR §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the
5 following information must be disclosed by CONTRACTOR by completing Exhibit P, "Disclosure of
6 Ownership and Control Interest Statement," attached hereto and by this reference incorporated herein.
7 CONTRACTOR shall submit this form to the Department of Behavioral Health within thirty (30) days of
8 the effective date of this Agreement. Submissions shall be scanned pdf copies and are to be sent via
9 email to DBHAdministration@co.fresno.ca.us attention: Contracts Administration.

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

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

14 2) Date of birth and Social Security Number for individuals.

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

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

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

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

26 E. The ownership of any subcontractor with whom CONTRACTOR has had
27 business transactions totaling more than twenty-five thousand dollars (\$25,000) during the 12-month
28

1 period ending on the date of the request; and

2 F. Any significant business transactions between CONTRACTOR and any wholly
3 owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period
4 ending on the date of the request.

5 G. Any person(s) with an ownership or control interest in CONTRACTOR, or agent
6 or managing employee of CONTRACTOR; and

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

10 H. The ownership of any subcontractor with whom CONTRACTOR has had
11 business transactions totaling more than twenty-five thousand dollars (\$25,000) during the 12-month
12 period ending on the date of the request; and

13 I. Any significant business transactions between CONTRACTOR and any wholly
14 owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period
15 ending on the date of the request.

16 **36. CHANGE OF LEADERSHIP / MANAGEMENT**

17 Any and all notices between COUNTY and CONTRACTOR(S) provided for or permitted
18 under this Agreement or by law, shall be in writing and shall be deemed duly served when personally
19 delivered to one of the parties, or in lieu of such personal service, when deposited in the United States
20 Mail, postage prepaid, addressed to such party.

21 In the event of any change in the status of CONTRACTOR's leadership or management,
22 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change.
23 Such notification shall include any new leader or manager's name, address and qualifications.
24 "Leadership or management" shall include any employee, member, or owner of CONTRACTOR who
25 either a) directs individuals providing services pursuant to this Agreement; b) exercises control over the
26 manner in which services are provided; or c) has authority over CONTRACTOR's finances.

27 **37. NOTICES**

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

3 <u>COUNTY</u>	<u>CONTRACTOR</u>
4 Director, Fresno County	See Exhibit A
Department of Behavioral Health	
5 1925 E Dakota Ave	
Fresno, CA 93726	

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

21 **38. SEPARATE AGREEMENT**

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

26 **39. GOVERNING LAW**

27 Venue for any action arising out of or related to this Agreement shall only be in Fresno
28

1 County, California.

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

4 **40. ENTIRE AGREEMENT**

5 This Agreement, including all Exhibits, COUNTY's RFP 20-042 and CONTRACTOR's
6 responses thereto, constitutes the entire agreement between the CONTRACTOR and COUNTY with
7 respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals,
8 commitments, writings, advertisements, publications, and understanding of any nature whatsoever
9 unless expressly included in this Agreement.

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

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4 See Exhibit A,

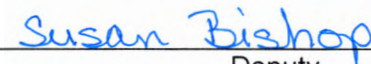
COUNTY OF FRESNO

5 

6 Ernest Buddy Mendes
7 Chairman of the Board of Supervisors of
8 the County of Fresno

9
10 ATTEST:

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

14
15 By: 
16 Deputy

17 FOR ACCOUNTING USE ONLY:

18 Fund/Subclass: 0001/10000
19 ORG No.: 56302081
20 Account No.: 7295

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TURNING POINT OF CENTRAL CALIFORNIA, INC.

Raymond R. Banks
(Authorized Signature)

Raymond R. Banks, Chief Executive Officer

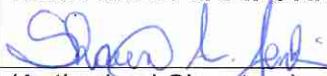
Print Name & Title

P.O. Box 7447

Visalia, CA 93290-7447

Mailing Address

1 WESTCARE CALIFORNIA, INC.

2 
3 (Authorized Signature)

4 Shawn A. Jenkins, Deputy COO
5 Print Name & Title

6 1900 D. Gateway Blvd suite 100

7 Fresno CA. 93727
8 Mailing Address

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Recovery Residences Services Vendor List

Vendor Name	Contact Information	Remit To:	Program Location
Turning Point of Central California, Inc.	Program Director: Jimmy Martinez Email: jmartinez@tpocc.org Phone: 559-233-0515 Ext. 5201	P.O. Box 7447 Visalia, CA 93290	Address: 2369 S. G Street, Fresno, CA 93721
Westcare California, Inc.	Program Director: Derrick Bressel Email: derrick.bressel@westcare.com Phone: 559-237-3420 Ext. 20367	1900 N. Gateway Blvd Fresno, CA 93727	Address: Men: 1388 E. Bulldog Lane Fresno, CA 93710 Women: 4605 E. Liberty Ave. Fresno, CA 93702

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
RECOVERY RESIDENCE
SCOPE OF WORK
ALCOHOL AND DRUG-FREE HOUSING

INTRODUCTION

The County of Fresno, Department of Behavioral Health (DBH) makes Recovery Residence (RR) available to adult males and females who are concurrently enrolled in a County-contracted Outpatient SUD treatment program or receiving medically necessary SUD recovery services. Contracted RR providers shall offer quality alcohol and drug-free housing in accordance with this scope of work and the DBH Guidelines for Recovery Residences/Transitional Housing. RR's are a supportive service to the substance use disorder (SUD) treatment continuum; therefore, providers that offer RR must be flexible with partnering and coordinating with treatment providers and other services which are part of the SUD treatment continuum.

RR providers must and meet or exceed Level One (1) NARR standards as described in Exhibit C of this Agreement.

The term "recovery residences" (RR) shall be deemed synonymous with sober living environment (SLE) and transitional housing (TH) for the purposes of this scope of work.

TARGET POPULATION

The target population includes adult male and female residents of Fresno County that meet one of the following criteria:

- The prospective resident has an intake appointment scheduled with a County-contracted outpatient SUD treatment provider (must be within 10 days of admission into the RR and confirmed by RR house manager or equivalent);
- The prospective resident is concurrently enrolled in a County-contracted outpatient SUD treatment program;
- The prospective resident successfully completed a County-contracted outpatient SUD treatment program (please see "the reimbursement" section of the scope of work for additional details); or
- The prospective resident is receiving medical necessary recovery services.

