SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated August 5, 2025 and is between Mental Health Systems, Inc, (MHS) a non-profit corporation, ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County, through its Department of Behavioral Health (DBH), is in need of qualified agencies to operate an Adult Full-Service Partnership (FSP) Continuum of Care, including an FSP program, an Intensive Case Management (ICM) program, and an Outpatient (OP) program that provides comprehensive mental health, housing, employment support and community supports, depending on the level of care, to adults and older adults with a serious mental illness (SMI) or Serious Emotional Disturbance (SED).

B. County, through its DBH, is a Behavioral Health Plan (BHP) as defined in Title 9 of the California Code of Regulations (C.C.R.), Section 1810.226.

C. County, through its DBH, is in need for one qualified agency to provide Assisted Outpatient Treatment (AOT) and Community Assistance, Recovery, and Empowerment (CARE) Act services that connect individuals with specific mental health diagnoses with needed services and support coordinated and/or provided by county behavioral health departments under the oversight of a judge.

D. On March 18, 2025, the County released Request for Proposals ("RFP") No. 25-078 seeking three qualified Contractors for Adult Full-Service Partnership Continuum of Care programs with a per site capacity not to exceed 180 persons served. An addendum to the RFP was released on April 7, 2025 to provide a response to potential bidder questions and revising the Medi-Cal Fee For Service reimbursement rates. RFP 25-078 closed on April 17, 2025.

E. On March 17, 2025, the County released Request for Proposals ("RFP") No. 25-077 seeking one qualified Contract to operate an Adult Full-Service Partnership Continuum of Care and to provide AOT and CARE Act services. An addendum to the RFP was released on April 8, 2025 to provide a response to potential bidder questions and revising the Medi-Cal Fee For Service reimbursement rates. RFP No. 25-077 closed on April 18, 2025 with no bidders. The

County, through its DBH, approached a selected bidder of the Adult FSP Continuum of Care RFP to provide CARE Act and AOT services.

F. County has determined that Contractor is qualified and willing to operate an Adult Full-Service Partnership Continuum of Care, including FSP, OP and ICM levels and provide AOT and CARE Act services pursuant to the terms and conditions of this Agreement.

G. This Agreement will supersede Agreement No. 23-287 as amended by Agreement No. 24-594, Agreement No. 25-034, and Agreement No. 25-283.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this agreement, titled "Fresno County Department of Behavioral Health Scope of Work", Exhibit A1 to this agreement, titled "Fresno County Department of Behavioral Health Scope of Work – Assisted Outpatient Treatment", and Exhibit A2 to this agreement, titled "Fresno County Department of Behavioral Health Scope of Work – CARE Act".

1.2 Contractor shall also perform all services and fulfill all responsibilities as specified in County's Request for Proposal (RFP) issued under the name of Adult Full-Service Partnership Continuum of Care RFP No. 25-078 dated March 18, 2025 and Addendum No. One (1) to County's RFP No. 25-078 dated April 7, 2025 (collectively referred to herein as County's Revised RFP) and Contractor's response to County's Revised RFP dated April 8, 2025 all incorporated herein by reference and made part of this Agreement. 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 the Agreement, including all Exhibits; (2) to the Revised RFP; and (3) to the Response to the Revised RFP. A copy of County's Revised RFP and Contractor's response thereto shall be retained and made available during the term of this Agreement by County's Department of Behavioral Health (DBH) Plan Administration Division.

1.3 Contractor shall perform all services and fulfill all responsibilities related to AOT and CARE Act services as specified in County's Request for Proposal (RFP) issued under the name of Assisted Outpatient Treatment/CARE Act Continuum Services RFP No. 25-077 dated March 17, 2025 and Addendum No. One (1) to County's RFP No. 25-077 dated April 8, 2025 (collectively referred to herein as County's Revised RFP) all incorporated herein by reference and made part of this Agreement. 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 the Agreement, including all Exhibits and (2) to the Revised RFP. A copy of County's Revised RFP thereto shall be retained and made available during the term of this Agreement by County's Department of Behavioral Health (DBH) Plan Administration Division.

1.4 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.5 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations. Additionally, Contractor shall comply with laws, regulations, and requirements in Exhibit B to this agreement, titled "Fresno County Behavioral Health Requirements".

Article 2

County's Responsibilities

2.1 The County shall provide oversight and collaborate with Contractor, other County Departments and community agencies to help achieve program goals and outcomes. In addition to contractor monitoring of program, oversight includes, but not limited to, coordination with Department of Health Care Services (DHCS) in regard to program administration and outcomes.

2.2 County shall participate in evaluating the progress of the overall program, levels of care components, and the efficiency of collaboration with the Contractor staff and will be available to Contractor for ongoing consultation. County shall receive and analyze statistical

outcome data from Contractor throughout the term of contract. County shall notify the Contractor when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, persons served and staff surveys, chart reviews, and other methods of obtaining required information.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the Contractor agrees to receive compensation for the performance of its services under this Agreement as described in Exhibit C to this agreement, titled “Fresno County Department of Behavioral Health Financial Terms and Conditions”.

3.2 **Additional Fiscal Requirements.** The Contractor shall comply with all additional requirements in Exhibit C to this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on September 1, 2025 and terminates on June 30, 2028 except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least thirty (30) days before the first day of the next one-year extension period. The County’s DBH Director or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor’s satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:
Director, Department of Behavioral Health
County of Fresno
1925 E Dakota Avenue
Fresno, CA 93726

For the Contractor:
President and CEO Mental Health Systems, Inc.
9465 Farnham Street
San Diego, CA 92123

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation

requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

(A) Modify the services provided by the Contractor under this Agreement; or

(B) Terminate this Agreement.

6.2 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 **Economic Sanctions.** In accordance with Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals, the County may

terminate this Agreement if the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities. The County shall provide at least thirty (30) days advance written notice to the Contractor.

6.5 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.6 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance**. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits**. Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

8.2 **Survival.** This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds $10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

(E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Data Security

11.1 The Contractor shall be responsible for the privacy and security safeguards, as identified in Exhibit E, entitled "Data Security." To the extent required to carry out the assessment and authorization process and continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of any County data collected and stored by the Contractor, the Contractor shall afford the County access as necessary at the Contractor's reasonable discretion, to the Contractor's facilities, installations, and technical

capabilities. If new or unanticipated threats or hazards are discovered by either the County or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

Article 12

Disclosure of Self-Dealing Transactions

12.1 **Applicability.** This Article 12 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

12.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit F to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

12.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 13

Disclosure of Ownership and/or Control Interest Information

13.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities, fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.), Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

13.2 **Duty to Disclose**. Contractor must disclose the following information as requested in the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement, Exhibit G:

(A) Disclosure of Five Percent (5%) or More Ownership Interest:

(1) In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.

(2) In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.

(3) For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.

(4) For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)

(B) Disclosures Related to Business Transactions:

(1) The ownership of any subcontractor with whom Contractor has had business transactions totaling more than $25,000 during the twelve (12) month period ending on the date of the request.

(2) Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the five (5) year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

(C) Disclosures Related to Persons Convicted of Crimes:

(1) The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)

(2) County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last ten (10) years.

13.3 Contractor must provide disclosure upon execution of Contract, extension for renewal, and within thirty-five (35) days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.

13.4 Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

13.5 **Reporting**. Submissions shall be scanned pdf copies and are to be sent via email to DBHPlanAdministration@fresnocountyca.gov with a copy sent via email to the assigned DBH Contract Analyst. County may deny enrollment or terminate this Agreement where any person with five (5) percent or greater direct or indirect ownership interest in Contractor has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate this Agreement where any person with five (5) percent or greater direct or indirect ownership interest in the Contractor did not submit timely and accurate information and cooperate with any screening method required in C.F,R, Title 42, Section 455.416

Article 14

Disclosure of Criminal History and Civil Actions

14.1 Applicability. Contractor is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively referred to as "Contractor"):

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

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

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

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

(4) False statements or receipt of stolen property.

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

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

Contractor must sign a “Certification Regarding Debarment, Suspension, and Other Responsible Matters – Primary Covered Transactions” in the form set forth in Exhibit H. Additionally, Contractor must immediately advise the County in writing if, during the term of the Agreement: (1) Contractor becomes suspended, debarred, excluded or ineligible for participation in Federal or State funded programs or from receiving federal funds as listed in the excluded parties list system (http://www.epls.gov); or (2) any of the above listed conditions become applicable to Contractor. Contractor shall indemnify, defend, and hold 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.

Article 15

General Terms

15.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

(A) Notwithstanding the above, non-material changes to services, staffing, and responsibilities of the Contractor, as needed, to accommodate changes in the laws relating to service requirements, may be made with the signed written approval of County's DBH Director, or designee, and Contractor through an amendment approved by County's County Counsel and the County's Auditor-Controller/Treasurer-Tax Collector's Office. Said modifications shall not result in any change to the maximum compensation amount payable to Contractor, as stated herein.

(B) **Rate Modification.** In addition, changes to service rates on Exhibit C – Attachment A that do not exceed five percent (5%) of the approved rate, or that are needed to accommodate state-mandated rate increases, may be made with the written approval of the DBH Director, or designee, subject to applicable legislation, availability of funds and review of Contractor performance. These rate changes may not add or alter any other terms or conditions of the Agreement. Said modifications shall not result in any change to the annual maximum compensation amount payable to Contractor, as stated herein.

15.2 **Budget Modification.** Changes to Account/Line Item amounts, which, when aggregated, do not exceed ten percent (10%) of the total maximum compensation payable to Contractor for the entire contract term, may be made with the written approval of Contractor(s) and County's DBH Director or designee. Said modifications are subject to County's DBH review in accordance with the Budget Modification Request Guide available at https://www.fresnocountyca.gov/Departments/Behavioral-Health/Providers/Contract-Provider-Resources/Notifications-Associated-Documents.

15.3 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

15.4 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

15.5 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

15.6 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

15.7 **Days.** Unless otherwise specified, "days" means calendar days.

15.8 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

15.9 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

15.10 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

Contractor shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without use of any policy or practice that has the effect of

discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

15.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

15.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

15.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

15.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

15.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a

digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

15.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[*SIGNATURE PAGE FOLLOWS*]

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The parties are signing this Agreement on the date stated in the introductory clause.

Mental Health Systems, Inc.	COUNTY OF FRESNO
James Callaghan (Jul 17, 2025 08:04 HST)	
James C. Callaghan, CEO & President	Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno
9456 Farnham Street San Diego, CA 92123	**Attest:** Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California
	By: _____ Deputy

For accounting use only:

Org No.:
56304535 (FSP)
56304545 (ICM)
56304575 (OP)
56302833 (AOT)
56304537 (CARE ACT)

Account No.: 7295
Fund No.: 0001
Subclass No. 10000

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCOPE OF WORK

I. PROGRAM NAME

Mental Health Systems, Inc. Daring to Achieve Recovery Together (DART) West

II. BACKGROUND

The Contractor will operate an Adult Continuum of Care, including Full-Service Partnership (FSP), Outpatient (OP) and Intensive Case Management (ICM) levels of care services for adults (18 years of age and older).

The Contractor will work with adults and older adults who are experiencing a range of symptoms qualifying for Specialty Mental Health Services (SMHS), including those who have a serious mental disorder that is severe in degree and persistent in duration. As a result of the mental disorder the person has substantial functional impairments or symptoms, or a psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having substantial impairments or symptoms. Functional impairment may occur in the person's independent living, social relationships, vocational skills, or physical condition. FSP services are outpatient, and voluntary. Enrolled persons served may withdraw consent at any time.

Contractor will have a maximum capacity of 180 persons served, in the FSP level of care only, not a combination of FSP/OP/ICM, at each site which will provide sufficient capacity to serve persons currently enrolled in the Adult FSP programs with additional capacity to serve new persons while continuing to maintain a more intimate level of service to effectively stabilize persons served through engagement with the program. The total maximum capacity of all three levels of care is at the Contractor's discretion. Additionally, there is no required ratio between FSP, OP, and ICM total persons served.

Services will include comprehensive mental health, housing and other community-based supports to persons served with a serious mental illness (SMI)/serious emotional disturbance (SED) depending on the level of care. Contractor is expected to build the OP/ICM caseloads when stepping down FSP persons and serving significant support persons.

"Whatever it takes": Using any method necessary to engage a person served, determine their needs for recovery, and creating collaborative services and supports to meet those needs. Housing supports, especially immediate transitional housing, are considered high needs for this target population. An array of housing opportunities should be available and provided to the person served based on their need and level of recovery. Examples of housing options include: emergency housing, hotel rooms, transitional and supportive

housing and affordable apartments. The ultimate housing goal for each person served should be safe, affordable, and permanent housing. No one should be at risk of homelessness upon successful discharge from the FSP Program.

"Meeting the person served where they are": Being accessible and available to persons served at any time, meeting in a location convenient for them, communicating in a way that meets their cognitive and linguistic needs, and considering their stage of recovery when developing a treatment plan. Meeting persons served where they are also means tailoring services and approaches to align with the cultural identity of the person served. The term "culture" in this context, should not be limited to race and ethnicity, but should also extend to other cultural identities, including but not limited to: former foster youth, persons with disabilities, gender, LGBTQ persons, and persons with religious and spiritual affiliations.

III. TARGET POPULATION

The target population includes adults 18 years or older who meet specialty mental health criteria, present with severe impairment, or persons over 18 but under 21 with a diagnosable SED as set forth in the California Welfare and Institutions Code, section 5600.3 (a).

In addition, significant support persons involved in the well-being of the person enrolled in services may receive OP/ICM SMHS from this program, as clinically appropriate and medically necessary, while the identified person served is enrolled, to optimize the person's ability to reach wellness and recovery.

Persons served (including any significant support persons receiving SMHS) must be enrolled, disenrolled, and/or re-enrolled in the electronic health record (EHR) program listing that aligns with the level of care in which they are receiving services (either FSP, OP, or ICM), as that level changes.

I. Entry Criteria for FSP Level Services
Identified persons served shall meet the following criteria for FSP Level services:
   A. Persons shall meet Specialty Mental Health Services eligibility criteria as found in: https://www.dhcs.ca.gov/Documents/BHIN-21-073-Criteria-for-Beneficiary-to-Specialty-MHS-Medical-Necessity-and-Other-Coverage-Req.pdf
   B. Persons selected for participation in the Full-Service Partnership Service Category must meet the eligibility criteria based on age group as found in California Code, WIC 5600.3.
   C. Referrals to the FSP level of care shall be reviewed and approved by Fresno County DBH.

II. Entry Criteria for ICM and OP Level Services
Person served shall meet the following criteria for the ICM and OP services:
   A. Persons shall meet Specialty Mental Health Services eligibility criteria for ICM and OP as found in: https://www.dhcs.ca.gov/Documents/BHIN-21-073-Criteria-for-Beneficiary-to-Specialty-MHS-Medical-Necessity-and-Other-Coverage-Req.pdf

B. Persons for the ICM level of care present at a higher level of significant decompensation without an increased frequency of services. These persons do not fully meet FSP criteria.
C. Persons for the OP level of care, treatment focuses primarily on therapeutic appointments with occasional community case management services. Persons at this level of care have achieved some stability in their severe mental illness yet still require SMHS.

IV. DESCRIPTION OF SERVICES

I. Services Start Date: September 1, 2025

II. Summary of Services

Contractor shall provide a continuum of care, including the following three levels of care: FSP, ICM, and OP. The expectations for each level of care are detailed below.

A. For all levels of care:
1. Contractor must have the capability of supporting persons in need of substance use disorder treatment services in addition to specialty mental health services. Contractor must have an effective referral process and coordination of care process with county-contracted substance use disorder programs.
2. Provide appropriate age, culture, gender, sexual identity, and language services and accommodations for physical disabilities to persons served.
3. Make appropriate referrals and linkages to services that are beyond that of the Contractor's services. Contractor shall continue to coordinate services with any other community mental health, substance use disorder, and non-mental health providers as well as other medical professionals. Methods for service coordination and communication between Contractor and other service providers for each person served shall be developed and implemented consistent with Fresno County confidentiality rules.
4. Provide support to the family of the person served and other members of the person's social network to help them support the person in managing symptoms and illness and reduce family and social stress associated with the illness.
5. Assist person served/family with accessing all entitlements or benefits for which they are eligible (i.e. Medi-Cal, Supplemental Security Income (SSI), Section 8 vouchers, etc.).
6. Develop family support and involvement whenever possible.
7. Refer persons to supported education and employment opportunities, as appropriate.
8. Provide or link to transportation services to access necessary support services or gain entitlements or benefits.
9. Provide and claim for peer support activities, as appropriate.
10. Ensure that clinically appropriate Evidence-Based Practices (EBP) are utilized in service delivery.
11. Ongoing clinical assessment of the mental health and substance use disorder of the symptoms of the person served and response to treatment.

12. Provide services in the areas of medication evaluation, prescription, administration, monitoring, and documentation via in person or telepsychiatry, including all psychiatric medications that are considered the standard of care in management of serious psychiatric conditions.
13. Educate the person served regarding their mental illness and the effects (including side effects) of prescribed medications.
14. Provide symptom management skills and help the person served identify the symptoms and their occurrence patterns, and develop methods (internal behavioral, adaptive) to lessen their effects.
15. Provide, both planned and on an “as needed” basis, psychological support as is necessary to help person served accomplish their personal goals and cope with the stresses of day-to-day living.
16. Assist persons to locate appropriate housing in the community.
17. Provide training, instruction, support, and assistance to the person served in developing personal skills such as personal hygiene, housekeeping, money management skills, use of community transportation, and to locate, finance and maintain safe, clean and affordable housing.
18. Develop and support the participation of the person served in social interactions, including, when possible, recreational social activities, and relationships. Priority shall be given to supporting persons served in establishing positive social relationships in normative community settings.
19. Act to minimize the involvement of the person served in the criminal justice system.
20. Assist the person served, family and other members of their social network to relate in a positive and supportive manner.
21. Monitor service outcomes to determine if the person served has meaningful use of their time, stays in school, maintains employment, has reduced numbers of hospitalizations, incarcerations, and periods of homelessness. DBH will use State identified criteria for measuring these outcomes. The treatment services will be monitored to ensure appropriate service delivery and adherence to MHSA philosophies.
22. Provide comprehensive services, including intensive mental health treatment, rehabilitation, case management, and peer support with the goal of increasing adaptive functioning in the community and preventing unnecessary re-admissions to Institutes of Mental Disease (IMD), acute inpatient facilities, or other higher levels of care.
23. Assist the person served in accessing and participating in the employment and education programs offered in the community, as appropriate.
24. Assist persons served in accessing housing options and assist persons served in maintaining a stable residence by providing needed services, accessing resources, and encouraging persons served to be independent, productive, and responsible.
25. Services, publications, and buildings will be fully accessible to meet the physical and linguistic abilities of all persons served. Contractor must have the availability of language assistance for persons served when their language of choice is not available through existing staff. At a minimum, Contractor must offer interpreter services either in-person or through a contract with a language line provider.
26. Be responsible for developing a plan to continually engage targeted populations through outreach and engagement services. Contractor shall

distribute literature and informational brochures in appropriate languages and request feedback as to how access to care could be improved for the intended population. Contractor will be expected to collaborate with agencies that are recognized and accepted by the target population.

27. Deliver a comprehensive specialty mental health program. Contractor must ensure the following services are provided by appropriately credentialed staff:
    a. Assessment
    b. Care planning/Goal setting
    c. Psychiatry/Medication Support
    d. Individual/Family therapy
    e. Group therapy
    f. Targeted Case Management
    g. Peer Support Services
    h. Rehabilitation
    i. Intensive Care Coordination (for persons served under age 21)
    j. Intensive Home-Based Services (for persons served under age 21)
    k. Linkage to additional services and supports including medication services
    l. Contractor must ensure access to the following:
        i. Hospitalization/Post Hospitalization Support
        Crisis Intervention

B. Full-Service Partnerships (FSP)

Implementation of regulatory changes resulting from Proposition 1 are pending at this time. Those pending changes will include changes to the Full-Service Partnership level of care. Contracts will require amendments to align with new regulations and requirements. For the first year of the contract or until the contract is amended, the staffing shall be reflective of the high level of acuity and needs of this population. Typically, a person at this level of care would receive at least three (3) contacts per week, or as clinically appropriate, with most contacts being face-to-face/in-person unless individual person-centered clinical factors warrant another modality of service contact. Persons who do not require this frequency of contacts and in-person engagement are typically better suited for OP or ICM level of care. FSP contacts with person served may include, and are not limited to, individual and group rehabilitation, case management, peer support services, individual or group psychotherapy, and medication management. Clinical services may be delivered by a range of both licensed and non-licensed approved provider types, depending on the individual needs of the person served and the specific service to be delivered. Non-licensed provider types include: Associate Clinical Social Worker (ASW), Associate Marriage and Family Therapist (AMFT), and Associate Professional Clinical Counselor (APCC). The overall care of each person served must be directed by a licensed or waivered mental health professional who is a member of the multi-disciplinary treatment team, has met with the person served and remains sufficiently engaged with the person served to meaningfully direct treatment. The expected ratio of provider to person services is, on average,

1:15 and may be achieved through the variety of provider types on the multi-disciplinary team.

FSPs provide the full spectrum of community services necessary to attain the goals identified in each Individual Services and Supports Plan (ISSP), as well as any services that may be deemed necessary through collaborative planning between the County, the person served and/or their family to address unforeseen circumstances in the person's life that could be, but has not yet been, included in the ISSP. Each person served must have a Personal Services Coordinator (PSC) who acts as an ally and a "single point of responsibility" for the person served. The PSC is responsible for developing the ISSP with the person served. The ISSP must be updated every six (6) months, or as clinically appropriate.