SERVICE EXPECTATIONS

Provider must conform with all state and local laws, be a nonprofit agency, and adhere to the Fresno County DBH Guidelines for Recovery Residences/Transitional Housing (Exhibit D).

Recovery Residence services must be in conformity and compliance with: (1) all local zoning and occupancy ordinances; (2) the County Master Agreement, which includes County policies and procedures; (3) 2 CFR part 225 "*Cost Principles for State, Local and Indian Tribal;*" *Governments;*" (4) 2 CFR Part 230 "*Cost Principles/or Non-Profit Organizations* and (5) Cultural and Linguistically Appropriate Services (CLAS) standards.

Providers must maintain a current fire clearance to operate a Recovery Residence and comply with all occupancy ordinances and procedures.

The RR provider must maintain a complete daily census of all residents and all statistical information required by Fresno County DBH, including but not limited to: (1) date participant began residing at the RR; (2) date outpatient treatment program and/or recovery services began and were completed; (3) date of County-approved RR extension(s); and (4) date of resident exit from RR. Refer to the Fresno County DBH Guidelines for Recovery Residences/Transitional Housing for additional documentation and reporting requirements. Provider must submit the census monthly with the RR invoice. In addition, the program must maintain complete records of services and provide all data necessary for reporting to the State of California, referral sources and the County, including wait list information.

All RR providers will be required to notify DBH within 24 hours of new admissions. DBH will review the request and approve or deny the admission in a timely manner based on community needs and availability of resources. All RR providers will also be required to notify DBH within 24 hours of any discharges.

REFERRALS, INTAKE AND ADIMSSION

Since RR facilities offer supportive services to clients concurrently participating in an outpatient program or actively receiving medically necessary recovery services, clients may either seek this service on their own or be referred by their treatment program. If the RR cannot accommodate an intake and admission appointment within three (3) days of initial contact, the provider will be required to facilitate an alternative DBH-contracted RR provider and document these efforts. If all DBH-contracted RR facilities are at capacity, the provider originally contacted must place the individual on their waitlist.

PROVIDER STAFFING

RR providers are required to operate in accordance with the Fresno County DBH Recovery Residence Standards & Guidelines. IN order to contract with DBH, the RR must demonstrate they're operating, at minimum, in a manner that's consistent with these standards, which require at least one compensated house manager position who must be accessible on an on-call basis 24 hours a day, 7 days a week. The house manager cannot be a current resident receiving services from the RR.

The minimum qualifications for the house manager are as follows:

- At least two years of sobriety (if in recovery);
- Have CPR certification;
- Trained in crisis intervention; and
- Trained in cultural competence, including but not limited to ethnicity, race, religious beliefs, gender identity and sexual orientation.

PROGRAM MONITORING

At minimum, the Department of Health Care Services (DHCS) and Fresno County DBH will conduct site reviews on at least an annual basis. In the event that services are deemed to be

recoupable as a result of these site reviews, recoupment will be made at the established day rate.

OUTCOMES AND REPORTING REQUIREMENTS

To determine effectiveness and efficiency of services provided, DBH will measure performance outcomes and/or results achieved. Providers will be required to submit measurable outcomes on an annual basis, as identified in the Department of Behavioral Health Policy and Procedure Guide (PPG) 1.2.7 Performance Outcomes Measures (see Exhibit X). Performance outcomes measures must be approved by DBH and satisfy all state and local mandates. DBH will provide technical assistance and support in defining measurable outcomes.

Providers will be required to submit all data and information required by the County, State, and/or Federal government. At a minimum, providers will be required to submit the following:

- Monthly waitlist;
- Cost reports;
- Monthly invoice and back-up documentation;
- Outcomes data.

LENGTH OF TREATMENT/REIMBURSEMENT

RR facilities shall provide alcohol and drug-free support for the maintenance of a clean and sober lifestyle. Fresno County recognizes that individuals residing in RR facilities need adequate time to re-establish their lives in recovery but are expected to actively work towards becoming self-sufficient. To allow for adequate recovery time and to encourage the resident's autonomy, DBH will implement a systematic reduction of reimbursement for RR services.

The minimum length of stay in a recovery residence shall be one (1) day and the maximum length shall not exceed 365 days. The County of Fresno will reimburse costs of RR services according to the following schedule:

From Day	Through Day	County Reimbursement	Resident's Share of Cost
1	180	100%	0%
181	210	75%	25%
211*	365	50%	50%
Treatment Completion**	365	25%	75%

*Residents who have **prior DBH approval** for a 30-day extension beyond 210 days, and **continue to be engaged in treatment**, are responsible to pay 50% of the rate. The County will reimburse costs at 50% of the rate for day 211 through the approved extension period(s), not to exceed 365 days. To qualify for continued reimbursement, provider must request extensions, in 30-day increments, one (1) week prior to the expiration of the initial 210 days and no less than one (1) week prior to the end of each 30-day extension period.

With **prior DBH approval, residents who successfully complete their outpatient treatment episode can obtain additional extensions, in 30-day increments, at the 25% County

reimbursement rate, not to exceed a total of 365 days from the original admission date if the program meets the following requirements:

- An extension request must be approved by County no less than one (1) week prior to Outpatient treatment completion; and
- The individual in a recovery residence must have a successful completion for the Outpatient treatment program, as defined by ADP Bulletin 10-04, "*Criteria for Discharging Treatment Clients using the CalOMS-Tx Completion Discharge Statuses*", as Code 1 or Code 2.

Residents without an approved extension will be eligible for County reimbursement for no more than one (1) day after the participant's completion of their outpatient treatment episode.


Residents who remain in the facility beyond the County-funded period must pay 100% of the daily rate.

The provider shall submit the request for extension to the assigned DBH Contracts Division - SUD Analyst via email at: SAS@co.fresno.ca.us.

Providers will be required to submit monthly cost reconciliation reports of actual expenditures as well as a general ledger and selected line item supporting documentation as described in SUD services bulletin 17-03 available at: <http://www.co.fresno.ca.us/home/showdocument?id=17148>. Documentation must be sufficient enough in detail to demonstrate that the costs are allowable, allocable, reasonable, and appropriate for the services provided.