The FSP program services shall be provided utilizing the FSP Service Delivery Model, as referenced in the FSP Toolkit available at: https://drive.google.com/drive/folders/1z9LeCiO9gswHdrohZkcjmTeOhxlk3dLc, for creating a team structure for comprehensive and coordinated services that support and promote recovery. The FSP Toolkit is intended to provide FSP supervisors and team members with written guidance to support the ongoing development of the programs and integration of practices. This publication series encompasses a Tool Kit for each age group in recognition of the programmatic differences that exist across the four age groups.

Contractor will adhere to FSP regulations, which can be found in their entirety in the California Code of Regulations, Title 9, Sections 3620, 3620.05 and 3620.10 which are available at: https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I4F8301404C6B11EC93A8000D3A7C4BC3&transitionType=Default&contextData=%28sc.Default%29.

FSP programs shall:

1. Be available to provide crisis assessment and intervention 24/7, including telephone and face-to-face in person contacts, as needed with a person known to the person served. FSP providers shall be responsive to persons served who may be admitted to emergency departments, crisis stabilization center, inpatient psychiatric facilities, or jail.
2. Provide whatever direct assistance is necessary and reasonable to ensure that the person served obtains the basic necessities of daily life, such as food, housing, clothing, medical and dental services.
3. Ensure that each FSP team member shall have access to an adequate amount of financial resources to make emergency purchases of food, shelter, clothing, prescriptions, transportation, or other items for person served, as needed, during regular working hours (and appropriate on-call hours). The team shall have access to larger flexible funding accounts for assistance with housing deposits, furniture purchases, and other items, with sound accounting practices for recording and monitoring the use of these

funds to prevent fraud, waste and abuse. Contractor will collaborate with County in detailed categorizing of all expenditures.

4. Assist the person served with establishing a payee or payee services, as needed. The FSP team may utilize person served assistance funds to assist person served with short-term loans or grants, as necessary. The team shall link persons served to appropriate social services, provide transportation as necessary, and link the person served to appropriate legal advocacy representation.

C. Intensive Case Management (ICM)
A person at this level of care would benefit from regularly scheduled case management and 1 to 2 mental health contacts per week. This can include but is not limited to individual therapy, group therapy, rehabilitation, case management, peer support services, and medication management. Minimum of one face-to-face contact per week (persons at this level need to be seen in-person to evaluate their functioning and Activities of Daily Living (ADLs).

D. Outpatient (OP)
Persons served at this level shall receive a minimum of one (1) contact per week with at least one (1) face-to-face contact per month. This can include but is not limited to individual therapy, group therapy, rehabilitation, case management, peer support services, and medication management. This level of treatment focuses primarily on therapeutic appointments for individual and group treatment as well as case management and medication services, as needed.

II. Location of Services

A. Services shall be provided at the following clinic location:
2549 West Shaw Avenue, Fresno CA 93711

In addition to this location, services for each level of care shall be provided primarily in field-based locations as determined to be appropriate for the Person Served.

B. FSP
FSP level services shall be primarily provided within the community as opposed to services being performed at traditional clinical offices to increase the likelihood of persons served accepting services, as some persons served may be reluctant to seek services provided in traditional mental health settings. FSP services can be delivered in the home, community, school, or other community-based settings as determined in collaboration with all relevant parties. Locations must provide easy access for the person served. Contractor should follow best practices and exercise clinical judgement to maintain confidentiality and will be responsible for obtaining any releases for disclosure to third parties necessary to gain access.

Telehealth, mobile services, and co-location in natural supports and gathering places for the intended population are additional options to increase the frequency of persons served obtaining needed services.

For office-based hours, Contractor must provide the hours of highest need for this target population. Contractor should have a plan for transportation or access to services for this target population. FSP services shall be delivered wherever the intended target population resides, throughout Fresno County.

C. ICM and OP
Contractor shall provide Field-based and/or Clinic-based service delivery for ICM and OP level services as needed. Contractor should have a written plan to explain how ICM and OP level services would be provided with the following understanding of the difference between Field-based and Clinic-based service delivery:

> Clinic-based service delivery means less than fifty percent (50%) of services are in the field. Field-based service delivery are services that do not occur through telehealth and do not occur in designated sites in which the contractor is afforded regular access. Designated sites shall be identified by Contactor within their written plan.

III. Hours of Operation
Standard Office hours are Monday-Saturday 7:00am-7:00pm.

There is also an after-hours schedule posted for the benefit of all persons served that has resources available 24 hours, 7 days per week.

IV. Schedule of Services
The hours of operation must ensure availability to persons served and their families, as needed. A minimum of eight (8) hours, five (5) days per week is required for routine operations. Should persons served or their family members require services during non-traditional office hours, Contractor will work to accommodate their needs in the most appropriate person-centered manner. Contractor shall provide accommodations for services outside of traditional business hours. The County strongly recommends the following standard office hours Monday through Saturday from 7:00 AM – 7:00 PM.

Additionally, Contractor shall be expected to temporarily extend office hours, as needed, to accommodate and improve timeliness of services as needed.

Contractor shall ensure that a Personal Services Coordinator (PSC), Case Manager, or other qualified person known to the FSP person served and/or their family is available to respond to the person served and their family 24 hours a day, 7 days a week to provide after-hours interventions (including weekends and holidays) as needed (other existing external resources such as 988, mobile crisis support, etc. will not suffice). Contractor shall provide a clinical response to

persons served in the FSP level of care when the person experiences a crisis outside of traditional business hours.

V. Length of Stay

Contractor shall ensure periodic evaluation of persons served for appropriate placement or movement to another level of care. Contractor shall coordinate with DBH to ensure continuing eligibility for persons served.

VI. Referral Sources and Referral Process:

While referrals can be made from various sources, approval of person served entry into the FSP program shall be made by the County. The County DBH will review and approve all referrals to the FSP level of care only. Contractor can receive and admit referrals for OP and ICM without DBH approval. If a person served is admitted to OP or ICM levels and is later determined to need FSP level of care, the provider must receive approval from DBH prior to moving the person served to the FSP level.

Contractor must ensure that referrals received are processed in a timely manner, with no waitlist for FSP services.

VII. Care Coordination/Transition Plan

A. Intake and Initial Assessment
Contractor shall follow their established plans to process referrals and begin the intake process within the timeliness standards outlined below, including a plan for outreach and engagement activities as needed.

For all levels of care, Contractor shall adhere to the timeliness standards set forth by the state and County's DBH. An initial mental health assessment shall be completed within a clinically appropriate timeframe. If the timeframe exceeds thirty (30) days, justification for this delay shall be clearly represented in the clinical documentation.

B. Transition and Discharge
Contractor shall ensure that transition and discharge procedures are supportive, minimally disruptive, and clinically appropriate.

Persons referred for services may be denied services if the referred person does not meet medical necessity for specialty mental health services or meets medical necessity for a mental health diagnosis that is not covered by the County's MHP. Persons who are determined to be ineligible for services shall be assessed and linked to the appropriate level of care.

Persons served shall be transitioned between levels of care within the program as clinically appropriate. Transitional supports shall be provided (i.e., a warm

handoff) to ensure that persons served are appropriately linked and engaged in services before terminating services from the program.

Discharge is determined on a case-by-case basis, as clinically appropriate. Reasons for discharge include: the person served, or caregiver refuses or terminates services; the person served is transferred to another program mutually agreed upon by the treatment team, person served (and their guardian, if applicable) agrees that the treatment goals have been met.

VIII. Level of Care/ Modality

Persons will be assigned to one of the following levels of care, as appropriate, upon completion of the intake/assessment:

A. Full-Service Partnership (FSP)

Persons served in the FSP level of care benefit from the “whatever it takes” approach to services, which focus on innovative “no fail” services. Persons at this level meet the State-defined FSP criteria and require higher intensity services to meet their needs. FSP has an increased focus on engagement, collaboration with the person served and stabilization to achieve mutually agreed upon treatment goals. Services at this level of care shall be accessible 24/7. A person at this level of care would receive at least three (3) contacts per week, or as clinically appropriate, with most contacts being face-to-face in-person unless individual person-centered clinical factors warrant another modality of service contact.

1. Maximum caseload: 1:15
2. Length of Stay
    a. Suggested length of stay is eighteen (18) to twenty-four (24) months, with the assigned provider evaluating the needs of each person served on an ongoing basis to ensure that the level of care is clinically appropriate.

B. Intensive Case Management (ICM)

Persons served in the ICM level of care benefit from regularly scheduled case management, individual rehabilitation and/or individual therapy. Persons served at this level receive a minimum of one (1) to two (2) mental health contacts per week with one of those contacts being face-to-face.

1. Caseload
    a. Suggested maximum caseload: 1:30 (Contractor and DBH will collaborate to adjust case load expectations for the population served, as needed)
2. Length of Stay
    a. Suggested length of stay is twelve (12) to twenty-four (24) months, with the assigned provider evaluating the needs of each person served on an ongoing basis to ensure that the level of care is clinically appropriate.

C. Outpatient (OP)
Persons served in the OP level of care benefit from therapeutic appointments for individual/group treatment, and case management and medication services, as needed. Persons served at this level receive a minimum of one (1) contact per week with at least one (1) face-to-face contact per month.

1. Caseload
   a. Suggested maximum caseload: 1:40 (Contractor and DBH will collaborate to adjust case load expectations for the population served, as needed)
2. Length of Stay
   a. Suggested length of stay is twelve (12) to eighteen (18) months, with assigned provider evaluating the needs of each person served on an ongoing basis to ensure that the level of care is clinically appropriate.

IX. Evidence-Based Practices (EBPs)
Contractor shall utilize evidence-based practices (EBPs) and interventions to offer clinically appropriate, unduplicated services and maintain fidelity to the program model, including provision of psychiatric services.

Contractor must be prepared to utilize EBPs throughout their programming as clinically appropriate, to employ harm reduction and strength-based approaches. Examples of EBPs include but are not limited to:

A. Motivational Interviewing (MI)
B. Seeking Safety (SS)
C. Cognitive Behavioral Therapy (CBT)
D. Dialectical Behavior Therapy (DBT)
E. Eye Movement Desensitization and Reprocessing (EMDR) Therapy

Other evidence-based practice models recognized as effective in improving functioning of the target population, and as befitting the Contractor's program vision may also be utilized if deemed appropriate.

X. County shall:
A. Assist Contractor's efforts to evaluate the needs of each person served on an ongoing basis to ensure that the level of care they are receiving is clinically appropriate.
B. Provide oversight and collaborate with Contractor and other County Departments and community agencies to help achieve State program goals and outcomes. Oversight includes, but is not limited to, contract monitoring and coordination with DHCS and/or other oversight agencies in regard to program administration and outcomes.
C. Assist Contractor in making linkages with the total mental health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
D. Participate in evaluating overall program progress and efficiency and be available to Contractor for ongoing consultation.

E. Gather outcome information from target person served groups and Contractor throughout each term of this Agreement. County shall notify Contractor when their participation is required. The performance outcome measurement process shall not be limited to survey instruments but will also include, as appropriate, person served and staff interviews, chart reviews, data analysis and other methods of obtaining required information. To comply with changing regulations, outcome and data tracking requirements are expected to change and County will inform and work with the Contractor to adapt throughout the term of this Agreement.
F. Assist Contractor's efforts toward cultural and linguistic responsiveness by providing technical assistance regarding cultural responsiveness requirements.

XI. Staffing

Contractor shall utilize appropriate staffing plans/patterns sufficient to deliver the necessary levels of services as described in their proposal. Clinical Supervisors and the clinical training program must meet the California Board of Behavioral Sciences and/or California Board of Psychology standards.

Contractor will be encouraged to hire and recruit those with lived experience including persons served or their family members that have previously received behavioral health services. Peer support services are required as part of the program design.

XII. Contractor shall:

A. Ensure staffing is appropriate for services needed at each level of care, including clinicians, rehabilitation specialists, case managers, therapists, peer support specialists, psychiatrists, and nurses.
B. Follow the projected team size and staffing pattern outlined in their proposal and defined in job classifications and responsibilities of each position including staff supervision responsibilities.
    1. Staffing shall include the following classifications:
        1. Team Leader/Program Director
        2. Licensed/Registered/Waivered Mental Health Clinician
        3. Personal Service Coordinator/Case Manager
        4. Certified Peer Support Specialist
        5. Registered Nurse, Licensed Vocational Nurse, or Nurse Practitioner
        6. Licensed Psychiatrist
C. Consider the linguistic and cultural needs of the community when recruiting for all positions, as well as personal and professional experiences.
D. Maintain an up-to-date caseload record of all persons enrolled in services, and provide person, programmatic, and other demographic information to the County.
E. Ensure Psychiatrist meets with persons served monthly at a minimum and be available during normal business hours and on-call during off-hour periods. This position may be subcontracted out.
F. Ensure each enrolled person served is assigned to a Personal Service Coordinator, meet the community needs, ensure no waitlists and keep referrals open at all times.
G. Require staff members working directly with persons served to provide outreach outside of the office setting and have the capacity to provide as many

contacts as needed with persons served to meet their recovery/resiliency and wellness goals.

H. Have a plan for how they will minimize staff turnover and cultivate staff retention. Contractor will also do salary market research to assure competitive salaries for positions to curb staff turnover.

I. Offer Peer Support resources:
MHSA funding incorporates a person served/family-focused peer support component that enhances bi-cultural and bilingual peer-centered services. Services will include but not be limited to: support groups, one-on-one assistance, linkages with a peer navigator, and support. The ISSP can include the use of Peer Support resources. Peer support services are Medi-Cal billable when the Peer Support Specialist has completed the County-approved Peer Support Specialist Training and has received their certification, and the designated supervisor has completed the County-approved Peer Support Supervisor training.

J. Ensure staff meet required trainings and training expectations.
Contractor's employees, volunteers, interns, and student trainees or subcontractors of Contractor, in each case, are expected to perform professional services per an agreement with County. Contractor will comply with the training requirements and expectations referenced in Exhibit B, Attachment D, Training Requirements Reference Guide.
Trainings are to be completed by Contractor's staff after contract execution, in a timely manner. Completion deadlines for trainings are listed in Exhibit B, Attachment D within the descriptions. Additionally, the execution of a new contract does not restart the timeline for required trainings for staff. If staff have recently completed a training under another contract, it will be accepted.

K. Provide a sufficient number of licensed staffing and manage assignment of persons served within the program to ensure that all services for persons with dual coverage are claimable (e.g. Medicare/Medi-Cal dually enrolled persons).

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCOPE OF WORK
ASSISTED OUTPATIENT TREATMENT

I. PROGRAM NAME

Mental Health Systems, Inc. Daring to Achieve Recovery Together (DART) West - Assisted Outpatient Treatment

II. BACKGROUND

On September 28, 2002, Assembly Bill (AB) 1421 established the Assisted Outpatient Treatment (AOT) Demonstration Project Act of 2002, known as Laura's Law, which provides civil court-ordered community treatment for individuals with a history of violence or repeated hospitalizations. AOT permits California Counties to utilize courts, probation, and mental health systems to address the needs of individuals unable to participate in community mental health treatment programs without supervision. On September 25, 2020, AB 1976 was chaptered into law amending the current legislation associated with AOT to require all California Counties to begin AOT implementation effective July 1, 2021. On September 30, 2021, Senate Bill (SB) 507 amended the current legislation to expand criteria for individuals who are qualified to be petitioned to receive court ordered AOT services. This law also repealed the sunset date of Laura's Law extending it indefinitely.

The California Department of Health Care Services (DHCS) required all counties to begin implementation of AOT services on July 1, 2021, with actual services to begin July 1, 2022. Fresno County DBH began the implementation process for AOT services during FY 2021-22, as required by the State.

DBH's intention is to be able to serve individuals who historically have refused voluntary treatment services and whose safety in the community continues to deteriorate as a result of their serious mental illness (SMI). The primary goal of AOT is to encourage the development of an ongoing positive relationship between the treatment team and the participant so that, in time, the person served engages in voluntary treatment.

AOT involves a process of determining whether an individual meets specific criteria [Welfare & Institutions Code (WIC) 5346] for court ordered outpatient treatment and monitoring specifically for those with severe and persistent SMI. AOT is a tool which utilizes a community-based service delivery model designed for individuals most at risk for the negative consequences of untreated SMI. AOT is a civil (not criminal) legal procedure. The goal is to help participants engage in treatment, not to punish them when they do not.

III. TARGET POPULATION

The target population for AOT is adult individuals for which referrals are submitted to

Fresno County DBH AOT Referral Team.

The typical characteristics of the target population include the following:

1. Having an untreated severe and persistent mental illness that severely affects the individual's ability to function in the community including, but not limited to mental health disorders such as bipolar disorder, schizophrenia, and/or schizoaffective disorder

2. Among common symptoms: paranoia, delusions, hallucinations, mania, depressive mood

3. Unable to participate in treatment voluntarily due to severe symptoms and severe lack of awareness of one's own illness (anosognosia)

4. Frequent emergency contacts

5. Homeless, or at risk of homelessness

6. Increased risk of victimization

7. Decompensating (grave disability)

8. Possible extensive history of psychiatric hospitalizations

9. Likelihood of co-occurring Substance Use Disorder (SUD)

10. Recent or past history of criminal justice involvement due to symptoms and SUD

11. Unmet 5150 threshold, despite significant distress

12. LPS conserved individuals may be considered, as appropriate, as part of transitional plan to a lower level of restrictive treatment and support

IV. DESCRIPTION OF SERVICES

A. Services Start Date:
Services shall start on September 1, 2025.

B. Summary of Services:
Contractor shall provide the following services as described herein in an individual centered, recovery oriented, trauma informed manner. Individuals shall be served with cultural humility and shall support the individual systematically (family support, physical health, housing, vocational services, etc.).

i. Education and Training

1. Ongoing training and education are critical components of AOT services provision.

2. Contractor shall develop a plan (approved by the Department) to identify the partners involved with AOT services, the type of trainings needed, resources, and means to inform stakeholders and making information on AOT services available. The plan must describe how and at what frequency training will be provided to mental health treatment providers and to other stakeholders in the community, including, but not limited to, law enforcement officials and certification hearing officers involved in making treatment and involuntary commitment decisions. The training will inform not just the AOT program design, but the process, eligibility, legal considerations, as well as public and system education, and service evaluation in conjunction with the Department.

3. The plan shall inform stakeholders what AOT is and is not, the eligibility criteria for AOT in Fresno County, the referral process in Fresno County, and alternative resources (information on SUD treatment services, housing services, crisis, and other supports). General public information shall be available as collateral materials with approval from the Department for use (such as brochures, flyers, and other specific materials in the County's threshold languages).

4. DHCS requires that the training must include the following:
    a. Information relative to legal requirements for detaining a person for involuntary inpatient and outpatient treatment, including criteria to be considered with respect to determining if a person is considered to be gravely disabled.

    b. Methods for ensuring that decisions regarding involuntary treatment as provided in AOT, directs individuals toward the most effective treatment. Training shall include an emphasis on each individual's rights to provide informed consent for assistance.

ii. Assertive Outreach and Engagement (AOE)

1. The Contractor shall provide AOE to all individuals for whom a referral for AOT has been received. The goal is to motivate the individuals to engage into voluntary services before any legal proceedings need to be implemented. DBH's definition of Assertive Outreach and Engagement is the following:

    a. Outreach attempts that are persistent, thorough, and are sensitive to readiness and present stage of change and acknowledges that individuals might not be ready to engage with the system of care. Attempts are specific and tailored to the individual and may include attempts to visit

the individual's residence, or other places the individual is known to frequent such as places of work, leisure, or worship, including other places such as encampments or informal places a person may frequent. Outreach may include consulting with wellness centers, crisis centers/programs, local inpatient units, previous providers, homeless shelters, jails, and other agencies to determine if the individual has been seen at those locations or in the community. All efforts and types of attempts are specific to the individual, are clinically based (not protocol-based), are person centered and are clearly documented in the chart. The individuals should be encouraged to accept services and supports that they perceive as beneficial and will be the driving force in planning in their recovery process respecting the stages of change.

2. AOE services shall be initiated immediately upon receiving an approved referral from DBH that has been triaged and vetted to be an appropriate referral for possible AOT. Every effort at fostering engagement should occur prior to the initiation of the AOT petition process. For CARE Act, AOE services shall begin immediately upon receipt of order from the court.

    a. The Contractor will have up to thirty (30) days to provide AOE services prior to initiating the AOT Petition Processing steps. On a case-by-case basis, the Contractor may opt to provide an additional 30 days of AOE services if in their clinical judgment the person served may be considering the possibility for voluntary services prior to initiation of a AOT petition. The Contractor may opt to provide two additional 30 day extensions of AOE services, for a total of no more than 90 days of AOE services.

    b. Engagement is the foundation of continued program involvement and continued program involvement is a key aspect to success. This service shall be provided directly by different members of the Contractors' treatment team, through direct contact with the person served. Services shall be delivered in a culturally and linguistically appropriate manner. The services shall be provided through direct face-to-face contact with the individual and when appropriate their family/support. Due to the importance of engagement, it is a prominent part of all levels of service. The importance of engagement is increasingly vital before an individual has accepted services and during the initial stages of service. Individuals who may be referred for AOT and/or CARE Act services will likely be ambivalent to accept services or to be

involved with the program, so it is the task of the program to work to engage these individuals. This may be accomplished by, and not limited to, allowing the referred individual the opportunity to visit the program, to meet with various members of the team, learn about the services, understand the program benefits, and to move at their own pace while being provided culturally appropriate outreach as needed.

c. The AOT program is voluntary and as such it becomes the task of the program to engage the individual as well as to assist the individual in discovering the value of participating in services. The Contractor shall follow the “whatever it takes” model in engaging persons served. This may often require multiple contacts with an individual at a variety of community settings to create a level of trust with the individual. The goal of engagement is to assist the individual in exploring the benefits of participating in the program. Some may be initially hesitant to accept services, but after a period of attempted engagement an individual may agree to partial services. An individual’s agreement to partial services is acceptable and additional services will continue to be offered. This agreement to partial services is viewed as an opportunity to continue to engage the individual. The Contractor must understand that some are hesitant, due to a number of factors, to readily embrace the program and often require additional engagement time and/or attempts before fully accepting all offers of support.

d. The choice of service acceptance is always the individual’s prerogative, and the responsibility of the program is to assist them in understanding the values of the variety of services. The Contractor shall meet the individual where they are with a culturally sensitive approach and with full understanding that an individual’s willingness to participate in a program can change.

iii. Petition Processing

1. Qualified Petitioners: Per WIC 5346(b)(2), only the following are considered a “qualified party” to be able to submit a referral for possible AOT petition:

    a. A person 18 years of age or older with whom the person who is the subject of the petition resides

b. A person who is the parent, spouse, or sibling or child 18 years of age or older of the person who is the subject of the petition

c. The director of a public or private agency, treatment facility, charitable organization, or licensed residential care facility providing mental health services to the person who is the subject of the petition in whose institution the subject of the petition resides

d. The director of a hospital where the person subject of the petition is hospitalized

e. A licensed mental health treatment provider who is either supervising the treatment of, or treating for a mental illness, the person who is the subject of the petition

f. A peace officer, parole officer, or probation officer assigned to supervise the person who is subject of the petition

g. A judge of a superior court before whom the person who is the subject of the petition appears

h. With the passage of SB 317, community-based programs working with incarcerated individuals who are deemed Misdemeanor Incompetent to Stand Trial (MIST) are considered an appropriate referral source for an AOT petition. Courts reviewing MIST individual cases can also make referrals to AOT if the court has determined that they are ineligible for mental health diversion.