DBH BRANDING AND COMMUNICATIONS REQUIREMENTS

DBH is in the process of developing standardized expectations for branding and communication for all Department of Behavioral Health programs, inclusive of programs operated by agencies contracted to deliver services on behalf of, and in partnership with, the Department. All decisions regarding DBH funded program naming, program branding, program marketing, program signage, program website/webpage, program brochures, program promotional materials and similar communications shall require advanced approval by the Department. When branding and communication standards are finalized, the Department will communicate them to all contracted partner agencies. Until that time, this RFSQ shall serve as notice that the successful respondent shall seek and obtain the Department's approval prior to commencing any branding, marketing or media communication of this contracted DBH program and shall conform to standardized requirements subsequent to their publication in the near future.

		RECOVERY RESIDENCE LEVELS OF SUPPORT			
		LEVEL I Peer-Run	LEVEL II Monitored	LEVEL III Supervised	LEVEL IV Service Provider
STANDARDS CRITERIA	ADMINISTRATION	<ul style="list-style-type: none"> • Democratically run • Manual or P&P 	<ul style="list-style-type: none"> • House manager or senior resident • Policy and Procedures 	<ul style="list-style-type: none"> • Organizational hierarchy • Administrative oversight for service providers • Policy and Procedures • Licensing varies from state to state 	<ul style="list-style-type: none"> • Overseen organizational hierarchy • Clinical and administrative supervision • Policy and Procedures • Licensing varies from state to state
	SERVICES	<ul style="list-style-type: none"> • Drug Screening • House meetings • Self help meetings encouraged 	<ul style="list-style-type: none"> • House rules provide structure • Peer run groups • Drug Screening • House meetings • Involvement in self help and/or treatment services 	<ul style="list-style-type: none"> • Life skill development emphasis • Clinical services utilized in outside community • Service hours provided in house 	<ul style="list-style-type: none"> • Clinical services and programming are provided in house • Life skill development
	RESIDENCE	<ul style="list-style-type: none"> • Generally single family residences 	<ul style="list-style-type: none"> • Primarily single family residences • Possibly apartments or other dwelling types 	<ul style="list-style-type: none"> • Varies – all types of residential settings 	<ul style="list-style-type: none"> • All types – often a step down phase within care continuum of a treatment center • May be a more institutional in environment
	STAFF	<ul style="list-style-type: none"> • No paid positions within the residence • Perhaps an overseeing officer 	<ul style="list-style-type: none"> • At least 1 compensated position 	<ul style="list-style-type: none"> • Facility manager • Certified staff or case managers 	<ul style="list-style-type: none"> • Credentialed staff

**FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
RECOVERY RESIDENCE
STANDARDS & GUIDELINES**

The Fresno County Department of Behavioral Health (DBH) has established the following standards and guidelines to ensure quality, safe, clean and effective recovery residences for individuals actively engaged in outpatient substance use disorder treatment or medically necessary substance use disorder (SUD) recovery services. DBH reserves the right to update these standards and guidelines as necessary to comply with regulation, align with the Department's principles and meet the needs of the population we serve.

The term "Recovery Residences" (RR) shall be deemed synonymous with sober living environment and transitional housing for the purposes of these standards and guidelines.

I. GENERAL REQUIREMENTS

- A. Documentation of legal business entity (e.g., incorporation, LLC documents or business license);
- B. Documentation that the owner/operator has current liability coverage and other insurance appropriate to the level of support;
- C. Written permission from the property owner of record, if the owner is other than the recovery residence operator, to operate a recovery residence on the property;
- D. A statement attesting to compliance with nondiscriminatory state and federal requirements;
- E. Written mission and vision statements that reflect a commitment to those served and identifies the population served which, at a minimum, includes persons in recovery from a substance use disorder;
- F. The RR must attest to the following:
 - 1. Electrical, mechanical, and structural components of the property are functional and free of fire and safety hazards;
 - 2. The residence meets local health and safety codes appropriate to the type of occupancy (e.g., single family or other) OR provide documentation from a government agency or credentialed inspector attesting to the property meeting health and safety standards; and
 - 3. Residents are oriented to emergency procedures.
- G. The RR attests that claims made in marketing materials and advertising will be honest and substantiated and that it does not employ any of the following:
 - 1. False or misleading statements or unfounded claims or exaggerations;
 - 2. Testimonials that do not reflect the real opinion of the involved individual;
 - 3. Price claims that are misleading;
 - 4. Therapeutic strategies for which licensure and/or counseling certifications are required but not applicable at the site; or
 - 5. Misleading representation of outcomes.
- H. RR staff must never become involved in residents' personal financial affairs, including lending or borrowing money, or other transactions involving property or services, except that the operator may make agreements with residents with respect to payment of fees;
- I. Prior to the initial acceptance of any funds, the RR must inform prospective residents of all fees and charges for which they will be, or could potentially be, responsible for; refund policies; and payment from third-party payers for any fees paid on their behalf. Additionally, prospective residents must be informed of their rights, services to be provided, recovery goals, relapse policies and policies regarding their personal property, including removal of personal property

- left at the RR. This information needs to be in writing and signed by the applicant;
- J. Use of an accounting system which documents all resident financial transactions such as fees, payments and deposits, and the ability to:
 1. Produce clear statements of a resident's financial dealings with the RR within reasonable timeframes;
 2. Accurately record all resident charges and payments; and
 3. Record payments made by third-party payers.
 - K. Staff and residents must treat neighbors and concerned parties with respect and interact with them as appropriate. Upon request, the RR must provide neighbors with the house manager's contact information and the house manager is responsible to respond to expressed concerns.

II. HOUSE MANAGER REQUIREMENTS

Overall supervision of each RR shall be adequate for the number of people in residence and the house managers must be accessible on an on-call basis 24 hours a day, 7 days a week.

- A. House managers must have the following qualifications:
 1. At least two years of sobriety (if in recovery);
 2. CPR certification (proof required);
 3. Training in crisis intervention (proof required); and
 4. Training in cultural competence (proof required).
- B. At a minimum, house managers are responsible for the safety of the premises and those who reside there. Additional responsibilities include:
 1. Collection of rent, if appropriate;
 2. Documentation and maintenance of records;
 3. Upholding RR rules, policies and procedures;
 4. Supervision of residents, as needed;
 5. Knowledge and dissemination of community resources;
 6. Maintenance of the RR inside and out; and
 7. Ensuring adherence to parking restrictions.
- C. If more than one house manager is appointed to the RR, a log or shift notes must be kept as a means of documenting incidents, if they occur.

III. STANDARDS OF OPERATION

The RR shall provide 24-hour safe housing, free from alcohol and other drugs, which shall include the following components:

- A. Through its policies, procedures and day-to-day operations, including recovery planning, the RR must promote autonomy and resident-driven length of stay;
- B. The RR must notify residents of prohibited items on the premises and the right to conduct a search for such items, as appropriate and necessary;
- C. The RR will hold weekly house meetings that all residents are required to attend. Sign-in sheets must be used to document attendance and retained by the RR;
- D. Residents shall engage in regular household activities such as cooking, laundry, housecleaning, and yard work;
- E. Residents shall be required to maintain their designated areas in a clean and orderly manner;
- F. A "common area" with adequate space for all current residents to assemble for social and/or other group activities;
- G. Each resident must always have adequate personal space with appropriate privacy, which

is defined by The Uniform Housing Code as follows:

1. At least one room in a dwelling unit must have 120 square feet.
 2. Other rooms must have at least 70 square feet (except kitchens).
 3. If more than two persons are using a room for sleeping purposes, there must be an additional 50 square feet for each additional person.
- H. The RR shall take appropriate measures to ensure that the personal property of each resident is secure;
- I. The RR shall establish and maintain a culture and environment that is welcoming and understanding to those they serve;
- J. All residents must have access to the RR at all times. The house manager may not close the RR at any time, unless there is a hazard or safety issue that warrants evacuation;
- K. All residents shall have access to a kitchen, refrigerator, stove, dining room, laundry facilities, restrooms and showers to ensure basic needs are met;
- L. A written description of the procedural processes regarding chores, assignment of roommates, and primary RR rules must be posted in a space that's accessible to every resident at all times;
- M. If the RR's policy allows smoking on the property, a smoking area shall be clearly designated in an outdoor space where smoke will not affect other residents or neighbors and complies with all local smoking rules/ordinances. Any and all litter generated in a designated smoking area must be cleaned up daily;
- N. In addition to outpatient treatment or recovery services, residents must be engaged in employment, education, volunteer work, active job search (for a defined period), or other approved daily activities conducive to the recovery process;
- O. The RR is responsible for ensuring neighborhood parking complies with town/city ordinances and is NOT intrusive to neighbors;
- P. RR providers are encouraged to have Naloxone accessible at each location, and appropriate staff are knowledgeable and trained in its use; and
- Q. Residents must share household expenses.

IV. PHYSICAL ENVIRONMENT

- A. Exit doors must be clearly marked;
- B. Heating and cooling units must be in working order and sufficient to keep residents comfortable at all times;
- C. Zoning conformance shall be maintained, possess all required permits and follow all minimum fire prevention requirements;
- D. Smoking of any kind shall not be permitted inside the building. All smoking materials must be disposed of safely and neatly outside the residence;
- E. Stoves and cooking areas must be kept clean and adequately maintained;
- F. Smoke detectors and fire extinguishers must be installed in accordance with the local Fire Marshal regulations and requirements;
- G. A bloodborne pathogen and at least one first aid kit must be located in a common area of the residence that all residents have access to at all times;
- H. Emergency exit routes, emergency telephone numbers and disaster plans shall be clearly posted in common areas and reviewed at least annually;
- I. Appropriate locks must be placed on all doors and windows;
- J. RR must be clean, safe, sanitary and in good condition at all times for the safety and wellbeing of participants, employees and visitors;
- K. The RR must be free from:
 1. Broken glass, filth, litter, or debris;
 2. Flies, insects, or other vermin;

3. Toxic chemicals or noxious fumes and odors;
 4. Exposed electrical wiring;
 5. Peeling paint or broken plaster; and
 6. Other health or safety hazards.
- L. The RR shall maintain all carpets and floors free from filth, holes, cracks, tears, broken tiles, or other safety hazards;
 - M. All outdoor and indoor passageways, stairways, inclines, ramps, open porches and other areas of potential hazard must be kept free of obstruction and lighted for the visibility and safety of all participants;
 - N. RR equipment and supplies must be stored in appropriate space and shall not be stored in space designated for other activities (i.e., chemicals for cleaning or pest control cannot be stored where food or clothing is stored);
 - O. Every resident must have adequate space to store their personal belongings.
 - P. The RR shall provide lamps or lights as necessary in all rooms and other areas to ensure the safety of all residents;
 - Q. Hot water faucets used by residents for personal care shall meet the following requirements:
 1. Hot water delivered to plumbing fixtures used by residents shall not be less than 105 degrees Fahrenheit (40.5 degrees Celsius) and not more than 130 degrees Fahrenheit (54.4 degrees Celsius); and
 2. Taps delivering water at 131 degrees Fahrenheit (54.9 degrees Celsius) or above must be prominently identified by warning signs.
 - R. All toilets, handwashing and bathing facilities must be maintained in safe and sanitary operating conditions; and
 - S. The RR shall provide each resident with an individual bed maintained in good condition, equipped with good springs and a clean mattress and supplied with pillow(s), linens and blankets, as appropriate, which are clean and in good condition. Bunk beds may be utilized provided they meet these requirements.

V. ELIGIBILITY FOR RESIDENCY

Eligibility shall be determined through a formal interview process conducted by the house manager of the RR. At a minimum, prospective residents must be willing to comply with and meet the following criteria:

- A. Residents must demonstrate willingness to be clean and sober by one of the following means:
 1. The prospective resident has an intake appointment scheduled with a County-contracted outpatient SUD treatment provider (must be within 10 days of admission into the RR and confirmed by the RR house manager);
 2. The prospective resident is concurrently enrolled in a County-contracted outpatient SUD treatment program;
 3. The prospective resident successfully completed a County-contracted outpatient SUD treatment program; or
 4. The prospective resident is receiving medically necessary recovery services.

Residents must possess a willingness and demonstrate the ability to comply with all admission requirements, RR rules, policies and procedures.

VI. ADMISSION AND DISCHARGE

- A. Prospective residents shall be interviewed and assessed by the house manager to determine

whether he or she is an appropriate fit for the living environment. The interviewer must make any and all attempts to ensure the prospective resident isn't a violent offender that poses a threat to any of the residents.