2. Investigation

a. While AOE services are provided, the Contractor shall be responsible to simultaneously conduct an investigation to determine if the individual in question meets the criteria for an AOT petition. Documentation that will be used with the petition submittal shall be gathered at this time. If the individual continues to refuse to engage and meets criteria, the Contractor shall generate the AOT petition, which must be signed by the DBH Director, or designee, and then be submitted to the Court. It should be noted the DBH Director, or designee, can only file an AOT petition if there is a reasonable likelihood that the elements can be proven by clear and convincing evidence. Once evidence is confirmed, the provider shall notify the DBH Director, or designee, that a petition can be filed.

3. Petition

a. The petition shall be signed and submitted by the DBH Director, or designee, to the Fresno County Superior Court and shall be

accompanied by an affidavit of the Contractor's licensed mental health treatment provider, as designated by the local mental health director, who shall state, if applicable, either of the following:

i. That the licensed mental health treatment provider has personally examined the person who is the subject of the petition no more than 10 days prior to the submission of the petition, the facts and reasons why the person who is the subject of the petition meets the criteria in subdivision (a), that the licensed mental health treatment provider recommends assisted outpatient treatment for the person who is the subject of the petition, and that the licensed mental health treatment provider is willing and able to testify at the hearing on the petition.

ii. That no more than 10 days prior to the filing of the petition, the licensed mental health treatment provider, or designee, has made appropriate attempts to elicit the cooperation of the person who is the subject of the petition, but has not been successful in persuading that person to submit to an examination, that the licensed mental health treatment provider has reason to believe that the person who is the subject of the petition meets the criteria for assisted outpatient treatment, and that the licensed mental health treatment provider is willing and able to examine the person who is the subject of the petition and testify at the hearing on the petition.

b. The individual who is the subject of the petition shall have the right to be represented by counsel at all stages of an AOT proceeding once it has commenced. If the person so elects, the court shall immediately appoint the public defender or other attorney to assist the person in all stages of the proceedings. The individual shall pay the cost of the legal services, if able.

4. Petition Review

a. The court shall review the submitted AOT petition to determine if there is sufficient evidence to proceed to a hearing. If necessary, the Court may order that the respondent (person described in the petition) be evaluated.

iv. Court Hearings/Processes

1. There are several stages to the court processes for AOT. The Contractor shall be responsible to assist the individual through each stage.

a. Pre-Hearing

    i. If the AOT petition is deemed valid and the Court decides to proceed with the case, the Court shall set a date for the hearing. If the petition is not contested, the hearing shall be set within five (5) court days of receiving the petition.

b. Court Hearing and Due Process Requirements

    i. The individual subject to the AOT petition is entitled to full due process protections. It is the responsibility of the petitioner to convince the judge (or person representing the court) that the respondent meets the AOT commitment criteria. In other words, the “the burden of proof” is on the petitioner. Experts, including psychiatrists and/or other licensed mental health professionals, shall provide testimony in support or opposition to the petition. If the evidence is “clear and convincing,” the judge may order the person to receive involuntary treatment for a period of time called “commitment” during which FSP continuum treatment services will be provided to the individual.

c. Court Settlement Process
    i. If an individual elects to voluntarily engage in services after an AOT petition is officially filed, a Settlement Agreement will need to be written. It is still considered a legal court order, but identifies the individual is willingly agreeing to services. Court reports are still required every 60 days for as long as the Settlement Agreement is valid.

d. Court Progress Reports

    i. The Contractor’s team shall present regular progress reports or status summaries, to the court at a timeline to be determined by the judge, but no less than every sixty (60) days. Prior to the expiration of the period of court ordered AOT services (commitment), the treatment team shall decide whether to request the court to extend the period of court-ordered services. The court must find clear and convincing evidence that the person meets criteria before it can order the person to continue receiving court ordered AOT services.

    ii. The length of time a person is required to participate in AOT services will vary from person to person. The Contractor’s treatment team may recommend dismissal of the individual’s case at any time prior to the expiration of

the court order if it is determined that the person will voluntarily consent to treatment. The treatment team may let the commitment period expire without requesting a continuation or they can also request a period of an additional 180 days.

v. Treatment Services

If AOT services are court-ordered, the individual will be assigned to the Contractor's FSP Program, as described herein in Exhibit A1.

The Contractor shall provide comprehensive mental health services, including housing and community supports, to their AOT-specific individuals. The FSP treatment services will encompass a unified team approach, in which the provider shall commit to do "whatever-it-takes" and "meet the individual where they are" to assist them in achieving their personal goals related to recovery, avoiding incarceration, and addressing homelessness or housing needs. The individual will be encouraged to actively participate in the establishment of goals and objectives, with specific criteria for evaluating progress toward meeting those goals and objectives. All FSP services shall follow all terms and conditions provided for within this agreement.

vi. Medications

Most individuals who will be engaged in AOT services will require medications while receiving FSP treatment services; however, the provider cannot force medications on any individual receiving court ordered AOT services.

C. Location of Services:

Services shall be provided where the individual is (e.g., home, community-based location, or court). Telehealth, mobile services, and co-location in natural supports and gathering places for the intended population are additional options to increase the frequency of individuals obtaining needed services, but in-person services are optimal.

D. Hours of Operation:

The hours of operation for the AOT services will coincide with the FSP contract's existing office hours. The hours of operation must ensure availability to individuals and families, as needed. A minimum of eight (8) hours, five (5) days per week is required. Should individuals/family members require services during non-traditional office hours, Contractor will work to accommodate them in the most appropriate manner. Contractor shall provide details of business hours made available outside of traditional business hours.

The hours of operation for the Assertive Outreach and Engagement (AOE) services shall be made available at all times of the day. The intention for AOE services is to engage those typically unwilling to be engaged; therefore, the providers need to be available any time of the day, whenever the individual may be ready to engage. The Contractor shall have a plan to detail 24/7 coverage and support, as appropriate for the individuals served.

E. Referral Sources and Referral Process:

All referrals for AOT services shall be sent directly to DBH for initial review. DBH shall triage and vet the information provided by the referring party. DBH will review for appropriate criteria to support a petition for AOT services. Once fully vetted, DBH will send the approved referral to the Contractor.

F. Care Coordination/Transition Plan:

Once an individual has successfully completed their court ordered AOT services, Contractor will work with the individual to assist them with continuing services within the FSP continuum with the Contractor or connecting via warm handoff to other services, as their identified level of care requires.

G. Level of Care/Modality of Services:

All court ordered AOT services will be provided at appropriate level of care within the FSP continuum of care.

H. Evidence-Based Practice(s):

Contractor will utilize Motivational interviewing and psychoeducation as tools to engage an individual when offering linkages to voluntary services.

V. OUTCOMES/PERFORMANCE MEASURES

It is required by DHCS to collect and report data. The Contractor shall track data outcomes for the following required elements, based on information that is available:

i. Number of persons served by the program, and of those, the number who are able to maintain housing and the number who maintain contact with the treatment system.

1. Cost per person for those whom housing is being provided as a part of initial care.

2. Linkages to permanent and supportive housing.

ii. Contacts with local law enforcement, and the extent to which local and state incarceration of persons has been reduced or avoided.

iii. Number of persons in the program participating in employment services programs, including competitive employment.

iv. Days of hospitalization of persons in the program that have been reduced or avoided.

v. Adherence to prescribed treatment by persons in the program.

vi. Other indicators of successful engagement, if any, by persons in the program.

vii. Victimization of persons in the program.

viii. Violent behavior of persons in the program.

ix. Substance use by persons in the program.

x. Type, intensity, and frequency of treatment of persons in the program.

xi. Extent to which enforcement mechanisms are used by the program, when applicable.

xii. Social functioning of persons in the program.

xiii. Skills in independent living of persons in the program.

xiv. Satisfaction with program services both by those receiving them, and by their families, when relevant.

xv. Medi-Cal Beneficiary Benefits: program ensures that each person served is connected to all benefits and entitlements available to them such as General Relief, SSI, Medi-Cal, housing subsidies, etc. This includes benefits available through their Managed Care Provider such as transportation, Enhanced Care Management and Consumer Supports, as appropriate.

Contractor must utilize the DLA20 Adult Clinical Tool (or other quality management utilization tool to be defined by DBH) for outcomes and performance.

In addition to what is identified above, tracking for the following areas must be done separately:

i. Assertive Outreach and Engagement (AOE) Services

ii. Housing Utilization/Costs

iii. AOT-Petitioned Individuals (those that met criteria and were court-ordered to AOT services)

iv. AOT-Referred Individuals (those that were referred for an AOT petition but did not meet criteria)

The Contractor shall utilize DBH's EHR system, and specialized codes for tracking, to report all mandated data sets as described above.

The Contractor shall also assist DBH with the DHCS required annual submission of the "AOT Survey Tool," which includes requested data tracking and outcomes for DBH to submit as part of a comprehensive evaluation report. The annual report is due to DHCS by October 1 of each year.

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCOPE OF WORK
CARE ACT

I. PROGRAM NAME

Mental Health Systems, Inc. Daring to Achieve Recovery Together (DART) West - Community Assistance Recovery and Empowerment (CARE) Act

II. BACKGROUND

On September 14, 2022, Senate Bill (SB) 1338 established the Community Assistance, Recovery and Empowerment (CARE) Act, which provides community-based behavioral health services and supports to Californians living with untreated schizophrenia spectrum or other psychotic disorders through a new civil court process.

The CARE Act is intended to serve as an upstream intervention for individuals experiencing severe impairment to prevent avoidable psychiatric hospitalizations, incarcerations, and Lanterman-Petris-Short (LPS) Mental Health Conservatorships.

The CARE process will provide earlier action, support, and accountability for both CARE Act petitioned individuals, and the local governments responsible for providing behavioral health services to these individuals.

The CARE Act authorizes specified adult persons to petition a civil court to create a voluntary CARE agreement or a court-ordered CARE plan that may include treatment, referral to housing resources, and other services.

The CARE Act developed the new framework for the CARE Court to deliver mental health (MH) and substance use disorder (SUD) services to the most severely impaired individuals who too often suffer in homelessness or incarceration without treatment. Contractor shall be knowledgeable of the regulatory requirements related to the CARE Act and CARE Court provision of services as outlined in the California Welfare & Institutions Code (WIC) sections 5970-5987. Individuals will be linked to services whether they have been CARE Court-ordered (via a CARE plan or a CARE agreement) or have been CARE Court-referred (referred, but did not meet all criteria for CARE Act).

III. TARGET POPULATION

The target population for CARE Act services, as detailed in Welfare & Institutions Code (WIC) Section 5972, includes any adult (18 years and older) within Fresno County who has a Serious Mental Illness (SMI) and a diagnosis of schizophrenia spectrum and other psychotic disorders.

The individual subject to the petition for the CARE process, (“respondent,” as defined in WIC Section 5971(o)) must also meet additional criteria (listed below) before CARE Act

treatment can be considered. Contractor shall be familiar with all CARE Act eligibility and processes, including any amendments in law or revisions to regulatory guidance. The typical characteristics of the target population include the following:

1. Having a SMI diagnosis of schizophrenia spectrum or other psychotic disorders (e.g., schizophrenia, schizoaffective, schizophreniform, and unspecified schizophrenia spectrum, etc.);

2. Not be clinically stabilized in ongoing voluntary outpatient treatment;

3. Be unlikely to survive safely/independently in the community without supervision and their condition is substantially deteriorating or is in need of services and support to prevent a relapse or deterioration likely to result in grave disability or serious harm to themselves or others;

4. Participation in a CARE Act plan or CARE Act agreement is the least restrictive alternative to ensure recovery and stability; and

5. Would likely benefit from participation in a CARE Act plan or CARE Act agreement.

IV. DESCRIPTION OF SERVICES

A. Services Start Date:
Services shall start on September 1, 2025.

B. Summary of Services:
Contractor shall provide the following services as described herein in an individual centered, recovery oriented, trauma informed manner. Individuals shall be served with cultural humility and shall support the individual systematically (family support, physical health, housing, vocational services, etc.).

i. Education and Training

1. The Contractor shall assist and collaborate with DBH and the CARE Act Implementation Team, on a training and education plan. Discussion for development of the training and education plan shall commence upon execution of the resulting agreement.

2. The training and education plan shall be developed in collaboration with DBH, patient and family advocacy agencies, County Counsel, and other stakeholders regarding appropriateness of the training/curriculum, including use of materials and trainings provided by Health Management Associates (HMA), consultants provided by DHCS to assist in implementation of CARE Act. The plan must also identify all potential partners involved with CARE Act services. The Contractor shall work in conjunction with DBH in development of: types of trainings needed for

CARE Act, potential resources, means to inform stakeholders, information on CARE Act services available, and how training shall be provided to various community partners including, but not limited to, mental health treatment providers, law enforcement officials, cities, fire departments and certification hearing officers involved in making treatment and involuntary commitment decisions. Targeted training and education specific to CARE Act processes in the County of Fresno shall be developed and delivered to first responders eligible to file petitions, cities, police departments, and fire departments. All plans, curriculum, presentations, materials, and dissemination of information shall be approved prior to distribution by DBH.

3. The training plan must include, but not be limited to:

    a. CARE Act eligibility criteria;

    b. Eligible Petitioners criteria;

    c. Petition submission process;

    d. Information regarding a respondent's rights during the CARE process;

    e. Information regarding the difference between a CARE agreement and CARE plan;

    f. Information relative to legal requirements for detaining a person for involuntary inpatient and outpatient treatment, including criteria to be considered with respect to determining if a person is considered to be gravely disabled; and

    g. Methods for ensuring that decisions regarding involuntary treatment directs individuals towards the most effective treatment.

    h. Training shall include an emphasis that each individual has a right to informed consent.

4. The Contractor shall use resources and materials available through the CARE Act Resource Center (https://care-act.org/) including some resources already developed by DBH. All additional resources developed will be reviewed and approved by DBH prior to dissemination.

    a. DHCS contracted with HMA to provide training and technical assistance that is necessary in the

planning/design, development, and implementation of CARE Act services. The HMA trainings provided via the CARE Act Resource Center will inform not just the program design, but process, eligibility, legal considerations, as well as public and system education, and service evaluation.

b. The collaborative training plan shall inform stakeholders of what CARE Act is and is not, the eligibility criteria for CARE Act in Fresno County, the referral process in Fresno County, and alternative resources (info on SUD treatment services, housing services, crisis, and other supports).

c. General public information will be available as collateral materials (such as brochures, flyers, and other specific materials in the County's threshold languages) as developed and/or approved by the County. The Contractor shall work with DBH and the County's CARE Act Implementation Team to ensure trainings include information regarding local processes.

5. The Contractor shall work with the County in ongoing support of outreach, engagement and training of County and community partners.

ii. CARE Court Petition

1. Requestors of a CARE Act Petition may include:

a. A person with whom the respondent resides.

b. A spouse, parent, sibling, child, or grandparent or other individual who stands in loco parentis to the respondent.

c. The director of a hospital, or their designee, in which the respondent is hospitalized, including hospitalization pursuant to WIC Section 5150 or 5250.

d. The director of a public or charitable organization, agency, or home, or other designee, who has, within the previous 30 days, provided or who is currently providing behavioral health services to the respondent or in whose institution the respondent resides.

e. A licensed behavioral health professional, or their designee, who is, or has been within the previous 30 days, either supervising the treatment of, or treating the

respondent for a mental illness.

f. A first responder, including a peace officer, firefighter, paramedic, emergency medical technician, mobile crisis response worker, or homeless outreach worker, who has had repeated interactions with the respondent in the form of multiple arrests, multiple detentions, and transportation pursuant to WIC Section 5150, multiple attempts to engage the respondent in voluntary treatment, or other repeated efforts to aid the respondent in obtaining professional assistance.

g. The public guardian or public conservator, or their designee, of the county in which the respondent is present or reasonably believed to be present.

h. The DBH Director, or their designee, as defined in WIC Section 5971(e) and inclusive of designee, of the county in which the respondent resides or is found.

i. The director of county adult protective services, or their designee, of the county in which the respondent resides or is found.

j. The judge of a tribal court that is located in California, or their designee.

k. The respondent.

2. Pursuant to WIC Section 5978(a), a court may refer an individual from assisted outpatient treatment (AOT), as well as from conservatorship proceedings to CARE Act proceedings. If an individual is being referred from AOT, the DBH Director, or their designee, shall be the petitioner. If an individual is being referred from LPS conservatorship proceedings, the conservator shall be the petitioner pursuant to WIC Section 5974.

3. Pursuant to WIC Section 5978(b), a court may refer an individual from misdemeanor incompetent to stand trial (MIST) proceedings to CARE Act proceedings. Pursuant to SB 1323, a court may refer an individual from felony incompetent to stand trial (FIST) proceedings to CARE Act proceedings.

4. Petition

    a. Per WIC Section 5975, the petition signed and submitted to the Fresno County Superior Court (Court) shall include

the name of the respondent, respondent's address (if known), petitioner's relationship to respondent, and facts that support the petition meets CARE Act criteria. Additionally, either of the following must be included:

i. An affidavit of a licensed behavioral health professional, stating that the licensed behavioral health professional, or their designee, has examined the respondent within 60 days of the submission of the petition, or has made multiple attempts to examine, but has not been successful in eliciting the cooperation of the respondent to submit to an examination, within 60 days of the petition, and that the licensed behavioral health professional had determined that the respondent meets, or has reason to believe, explained with specificity in the affidavit, that the respondent meets the diagnostic criteria for CARE Act proceedings.

ii. Evidence that the respondent was detained for a minimum of two intensive treatments pursuant to Article 4 (commencing with Section 5250) of Chapter 2 of Part 1, the most recent one within the previous 60 days. Although this is not a criteria for eligibility, this information assists with supporting the validity of the petition as it speaks to the acuity, severity, and persistence of the respondent's mental illness.

5. Petition Review

The Court shall promptly review the submitted CARE Act petition to determine if there is sufficient evidence to proceed to a hearing. If the Court determines there is sufficient evidence to proceed to a hearing, the Court shall do one of the following:

If the petitioner is Fresno County DBH, the Court will:

a. Set the matter for an initial appearance on the petition within 14 court days.

b. Appoint a qualified legal services project, as defined in WIC Sections 6213 to 6214.5, inclusive, of the Business and Professions Code, to represent the respondent. If no legal services project has agreed to accept these appointments, a public defender or other counsel working

in that capacity shall be appointed to represent the respondent.

c. Determine whether the petition includes all of the following information and, if it does not, order Fresno County DBH to submit a written supplementary report with the Court within 14 court days that includes all of the following:

    i. A determination as to whether the respondent meets, or is likely to meet, the criteria for the CARE process.

    ii. The outcome of efforts made to voluntarily engage the respondent prior to the filing of the petition.

    iii. Conclusions and recommendations about the respondent's ability to voluntarily engage in services.

d. Order Fresno County DBH to provide notice to the respondent, the appointed counsel, and the county behavioral health agency in the county where the respondent resides, if different from the county where the CARE process has commenced.

If the petitioner is a person other than Fresno County DBH, the Court will:

a. Order Fresno County DBH (which stated activities shall be subcontracted to the Contractor), to investigate, as necessary, and file a written report with the Court within 30 court days and provide notice to the respondent and petitioner that a report has been ordered. The written report shall include all of the following:

    i. A determination as to whether the respondent meets, or is likely to meet, the criteria for the CARE process.

    ii. The outcome of efforts made to voluntarily engage the respondent during the 14-day report period.

    iii. Conclusions and recommendations about the respondent's ability to voluntarily engage in services.

iv. The information, including protected health information, necessary to support the determinations, conclusions, and recommendations in the report.

Contractor shall monitor staff time for drafting notices and court reports as described in Exhibit C – Attachment A.

iii. Assertive Outreach and Engagement (AOE)

1. Contractor shall provide AOE to all individuals for whom a referral for CARE Act has been received. The goal is to motivate the individuals to engage into voluntary services before any legal proceedings need to be implemented. DBH's definition of Assertive Outreach and Engagement is the following:

    a. Outreach attempts that are persistent, thorough, and are sensitive to readiness and present stage of change and acknowledges that individuals might not be ready to engage with the system of care. Attempts are specific and tailored to the individual and may include attempts to visit the individual's residence, or other places the individual is known to frequent such as places of work, leisure, or worship, including other places such as encampments or informal places a person may frequent. Outreach may include consulting with wellness centers, crisis centers/programs, local inpatient units, previous providers, homeless shelters, jails, and other agencies to determine if the individual has been seen at those locations or in the community. All efforts and types of attempts are specific to the individual, are clinically based (not protocol-based), are person centered and are clearly documented in the chart. The individuals should be encouraged to accept services and supports that they perceive as beneficial and will be the driving force in planning in their recovery process respecting the stages of change.

2. AOE shall also include all activities required pursuant to WIC, sections 5977(a)(5)(A) and 5977(c)(2) to engage the respondent and develop a CARE agreement with the respondent, and outreach done to engage the respondent in jointly preparing a graduation plan pursuant to 5977.3(a)(3).

3. AOE services shall be initiated immediately upon receipt of order from the court.

    a. The timelines to provide AOE for the CARE Act are to be determined by the CARE Act and continuances may be

requested from the court.

4. Engagement is the foundation of continued program involvement and continued program involvement is a key aspect to success. This service shall be provided directly by different members of the Contractor's treatment team, through direct contact with the person served. Services shall be delivered in a culturally and linguistically appropriate manner. The services shall be provided through direct face-to-face contact with the individual and when appropriate their family/support. Due to the importance of engagement, it is a prominent part of all levels of service. The importance of engagement is increasingly vital before an individual has accepted services and during the initial stages of service. Individuals who may be referred for CARE Act services will likely be ambivalent to accept services or to be involved with the program, so it is the task of the program to work to engage these individuals. This may be accomplished by, and not limited to, allowing the referred individual the opportunity to visit the program, to meet with various members of the team, learn about the services, understand the program benefits, and to move at their own pace while being provided culturally appropriate outreach as needed.

5. CARE Court is voluntary and as such it becomes the task of the program to engage the individual as well as to assist the individual in discovering the value of participating in services. The Contractor shall follow the "whatever it takes" model in engaging persons served. This may often require multiple contacts with an individual at a variety of community settings to create a level of trust with the individual. The goal of engagement is to assist the individual in exploring the benefits of participating in the program and/or in voluntary services. Some may be initially hesitant to accept services, but after a period of attempted engagement an individual may agree to partial services. An individual's agreement to partial services is acceptable and additional services will continue to be offered. This agreement to partial services is viewed as an opportunity to continue to engage the individual. The Contractor must understand that some are hesitant, due to a number of factors, to readily embrace the program and often require additional engagement time and/or attempts before fully accepting all offers of support.

6. The choice of service acceptance is always the individual's prerogative, and the responsibility of the program is to assist them in understanding the values of the variety of services. The Contractor shall meet the individual where they are with a culturally sensitive approach and with full understanding that an

individual's willingness to participate in a program can change.

iv. Court Hearings/Processes

There are four (4) main stages to the court processes for CARE Act. The Contractor, acting as the designee of Fresno County DBH, will be responsible to walk the individual through each stage (except for the first).

1. Case Initiation

   A case is initiated when a person petitions the Court to determine a respondent's eligibility and begin CARE Act proceedings. The statute allows for a range of individuals to file petitions, such as family members/caregivers, health care or social service providers, or first responders. County behavioral health agencies may also file petitions.

2. Engagement

   Initially, the Court will decide if the petition shows that the individual meets, or may meet, eligibility criteria for CARE Act proceedings (i.e., a prima facie showing). If the petition was filed by an individual other than Fresno County DBH, the Court will order DBH (as subcontracted to the Contractor; hereinafter references will be identified as "(Contractor)") to investigate and submit a report to determine whether the respondent meets, or is likely to meet, the eligibility criteria. During this time, the Contractor will attempt to engage the respondent in voluntary services (refer to the Assertive Outreach and Engagement section below) and report to the Court on the outcome of those efforts.

3. Court Process/Service Connection

   a. Court attendance, participation, and reporting are expected of the Contractor.

   b. If the Court finds that the respondent qualifies for CARE Act proceedings, and efforts to engage the respondent in services was not effective, the case will proceed through the Court flow with the goal of connecting the respondent with services. At this point, the Court will appoint an attorney to represent the respondent throughout the proceedings, at no cost.

   c. At the initial appearance, the petitioner must be present, or the petition may be dismissed. If the petition was filed by a party other than Fresno County DBH, the original petitioner

is substituted out, and Fresno County DBH is appointed. Said appointment will be subcontracted to the Contractor. A representative of Fresno County DBH (Contractor) must be present during the initial appearance. The respondent may waive their personal appearance and appear through counsel. If the respondent does not waive their personal appearance and does not appear at the hearing, the Court may conduct in the respondent's absence if the Court makes a finding that reasonable attempts to elicit attendance have failed and makes a finding that conducting the hearing without the presence or participation of the respondent would be in the respondent's best interest. During this appearance, the respondent has the right to have a supporter be present with them.

d. The Court shall set a hearing on the merits of the petition within 10 days. The hearing on the merits may be conducted concurrently with the initial appearance on the petition upon stipulation of the petitioner and respondent and agreement by the Court.

e. The Court determines if the respondent meets eligibility criteria under a clear and convincing standard. If the Court finds that the petitioner has shown clear and convincing evidence that the respondent meets CARE criteria, the Court shall order Fresno County DBH (Contractor) to work with the respondent, the respondent's counsel, and their supporter to create a voluntary CARE Act agreement and engage in behavioral health services. The Court shall set a case management hearing within 14 days.

f. At the case management hearing, the Court shall hear evidence as to whether the parties have entered, or are likely to enter, into a CARE agreement.

    i. If the court finds that the parties have entered, or are likely to enter, into a CARE agreement, the Court shall approve the agreement or modify the terms of the agreement and approve the agreement as modified by the Court, continue the matter and set a progress hearing for 60 days.

    ii. If the court determines a CARE Act agreement is not likely to be reached, the Court will order the Fresno County DBH (Contractor), through a licensed behavioral health professional, to conduct

a clinical evaluation, unless there is an existing clinical evaluation of the respondent completed within the last 30 days and the parties stipulate to the use of that evaluation.

iii. The Court shall set a clinical evaluation hearing within 21 days to review the clinical evaluation and other evidence from Fresno County DBH (Contractor) and the respondent. The Court shall order Fresno County DBH (Contractor) to file the evaluation with the Court and provide the evaluation to the respondent's counsel no later than 5 days prior to the scheduled clinical evaluation hearing. The hearing may be continued for a maximum of 14 days upon stipulation of the respondent and Fresno County DBH (Contractor), unless there is good cause for a longer extension.

g. At the clinical evaluation hearing, the Court will determine if the respondent meets the eligibility criteria. If the Court finds by clear and convincing evidence that the respondent meets the CARE criteria, the Court shall order Fresno County DBH (Contractor), the respondent, and the respondent's counsel and supporter to jointly develop a CARE plan within 14 days and set a date for the hearing to review and consider approval of the CARE plan.

h. At the CARE plan review hearing, the parties shall present their plans to the Court. Fresno County DBH or the respondent, or both, may present their plans. After consideration of the plans proposed by the parties, the Court shall adopt the elements of a CARE plan that support the recovery and stability of the respondent. The Court may issue any orders necessary to support the respondent in accessing appropriate services and supports, including prioritization for those services and supports, subject to applicable laws and available funding pursuant to WIC Section 5982. These orders shall constitute the CARE plan.

i. The Court may order medication if it finds, upon review of the court-ordered evaluation and hearing from the parties, that, by clear and convincing evidence, the respondent lacks the capacity to give informed consent to the administration of medically necessary stabilization medication. To the extent the Court orders medically necessary stabilization medication, the medication shall

not be forcibly administered and the respondent's failure to comply with a medication order shall not result in a penalty, including, but not limited to, contempt or termination of the CARE plan pursuant to WIC Section 5979.

j. At this point, the respondent, their attorney, their supporter, and Fresno County DBH (Contractor) will work together to create a CARE Act plan that includes services the respondent is entitled to receive under the CARE Act. These services should be collaboratively determined, according to the specific needs of the respondent.

4. Service Delivery and Assessing Next Steps

a. Once a CARE agreement or plan is approved by the Court, the Contractor shall be responsible for linking the respondent to services. The respondent shall be assigned to the Contractor's FSP program and receive FSP services, as described herein Exhibit A2.

b. A respondent will receive services indicated in their CARE Act plan or agreement:

i. Behavioral health services (including treatment for SUD, as applicable);

ii. Medically necessary stabilization medications (as applicable),

iii. Housing resources & supports, and

iv. Funded social services, including those services available to indigent California residents, funded through Supplemental Security Income/State Supplementary Payment (SSI/SSP), Cash Assistance Program for Immigrants (CAPI), CalWORKs, California Food Assistance Program, In-Home Supportive Services Program, and CalFresh.

c. Progress will be checked at status review hearings, at intervals set by the Court, but not less frequently than 60 days after the Court orders the CARE plan.

i. At Month 11, a status review hearing will be held to determine if the respondent is ready to graduate. The respondent may voluntarily elect to remain in

the CARE Act program or may be involuntarily reappointed by the Court to remain to the program and continue to receive services under CARE Act, for up to one year.

ii. The Contractor will continue to engage the respondent, work on the CARE plan, and attend status hearings. If the respondent is ready to graduate from the program, a hearing will be set during Month 12 for presentation of the graduation plan. The Contractor will work with the respondent, their attorney, and their supporter on a graduation plan to present to the Court.

C. Location of Services:
Services shall be provided wherever the individual is located (e.g. home, community-based location, or court). Telehealth, mobile services, and co-location in natural supports and gathering places for the intended population are additional options to increase the frequency of contact with individuals obtaining needed services. The primary office locations for services are the Fresno/Clovis metro area and County rural areas. Providers are required to attend CARE Act hearings with their persons served.

D. Hours of Operation:
The hours of operation for CARE Act services will coincide with the FSP's contract's existing office hours. The hours of operation must ensure availability to individuals and families, as needed. A minimum of eight (8) hours a day, five (5) days per week is required. Should individuals/family members require services during non-traditional office hours, the Contractor will work to accommodate them in the most appropriate manner. The Contractor shall provide details of business hours made available outside of traditional business hours. The hours of operation for CARE Act services shall be at all times of the day. The intention for CARE Act services is to engage those typically unwilling to be engaged, therefore, the providers need to be available any time of the day whenever the individual may be ready to engage. This falls in line with FSP programs' regulator requirement for 24 hours/day and 7 days/week (24/7) access to services.

When individual intervention is required between 5:00 pm and 7:00 am, the on-call team member will notify the Supervisor on Call and the team will respond in person, if necessary. The team members identified as most appropriate to respond will meet at the individual's location to address the crisis and do "whatever it takes" to ensure the safety and to stabilize the situation. The Consultant Psychiatrist will also be available to assist, as needed. The team may also respond in the community, if it is determined to be safe, to transport the individual to another housing location such as the master leased unit set aside for respite care and late in the day referrals; for example, if the landlord is threatening to evict the individual that night. Typically, staff will then work with the landlord the next day to resolve the crisis and try to maintain the individual's housing. The Contractor shall provide a plan to detail 24/7 coverage and support, as

appropriate for the individuals served. The Contractor shall recommend clinical hours for the highest need for this target population. On-call hours staffed with program staff shall be proposed.

V. STAFFING

A. Staffing/Person Served Ratio:
For the FSP level, the staff to person served ratio shall not exceed 1:15 with the recommended ratio of one full-time equivalent staff person for every ten to fifteen persons served. Only case managers should be included in the ratio.

B. Staffing Plan
The Contractor shall be required to maintain appropriate staffing plans/patterns sufficient to deliver the necessary levels of services as described in their proposal. Credentialing through DBH's Managed Care for all staff providing services that requires a license must be completed prior to billing for Medi-Cal Mental Health services. Clinical Supervisors and the clinical training program must meet the California Board of Behavioral Sciences and/or California Board of Psychology standards.

The Contractor will be encouraged to hire and recruit those with lived experience including persons served or family members of persons served that have previously received behavioral health services. Peer support services are required as part of the program design.

i. Direct Clinical Services Staff:
The FSP serving CARE Act participants shall include (but not be limited to) the following direct clinical services staff:
    1. Team Leader/Program Director
    2. Licensed Mental Health Clinician
    3. Personal Services Coordinator/Case Manager
    4. Peer Support Specialist
    5. Registered Nurse
    6. Licensed Psychiatrist

ii. Non-Direct Clinical Services Staff:
The FSP serving CARE Act participants shall include (but not be limited to) the following non-direct clinical services staff:
    1. Program Assistant

VI. OUTCOMES/PERFORMANCE MEASURES

It is required by DHCS to collect and report data. The Contractor shall track data outcomes for the following required elements, pursuant to WIC Section 5985, subsections (e) through (f), based on the information found in Behavioral Health Information Notice (BHIN) 25-052:

- Basic information of persons served
- Number of persons referred.
- Number of persons provided with a CARE Plan.
- Number of persons not eligible and linkages provided.
- Demographics
- Services and supports
- Stabilizing medications
- Rates of adherence to medication
- Housing placements (and costs per person)
- Substance use and rates of treatment
- Detentions and other LPS involvement
- Criminal justice involvement of participants
- Deaths and causes of death
- Supporters and psychiatric advance directives (PAD) created overall.
- CARE Act plan, agreement and graduation
- Hospitalizations and emergency department visits

Data Reporting Requirements Pursuant to WIC Section 5985(e):

- The demographics of participants, including, but not limited to, the age, sex assigned at birth, race, ethnicity, disability, preferred language, sexual orientation, current gender identity, housing status, veteran status, immigration status, health coverage status, including Medi-Cal enrollment status, and county of residence, to the extent statistically relevant data is available.
- The services and supports ordered, the services and supports provided, and the services and supports ordered but not provided.
- The housing placements of all participants during the program. Placements include, but are not limited to, transition to a higher level of care, independent living in the person's own house or apartment, community-based housing, community-based

housing with services, shelter, and no housing.

- SUD rates and rates of treatment among active CARE plan participants.
- Detentions and other Lanterman-Petris-Short Act involvement for participants with an active CARE plan.
- Criminal justice involvement of participants with an active CARE plan.
- Deaths among active participants, along with causes of death.
- The number, rates, and trends of petitions resulting in dismissal and hearings.
- The number, rates, and trends of supporters.
- The number, rates, and trends of voluntary CARE agreements.
- The number, rates, and trends of ordered and completed CARE plans.
- Statistics on the services and supports included in CARE plans, including court orders for stabilizing medications.
- The rates of adherence to medication.
- The number, rates, and trends of psychiatric advance directives created for participants with active CARE plans.
- The number, rates, and trends of developed graduation plans.
- Outcome measures to assess the effectiveness of the CARE Act model, such as improvement in housing status, including gaining and maintaining housing, reductions in emergency department visits and inpatient hospitalizations, reductions in law enforcement encounters and incarceration, reductions in involuntary treatment and conservatorship, and reductions in substance use.
- A health equity assessment of the CARE Act to identify demographic disparities based on demographic data as required under Data Collection and Reporting, and to inform disparity reduction efforts.

Fresno County Behavioral Health Requirements

I. General Requirements

a. **Guiding Principles**. Contractor shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit B – Attachment A to this Agreement, titled "Fresno County Department of Behavioral Health Guiding Principles of Care Delivery".

b. **Rights of Persons Served**. Contractor shall post signs informing persons served of their right to file a complaint or grievance, appeals, and expedited appeals. In addition, Contractor shall inform every person served of their rights as set forth in Exhibit B – Attachment B to this agreement, titled "Rights of Persons Served".

c. **Records.** Contractor shall maintain records in accordance with Exhibit B – Attachment C to this Agreement, titled "Documentation Standards for Persons Served Records". All records of the person served shall be maintained for a minimum of ten (10) years from the date of the end of this Agreement.

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

e. **Organizational Provider.** Contractor shall maintain requirements as a Behavioral Health Plan (BHP) organizational provider throughout the term of this Agreement. If for any reason, this status is not maintained, County may terminate this Agreement pursuant to Article 6 of this Agreement.

f. **Staffing.** Contractor agrees that prior to providing services under the terms and conditions of this Agreement, Contractor shall have staff hired and in place for program services and operations or County may, in addition to other remedies it

may have, suspend referrals or terminate this Agreement, in accordance to Article 6 of this Agreement.

g. **Training.** Contractor agrees that its employees, volunteers, interns, and student trainees or subcontractors of Contractor, in each case, are expected to perform professional services per an agreement with County. Contractor will comply with the training requirements and expectations referenced in Exhibit B – Attachment D to this Agreement, titled “Department of Behavioral Health Contractor Training Requirements Reference Guide”.

h. **Credentialing and Recredentialing.** Each individual Contractor staff shall not provide any specialty mental health services without an approved credentialing application from County. Contractor and their respective staff must follow the uniform process for credentialing and recredentialing of service providers established by County, including disciplinary actions such as reducing, suspending, or terminating provider’s privileges. Failure to comply with specified requirements can result in suspension or termination of an individual or provider.

Upon request, the Contractor must demonstrate to the County that each of its

providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

Contractor must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as “Excluded”) from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See section IV below.

Contractor is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the County’s uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

i. **Criminal Background Check.** Contractor shall ensure that all providers and/or subcontracted providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a).

Contractor shall provide evidence of completed consents when requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).

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

k. **Additional Responsibilities**. The parties acknowledge that, during the term of this Agreement, the Contractor will hire, train, and credential staff, and County will perform additional staff credentialing to ensure compliance with State and Federal regulations, if applicable.

l. **Subcontracts**. Contractor shall obtain written approval from County's Department of Behavioral Health Director, or designee, before subcontracting any of the services delivered under this Agreement. County's Department of Behavioral Health Director, or designee, retains the right to approve or reject any request for subcontracting services. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations.

Contractor shall be held primarily responsible by County for the performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by County's Department of Behavioral Health Director, or designee. The use of subcontractors by Contractor shall not entitle Contractor to any additional compensation that is provided for under this Agreement.

m. **Reports**. The Contractor shall submit the following reports and data:

   i. Outcome Data. Contractor shall submit to County program performance outcome data, as requested. Outcome data and outcome requirements are listed in Exhibit B – Attachment E to this Agreement, titled "Program Outcomes and Performance Measurements". Outcome data and outcome requirements are subject to change at County's discretion.

   ii. Additional Reports. Contractor shall also furnish to County such statements, records, reports, data, and other information as County may request pertaining to matters covered by this Agreement. In the event that

Contractor fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for County to withhold monthly payments until there is compliance. In addition, Contractor shall provide written notification and explanation to County within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

n. **Timely Access.** It is the expectation of the County that Contractor provide timely access to services that meet the State of California standards for care. Contractor shall track timeliness of services to persons served and provide a monthly report showing the monitoring or tracking tool that captures this data. County and Contractor shall meet to go over this monitoring tool, as needed but at least on a monthly basis. County shall take corrective action if there is a failure to comply by Contractor with timely access standards.

o. **Compliance with Behavioral Health Specific Laws.**

   i. Contractor shall provide services in conformance with all applicable State and Federal statutes, regulations and sub regulatory guidance, as from time to time amended, including but not limited to:

      1. California Code of Regulations, Title 9;
      2. California Code of Regulations, Title 22;
      3. California Welfare and Institutions Code, Division 5;
      4. United States Code of Federal Regulations (CFR), Title 42, including but not limited to Parts 438 and 455;
      5. United States CFR, Title 45;
      6. United States Code, Title 42 (The Public Health and Welfare), as applicable;
      7. Balanced Budget Act of 1997;
      8. Health Insurance Portability and Accountability Act (HIPAA); and
      9. Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of County's, state or federal contracts governing services for persons served.

ii. In the event any law, regulation, or guidance referred to in this section is amended during the term of this Agreement, the parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.

iii. Contractor recognizes that County operates its behavioral health programs under an agreement with DHCS, and that under said agreement the State imposes certain requirements on County and its subcontractors. Contractor shall adhere to all State requirements, including those identified in Exhibit B – Attachment F to this Agreement, titled "State Behavioral Health Requirements".

p. **Meetings**. Contractor shall participate in monthly, or as needed, workgroup meetings consisting of staff from County's DBH to discuss service requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise. Contractor shall also participate in other County meetings, such as but not limited to quality improvement meetings, provider meetings, audit meetings, Behavioral Health Board meetings, bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the needs of the County.

q. **Monitoring**. Contractor agrees to extend to County's staff, County's DBH and the California Department of Health Care Services (DHCS), or their designees, the right to review and monitor records, programs, or procedures, at any time, in regard to persons served, as well as the overall operation of Contractor's programs, in order to ensure compliance with the terms and conditions of this Agreement.

r. **Electronic Health Record**. Contractor shall maintain its records in County's EHR system in accordance with Exhibit B – Attachment G, "Electronic Health Record Requirements and Service Data", free of charge as licenses become available. The person served record shall begin with registration and intake, and include person served authorizations, assessments, plans of care, and progress notes, as well as other documents as approved by County. County shall be allowed to review records of all and any services provided. If Contractor determines to maintain its records in the County's EHR, it shall provide County's DBH Director, or designee, with a thirty (30) day notice. If at any time Contractor chooses not to maintain its records in the County's EHR, it shall provide County's DBH Director,

or designee, with thirty (30) days advance written notice and Contractor will be responsible for obtaining its own system, at its own cost, for electronic health records management.