- B. If the interviewer has any concerns about the prospective resident, they must contact the referral source as a means of gathering information about the suitability of the prospective resident. In accordance with Title 42 of the Code of Federal Regulations and the Health Insurance Portability and Accountability Act, the RR must first obtain a release of information (ROI), as applicable. Referral sources can include, but are not limited to, substance use disorder treatment programs, the criminal justice system (probation/parole) and Fresno County treatment access points.
- C. As part of the admission process, individuals seeking to enter RR must agree to sign a ROI with their SUD treatment program and probation/parole as applicable, prior to residency. The ROI will allow designated RR staff to verify required attendance in outpatient SUD treatment or engagement in recovery services, and inquire about drug testing results.
- D. Prospective residents must disclose all prescription medications and have a minimum of a 7-day supply on hand prior to moving in. Prospective residents CANNOT be denied services based on prescribed medications.
- E. Copies of all policies, procedures, RR rules and expectations must be presented to the prospective resident during the interview process.
- F. The house manager must establish a file for each resident that includes admission and residency documents. Resident files must be kept on the premises at all times in a secured, locked file cabinet accessible only to the house manager.

VII. POLICIES AND PROCEDURES

Each RR shall have a current Policies and Procedures Manual that sets forth the rules, regulations, expectations, governance and grievance procedures. All residents shall be familiar with the policies and procedures contained in the manual and must sign an agreement to abide by them while a resident of the RR. Additionally, a copy of the Policies and Procedures Manual must be centrally located in a common area of the RR that's accessible to every resident at all times. The RR must provide residents with the opportunity to provide suggestions and feedback regarding the policies and procedures (e.g., a suggestion box).

DBH reserves the right to request copies of the program's policies and/or procedures at any time. At a minimum, the RR's Policies and Procedures Manual shall contain the following:

- A. A policy and procedure that ensures appropriate background checks (due diligence practices) are conducted for all staff who will have direct and regular interaction with residents;
- B. If the RR employs, contracts with or enters into a paid work agreement with residents, a policy must be in place to ensure the following conditions are met:
 1. Paid work arrangements are completely voluntary;
 2. Residents do not suffer consequences for declining work;
 3. Residents who accept paid work are not treated more favorably than residents who do not;
 4. All qualified residents are given equal opportunity for available work;
 5. Paid work for the operator or staff does not impair participating residents' progress towards their recovery goals;
 6. The paid work is treated the same as any other employment situation;
 7. Wages are commensurate with marketplace value and at least minimum wage;
 8. Paid work does not confer special privileges on residents doing the work;
 9. Work relationships do not negatively affect the recovery environment or morale of

the home; and

10. Unsatisfactory work relationships are terminated without recriminations that can impair recovery.
- C. The RR shall have a written admission and discharge procedure;
 - D. The RR shall have a written policy for discharge due to disciplinary reasons. The policy must include the grounds for potential discharge and discharge protocols that address the handling of personal property of residents, community re-entry supports such as a referral to affordable housing, a final accounting of monies paid by resident for rent, and information sharing through a release of information, if applicable;
 - E. The RR shall have a written policy for discharge due to successful completion of treatment. The policy must include a plan to transition the resident into independent living and integration into the community, handing of the personal property of residents, a final accounting of monies paid by resident for rent, and coordination with the substance use treatment program;
 - F. A policy that addresses weapons, alcohol and other drug use, and illegal activity by residents and staff. The policy must strictly prohibit the possession, and/or use of firearms, other weapons, alcohol and items containing alcohol, illegal drugs, illegal activities, erratic behavior due to being under the influence, and acts or threats of violence on the property. The occurrence of illegal activities must be reported to the local law enforcement agencies immediately. Residents will be terminated from the RR for such offenses and their SUD treatment provider will be notified. House managers found to have violated the policy may face immediate termination;
 - G. A policy addressing visitation including hours, terms of contact, visitation areas, visitor access, child visitation and monitoring;
 - H. A confidentiality policy stating the RR will protect the privacy of its residents and will not disclose confidential information without express written consent, except as required or permitted by law. Prior to the release of information, the house manager must ensure a completed ROI form is on file and covers the release of the specific information requested. The house manager shall also affirmatively inform residents of the privacy of information disclosed in meetings or other activities. Management shall remain knowledgeable of and obey all state and federal laws and regulations relating to confidentiality of records. Confidential information acquired during residency must be safeguarded from illegal or inappropriate use, access and disclosure, or from loss, unsecured maintenance of records or recording of an activity or presentation without appropriate releases. Forms will be provided to residents for the authorization to release information;
 - I. A policy regarding collection of resident's information. At a minimum data collection will protect the residents' identity, be used for continuous quality improvement, and be part of day-to-day operations and regularly reviewed by staff and residents (where appropriate);
 - J. A sexual harassment and verbal abuse policy that includes zero-tolerance of any behavior that is abusive, harassing or intimidating toward house manager, volunteers, residents or visitors;
 - K. Each RR must have a written policy regarding the use, storage and proper disposal of residents' prescribed medications. Medications must be properly secured by the resident at all times. The policy concerning the storage of medications does not apply to those medications, such as an asthma inhaler, to which medical necessity requires the resident to have immediate access. The RR shall not dispense medication but must ensure all residents store their medications securely;
 - L. A policy that addresses drug and alcohol testing as follows:
 1. Each RR shall have a written policy addressing specimen collection and shall maintain appropriate urinalysis equipment and/or access to an outside drug and alcohol testing service so that all residents may be tested at random to protect the safety and integrity of the RR and its residents;
 2. Parole, Probation or the Courts may impose and provide drug and alcohol

- 3. testing to the residents referred by the Courts and/or Probation; and
- 3. Positive drug tests of residents must be reported immediately to the resident's substance use disorder treatment provider, parole or probation officer, or to the courts, as applicable.
- M. The RR must have a policy and procedure to address the payment of rent and other expenses by residents, which must include acceptable methods of payment, due dates and potential actions the RR may take if rent and other expenses are not paid on time;
- N. The RR must have a specific policy addressing relapse and the actions taken by the house manager to address an incident of relapse; and
- O. A safety inspection policy that requires regular verification of:
 - 1. Functional smoke detectors in all bedroom spaces and elsewhere as code demands;
 - 2. Functional carbon monoxide detectors, if residence has gas HVAC, hot water or appliances;
 - 3. Functional fire extinguishers placed in plain sight and/or clearly marked locations;
 - 4. Regular, documented inspections of smoke detectors, carbon monoxide detectors and fire extinguishers; and
 - 5. Fire and other emergency evacuation drills take place regularly and are documented.
- P. A grievance and appeal policy (see section XI. GRIEVANCE AND APPEAL POLICY for more information).