Disclaimer

County makes no warranty or representation that information entered into the County's DBH EHR system by Contractor will be accurate, adequate, or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. Contractor is solely responsible for person served information entered by Contractor into the County's DBH EHR system. Contractor agrees that all Private Health Information (PHI) maintained by Contractor in County's DBH EHR system will be maintained in conformance with all HIPAA laws, as stated in section IX, "Federal and State Laws."

s. **Generative Artificial Intelligence Technology Use & Reporting**

   i. During the term of the Agreement, Contractor must notify the County in writing if their services or any work under this Agreement includes, or makes available, any previously unreported Generative Artificial Intelligence (GenAI) technology, including GenAI from third parties or subcontractors. Contractor must provide information by submitting a "Generative Artificial Intelligence (GenAI) Reporting and Factsheet (STD 1000)." In addition, Contractor must notify the County of any new or previously unreported GenAI technology. At the direction of the County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the County.

   ii. Failure to disclose GenAI use to the County and failure to submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of this Agreement and are grounds for immediate termination in accordance with Article 6 of this Agreement.

t. **Confidentiality.**

i. The County and the Contractor may have access to information that the other considers to be a trade secret as defined in California Government Code section 7924.510(f).

ii. Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other Party for the benefit of a third party. Each Party shall maintain the confidentiality of all Information in the same manner in which it protects its own information of like kind, but in no event shall either Party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.

iii. The Contractor shall not disclose the County's data except to any third parties as necessary to operate the Contractor Products and Services (provided that the Contractor hereby grants to the County, at no additional cost, a non-perpetual, noncancelable, worldwide, nonexclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Contractor Products and Services by the Contractor, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Contractor Products and Services and any other legitimate business purpose, subject to all legal restrictions regarding the use and disclosure of such information).

iv. Upon termination of the Agreement, or upon a Party's request, each Party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.

v. All services performed by the Contractor shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, California Health and Safety Code, California Code of Regulations, and the Code of Federal Regulations.

u. **Physical Accessibility.** In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations,

and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities.

v. **Publicity Prohibition.**

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

ii. **Public Awareness.** Notwithstanding the above, publicity of the services described in Exhibit A of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by County's DBH Director or designee. Communication products must follow DBH branding standards, including typefaces and colors, to communicate our authority and project a unified brand. This includes all media types, platforms, and all materials on and offline that are created as part of DBH's efforts to provide information to the public.

w. **Child Abuse Reporting Act.**

i. Contractor shall establish a procedure acceptable to the County's DBH Director, or designee, to ensure that all of the Contractor's employees, consultants, subcontractors or agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal Code, and performing services under this Agreement shall report all known or suspected child abuse or neglect to a child protective agency as defined in Penal Code section 11165.9. This procedure shall include:

1. A requirement that all Contractor's employees, consultants, subcontractors or agents performing services shall sign a statement that they know of and will comply with the reporting requirements as defined in Penal Code section 11166(a).
2. Establishing procedures to ensure reporting even when employees, consultants, subcontractors, or agents who are not required to report child abuse under Penal Code section 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

II. Informing Materials for Persons Served

a. Basic Information Requirements. Contractor shall provide information in a manner and format that is easily understood and readily accessible to the persons served (42 C.F.R. § 438.10(c)(1)). Contractor shall provide all written materials for persons served in easily understood language, format, and alternative formats that take into consideration the special needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform the persons served that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

Contractor shall provide the required information in this section to each individual receiving Specialty Mental Health Services (SMHS) under this Agreement and upon request (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, §1810.360(e)).

Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth in 42 C.F.R. § 438.10.

Contractor shall use the DHCS/County-developed beneficiary handbook and persons served notices (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).

b. **Electronic Submission.** Persons served information required in this section may only be provided electronically by the Contractor if all the following conditions are met:

i. The format is readily accessible;

ii. The information is placed in a location on the Contractor's website that is prominent and readily accessible;

iii. The information is provided in an electronic form which can be electronically retained and printed;

iv. The information is consistent with the content and language requirements of this Agreement;

v. The individual is informed that the information is available in paper form without charge upon request and the Contractor shall provide it upon request within five (5) business days (42 C.F.R. § 438.10(c)(6)).

c. **Language and Format.** Contractor shall provide all written materials, including taglines, for persons served or potential persons served in a font size no smaller than twelve (12) point (42 C.F.R. 438.10(d)(6)(ii)). Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the person served or potential person served at no cost.

Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the County (42 C.F.R. § 438.10(d)(3)).

Contractor notify persons served, prospective persons served, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4)). Contractor shall make auxiliary aids and services available upon request and free of charge to each person served (42 C.F.R. § 438.10(d)(3)-(4)).

Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

d. **Beneficiary Informing Materials.** Each person served must receive and have access to the beneficiary informing materials upon request by the individual and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

i. Consumer Handbook
ii. Provider Directory
iii. Grievance form
iv. Appeal/Expedited Appeal form
v. Advance Directives brochure
vi. Change of Provider form
vii. Suggestions brochure
viii. Notice of Privacy Practices
ix. Notice of Adverse Benefit Determination (NOABDs – Including Denial and Termination notices)

x. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving individuals under the age of 21)

xi. Contractor shall ensure beneficiary informing materials are displayed in the threshold languages of Fresno County at all service sites, including but not limited to the following:

1. Consumer Handbook
2. Provider Directory
3. Grievance form
4. Appeal/Expedited Appeal form
5. Advance Directives brochure
6. Change of Provider form
7. Suggestions brochure

All beneficiary informing written materials will use easily understood language and format (i.e. material written and formatted at a 6th grade reading level), and will use a font size no smaller than twelve (12) point. All beneficiary informing written materials shall inform beneficiaries of the availability of information in alternative formats and how to make a request for an alternative format. Inventory and maintenance of all beneficiary informing materials will be maintained by the County's DBH Plan Administration Division. Contractor will ensure that its written materials include taglines or that an additional taglines document is available.

e. **Beneficiary Handbook.** Contractor shall provide each person served with a beneficiary handbook at the time the individual first accesses services and thereafter upon request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14) business days after receiving notice of enrollment. Contractor shall give each individual notice of any significant change to the information contained in the beneficiary handbook at least thirty (30) days before the intended effective date of change as per BHIN 22-060.

f. **Accessibility.** Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor's facility lobby for individuals' access.

Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or audio) and auxiliary aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to

persons served within five (5) business days. Large print materials shall be in a minimum of eighteen (18) point font size.

Informing materials will be considered provided to the individual if Contractor does one or more of the following:

i. Mails a printed copy of the information to the mailing address of the person served before the individual receives their first specialty mental health service;
ii. Mails a printed copy of the information upon the individual's request to their mailing address;
iii. Provides the information by email after obtaining the agreement of the person served to receive the information by email;
iv. Posts the information on the Contractor's website and advises the person served in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that individuals with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
v. Provides the information by any other method that can reasonably be expected to result in the person served receiving that information. If Contractor provides informing materials in person, when the individual first receives specialty mental health services, the date and method of delivery shall be documented in the file of the person served.

g. **Provider Directory**. Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.

Contractor must make available to persons served, in paper form upon request and electronic form, specified information about the County provider network as per 42 C.F.R. §438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than thirty (30) calendar days after information is received to update provider information. A paper provider directory must be updated at least monthly as set forth in 42 C.F.R. § 438.10(h)(3)(i).

Any changes to information published in the provider directory must be reported to the County within two (2) weeks of the change.

Contractor will only need to report changes/updates to the provider directory for licensed, waivered, or registered mental health providers.

III. Assurances

Certification of Non-exclusion or Suspension from Participation in a Federal Health Care Program.

a. In entering into this Agreement, Contractor certifies that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of this Agreement.

b. In entering into this Agreement, Contractor certifies, that the Contractor does not employ or subcontract with providers or have other relationships with providers excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial and monthly exclusion and suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US Department of Health and Human Services (DHHS):

   i. www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded Individuals/Entities (LEIE) Federal Exclusions
   ii. www.sam.gov/content/exclusions - General Service Administration (GSA) Exclusions Extract
   iii. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
   iv. https://nppes.cms.hhs.gov/#/ - National Plan and Provider Enumeration System (NPPES)
   v. Any other database required by DHCS or US DHHS.

c. In entering into this Agreement, Contractor certifies, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.

d. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.

e. Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

f. Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's LEIE, the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.

g. If Contractor finds a provider that is excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, must treat any payments made to an excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

IV. Inspection and Audit Requirements

a. **Internal Auditing.** Contractor shall institute and conduct a Quality Assurance Process for all services provided hereunder.

Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County as requested by the County.

b. **Access to Records.** Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, the Centers for Medicare and Medicaid Services (CMS), the Office of the Inspector General, the Controller General of the United States, and any other authorized Federal and State agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

V. Right to Monitor

a. **Right to Monitor.** County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, records of persons served, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this Agreement.

b. **Accessibility.** Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, agreements, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Controller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten (10) years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

   The County, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the Contractor's place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv))

c. **Cooperation**. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.

d. **Probationary Status.** County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if agreement monitoring and auditing corrective actions are not resolved within specified timeframes.

e. **Record Retention**. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Agreement, including grievance and appeal records, and the data, information and documentation specified in 42 CFR parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, records of persons served, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for persons served.

f. **Facilities and Assistance.** Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.

g. **County Discretion to Revoke.** County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

h. **Site Inspection.** Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is

being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work of the Contractor.

VI. Complaint Logs and Grievances

a. **Documentation**. Contractor shall log complaints and the disposition of all complaints from a person served or their family. Contractor shall provide a copy of the detailed complaint log entries concerning County-sponsored persons served to County at monthly intervals by the tenth (10th) day of the following month, in a format that is mutually agreed upon. Contractor shall allow persons served or their representative to file a grievance either orally, or in writing at any time with the Behavioral Health Plan. In the event Contractor is notified by a person served or their representative of a discrimination grievance, Contractor shall report discrimination grievances to the County within twenty-four (24) hours. The Contractor shall not require a person served or their representative to file a Discrimination Grievance with the County before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

b. **Rights of Persons Served**. Contractor shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 CFR § 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.

c. **Incident Reporting.** Contractor shall file an incident report for all incidents involving persons served, following County DBH's Incident Reporting protocol.

VII. Compliance Requirements

a. **Internal Monitoring and Auditing**

   i. Contractor shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing practices, licensure/certification verification and adherence to County, State and Federal regulations.

      1. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

2. Contractor shall bill only for those eligible services actually rendered which are also fully documented.
3. Contractor shall ensure all employees/service providers maintain current licensure/certification/registration/waiver status as required by the respective licensing/certification Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.

ii. Should Contractor identify improper procedures, actions or circumstances, including fraud/waste/abuse and/or systemic issue(s), Contractor shall take prompt steps to correct said problem(s). Contractor shall report to DBH any overpayments discovered as a result of such problems no later than five (5) business days from the date of discovery, with the appropriate documentation, and a thorough explanation of the reason for the overpayment. Prompt mitigation, corrective action and reporting shall be in accordance with the DBH Overpayment Policy and PPG Prevention, Detection, Correction of Fraud, Waste and Abuse which will be provided to Contractor at its request.

b. Compliance Program

i. The County DBH has established a Compliance Office for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. Contractor shall either adopt DBH's Compliance Plan/Program or establish its own Compliance Plan/Program and provide documentation to County DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General.

ii. Contractor's Compliance Program must include the following elements:

1. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contactor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to the Contractor's Board of Directors.

iii. Policies and Procedures

1. Contractor shall have written policies and procedures that articulate the Contractor's commitment to comply with all applicable Federal and State standards. Contractor shall adhere to applicable County DBH Policies and Procedures relating to the Compliance Program or develop its own compliance-related policies and procedures.

iv. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement.

v. Contractor shall implement and maintain written policies for all County DBH-funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.

vi. Contractor shall maintain documentation, verification or acknowledgement that the Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Contractor’s Compliance Program.

vii. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt County DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

Fresno County DBH Compliance Office
1925 E. Dakota Ave. Ste A
Fresno, California 93726
Or send via email to: DBHCompliance@fresnocountyca.gov

c. Program Integrity Requirements

i. As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 CFR Sections 438.604, 438.606, 438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.

ii. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify County DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.

iii. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the County DBH Compliance Office for investigation, review and/or disposition.

iv. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.

v. Contractor shall immediately report any information about changes in the circumstances of the person served that may affect the person's eligibility, including changes in the residence of the person served or the death of the individual.

vi. Contractor shall immediately report any information about a change in Contractor's or Contractor's staff circumstances that may affect eligibility to participate in the behavioral health program.

vii. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk.

d. Code of Conduct

i. Contractor shall take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.

ii. Contractor shall ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.

iii. Contractor shall bill only for eligible services actually rendered and fully documented.

iv. Contractor shall act promptly to investigate and correct problems if errors in claims or billing are discovered.

v. Contractor shall comply with County's Code of Conduct and Ethics and the County's Compliance Program in accordance with Exhibit B – Attachment H to this Agreement, titled "Fresno County Mental Health Compliance Program".

e. **Network Adequacy.** Contractor shall ensure that all services covered under this Agreement are available and accessible to persons served in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206(a), (c)).

Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to the County, utilizing a provided template or other designated format.

Contractor shall submit updated network adequacy information to the County any time there has been a significant change that would affect the adequacy and capacity of services.

To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the Contractor shall provide a person served the ability to choose the person providing services to them.

VIII. Federal and State Laws.

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

County and Contractor acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

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

Services (HIPAA Regulations) and other applicable laws.

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

b. Contractor and County mutually agree to maintain the confidentiality of records and information of persons served in compliance with all applicable State and Federal statutes and regulations, including, but not limited to, HIPAA, California Confidentiality of Medical Information Act (CMIA), and California Welfare and Institutions Code section 5328. The Parties shall inform all of their employees and agents who perform services under this Agreement of the confidentiality provisions of all applicable statutes.

c. The County is a "Covered Entity," and the Contractor is a "Business Associate," as these terms are defined by 45 CFR 160.103. As a Business Associate, Contractor agrees to comply with the terms of Exhibit B – Attachment I to this Agreement, titled "Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement".

IX. Quality Management Requirements.

a. **Reporting.**

   i. Outcomes Reports. Contractor shall complete Outcomes Reports in the format set by County. Outcomes reports shall be submitted to County's DBH for review within thirty (30) days of the end of each quarter.

b. **Quality Improvement Activities and Participation.** Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement
(QAPI) Program (42 CFR. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to State and Federal requirements and responsibilities, to improve health outcomes and individuals' satisfaction with services over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to

detect both underutilization and overutilization of services, individual and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and recredentialing, and person served grievances. Contractor shall measure, monitor, and annually report to the County on its performance.

X. Cultural and Linguistic Competency

a. **General.** All services, policies and procedures shall be culturally and linguistically appropriate. Contractor shall participate in the implementation of the most recent Cultural Competency Plan for the County and shall adhere to all Culturally and Linguistically Appropriate Service (CLAS) standards and requirements as set forth in Exhibit B – Attachment J to this Agreement, titled “National Standards on Culturally and Linguistically Appropriate Services”. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally responsive and equitable manner to all individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity including active participation in the County’s Diversity, Equity and Inclusion Committee.

b. **Policies and Procedures.** Contractor shall comply with requirements of policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all limited and/or no English proficient persons served, including, but not limited to, assessing the cultural and linguistic needs of the person served, training of staff on the policies and procedures, and monitoring its language assistance program. Contractor’s policies and procedures shall ensure compliance of any subcontracted providers with these requirements.

c. **Interpreter Services.** Contractor shall notify its persons served that oral interpretation is available for any language and written translation is available in prevalent languages and that auxiliary aids and services are available upon request, at no cost and in a timely manner for limited and/or no English proficient persons served and/or persons served with disabilities. Contractor shall avoid relying on an adult or minor child accompanying the person served to interpret or facilitate communication; however, if the person refuses language assistance services, the Contractor must document the offer, refusal, and justification in the file of the person served.

d. **Interpreter Qualifications.** Contractor shall ensure that employees, agents, subcontractors, and/or partners who interpret or translate for a person served or who directly communicate with a person in a language other than English (1) have completed annual training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the language of the person served; (3) can effectively communicate any specialized terms and concepts specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic principles. As requested by County, Contractor shall identify all who interpret for or provide direct communication to any program person served in a language other than English and identify when the Contractor last monitored the interpreter for language competence.

e. **CLAS Standards.** Contractor shall submit to County for approval, within ninety (90) days from date of contract execution, Contractor's plan to address all fifteen (15) National Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the Office of Minority Health and as set forth in Exhibit B – Attachment J, "National Standards on Culturally and Linguistically Appropriate Services". As the CLAS standards are updated, Contractor's plan must be updated accordingly. As requested by County, Contractor shall be responsible for conducting an annual CLAS self-assessment and providing the results of the self-assessment to the County. The annual CLAS self-assessment instruments shall be reviewed by the County and revised as necessary to meet the approval of the County.

f. **Training Requirements.** Cultural responsiveness training for Contractor staff should be substantively integrated into health professions education and training at all levels, both academically and functionally, including core curriculum, professional licensure, and continuing professional development programs. As requested by County, Contractor shall report on the completion of cultural responsiveness trainings to ensure direct service providers are completing annual cultural responsiveness training.

g. **Continuing Cultural Responsiveness.** Contractor shall create and sustain a forum that includes staff at all agency levels to discuss cultural responsiveness. Contractor shall designate a representative from Contractor's team to attend County's Diversity, Equity and Inclusion Committee.

Fresno County Department of Behavioral Health
Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health
Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

    - Services are effective, resulting in a noticeable change in daily life that is measurable.
    - Clinical practice is informed by best available research evidence, best clinical expertise, and values and preferences of those we serve

Fresno County Department of Behavioral Health
Guiding Principles of Care Delivery

- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

   - Interventions are motivation-based and adapted to the person's stage of change
   - Progression though stages of change are supported through positive working relationships and alliances that are motivating

Fresno County Department of Behavioral Health
Guiding Principles of Care Delivery

- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse though a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

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

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

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

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

FRESNO COUNTY BEHAVIORAL HEALTH PLAN
RIGHTS OF PERSON SERVED

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

Informal provider problem resolution process – the provider may first speak to a Fresno County Department of Behavioral Health (DBH) team member regarding his or her complaint or concern.

The DBH Team Member will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the BHP address (listed above).

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

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

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

If the appeal concerns a denial or modification of payment authorization request, the BHP utilizes a DBH Team Member who was not involved in the initial denial or modification decision to determine the appeal decision.

If the DBH Team Member reverses the appealed decision, the provider will be asked to submit a revised request for payment within thirty (30) calendar days of receipt of the decision.

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

DOCUMENTATION STANDARDS FOR PERSON SERVED RECORDS

The documentation standards are described below under key topics related to care for persons served. All standards must be addressed in the record of each person served; however, there is no requirement that the record have a specific document or section addressing these topics. All medical records shall be maintained for a minimum of 10 years from the date of the end of the Agreement.

A. Assessments

1. The following areas will be included as a part of a comprehensive record for each person served:

    - Presenting problems, including impairments in function, and current mental status exam.
    - Traumatic incidents which include trauma exposures, trauma reactions, trauma screenings, and systems involvement if relevant
    - Behavioral health history including mental health history, substance use/abuse, and previous services
    - Medical history including physical health conditions, medications, and developmental history
    - Psychosocial factors including family, social and life circumstances, cultural considerations
    - Strengths, risks, and protective factors, including safety planning
    - Clinical summary, treatment recommendations, and level of care determination including diagnostic and clinical impression with a diagnosis
    - The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.

2. Timeliness/Frequency Standard for Assessment

    - The time period to complete an initial assessment and subsequent assessments for SMHS is up to clinical discretion.
    - Assessments shall be completed within a reasonable time and in accordance with generally accepted standards of practice.

B. Problem list

The use of a Problem List has largely replaced the use of treatment plans and is therefore required to be part of the record for each person served. The problem list shall be updated on an ongoing basis to reflect the current presentation of the person in care.

The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice
- Problems identified by a provider acting within their scope of practice
- Problems or illnesses identified by the person in care and/or significant support person if any

- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed

C. Treatment and Care Plan Requirements

1. Targeted Case Management

- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational, and other services needed by the person in care
- Identifies a course of action to respond to the assessed needs of the person in care
- Includes development of a transition plan when the person in care has achieved the goals of the care plan
- Peer support services must be based on an approved care plan
- Must be provided in a narrative format in the person's progress notes
- Updated at least annually

2. Services requiring Treatments Plans

- Therapeutic Behavioral Services (TBS)
- Must have specific observable and/or specific quantifiable goals
- Must identify the proposed type(s) of intervention
- Must be signed (or electronic equivalent) by:

  - the person providing the service(s), or
  - a person representing a team or program providing services, or
  - a person representing the MHP providing services when the plan for a person served is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
  - a physician
  - a licensed/ "waivered" psychologist
  - a licensed/ "associate" social worker
  - a licensed/ registered/marriage and family therapist or
  - a registered nurse

- In addition,

  - Plans for each person served will be consistent with the diagnosis, and the focus of intervention will be consistent with the plan goals for the person served, and there will be documentation that the person served participated in and agreed with the plan. Examples of the documentation include, but are not limited to, reference to the participation by the person served and agreement by the person served in the body of the plan, the signature of the person served on the plan, or a description of the participation by the person served and agreement by the person served in progress notes.
  - The signature on the plan by the person served will be used as the means by which the Contractor documents the participation of the person served. When

the signature of the person served is required on the plan for the person served and the person served refuses or is unavailable for signature, the plan for the person served plan will include a written explanation of the refusal or unavailability.

- The Contractor will give a copy of the plan for the person served to the person served on request.

D. Progress Notes

1. Providers shall create progress notes for the provision of all SMHS. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

2. Timeliness/Frequency of Progress Notes

- Progress notes shall be completed within 3 business days of providing a service, except for notes for crisis services, which shall be completed within 24 hours.
- A note must be completed for every service contact

Fresno County Department of Behavioral Health
Contractor Training Requirements Reference Guide

Contractor must consider and include sufficient time and funds for required trainings.

This Training Requirements Reference Guide identifies the required trainings that Contractor is responsible for offering to all employees, volunteers, interns, and student trainees of Contractor or its subcontractors who, in each case, are expected to perform professional services while contracted by County. There are some trainings offered by the County at no cost to Contractor, and those are identified within this document. The remaining trainings are the responsibility of Contractor to provide and cover associated costs. The expectations for Contractor staff attending County-offered trainings are included within this guide.

I. Trainings Provided by County DBH

DBH Annual General Compliance Refresher Training
Duration: 60 Minutes

General Compliance Refresher Training is an annual requirement for all employees, contractors, volunteers, interns, and student trainees working in behavioral health programs who are in their second or more years of service. This training is a modified version of the self-paced General Compliance Training and Contractor shall be assigned this training in Quarter 4 of each calendar year.