VIII. OPTIONAL POLICIES OR PROCEDURES

Any optional policies or procedures the RR chooses to adopt shall be in the best interest of the residents, shall not be overly burdensome, and must be consistently applied to all residents.

IX. DOCUMENTATION/RECORD KEEPING

- A. The house manager shall maintain the following in all resident files:
 - 1. Resident's date of birth, emergency contact information, pertinent emergency medical information, list of current medications and pharmacy where prescriptions are on file, employer or school contact information;
 - 2. Name and contact information for the resident's SUD treatment provider and/or counselor;
 - 3. Documentation of current engagement in an outpatient treatment program or medically necessary services signed by the resident's substance use disorder treatment counselor;
 - 4. Documentation of employment, education, volunteer work, job search and other activities that support recovery;
 - 5. Any ROIs that are deemed necessary by the house manager;
 - 6. Incidents of relapse;
 - 7. Incidents of non-compliance with the RR's policies and procedures; and
 - 8. Record of rent and expenses paid, including copies of receipts provided to the resident, as appropriate, when rent and other expenses are paid.
- B. A resident sign-in sheet must be placed near the main entrance/exit of the residence. All residents must use the sign-in sheet when coming and going.

X. INCIDENT REPORTING

- A. An incident is any event which jeopardizes the health and/or safety of clients, employees, or members of the community. Incidents include, but are not limited to:
 1. All client deaths
 2. Attempted suicide (resulting in serious injury)
 3. Homicide or attempts at homicide
 4. Injury connected to services or at a service site (self-inflicted or by accident)
 5. Medical emergency connected to services or at a service site
 6. Violence, abuse or assault connected to services or at a service site (toward clients, other or property resulting in serious injury)
 7. Other (e.g., clients escaping from a locked facility, medication errors, etc.)
- B. All providers are required to complete the DBH Incident Report (Exhibit E), which must be signed by the RR staff member involved in or first notified of the incident as well as the house manager. If the house manager is the first staff member notified, they must sign in both sections. The house manager is responsible for ensuring the incident report is completed, signed, dated and submitted to sas@fresnocountyca.gov and DBHIncidentReporting@fresnocountyca.gov within 24 hours of the incident.
- C. All incident reports must be centrally located in a secure area and documented in each involved resident's file.
- D. The house manager will be responsible for reviewing incident reports to determine opportunities for improvement, if applicable.

XI. GRIEVANCE AND APPEAL POLICY

- A. RR must have a written grievance procedure. Residents must be provided grievance information during the admission process. The house manager will explain the grievance procedure clearly and, after this explanation and review, both the resident and the house manager will sign the grievance procedure acknowledgement form that will be maintained in the resident's file. The house manager will advise residents whether they have cause or not to file a grievance about any violation of their rights or organizational policies and procedures, but the resident may do so at their discretion. The house manager shall post the DBH grievance/complaint information at each RR, which includes the Notice to the Public Grievance/Complaint Process along with grievance forms and postage-paid envelopes. The house manager will provide necessary help and materials in order for the grievance form to be completed and properly submitted. If a grievance is made, DBH will address it as follows:
 1. Evaluate the grievance thoroughly and objectively;
 2. Assign an appropriate DBH staff member to investigate the grievance and obtain additional information, as needed;
 3. Provide written acknowledgement of the grievance request upon receiving/reviewing the grievance. Additionally, DBH will respond to the beneficiary in writing within 60 calendar days regarding the grievance final decision;
 4. If the problem is not resolved by the house manager or the resident is uncomfortable discussing the matter with the house manager, the resident may contact DBH to have their grievance handled directly by DBH Administration or contact DHCS to have their grievance addressed at the State level.
- B. All grievances will be filed and documented by DBH, including the final disposition and kept record of it in a central file. Fresno County does not restrict, discourage or interfere with residents who communicate with an attorney or other organizations for the purposes of filing or pursuing a grievance. DBH adheres to these standards to protect the welfare of the resident, house manager and the community at large.
- C. RR are required to maintain a log of internal grievances and submit the log to DBH as requested.

XII. OPERATIONAL CODE OF CONDUCT

The RR shall adopt the Fresno County Department of Behavioral Health Recovery Residence Code of Ethics (see Exhibit F), which states that operators and staff “shall value and respect each resident, and put each individual’s recovery strengths and needs at the forefront of all decision making.” Failure of any RR staff member to abide by these Code of Ethics shall result in termination of employment or termination of contract.

XIII. A CONFLICT OF INTEREST STATEMENT

No volunteer, agent, or resident is to attempt to secure privileges or advantages from any resident in the RR.

XIV. CONTINUITY OF CARE

In the event the RR discontinues services, the residents must be referred to another DBH-contracted RR prior to the date of discontinuing service.

XV. MONITORING REVIEWS

DBH will conduct monitoring reviews at each RR at least once per year, which will include on-site and administrative components. Reviews will be based on the guidelines and standards set forth in this document as well as the formal agreement between the RR and DBH. Contracted RR providers are expected to adhere any new standards created through future federal, state, or local legislation as well as changes to standards, required certifications, and oversight required by DBH.

- A. The on-site review will include, but is not limited to:
 - 1. A review of the RR quality and safety standards;
 - 2. Verification that the facility is a clean, safe alcohol and drug-free environment; and
 - 3. A review of client files for documentation related to intake documentation, confirmation of engagement in treatment, and participation in house activities.
- B. The administrative review will include, but is not limited to:
 - 1. Timely and accurate billing as well as other monthly report submissions;
 - 2. A review of resident lengths of stay to ensure billing is submitted with the proper rates and that the residency does not exceed 24 months;
 - 3. Current insurance certificates are on file; and
 - 4. A review of RR’s Policies and Procedures Manual.

**FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
RECOVERY RESIDENCE
CODE OF ETHICS**

House managers and other recovery residence staff shall value and respect each resident, and put each individual's recovery strengths and needs at the forefront of all decision making. To meet this obligation, we will adhere to the following principles:

1. Assess each potential resident's strengths and needs to determine whether the level of support available within the residence is appropriate. When needed, provide assistance to residents, including referrals to appropriate services and/or community partners.
2. Value diversity and practice non-discrimination.
3. Provide a safe, homelike environment that meets the Fresno County Department of Behavioral Health Recovery Residence Standards & Guidelines.
4. Maintain an alcohol and drug-free environment.
5. Honor each resident's right to choose their recovery path within the parameters defined by the residence organization.
6. Protect the privacy, confidentiality and personal rights of each resident.
7. Provide consistent and uniformly applied rules.
8. Provide for the health, safety and welfare of each resident.
9. Address each resident fairly in all situations.
10. Encourage residents to sustain relationships with professionals, recovery support service providers and allies.
11. Take appropriate action to stop intimidation, bullying, sexual harassment and/or otherwise threatening behavior of residents, staff and visitors within the residence.
12. Take appropriate action to stop retribution, intimidation, or any negative consequences that could occur as the result of a grievance or complaint.
13. Provide consistent, fair practices for drug testing that promote the residents' recovery and the health and safety of the recovery environment.
14. Provide an environment in which each resident's recovery needs are the primary factors in all decision-making.
15. Promote the residence with marketing or advertising that is supported by accurate, open and honest claims.
16. Decline taking a primary role in the recovery plans of relatives, close friends, and/or business acquaintances.
17. Sustain transparency in operational and financial decisions.

- 18. Maintain clear personal and professional boundaries.
- 19. Operate within the residence's scope of service, professional training and credentials.
- 20. Maintain an environment that promotes the peace and safety of the surrounding neighborhood and the community at large.

The Code of Ethics must be read and signed by all those associated with the operation of the recovery residence, including owners, operators, staff and volunteers.

Individuals subject to this code are obligated to report unethical practices according to the reporting rules set forth by the County of Fresno.

By signing below, I affirm that I have read, understand and agree to abide by this Code of Ethics.

Name (print): _____ **Title:** _____

Signature: _____ **Date:** _____

Name of Recovery Residence: _____

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

Exhibit G

Page 1 of 1

Cost Per Bed Day Slot
Recovery Residence Daily Rate (Budget)
January 1, 2020 through June 30, 2025

WESTCARE

Budget	July 1, 2020 - June 30, 2021	July 1, 2021 - June 30, 2022	July 1, 2022 - June 30, 2023	July 1, 2023 - June 30, 2024	July 1, 2024 - June 30, 2025
COUNTY CONTRACT (DBH)	\$711,691.00	\$732,422.00	\$763,025.00	\$795,392.00	\$829,951.21
CLIENT FEES	\$12,403.00	\$12,403.00	\$12,403.00	\$12,403.00	\$12,403.00
TOTAL	\$724,094.00	\$744,825.00	\$775,428.00	\$807,795.00	\$842,354.21
UNITS SERVED	25258.00	25258.00	25258.00	25258.00	25258.00
Fresno County Daily Rate	\$28.18	\$29.00	\$30.21	\$31.49	\$32.86

TURNING POINT

Budget	July 1, 2020 - June 30, 2021	July 1, 2021 - June 30, 2022	July 1, 2022 - June 30, 2023	July 1, 2023 - June 30, 2024	July 1, 2024 - June 30, 2025
COUNTY CONTRACT (DBH)	\$129,928.00	\$131,954.00	\$133,253.00	\$135,344.00	\$136,695.00
CLIENT FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$129,928.00	\$131,954.00	\$133,253.00	\$135,344.00	\$136,695.00
UNITS SERVED	3650.00	3650.00	3650.00	3650.00	3650.00
Fresno County Daily Rate	\$35.60	\$36.15	\$36.51	\$37.08	\$37.45

ELECTRONIC HEALTH RECORD SOFTWARE CHARGES

CONTRACTOR(S) understand that COUNTY utilizes NetSmart's Avatar for its Electronic Health Records Management. CONTRACTOR(S) agree to reimburse COUNTY for all user license fees for accessing NetSmart's Avatar, as set forth below.

Description	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
General Users					
Avatar Named User Hosting (per active user per month; every Avatar "active" log on ID is a named user)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
Avatar Named User Maintenance* (per active user per month)	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Cloud Hosting- Perceptive Disaster Recovery (per active user per month)	\$4.66	\$4.66	\$4.66	\$4.66	\$4.66
eRx Users					
Full Suite Prescriber (per active user per month; applicable to an active Prescriber user)	\$104.00	\$104.00	\$104.00	\$104.00	\$104.00
ePrescribing Controlled Substances Tokens (per active user per month; applicable to an active Prescriber user of Controlled Substances)	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Non-Prescribing User (per active user per month; applicable to an active Non-Prescriber user)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Reaching Recovery Users					
Reaching Recovery (per adult client/person served per year; applicable to adult treatment programs except contracted triage/CI, CSU or PHF)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
ProviderConnect Users					
Individual Subscription¹ (per user per month; applicable to provider-user whose claims are reviewed and posted by Managed Care)	\$41.25	\$41.25	\$41.25	\$41.25	\$41.25

Should CONTRACTOR(S) choose not to utilize NetSmart's Avatar for its Electronic Health Records management, CONTRACTOR(S) will be responsible for obtaining its own system for Electronic Health Records management.

¹Annual Maintenance increases by 3% each FY on July 1st.

~~*Includes 100 faxed pages per month. An additional fee of \$0.20 per faxed page will apply thereafter.~~

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:	

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - 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 a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters, pages 2 and 3 of this Exhibit. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder 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/eplis.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will 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.

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

Signature: _____

(Printed Name & Title)

Date: _____

(Name of Agency or Company)



Exhibit K
Department of Behavioral Health
Policy and Procedure Guide

PPG 1.2.7

Section: Administration, DBH Policies & Procedures

Effective Date: 05/30/2017

Revised Date: 05/30/2017

Policy Title: Performance Outcome Measures

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

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

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

REFERENCE: California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a)(1): State Oversight
DHCS Service, Administrative and Operational Requirements
Mental Health Services Act (MHSA), California Code of Regulations, Title 9, Section 3320, 3200.050, and 3200.120
Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

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

MISSION STATEMENT

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

Template Review Date 3/28/16



Exhibit K
2 of 5

Department of Behavioral Health

Policy and Procedure Guide

Section: Administration, DBH Policies & Procedures

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

PROCEDURE:

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



Exhibit K
3 of 5

Department of Behavioral Health

Policy and Procedure Guide

Section: Administration, DBH Policies & Procedures

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

ELECTRONIC SIGNATURE AGREEMENT

This Agreement governs the rights, duties, and responsibilities of _____
County in the use of an electronic signature in _____ County. The undersigned (I) understands that this Agreement describes my obligations to protect my electronic signature, and to notify appropriate authorities if it is stolen, lost, compromised, unaccounted for, or destroyed. I agree to the following terms and conditions:

I agree that my electronic signature will be valid for one year from date of issuance or earlier if it is revoked or terminated per the terms of this agreement. I will be notified and given the opportunity to renew my electronic signature each year prior to its expiration. The terms of this Agreement shall apply to each such renewal.

I will use my electronic signature to establish my identity and sign electronic documents and forms. I am solely responsible for protecting my electronic signature. If I suspect or discover that my electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then I will immediately notify the County Mental Health Director or his/her designee and request that my electronic signature be revoked. I will then immediately cease all use of my electronic signature. I agree to keep my electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

I will immediately request that my electronic signature be revoked if I discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. I understand that I may also request revocation at any time for any other reason.

If I have requested that my electronic signature be revoked, or I am notified that someone has requested that my electronic signature be suspended or revoked, and I suspect or discover that it has been or may be compromised or subjected to unauthorized use in any way, I will immediately cease using my electronic signature. I will also immediately cease using my electronic signature upon termination of employment or termination of this Agreement.

I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Requestor
Signature _____ Date _____
Requestor
Printed Name _____

Approver
Signature _____ Date _____

Title _____

FOR INFORMATION

FRESNO COUNTY BEHAVIORAL 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 behavioral health services. Behavioral 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, contractor's employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County DBH. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Behavioral Health Compliance Training 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 behavioral 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, beneficiaries, and other behavioral 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 behavioral 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.
12. Immediately contact the DBH Business Office inbox using the DBHADPBusinessOffice@fresnocountyca.gov and your assigned DBH analyst and report any overpayment.

FRESNO COUNTY BEHAVIORAL HEALTH PLAN
COMPLIANCE PROGRAM
2018 New Hire Behavioral Health Compliance Training
Acknowledgment and Agreement

I hereby acknowledge that I have completed the Mandatory New Hire Behavioral Health Compliance Training which provided information on Fresno County’s Behavioral Health Compliance Program and that I understand the contents thereof. I further acknowledge that I have received, read and understand Fresno County’s Compliance Program policy titled “Prevention, Detection, and Correction of Fraud, Waste and Abuse”. I agree to abide by the Code of Conduct, and all Compliance Program requirements as they apply to my responsibilities as a County employee, contractor/subcontractor, volunteer or student.

I understand and accept my responsibilities under this Acknowledgment and Agreement and understand that any violation of the Code of Conduct 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 these policies can result in disciplinary action, up to and including termination of my employment or contractual agreement with the County.

County Employees Only – Complete this Section

Full Name (printed): _____

Job Title: _____

Discipline (for licensed staff only): Psychiatrist Psychologist Substance Abuse Specialist
 LCSW LMFT NP RN LVN LPT

DBH Department: Adult MH Children MH Finance Division Managed Care
 Administration Substance Abuse Services Other: _____

Cost Center# _____ Program Name: _____

Supervisor Name: _____

Employee Signature: _____ Date: ___ / ___ / ___

Phone: _____

Contractors/Contractor Staff, Volunteers, Students only – Complete this Section

Agency Name (If applicable): _____

Full Name (Printed): _____

Discipline (Indicate below if applicable):

Licensed: Psychiatrist Psychologist LCSW LMFT NP RN LVN LPT
 MD

Unlicensed: Psychologist ACSW AMFT APCC Certified AOD Counselor
 Registered AOD Counselor Other _____

Job Title (If different from Discipline): _____

Signature: _____ Date: ___ / ___ / ___

Phone: _____

E-mail: _____

CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

CONTRACTOR shall adhere to and develop written procedures in accordance with the below standards adapted from the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care:

Culturally Competent Care:

1. Organizations must ensure that beneficiaries receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.
2. Organizations must implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
3. Organizations must ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Language Access Services:

4. Organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to beneficiaries with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
5. Organizations must provide to beneficiaries in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.
6. Organizations must assure the competence of language assistance provided to limited English proficient beneficiaries by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on the request of the beneficiary).
7. Organizations must make available easily understood beneficiary-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Organizational Supports:

8. Organizations must develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

9. Organizations must conduct initial and ongoing organizational self-assessments of CLAS related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, beneficiary satisfaction Assessments, and Outcomes-Based Evaluations.
10. Organizations must ensure that data on the individual beneficiary's race, ethnicity, and spoken and written language are collected in program records, integrated into the organizations management information systems, and periodically updated.
11. Organizations must maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.
12. Organizations must develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and beneficiary involvement in designing and implementing CLAS-related activities.
13. Organizations must ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by beneficiaries.
14. Organizations must regularly make available to the public information about their progress and successful innovations in implementing these standards and to provide public notice in their communities about the availability of this information.
15. Organizations must ensure communication regarding the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and general public.

CONTRACTOR shall develop written procedures in accordance with the above standards. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and PROVIDER(S) related to provision of alcohol and drug abuse treatment services for Fresno County residents, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned’s child abuse reporting requirements, “child abuse or neglect” includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child abuse report shall be made to any police department or sheriff’s department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Children and Family Services’ 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a “reasonable suspicion” means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

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) / Social Security Number	Telephone Number ()		

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list all names and addresses (primary, every business location, and P.O. Box address) of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

- | | | | |
|--|-------------------|------------------|---|
| <p>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?</p> <p>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?</p> <p>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)</p> | <p>YES</p> | <p>NO</p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> |
|--|-------------------|------------------|---|

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 (primary, every business location, and P.O. Box address) 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	DOB	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	DOB	ADDRESS	PROVIDER

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

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks Section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under "Identifying Information" specify in what capacity the entity is doing business as (DBA) (e.g. name of trade or corporation).

Item II - Self-explanatory

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest - is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest - is defined as ownership interest in an entity that has direct or hospital-based home health agencies, are not indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest - is defined as the operational direction or management of disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Item IV-VII - (Changes in Provider Status) For Items IV-VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Change in provider status - is defined as any change in management control. Examples of such changes would include; a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

Item IV - (A & B) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.