An announcement from the DBH Compliance Program, DBH Staff Development, or your Contract Analyst regarding this training will be made prior to the assignment of this training. Contractor will have the option to complete the training either through the Relias Learning Management System (LMS) or through Department of Behavioral Health's website. Contractors are given approximately a 60-day window to complete this training from the training announcement date.

Mental Health Documentation & Billing Training
Duration: 1 Hour 30 Minutes

All contracted provider organization employees, subcontractors, volunteers, interns, and students providing services are to complete Documentation & Billing Training within 30 business days of hire or contract effective date. If contract effective date is a renewal, existing staff will not need to retake the training if they have already completed it with their agency. Contractor shall be required to complete this training as a prerequisite for providing direct services, processing billing, conducting quality assurance services, clinical supervision, or other similar services under this agreement. Contractor is expected to contact their assigned contract analysts if they are unsure about training requirements for any specific classifications.

Documentation & Billing is a training provided at least one time per month. Registration is completed via Eventbrite for each session; links to register can be found on the webpage below:

https://www.fresnocountyca.gov/Departments/Behavioral-Health/Providers/Contract-Provider-Resources/New-Hire-ComplianceDoc-Billing-Training

The expectation is that Contractor will register their County-funded employees at least one week in advance of the training date. For any registration issues or other questions about the training, they can contact DBHStaffDevelopment@fresnocountyca.gov.

DBH New Hire General Compliance Training
Duration: 40 Minutes

Contractor shall have their employees, subcontractors, volunteers, interns, and student trainees who, in each case, are expected to provide services under this Agreement with County, complete the New Hire Compliance Training within 30 business days of hire or effective date of this Agreement, per Compliance Exhibit B, Attachment H. If contract effective date is for a renewed agreement, existing staff will not need to retake the training if the staff member has already completed the training within the same calendar year as the effective date of the renewed agreement.

New Hire General Compliance is self-paced and can be completed either through Relias Learning Management System (LMS) or on the Department of Behavioral Health's website. Additional information on how to complete the training can be found on the following webpage:

https://www.fresnocountyca.gov/Departments/Behavioral-Health/Care-Services/Behavioral-Health-Compliance/New-Hire-General-Compliance-Training

Contractor shall require its County-funded employees and subcontractors to complete this compliance training. After completion of this training, participants must sign the Contractor Acknowledgment and Agreement form and return this form to the DBH Compliance officer or designee. For additional questions about the training, please contact your Contract Analyst or the DBH Compliance team at: DBHCompliance@fresnocountyca.gov.

Invoicing Training
Duration: To be Confirmed

Contractor shall be responsible for collection and managing data in a manner to be determined by the California Department of Health Care Services (DHCS) and Behavioral Health Plan in accordance with applicable rules and regulations. DBH's Electronic Health Record (EHR) is a critical source of information for purposes of

monitoring service volume and obtaining reimbursement. Contractor's staff responsible for checking Medi-Cal eligibility shall attend DBH's Finance Division training on equipment reporting for assets, intangible and sensitive minor assets, DBH's EHR system and related cost reporting.

Notice of Adverse Benefit Determination (NOABD) Training

Duration: 8 Minutes

A Notice of Adverse Benefit Determination (NOABD) is a formal mechanism for notifying a person served of an adverse benefit determination in writing (e.g., denial or limited authorization of a requested service, denial of payment for a service, or failure to provide services in a timely manner).

This training outlines usage practices, timelines, and examples for each type of NOABD. Contractor can find the training in the Announcements section on the following webpage: https://www.fresnocountyca.gov/Departments/Behavioral-Health/Providers/Contract-Provider-Resources/Notifications-Associated-Documents. Contractor shall be responsible for completing this training within 60 days of hire or contract effective date.

SmartCare Full Electronic Health Record New User Mental Health Training*
Duration: 4 Hours

This is a basic training for new users who are direct clinical service providers employed by Contractors that will be using SmartCare as their full EHR. Participants will have the opportunity to apply CalMHSA's SmartCare training materials and review relevant SmartCare workflows, clinical documents, and forms.

Training dates and reference material can be found on the following link: https://www.fresnocountyca.gov/Departments/Behavioral-Health/Providers/SmartCare

*This training is available to Contractor at no cost and highly recommended. Although this training is not required, selected Contractor is responsible for understanding and utilizing SmartCare as indicated once contracted with County DBH.

SmartCare Electronic Health Record New User Front Desk Training*
Duration: 4 Hours

This is a basic training for new users who are employed by Contractors that will be using SmartCare as their full EHR. Participants will have the opportunity to review how to navigate SmartCare, perform coverage information set up, error corrections, set up Appointments, and basic troubleshooting of common issues.

Training dates and reference material can be found on the following link: https://www.fresnocountyca.gov/Departments/Behavioral-Health/Providers/SmartCare

*This training is available to Contractor at no cost and highly recommended. Although this training is not required, selected Contractor is responsible for understanding and utilizing SmartCare as indicated once contracted with County DBH.

SmartCare Lite Electronic Health Record Mental Health Training* (Provider Entry Only Training)
Duration: Time may vary

This training is for select Contractors that do not intend to fully use County DBH's SmartCare EHR system but rather only some functions, otherwise referred to as a "SmartCare Lite User". This training is intended to supplement and reinforce the CalMHSA SmartCare trainings, user guide, and workflow information SmartCare Lite Users. This supplemental training/technical support is offered by the DBH Planning and Quality Management Division's Quality Improvement Team upon request.

Required prerequisite material can be found on the following link: https://www.fresnocountyca.gov/Departments/Behavioral-Health/Providers/SmartCare

*This training is available to Contractor at no cost and highly recommended. Although this training is not required, selected Contractor is responsible for understanding and utilizing SmartCare as indicated once contracted with County DBH.

II. Trainings for Specialty MH Providers by Specialization

Mobile Crisis Services Trainings
Duration: 21 Hours

Any contracted provider providing mobile crisis services shall complete the state-required training series. For example, the current training series is provided by the Medi-Cal Mobile Crisis Training and Technical Assistance Center (M-TAC). This ten-part training series is available on the DBH Relias learning management system. For assistance with assigning the trainings, please contact DBHRelias@Fresnocountyca.gov.

California Integrated Practice Child & Adolescent Needs & Strengths (CA IP CANS)
Duration: 6 Hours 30 Minutes

The CA IP CANS is a structured assessment for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth, ages 6 and youth up to age

20, and family information to inform planning, support decisions, and monitor outcomes.

DBH provides this training to prepare attendees for certification testing and use of the tool. For any questions about the training or assistance with registration, please contact DBHStaffDevelopment@fresnocountyca.gov.

III. Contractor is Responsible for Ensuring and/or Providing These Trainings are Offered and Completed

CalAIM Behavioral Health Quality Improvement Program (BHQIP) Training

Any contracted clinical provider is required to complete the CalAIM BHQIP Modules in CalMHSA's web-based training system, Moodle. Providers are expected to complete training within 60 days of beginning employment.

CalMHSA's web-based training system, https://moodle.calmhsalearns.org.

Cultural Responsiveness Trainings
Duration: May vary based on Contractor's training preference

Contracted Provider Organization shall have DBH-funded providers complete annual trainings on cultural competency, awareness, and diversity as identified by Contractor(s), and/or via the County's eLearning system. Contractor's DBH-funded providers shall be appropriately trained in providing services in a culturally sensitive manner and shall attend civil rights training as identified by Contractor(s), or online via the County's eLearning system.

Information on annual cultural responsiveness training requirements will be provided by the DBH Division Manager serving as Ethnic Services Manager and Diversity Services Coordinator. Both parties are working locally and at the state level to address the need for thorough training to improve culturally responsive care and to meet the National Culturally and Linguistically Appropriate Services standards, while also understanding the impact that the training hours can have on productivity in fee-for-service programs.

For additional information, they are to contact their assigned contract analyst.

DBH is available to assist Contractor's efforts toward cultural and linguistic responsiveness by providing the following:

- Technical assistance regarding culturally responsive training requirements.
- Mandatory cultural responsiveness training for Contractor's DBH-funded staff if training capacity allows.
- Technical assistance for translating information into County's threshold languages (currently Spanish and Hmong and subject to change). Selected Contractors are responsible for securing translation services and all

associated costs.

Health Insurance Portability and Accountability Act (HIPAA) Training
Duration: May vary based on selected training

As a covered entity, or a business associate of a covered entity, providers shall meet the training requirements described in the HIPAA Privacy Rule 45 CFR § 164.530(b)(1) and the HIPAA Security Rule 45 CFR § 164.308(a)(5). Providers may use their discretion to select an appropriate HIPAA training. Training shall be completed by all DBH-funded staff within 30 days of contract execution or hire and annually thereafter.

Language Assistance Program Training

Contractor shall be responsible for implementing policies and procedures and training staff to ensure access and appropriate use of trained interpreters and material translation services for all Limited English Proficient (LEP) persons served. This includes, but is not limited to, assessing the cultural and linguistic needs of its persons served. The vendor(s) procedures shall include ensuring compliance of any sub-contracted providers with these requirements.

IV. Training Expectations for Contractor Employees when Attending County-provided Training

Expectations for Attendees:

1) Attendees are to adhere to wearing business casual attire, broadly defined as a code of dress that blends traditional business wear with a more relaxed style that is still professional and appropriate for an office environment, unless specifically directed otherwise or instructed by Trainers. Attendees are expected to dress in respectful, culturally inclusive attire.

2) Interested attendees shall register at least one week in advance of the training date.

3) Attendees shall be expected to be ready and prepared to be engaged by the training start time. Attendees are also expected to arrive back on time from breaks, including lunch, and attend the training through completion.

4) Attendees who arrive 15 minutes late, or more, shall be requested to return to their work site and their organization will be notified. Similarly, attendees may not leave a training prior to the scheduled end time. Those who miss 15 minutes or more of training in total throughout the day may be asked to re-enroll for a later training date if one is available.

5) Personal use of cell phones, laptops and tablets, except for in cases of emergency, should not be used during training and should be set to silent. Any calls shall be taken outside of the training space. Attendees shall inform trainers and/or Staff Development if they are expecting to be contacted for any reason; this shall be done before the training begins, if possible. Other cell phone use, such as texting, playing games or browsing the internet shall not permitted while training is in session. If conduct is deemed disruptive to colleagues and/or the trainer, attendees shall be asked to leave the training and return to their work site. Organization will be notified.

6) At times, attendees shall be required to complete pre- and post-training class assignments, as part of the learning objectives. Attendees shall be required to complete assigned activities to receive Continuing Education Credits, and certification, and training credit, if applicable.

7) Attendees shall be expected to complete pre- and/or post-training evaluations, when available.

8) Attendees shall notify Staff Development with their supervisor copied at (559) 600-9680 or DBHStaffDevelopment@fresnocountyca.gov at the earliest possible date if they can no longer attend a training for which they have registered.

Use of DBH Training Facilities

Parking

Attendees shall park in undesignated stalls at DBH training sites. Any parking restrictions shall be communicated prior to the training date or prior to the training start time.

Use of Facilities

Attendees shall be respectful while occupying the training space, keeping it and the surrounding area neat and clean. Attendees are encouraged to bring a reusable water bottle but shall be cognizant of and clean any spills. If the training allows for food, attendees shall ensure that their area is clean and dispose of any waste prior to leaving the training space.

Mental Health Program and Full Service Partnership Outcomes

Contractor shall adhere to the following outcome elements and the outcome elements in Exhibits A1 and A2. Items below indicated with a single asterisk (*) will be collected via DBH's electronic health record (EHR). Items indicated with a double asterisk (**) will be collected via DBH's EHR for full users only. Contractors who opt to not fully utilize DBH's EHR will be responsible for collecting and reporting these additional data points. DBH will assist Contractor in reviewing the requirements below no more than once every quarter. **Quality of Service**

1. Network Adequacy: Timeliness to Service
   1.1 Timeliness from the initial urgent/non-urgent request for services until the first service offered by the program.*
   1.2 Timeliness from the initial urgent/non-urgent request for services until the first service rendered by the program.*
   1.3 Timeliness from the first service until the first follow-up service offered by the program.*
   1.4 Timeliness from the first service until the first follow-up service rendered by the program. *
   1.5 Follow-up from the Emergency Department for behavioral health visits for individuals who are currently enrolled with the program.*
   1.6 Follow-up from hospitalization for behavioral health visits for individuals who are currently enrolled with the program.*
2. Enrollment and Discharge
   2.1 The length of stay for individuals receiving services with the program.*
   2.2 The reason for discharge for individuals discharging from the program.*
3. No-Shows and Cancellations
   3.1 The count of services that resulted in a no-show by the person served.**
   3.2 The count of services that resulted in a cancellation by the person served.**
   3.3 The count of services that resulted in a cancellation by the service provider.**

Quality of Clinical Care

1. Service Delivery
   1.1 The average number of services provided to an individual by the program per week.*
   1.2 Utilization of clinical tools, when appropriate**
   1.3 Utilization of evidence-based practices, when appropriate. **
2. Care Coordination
   2.1 The number of referrals received by the program from DBH and community partner agencies.
      2.1.1 Agency sending referral.
      2.1.2 Disposition
   2.2 The number of referrals written by the program to DBH and community partner agencies.
      2.2.1 Agency receiving referral.
      2.2.2 Disposition
3. Medication Monitoring, when applicable.
   3.1 The percentage of adults with a diagnosis of major depression, who were treated with and remained on an antidepressant medication.

Mental Health Program and Full Service Partnership Outcomes

3.2 The percentage of children and adolescents 1–17 years of age who had a new prescription for an antipsychotic medication and had documentation of psychosocial care as first-line treatment.

3.3 Percentage of individuals at least 18 years of age as of the beginning of the performance period with schizophrenia or schizoaffective disorder who had at least two prescriptions filled for any antipsychotic medication and who had a Proportion of Days Covered (PDC) of at least 0.8 for antipsychotic medications during the performance period.

Safety of Clinical Care

1. Grievances
   1.1 The count, category, and trends of grievances submitted by individuals regarding services at the program.
2. Incident Reporting
   2.1 The count, category, and trends of incidents reported regarding individuals served by the program.

Member Experience

1. Consumer Perception Survey/Treatment Perception Survey
   1.1 The program must comply with annual Consumer Perception Survey (MH) and/or Treatment Perception Survey (SUD) requirements.
2. Feedback and Improvement Groups
   2.1 The program must, in coordination with the DBH Planning and Quality Management Division, offer persons-served the opportunity to participate in member experience focus groups.

Population Description

1. Race/Ethnicity*
2. Gender Identity*
3. Sex-Assigned at Birth*
4. Sexual Orientation*
5. Date of Birth/Age*
6. Diagnosis*
7. Food Insecurity*
8. Criminal Justice Involvement*
9. Housing Status*
10. Education Attainment*

General Data for Full Service Partnerships

1. Residential status, including hospitalization or incarceration
   1.1. Cost per person per month
2. Educational status
3. Employment status
4. Legal issues/designation
5. Sources of financial support

6. Health status
7. Substance abuse issues
8. Assessment of daily living functions, when appropriate
9. Emergency interventions
10. Outreach and Engagement
    - 10.1. Number of attempts
    - 10.2. Method of outreach attempt (ie in-person, phone call, etc.)
11. Supportive Services
    - 11.1. Supportive service or other support type provided to individual served, with documentation of clinical purpose noted in electronic health record.
    - 11.2. Outcome of supportive service or other support

Key Event Data (to be tracked in the DCR)

1. Emergency interventions
2. Changes in:
    a. Administrative data
    b. Residential status
    c. Educational status
    d. Employment status
    e. Legal issues/designation

Quarterly Assessment Data (to be tracked in the DCR)

1. Educational status
2. Sources of financial support
3. Legal issues/designation
4. Health status
5. Substance abuse issues

Notwithstanding changes and timelines implemented by legislation or Behavioral Health Information Notices, DBH may also add additional required data elements with 30 days' notice to programs.

STATE BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

Contractor shall comply with County policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, County may withhold all further funds, until Contractor can show clear and convincing evidence to the

satisfaction of County that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

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

5. PATIENTS' RIGHTS

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

STATE CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code§ 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on this Agreement will:
   1) receive a copy of the company's drug-free workplace policy statement; and,
   2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to

determine the Contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.

8. **GENDER IDENTITY:** For contracts of $100,000 or more, Contractor certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency shall be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on their own behalf as an independent Contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

a). For the two (2) year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve (12) month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to them leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) shall be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A County, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204**: This form shall be completed by all Contractors that are not another state agency or other governmental entity.

9. **INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES:**

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of Contractor or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State shall confirm the identity and determine the exclusion status of Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases shall be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with § 438.610(c).

The State shall ensure that Contractor with which the State contracts under this part is not located outside of the United States and that no claims paid by a Contractor to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

CALIFORNIA ADVANCING AND INNOVATING MEDI-CAL (CAL-AIM) REQUIREMENTS

1. SERVICES AND ACCESS PROVISIONS

a. CERTIFICATION OF ELIGIBILITY
   i. Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of an individual’s eligibility for Specialty Mental Health Services (SMHS) under Medi-Cal.

b. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES
    i. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per Department of Health Care Services (DHCS) guidance specified in Behavioral Health Information Notice (BHIN) 21-073. Specifically, the Contractor will ensure that the clinical record for each individual includes information as a whole indicating that individual's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

    ii. For enrolled individuals under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled individuals who meet <u>either</u> of the following criteria, (I) or (II) below. If an individual under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
        1. The individual has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
           OR
        2. The individual has at least one of the following:
            a. A significant impairment
            b. A reasonable probability of significant deterioration in an important area of life functioning
            c. A reasonable probability of not progressing developmentally as appropriate.
            d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

        <u>AND</u> the individual's condition as described in subparagraph (II a-d) above is due to one of the following:

            a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
            b. A suspected mental health disorder that has not yet been diagnosed.
            c. Significant trauma placing the individual at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

iii. For individuals 21 years of age or older, Contractor shall provide covered SMHS for persons served who meet both of the following criteria, (a) and (b) below:
    1. The individual has one or both of the following:
        a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
        b. A reasonable probability of significant deterioration in an important area of life functioning.
    2. The individual's condition as described in paragraph (a) is due to either of the following:
        a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
        b. A suspected mental disorder that has not yet been diagnosed.

c. ADDITIONAL CLARIFICATIONS
    i. Criteria
        1. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
            a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
            b. The service was not included in an individual treatment plan; or
            c. The individual had a co-occurring substance use disorder.
    ii. Diagnosis Not a Prerequisite
        1. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code

d. MEDICAL NECESSITY
    i. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a person served shall be medically necessary and clinically appropriate to address the individual's presenting condition. Documentation in each individual's chart as a whole will demonstrate medical necessity as defined below, based on the age of the individual at the time of service provision.

ii. For individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
iii. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

e. COORDINATION OF CARE
i. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the individual, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a person served-centered and whole-person approach to services.
ii. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
iii. Contractor shall include in care coordination activities efforts to connect, refer and link individual s to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
iv. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
v. To facilitate care coordination, Contractor will request a HIPAA and California law compliant person served authorization to share the individual’s information with and among all other providers involved in the individual’s care, in satisfaction of state and federal privacy laws and regulations.

f. CO-OCCURRING TREATMENT AND NO WRONG DOOR
i. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a person served meets criteria for both NSMHS and SMHS, the individual should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the individual has a co-occurring mental health condition and substance use disorder.
ii. Under this Agreement, Contractor will ensure that individual s receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:

1. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the individual does not meet criteria for SMHS.
2. If Contractor is serving a individual receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

2. AUTHORIZATION AND DOCUMENTATION PROVISIONS

a. SERVICE AUTHORIZATION
   i. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.
   ii. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
   iii. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
   iv. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
   v. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to an individual's specific needs and circumstances that could seriously jeopardize the individual s life or health, or ability to attain, maintain, or regain maximum function.

b. DOCUMENTATION REQUIREMENTS
   i. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
   ii. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request. Services shall be identified as provided in-person, by telephone, or by telehealth.
   iii. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

c. ASSESSMENT

i. Contractor shall ensure that all individuals' medical records include an assessment of each individual's need for mental health services.
ii. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the individual's medical record.
iii. For individual s aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for individual s aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
iv. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

d. ICD-10
i. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
ii. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.
iii. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS

e. PROBLEM LIST
i. Contractor will create and maintain a Problem List for each individual served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
ii. Contractor shall document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
iii. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
iv. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
v. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been

added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the person served, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

f. TREATMENT AND CARE PLANS
    i. Contractor is not required to complete treatment or care plans for persons served under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

g. PROGRESS NOTES
    i. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
    ii. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
    iii. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
    iv. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
    v. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

h. TRANSITION OF CARE TOOL
    i. Contractor shall use a Transition of Care Tool for any individual whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
    ii. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a person-centered, shared decision-making process.
    iii. Contractor may directly use the DHCS-provided Transition of Care Tool, found at https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

i. TELEHEALTH
    i. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in

accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

ii. All telehealth equipment and service locations shall ensure that person served confidentiality is maintained.
iii. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
iv. Medical records for individuals served by Contractor under this Agreement shall include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent shall be obtained at least once prior to initiating applicable health care services and consent shall include all elements as specified in BHIN 22-019.
v. County may at any time audit Contractor's telehealth practices, and Contractor shall allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

3. PROTECTIONS FOR PERSONS SERVED

a. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION
   i. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor shall be immediately forwarded to the County's DBH Plan Administration Division or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the DBH Plan Administration staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
   ii. Contractor shall not discourage the filing of grievances and individual s do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
   iii. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) shall be issued by Contractor within the specified timeframes using the template provided by the County.
   iv. NOABDs shall be issued to individuals anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice shall have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor shall inform the County immediately after issuing a NOABD.

v. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings shall be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
vi. Contractor shall provide individuals any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
vii. Contractor shall maintain records of grievances and appeals and shall review the information as part of its ongoing monitoring procedures. The record shall be accurately maintained in a manner accessible to the County and available upon request to DHCS.

b. Advanced Directives
   i. Contractor shall comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

c. Continuity of Care
   i. Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

4. QUALITY IMPROVEMENT PROGRAM

a. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION
   i. Contractor shall implement mechanisms to assess person served/family satisfaction based on County's guidance. The Contractor shall assess individual/family satisfaction by:
      1. Surveying person served/family satisfaction with the Contractor's services at least annually.
      2. Evaluating person served's grievances, appeals and State Hearings at least annually.
      3. Evaluating requests to change persons providing services at least annually.
      4. Informing the County and individuals of the results of persons served/family satisfaction activities.
   ii. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually and as required by DBH.
   iii. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.

iv. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
v. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
vi. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
vii. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

b. TIMELY ACCESS
   i. Timely access standards include:
      1. Contractor shall have hours of operation during which services are provided to Medi-Cal individuals that are no less than the hours of operation during which the provider offers services to non-Medi-Cal individual s. If the Contractor's provider only serves Medi-Cal beneficiaries, the provider shall provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
      2. Appointments data, including wait times for requested services, shall be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Planning and Quality Management Division or other designated persons.
      3. Urgent care appointments for services that do not require prior authorization shall be provided to individual s within 48 hours of a request. Urgent appointments for services that do require prior authorization shall be provided to persons served within 96 hours of request.
      4. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) shall be made available to Medi-Cal individuals within 10 business days from the date the individual or a provider acting on behalf of the individual, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) shall be made available to Medi-Cal individual s within 15 business

days from the date the person served or a provider acting on behalf of the individual, requests an appointment for a medically necessary service.

5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the individual's record that a longer waiting period will not have a detrimental impact on the health of the individual.
6. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.

c. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)
    i. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal individuals on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
    ii. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

d. PHYSICIAN INCENTIVE PLAN
    i. If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

5. DATA, PRIVACY AND SECURITY REQUIREMENTS

a. ELECTRONIC PRIVACY AND SECURITY
    i. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.

ii. Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
iii. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for individuals served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of person served signed documents: discharge plans, informing materials, and health questionnaire.
iv. Contractor entering data into any County electronic systems shall ensure that staff are trained to enter and maintain data within this system.

6. PROGRAM INTEGRITY

a. Credentialing and Re-credentialing of Providers
    i. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
        1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
        2. A history of loss of license or felony convictions;
        3. A history of loss or limitation of privileges or disciplinary activity;
        4. A lack of present illegal drug use; and
        5. The application's accuracy and completeness
    ii. Contractor shall file and keep track of attestation statements, credentialing applications and credentialing status for all of their providers and shall make those available to the County upon request at any time.
    iii. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

Electronic Health Record Requirements and Service Data

Contractor will provide accurate and timely input of services provided in the County's Electronic Health Record (EHR). The current EHR is a web-based application and requires a computer with a minimum of 16 GB RAM using either Edge or Chrome as the browser, and a stable high speed internet connection. Additional drivers may be needed to scan documents into the EHR. Contractor will be responsible for equipment to support the using of the EHR. Contractor may be required to utilize data entry forms, portals, or related systems for compliance with County data reporting requirements during the duration of this Agreement.

Data entry shall be the responsibility of the Contractor. The County shall monitor the number and amount of services entered into the EHR. Any and all audit exceptions resulting from the provision and billing of Medi-Cal services by the Contractor shall be the sole responsibility of the Contractor.

Contractor will utilize the County's EHR for all Behavioral Health Plan billing and reporting functions and may elect to utilize the County's EHR for all clinical documentation, at no additional cost to Contractor.

If Contractor elects to not use the County's EHR for all clinical documentation, the Contractor must ensure all necessary requirements involving electronic health information exchange between the Contractor and the County will be met.

Fresno County Behavioral Health Plan
Compliance Program

CODE OF CONDUCT:

All Fresno County Behavioral/Mental Health Employees, Contractors (including Contractor's Employees/Subcontractors), Volunteers and Students will:

1. Read, acknowledge, and abide by this Code of Conduct.
2. Be responsible for reviewing and understanding Compliance Program policies and procedures including the possible consequences for failure to comply or failure to report such non-compliance.
3. 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. Conduct yourself honestly, fairly, courteously, and with a high degree of integrity in your professional dealings related to their employment/contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County and the services it provides.
4. Practice good faith in transactions occurring during the course of business and never use or exploit professional relationships or confidential information for personal purposes.
5. Promptly report any activity or suspected violation of the Code of Conduct, the polices and procedures of the County, the Compliance Program, or any other applicable law, regulation, rule or guideline. All reports may be made anonymously. 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.
6. Comply with not only the letter of Compliance Program and mental health policies and procedures, but also with the spirit of those policies and procedures as well as other rules or guidelines adopted by the County. Consult with you supervisor or the Compliance Office regarding any Compliance Program standard or other applicable law, regulation, rule or guideline.
7. Comply with all laws governing the confidentiality and privacy of information. Protect and retain records and documents as required by County contract/standards, professional standards, governmental regulations, or organizational policies.
8. Comply with all applicable laws, regulations, rules, guidelines, and County policies and procedures when providing and billing mental health services. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided. Ensure that no false, fraudulent, inaccurate, or fictitious claims for payment or reimbursement of any kind are prepared or submitted. Ensure that claims are prepared and submitted accurately and timely and are consistent with all applicable laws, regulations, rules and guidelines. Act promptly to investigate and correct problems if errors in claims or billings are discovered.
9. Immediately notify your supervisor, Department Head, Administrator, or the Compliance Office if you become or may become an Ineligible/Excluded Person and therefore excluded from participation in the Federal health care programs.

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Agreement

1. The County is a "Covered Entity," and the Contractor is a "Business Associate," as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that the Contractor will create and/or receive Protected Health Information ("PHI") from or on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 et seq.; 42 CFR 2; 42 CFR 431; California Civil Code section 56 et seq.; the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), including, but not limited to, 45 CFR Parts160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act ("HITECH") regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act ("GINA") of 2008 regarding the confidentiality of genetic information.

3. Except as otherwise provided in this Agreement, the Contractor, as a business associate of the County, may use or disclose Protected Health Information ("PHI") to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the "Covered Entity" under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the Contractor.

4. Contractor shall protect, from unauthorized access, use, or disclosure of names and other identifying information concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health

care operations. (45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i).) This pertains to any and all persons receiving services pursuant to a County funded program. Contractor shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.

5. Contractor shall not disclose any such identifying information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or authorized by the client/patient.

6. For purposes of the above sections, identifying information shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

7. Contractor shall provide access, at the request of County, and in the time and manner designated by County, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to an individual or to County in order to meet the requirements of 45 CFR Section164.524 regarding access by individuals to their PHI.

Contractor shall make any amendment(s) to PHI in a designated record set at the request of County, and in the time and manner designated by County in accordance with 45 CFR Section 164.526.

Contractor shall provide to County or to an individual, in a time and manner designated by County, information collected in accordance with 45 CFR Section 164.528, to permit County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

8. Contractor shall report to County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of PHI not permitted by this Agreement, and any breach of unsecured PHI of which it becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to County's Information Security Officer and Privacy Officer and DBH's HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose

unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by County and shall provide a written report of the investigation and reporting required to County's Information Security Officer and Privacy Officer and DBH's HIPAA Representative. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno Department of Public Health HIPAA Representative (559) 600-6439 P.O. Box 11867 Fresno, California 93775	County of Fresno Department of Public Health Privacy Officer (559) 600-6405 P.O. Box 11867 Fresno, California 93775	County of Fresno Department of Internal Services Information Security Officer (559) 600-5800 2048 North Fine Street Fresno, California 93727

9. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by the Contractor on behalf of County, available to the United States Department of Health and Human Services upon demand.

10. Safeguards

Contractor shall implement administrative, physical, and technical safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of County; and to prevent access, use or disclosure of PHI other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Upon County's request, Contractor shall provide County with information concerning such safeguards.

Contractor shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

11. Mitigation of Harmful Effects

Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by Contractor or its subcontractors in violation of the requirements of these provisions.

12. Contractor's Subcontractors

Contractor shall ensure that any of its subcontractors, if applicable, to whom Contractor provides PHI received from or created or received by Contractor on behalf of County, agree to the same restrictions and conditions that apply to Contractor with respect to such PHI; and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such subcontractors.

13. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI received from County (or created or received by Contractor on behalf of County) that Contractor still maintains in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if applicable, of Contractor. If Contractor destroys the PHI data, a certification of date and time of destruction shall be provided to the County by Contractor.

14. Interpretation

The terms and conditions in these provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA

regulations.

15. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA regulations means the section as in effect or as amended.

16. Survival

The respective rights and obligations of Contractor as stated in this Section shall survive the termination or expiration of this Agreement.

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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

The Case for the Enhanced National CLAS Standards

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

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

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

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

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Beach, M. C., Cooper, L. A., Robinson, K. A., Price, E. G., Gary, T. L., Jenckes, M. W., Powe, N.R. (2004). Strategies for improving minority healthcare quality. (AHRQ Publication No. 04-E008-02). Retrieved from the Agency of Healthcare Research and Quality website: http://www.ahrq.gov/downloads/pub/evidence/pdf/minqual/minqual.pdf

Goode, T. D., Dunne, M. C., & Bronheim, S. M. (2006). The evidence base for cultural and linguistic competency in health care. (Commonwealth Fund Publication No. 962). Retrieved from The Commonwealth Fund website: http://www.commonwealthfund.org/usr_doc/Goode_evidencebasecultlinguisticcomp_962.pdf

LaVeist, T. A., Gaskin, D. J., & Richard, P. (2009). The economic burden of health inequalities in the United States. Retrieved from the Joint Center for Political and Economic Studies website: http://www.jointcenter.org/sites/default/files/upload/research/files/The%20Economic%20Burden%20of%20Health%20Inequalities%20in%20the%20United%20States.pdf

National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?lvl=1&lvlid=33&ID=286

U.S. Department of Health and Human Services. (2011). HHS action plan to reduce racial and ethnic health disparities: A nation free of disparities in health and health care. Retrieved from http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS_Plan_complete.pdf

U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). Healthy people 2020: Social determinants of health. Retrieved from http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39

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Fresno County Department of Behavioral Health Financial Terms and Conditions

Fresno County Department of Behavioral Health is committed to ensuring timely and accurate compensation for the delivery of services in our communities and fulfilling all associated responsibilities of the funding sources related to this Agreement. This document provides guidance on this Agreement's financial terms and conditions, responsibilities of each party, which includes but not limited to, maximum compensation, compensation structure, invoicing, payments, billing, recoupments, audits, reviews, examinations, and other fiscal related requirements.

Compensation

The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services as described below.

1. Specialty Mental Health Services (SMHS) Maximum Compensation.

The maximum compensation payable to the Contractor under this Agreement for the period of September 1, 2025 through June 30, 2026 for SMHS is Three Million Eight Hundred Sixty-One Thousand Six Hundred Seventy-Six and No/100 Dollars ($3,861,676.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2026 through June 30, 2027 for SMHS is Four Million Seven Hundred Seventy-Three Thousand Thirty and No/100 Dollars ($4,773,030.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2027 through June 30, 2028 for SMHS is Four Million Nine Hundred Twelve Thousand Fifty-One and No/100 Dollars ($4,912,051.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2028 through June 30, 2029 for SMHS is Five Million Fifty-One Thousand Seventy-Two and No/100 Dollars ($5,051,072.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2029 through June 30, 2030 for SMHS is Five Million One Hundred Ninety Thousand Ninety-Two and No/100 Dollars ($5,190,092.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

1.1 **Non-Treatment Supports Maximum Compensation (Mental Health Services Act (MHSA))**

The maximum MHSA compensation payable to the Contractor under this Agreement for the period of September 1, 2025 through June 30, 2026 is Seven Hundred Fifty-One Thousand Five Hundred Twenty-Nine and No/100 Dollars ($751,529.00), which will be reimbursed based on actual cost in accordance with the budget in Exhibit C – Attachment B.

The maximum MHSA compensation payable to the Contractor under this Agreement for the period of July 1, 2026 through June 30, 2027 is Nine Hundred One Thousand Eight Hundred Thirty-Five and No/100 Dollars ($901,835.00), which will be reimbursed based on actual cost in accordance with the budget in Exhibit C – Attachment B.

The maximum MHSA compensation payable to the Contractor under this Agreement for the period of July 1, 2027 through June 30, 2028 is Nine Hundred One Thousand Eight Hundred Thirty-Five and No/100 Dollars ($901,835.00), which will be reimbursed based on actual cost in accordance with the budget in Exhibit C – Attachment B.

The maximum MHSA compensation payable to the Contractor under this Agreement for the period of July 1, 2028 through June 30, 2029 is Nine Hundred One Thousand Eight Hundred Thirty-Five and No/100 Dollars ($901,835.00), which will be reimbursed based on actual cost in accordance with the budget in Exhibit C – Attachment B.

The maximum MHSA compensation payable to the Contractor under this Agreement for the period of July 1, 2029 through June 30, 2030 is Nine Hundred One Thousand Eight Hundred Thirty-Five and No/100 Dollars ($901,835.00), which will be reimbursed based on actual cost in accordance with the budget in Exhibit C – Attachment B.

1.2 **Non-Treatment Supports Maximum Compensation (Assisted Outpatient Treatment (AOT))**

The maximum compensation payable to the Contractor under this Agreement for the period of September 1, 2025 through June 30, 2026 for AOT is Eighty-Three Thousand, Three Hundred Thirty Three and No/100 Dollars ($83,333.00), which is not a guaranteed sum but shall be paid only for services rendered and received in accordance with rates in Exhibit C – Attachment A.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2026 through June 30, 2027 for AOT is One Hundred Thousand and No/100 Dollars ($100,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received in accordance with rates in Exhibit C – Attachment A.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2027 through June 30, 2028 for AOT is One Hundred Thousand and No/100 Dollars ($100,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received in accordance with rates in Exhibit C – Attachment A.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2028 through June 30, 2029 for AOT is One Hundred Thousand and No/100 Dollars ($100,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received in accordance with rates in Exhibit C – Attachment A.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2029 through June 30, 2030 for AOT is One Hundred Thousand and No/100 Dollars ($100,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received in accordance with rates in Exhibit C – Attachment A.

1.3 **Non-Treatment Supports Maximum Compensation (Community Assistance Recovery and Empowerment (CARE) Act)**

The maximum compensation payable to the Contractor under this Agreement for the period of September 1, 2025 through June 30, 2026 for CARE Act is One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received in accordance with rates in Exhibit C – Attachment A.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2026 through June 30, 2027 for CARE Act is One Hundred Fifty Thousand and No/100 Dollars ($150,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received in accordance with rates in Exhibit C – Attachment A.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2027 through June 30, 2028 for CARE Act is One Hundred Fifty Thousand and No/100 Dollars ($150,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received in accordance with rates in Exhibit C – Attachment A.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2028 through June 30, 2029 for CARE Act is One Hundred Fifty Thousand and No/100 Dollars ($150,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received in accordance with rates in Exhibit C – Attachment A.

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2029 through June 30, 2030 for CARE Act is One Hundred Fifty Thousand and No/100 Dollars ($150,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received in accordance with rates in Exhibit C – Attachment A.

2. Total Maximum Compensation.

In no event shall the maximum contract amount for all the services provided by the Contractor to County under the terms and conditions of this Agreement be in excess of Twenty-Nine Million Three Hundred Fifty-Five Thousand One Hundred Twenty-Three and No/100 Dollars ($29,355,123.00) during the entire term of this Agreement.

The Contractor acknowledges that the County is a local government entity and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section.

The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

See table below for compensation breakdown by Fiscal Year and Total Maximum Compensation for this Agreement.

Fiscal Year (FY)	FSP FY Maximum Comp	ICM FY Maximum Comp	OP FY Maximum Comp	Non-Treatment FY Maximum Comp	AOT FY Maximum Comp	CARE Act FY Maximum Comp	Total FY Maximum Comp
2025-2026	$3,436,891	$270,318	$154,467	$751,529	$83,333	$125,000	$4,821,538
2026-2027	$4,247,997	$334,112	$190,921	$901,835	$100,000	$150,000	$5,924,865
2027-2028	$4,371,725	$343,844	$196,482	$901,835	$100,000	$150,000	$6,063,886
2028-2029	$4,495,454	$353,575	$202,043	$901,835	$100,000	$150,000	$6,202,907
2029-2030	$4,619,182	$363,306	$207,604	$901,835	$100,000	$150,000	$6,341,927
							$29,355,123

3. Fee-For-Service Reimbursement Rate Categories.

The Full-Service Partnership (FSP) services provided by the Contractor under this Agreement shall be reimbursed according to the FSP rate schedule as indicated in Exhibit C – Attachment A, attached hereto and incorporated herein by reference and made part of this Agreement. The Outpatient and Intensive Case Management services provided by the Contractor under this Agreement shall be categorized as Field Based and the Contractor shall be compensated according to the Field Based rate schedule as indicated on Exhibit C – Attachment A, attached hereto and incorporated herein by reference and made part of this Agreement:

(A) Clinic-Site Based: Clinic-Site Based programs shall be defined as programs who provide less than fifty percent (50%) of services in the field. In the field services are those services that do not occur through telehealth and do not occur in designated sites in which the Contractor is afforded regular access. Designated sites shall be identified by the Contractor and approved by County's DBH Director or designee in writing. Only billable services will be considered for the purpose of this calculation.

(i) Clinic-Sites Based locations are defined as the following SmartCare (EHR) Locations (CMS Places of Service) for this Agreement and will be utilized to calculate the ratio of Clinic-Site Bases to Field Based services: Office, Telehealth Provided Other than in Patient's Home, Telehealth Provided in Patient's Home, and all locations where the mode of delivery is Video Conference/Telephone/Written.

All other SmartCare (EHR) Locations (CMS Places of Service) will be considered as Field Based services under this Agreement.

(B) Field Based: Field based programs shall be defined as programs that provide more than fifty percent (50%) of services in the field.

(i) During the term of this Agreement, Contractors who were not assigned Field-Based reimbursement rates in fiscal year one are eligible to submit a proposal for compensation at the Field Base reimbursement rate category ninety (90) days prior to each new fiscal year to County's DBH for consideration. County's DBH will provide a decision to Contractor prior to the start of the next fiscal year. If approved, County's DBH will issue a rate change notification according to the modification section below and Contractor's performance will be monitored for the Field Based mode of service delivery requirements as outlined above.

(ii) If Contractor is deemed eligible to receive compensation at the Field Based reimbursement rates in accordance with the above paragraph and Contractor is subsequently unable to meet the mode of service delivery requirements, as defined above, Contractor will be subjected to recoupment at County's discretion.

(iii) County's DBH will complete Field Based mode of service delivery analysis and recoupment reconciliation for said Contractor within ninety (90) days following the end of the targeted quarter or within ninety (90) days after all billable services for the targeted quarter has been entered in the Electronic Health Record (EHR) by the Contractor, whichever is later. The recoupment amount will be the difference in value of any services paid to Contractor throughout the targeted quarter after being reconciled at the respective fiscal year's Clinic-Site Based rate schedule and after any claiming adjustments may have been applied, if any. County's DBH will inform the Contractor of the result and, if necessary, the recoupment shall be processed and applied based on terms, conditions, and limitations as set forth herein.

(iv) If Contractor does not meet the Field Based mode of service delivery requirements after any targeted quarterly review, County's DBH shall recommend and reassign the Contractor to the Clinic-Site Based rate category. Contractor may appeal the rate category reassignment to County's DBH within thirty (30) days of receiving notice or the rate category change will stand with a written notification as set forth below.

County's DBH shall continuously monitor the Contractor and analyze data to review accuracy of rate categories assigned. County's DBH Director or designee shall have the authority to reassign rate categories, and the Contractor will be notified in writing of any such changes, as outlined in Article 5.

1.4 Fee-For-Service Reimbursement Rate Categories – Administrative Rates

The Administrative Rates for both CARE Act and AOT services provided by the Contractor under this Agreement shall be reimbursed according to the Administrative Rate Schedule as indicated in Exhibit C – Attachment A, attached hereto and incorporated herein by reference and made part of this Agreement. If there is a rate

increase provided by the State, the County may amend selected bidder rates in an equivalent amount up to five percent (5%), at County discretion.

4. Specialty Mental Health Services Fee-For-Service Performance Incentives.

Contractor is eligible to receive performance-based incentives to promote growth, increase service delivery and overall wellness to our unserved and/or underserved communities. If the Contractor meets the performance metrics outlined by County's DBH below, Contractor is eligible to a portion of the Medi-Cal reimbursements received and recorded by County's DBH.

This opportunity, subject to County's discretion, is only available after the second fiscal year term of this Agreement for Contractor providing SMHS and reimbursed through the County's Fee-for-Service reimbursement structure The initial performance actual claimed baseline will be set by the Contractor's performance in fiscal year one (1). County's DBH will use the Contractor's State-approved claimed dollar amount, as received and recorded by County's DBH, for services that were performed, claimed, and approved by the State in fiscal year one (1) and adjust it with any subsequent State rate changes, if any, to finalize a performance baseline for fiscal year two (2). After completing the claiming of services and receipt of Medi-Cal reimbursements for fiscal year two (2), if the Contractor exceeds the established performance baseline, the Contractor is eligible to be compensated for eight percent (8%) of the Medi-Cal reimbursements that were generated above the established performance baseline amount of fiscal year two (2).

Each subsequent fiscal year's performance baselines will be adjusted annually to either the prior fiscal year's actual State-approved claimed amount plus adjusted for any subsequent State rate increases, or any of the previously established performance baseline amounts plus adjusted for any State rate increases for the upcoming fiscal year, whichever is higher. The new performance baseline shall always be calculated from the higher value between the State-approved claimed amount and the previous fiscal year's performance baseline amount regardless of projected performance in the upcoming fiscal year. The rate adjustment shall always be a positive amount and the performance base shall not decrease from one fiscal year to the next.

The table below illustrates the annual baseline adjustments. This table is an example only and is not binding. The actual details will be determined and finalized between both parties at the conclusion of year one (1).

Example:

Fiscal Year	Rate Increase	Baseline	State Approved Claim Amount	Amount Exceeding Baseline	Additional Amount Paid (8%)
1			$1,100,000		
2	+3.0%	$1,133,000	$1,633,000	$500,000	$40,000
3	+1.0%	$1,649,330	$1,500,000	$0	$0
4	+2.0%	$1,682,317	$1,882,317	$200,000	$16,000
5	+3.5%	$1,948,198	$2,048,198	$100,000	$8,000

In addition to meeting the performance-based incentive metrics above, Contractor must be in satisfactory standing with the Agreement's performance outcomes and reporting requirements prior to being awarded the incentive payment. At the discretion of County's DBH Director or designee, if it is determined that the required outcomes are not met and/or reports are not submitted in full and on time, the Contractor shall be ineligible for performance incentives or withheld until such requirements are met and/or deemed to be satisfactory by County's DBH.

County's DBH will calculate and notify Contractor of the award amounts, if any, within ninety (90) days after all of Contractor's State-approved claimed services are received and recorded by County's DBH for the targeted fiscal year or within nine (9) months following the end of the targeted fiscal year, whichever is later. County's payments to Contractor for performance-based incentives, if any, shall be made within forty-five (45) days after approval by County.

Invoices

The Contractor shall submit monthly invoices, in arrears by the fifteenth (15th) day of each month, in the format directed by the County. The Contractor shall submit invoices electronically to:

1) dbhinvoicereview@fresnocountyca.gov
2) dbh-invoices@fresnocountyca.gov; and
3) the assigned County's DBH Staff Analyst.

At the discretion of County's DBH Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's DBH Director, or designee, shall have the right to withhold payment as to only the portion of the invoice that is incorrect or improper after five (5) days prior notice to Contractor. Contractor agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected to County's satisfaction, County's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the termination provisions stated in Article 6 of this Agreement. If County's DBH does not provide notice of incorrect or otherwise improper invoices and causes delay in the reimbursement process, Contractor will follow the escalation process through the County's DBH Finance Division's Invoice Review Team, up to the DBH Finance Division Manager, and including the County's DBH Director and/or designee for the timely reimbursement of payment to Contractor.

Withholdings to an invoice by County's DBH shall be addressed by the Contractor and/or Contractor shall communicate any delays in resolving the incorrect or improper form with County's DBH within ninety (90) days of receiving notice or the withholdings will stand in perpetuity, or subject to County's discretion.

All final invoices for any fiscal year shall be submitted by Contractor within one hundred and twenty (120) days following the final month for which payment is claimed in that fiscal year. No action may be taken by County on any invoices submitted after one hundred and twenty (120) days of the end of the fiscal year where services are performed.

1. **Specialty Mental Health Claimable Services Invoices.**

For specialty mental health services, invoices shall be based on claims entered into the County's electronic health record (EHR) for the prior month.

Monthly payments for claimable services shall only be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the practitioner service rates in Exhibit C – Attachment A.

Any claimable services pending determination from Medicare, OHC, and any other third-party source will not be reimbursed until Explanation of Benefits (EOB) are processed and the balance is transferred to the Medi-Cal coverage plan, and ready to claim to the Medi-Cal coverage plan, or the appropriate coverage plan(s), as deemed appropriate by the Agreement's funding resources or approval by County's DBH. Claimable services that are pending determinations must be addressed and invoiced to County's DBH within one hundred and twenty (120) days following the month of service. Any delays to invoicing must be communicated to and approved by County's DBH within one hundred and twenty (120) days following the month of service or the services may be ineligible for payment at County's discretion.

County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth herein.

Any claimable services entered into the County's EHR beyond four (4) months from the month of service may be ineligible for payment, subject to the determination of the County.

2. Cost Reimbursement Based Invoices.

Invoices for cost reimbursement services shall be based on actual expenses incurred in the month of service. Contractor shall submit monthly invoices and general ledgers to County that itemize the line item charges for monthly program costs. The invoices and general ledgers will serve as tracking tools to determine if Contractor's costs are in accordance with its budgeted cost. Failure to submit reports and other supporting documentation shall be deemed sufficient cause for County to withhold payments until there is compliance.

Contractor must report all revenue collected from a third-party, client-pay or private-pay in each monthly invoice. In addition, Contractor shall submit monthly invoices for reimbursement that equal the amount due less any revenue collected and/or unallowable cost such as lobbying or political donations from the monthly invoice reimbursements.

3. Corrective Action Plans.

Contractor shall enter services into the County's EHR/billing and transactional database and submit invoices in accordance with the specified deadlines, ensuring all information is accurate. Failure to meet the requirements set forth above will result in the implementation of a corrective action plan at the discretion of the County's DBH Director, or designee, and may result in financial penalties or termination of Agreement per Article 6 of this Agreement.

Payment

Payments shall be made by County to Contractor in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt, verification, and approval by County. All final invoices shall be submitted by Contractor within one hundred and twenty (120) days following the final month of service for which payment is claimed for each fiscal year. No action shall be taken by County on claims submitted beyond the one hundred and twenty (120) day closeout period of each fiscal year. Any compensation which is not expended by Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to County.

Payments shall be made upon certification or other proof satisfactory to the County that services have been performed or actual expenditures incurred by the Contractor, as specified in this Agreement.

1. **Incidental Expenses.**

The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement. If Contractor fails to comply with any provision of this Agreement, County shall be relieved of its obligation for further compensation.

2. **Applicable Fees.**

Contractor shall not charge any persons served or third-party payers any fee for service unless directed to do so by the County's DBH Director or designee at the time the individual is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.

Contractor will perform eligibility and financial determinations, in accordance with DHCS' Uniform Method of Determining Ability to Pay (UMDAP), see BHIN 98-13, available at dhcs.ca.gov, for all individuals unless directed otherwise by the County's DBH Director or designee.

Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the person served or persons acting on behalf of the person served for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments (California Code of Regulations, Title 9, §1810.365(c).

The Contractor must not bill persons served, for covered services, any amount greater than would be owed if the County provided the services directly and otherwise not bill persons served as set forth in 42 C.F.R. § 438.106.

Specialty Mental Health Services Claiming Responsibilities

Contractor shall enter claims data into the County's EHR/billing and transactional database system using the California Mental Health Services Authority (CalMHSA) Smart Care Procedure Codes (available at nttps://2023.calmhsa.org/procedure-code-definitions/) by the fifteenth (15th) of every month for actual services rendered in the previous month. County's EHR/billing and transactional database system will convert the CalMHSA Procedure Codes to Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at

https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, as from time to time amended.

Claims shall be complete and accurate and must include all required information regarding the claimed services. Claims data entry into the County's EHR system shall be the responsibility of Contractor. County shall monitor the volume of services, billing amounts and service types entered into County's EHR system. Any and all audit exceptions resulting from the provision and reporting of specialty mental health services by Contractor shall be the sole responsibility of Contractor. Contractor will comply with all applicable policies, procedures, directives, and guidelines regarding the use of County's EHR/information system.

Contractor must provide all necessary data to allow County to bill Medi-Cal for services and meet State and Federal reporting requirements. The necessary data can be provided by a variety of means, including but not limited to:

If a person served has dual coverage, such as other health coverage (OHC) or Federal Medicare, Contractor will be responsible for billing the carrier and obtaining a payment/denial or have validation of claiming with no response for ninety (90) days after the claim was mailed Contractor must report all third-party collections for Medicare, third-party or client-pay or private-pay in each month. A copy of an explanation of benefits or CMS 1500 form (if no response is received from the carrier after 90 days from date of submission of the CMS 1500) is required as documentation. Contractor must comply with all laws and regulations governing the Federal Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section 1395 et seq; and 2) the regulation and rules promulgated by the Federal Centers for Medicare and Medicaid Services as they relate to participation, coverage and claiming reimbursement. To the extent they are applicable, Contractor will be responsible for compliance as of the effective date of each Federal, State or local law or regulation specified.

Recoupments, Audits, Reviews, and Examinations

County shall recapture from Contractor the value of any services or other expenditures determined to be ineligible based on the County or State monitoring results. The County reserves the right to enter into a repayment agreement with Contractor, with the term of the repayment agreement not to exceed twelve (12) months from the date of the repayment agreement, to recover the amount of funds to be recouped. The County has the discretion to extend the term of repayment plan up to a total of twenty-four (24) months from the date of the repayment agreement. The repayment agreement may be made with the signed written approval of County's DBH Director, or designee, and respective Contractor through a repayment agreement. The monthly repayment amounts may be netted against the Contractor's monthly billing for services rendered during the month, or the County may, in its sole discretion, forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive, and County may seek requital from any other means, including, but not limited to, a separate contract or agreement with Contractor.

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

California DHCS audit and review process, cost report audit settlement if applicable, for Medi-Cal eligible beneficiaries.

1. Reasons for Recoupment.

County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, that original third-party source documents support costs invoiced under hybrid or cost reimbursement agreements, high quality service provision and compliance with applicable federal, state and county or other funding source regulations.

Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:

(A) Identification of Fraud, Waste or Abuse as defined in federal regulation
(1) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
(2) Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals

(B) Overpayment of Contractor by County due to errors in claiming or documentation.

(C) Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency. Funds owed to County will be due within forty-five (45) days of notification by County, or County shall withhold future payments until all excess funds have been recouped by means of an offset against any payments then or thereafter owing to County under this or any other Agreement between the County and Contractor.

2. Internal Audits/Reviews.

Contractor is responsible for ensuring the accuracy of all claims submitted for reimbursement. This includes, but is not limited to, verifying that the services billed are properly documented, correctly coded, and align with applicable SMHS definitions and standards. Contractor must also ensure that all supporting documentation is accurate, complete, and reflects the services actually rendered.

In addition, Contractors with medication prescribing authority shall adhere to County's medication monitoring review practices. Contractor shall provide County with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County as requested by the County.

3. Confidentiality in Audit/Review Process.

Contractor and County mutually agree to maintain the confidentiality of Contractor's records and information of persons served, in compliance with all applicable State and Federal statutes and regulations, including but not limited to HIPAA and California Welfare and

Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.

Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

Contractor's records shall be maintained as required by DBH and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the County's DBH Director or designee shall be provided by the Contractor in a complete and timely manner.

4. Cooperation with Audits/Reviews.

Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, files for persons served and personnel files.

Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.

Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten (10) years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.230I(3)(i-iii).

5. Single Audit Clause.

If Contractor expends One Million and No/100 Dollars ($1,000,000.00) or more in Federal and Federal flow-through monies, Contractor agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. Contractor shall submit said audit and management letter to County. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, Contractor must include a corrective action plan signed by an authorized individual. Contractor agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to County's DBH Finance Division for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in County performing the necessary audit tasks, or at County's option, contracting with a public accountant to perform said audit, or may result in the inability of County to enter into future agreements with Contractor. All audit costs related to this Agreement are the sole responsibility of Contractor.

A single audit report is not applicable if Contractor's Federal contracts do not exceed the One Million and No/100 Dollars ($1,000,000.00) requirement. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by Contractor to County as a minimum requirement to attest to Contractor solvency.

Said audit report shall be delivered to County's DBH Finance Division for review no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in County performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of Contractor who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by County under this paragraph shall be billed to Contractor at County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

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

6. Financial Audit Report Requirements for Pass-Through Entities

If County determines that Contractor is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.

Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the County's DBH Director or designee. The County's Director or designee is responsible for providing the audit report to the County Auditor.

Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

In the event this Agreement is terminated, Contractor shall be entitled to compensation for all Specialty Mental Health Services (SMHS) satisfactorily provided pursuant to the terms and conditions of this Agreement through and including the effective date of termination. This provision shall not limit or reduce any damages owed to the County due to a breach of this Agreement by Contractor.

Property of County

This section shall only apply to the program components and services provided under Cost Reimbursement. County and Contractor recognize that fixed assets are tangible and intangible property obtained or controlled under County for use in operational capacity and will benefit County for a period more than one (1) year.

1. Agreement Assets.

Assets shall be tracked on an agreement-by-agreement basis. All assets shall fall into the "Equipment" category unless funding source allows for additional types of assets. Items of sensitive nature shall be purchased and allocated to a single Agreement. All items containing Health Insurance Portability and Accountability Act (HIPAA)/Protected Health Information (PHI) data are considered sensitive. At a minimum, the following types of items are considered to be assets:

(A) Computers (desktops and laptops);
(B) Copiers, cell phones, tablets, and other devices with any HIPAA data
(C) Modular furniture
(D) Land
(E) Any items over $5,000
(F) Items of $500 or more with a lifespan of at least two (2) years:
    a. Televisions
    b. Washers/Dryers
    c. Printers
    d. Digital Cameras;
    e. Other equipment/furniture
    f. Items in total when purchased or used as a group fall into one or more of the above categories

Contractor shall ensure proper tracking for contact assets that include the following asset attributes at a minimum:

(A) Description of the asset;
(B) The unique identifier of the asset if applicable, i.e., serial number;
(C) The acquisition date;
(D) The quantity of the asset;
(E) The location of the asset or to whom the asset is assigned;
(F) The cost of the asset at the time of acquisition;
(G) The source of grant funding if applicable;
(H) The disposition date, and
(I) The method of disposition (surplus, transferred, destroyed, lost).

2. Retention and Maintenance.

Assets shall be retained by County, as County property, in the event this Agreement is terminated or upon expiration of this Agreement. Contractor agrees to participate in an annual inventory of all County fixed and inventoried assets. Upon termination or expiration of this Agreement, Contractor shall be physically present when fixed and inventoried assets are returned to County possession. Contractor is responsible for returning to County all County owned undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the assets at the expiration or termination of this Agreement. Contractor further agrees to the following:

(A) Maintain all items of equipment in good working order and condition, normal wear and tear excepted;

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

(C) Report in writing to County immediately after discovery, the loss or theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted, and a copy of the police report submitted to County.

3. Equipment Purchase.

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

4. Modification of Assets.

Contractor must obtain prior written approval from County's DBH whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using funds under this Agreement. If any real or personal property acquired or improved with said funds identified herein is sold and/or is utilized by Contractor for a use which does not qualify under this Agreement, Contractor shall reimburse County in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of funds not provided under this Agreement. These requirements shall continue in effect for the life of the property. In the event this Agreement expires, the requirements for this paragraph shall remain in effect for activities or property funded with said funds, unless action is taken by the State government to relieve County of these obligations.

Other Financial Requirements

1. Notification of Changes.

Contractor shall notify County in writing of any change in organizational name, Head of Service or principal business at least fifteen (15) business days in advance of the change. Contractor shall notify County of a change of service location at least six (6) months in advance to allow County sufficient time to comply with site certification requirements. Said notice shall become part of this Agreement upon acknowledgment in writing by the County, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

Contractor must immediately notify County of a change in ownership, organizational status, licensure, or ability of Contractor to provide the quantity or quality of the contracted services in no event more than 15 days of the change.

2. Record Maintenance.

Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for agreement performance and maintain all fiscal,

statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All records shall be complete and current and comply with all requirements in this Agreement. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of this Agreement.

Contractor shall maintain records of persons served and community service in compliance with all regulations set forth by local, state, and federal requirements, laws, and regulations, and provide access to clinical records by County staff.

Contractor shall comply with all local, state, and federal laws and regulations regarding relinquishing or maintaining medical records.

Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of this Agreement, final settlement, or until audit findings are resolved, whichever is later.

3. Financial Reports.

Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with Generally Accepted Accounting Principles and generally accepted auditing standards.

4. Agreement Termination.

In the event this Agreement is terminated, ends its designated term, or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

5. Restrictions and Limitations.

This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state, or federal funding sources for the term of this Agreement. If the federal or state governments reduce financial participation in the Medi-Cal program, County agrees to meet with Contractor to discuss renegotiating the services required by this Agreement.

Funding is provided by fiscal year. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years.

In the event that funding for these services is delayed by the State Controller, County may defer payments to Contractor. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the County. The period of time of the deferral by County shall not exceed the period of time of the State Controller's delay of payment to County plus forty-five (45) days.

6. Additional Financial Requirements

County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.

Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

Contractor must maintain financial records for a minimum period of ten (10) years or until any dispute, audit or inspection is resolved, whichever is later. Contractor will be responsible for any disallowances related to inadequate documentation.

7. Contractor Prohibited from Redirection of Contracted Funds

Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

Contractor may not charge services delivered to an eligible person served under one funded program to another funded program unless the person served is also eligible for services under the second funded program.

FEE-FOR-SERVICE RATE(S)

**Fee-for-Service rates are established by the Department of Health Care Services. Contractor acknowledges that the provider rates in the table below are all-inclusive rates which account for program operating expenses. This includes, but is not limited to, staff time spent on direct patient care, staff time not spent on direct patient care (e.g. time spent on documentation, travel, and paid time off), total staff compensation (e.g., salaries and wages, benefits, bonuses, and other incentives), vehicle expenses (e.g. gas, maintenance, insurance), training, assets/capital assets, utilities, and any direct and indirect overhead and operating costs. Indirect cost expenses shall be determined by the Contractor under the Fee-for-Service reimbursement structure.

FSP	
Provider Type	**Provider Rate Per Hour**
Psychiatrist/ Contracted Psychiatrist	$1,212.47
Physician's Assistant	$543.78
Nurse Practitioner	$602.93
RN	$492.49
Certified Nurse Specialist	$602.93
LVN	$258.71
Pharmacist	$580.38
Licensed Psychiatric Technician	$221.79
Psychologist/Pre-licensed Psychologist	$487.61
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$315.55
Occupational Therapist	$420.05
Mental Health Rehab Specialist	$237.41
Peer Recovery Specialist	$249.28
Community Health Worker	$243.34
Medical Assistant	$177.85
Other Qualified Providers - Other Designated MH staff that bill medical	$237.41

Flat Rate Type	Unit	Maximum Units That Can Be Billed	Rate
Interactive Complexity	15 min per unit	1 per allowed procedure per provider per person served	$18.89
Sign Language/Oral Interpretive Services	15 min per unit	Variable	$31.88

Field Based (at least 50% of services are provided in the field)	
Provider Type	**Provider Rate Per Hour**
Psychiatrist/ Contracted Psychiatrist	$1,050.80
Physicians Assistant	$471.28
Nurse Practitioner	$522.54
RN	$426.82
Certified Nurse Specialist	$522.54
LVN	$224.22
Pharmacist	$503.00
Licensed Psychiatric Technician	$192.22
Psychologist/Pre-licensed Psychologist	$422.60
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$273.47
Occupational Therapist	$364.04
Mental Health Rehab Specialist	$205.75
Peer Recovery Specialist	$216.04
Community Health Worker	$210.89
Medical Assistant	$154.13
Other Qualified Providers - Other Designated MH staff that bill medical	$205.75

Flat Rate Type	Unit	Maximum Units That Can Be Billed	Rate
Interactive Complexity	15 min per unit	1 per allowed procedure per provider per person served	$18.89
Sign Language/Oral Interpretive Services	15 min per unit	Variable	$31.88

FEE-FOR-SERVICE RATE(S) – Assisted Outpatient Treatment (AOT) and Community Assistance, Recovery, and Empowerment (CARE) Act

Fee-for-Service rates are established by the Department of Health Care Services. Contractor acknowledges that the provider rates in the table below are all-inclusive rates which account for program operating expenses. This includes, but is not limited to, staff time spent on performing the services listed below, total staff compensation (e.g., salaries and wages, benefits, bonuses, and other incentives), vehicle expenses (e.g. gas, maintenance, insurance), training, assets/capital assets, utilities, and any direct and indirect overhead and operating costs. Indirect cost expenses shall be determined by the Contractor under the Fee-for-Service reimbursement structure.

AOT & CARE Act Administrative Activities Reimbursement Rates		
#	Activity	Activity Hourly Rate
1	Court Report Activity	$114.95
2	Court Hearing Time Activity	$91.63
3	Notice Activity	$65.40
4	Outreach and Engagement Activity	$78.68
5	Data Reporting	$97.08

• **Court Hearing Time**: Includes activities that occur during court time such as court staffing meetings for individuals who have been petitioned through the AOT civil court process, AOT petition hearings, and any subsequent AOT hearings; initial hearings, hearings on the merits, case management hearings, CARE agreement process meetings, clinical evaluation review hearings, CARE plan review hearings, regular status update hearings, one-year status hearings, evidentiary hearings, graduation hearings, reappointment to CARE hearings, and hearings that can occur at any time during the AOT or CARE process to address a change of circumstances.

• **Court Report**: Includes drafting AOT petitions, affidavits, and reports; reports such as prima facie county reports, CARE agreement reports, clinical evaluation reports, CARE plan reports, supplemental reports, regular status update reports for CARE Act scheduled hearings, one-year status reports, graduation plan reports, and reappointment to CARE reports.

• **Outreach and Engagement**: Includes all AOT assertive outreach and engagement activities required to determine eligibility and encourage voluntary participation in services; all CARE outreach and engagement activities required pursuant to W&I Code, sections 5977(a)(5)(A) and 5977(c)(2) to engage the respondent in voluntary services, to develop a CARE agreement with the respondent, and outreach done to engage the respondent in jointly preparing a graduation plan pursuant to W&I Code, section 5977.3(a)(3).

• **Notice**: Includes drafting notices that may include but are not limited to, AOT hearing on the petition notices, subsequent hearing notices, hearing on the issue of noncompliance with the agreement notices, and 60 day review hearing notices; prima facie respondent county notices, 30 additional days to engage respondent notices, initial appearance notices, investigation report notices, hearing on the merits notices, case management hearing notices, CARE agreement progress meeting notices, clinical evaluation review hearing notices, CARE plan review hearing notices, regular status update report (every 60 days) notices, one-year status hearing (month 11) notices, evidentiary hearing notices, graduation hearing notices, and reappointment to CARE notices.

• **Data Reporting:** Includes providing AOT specified data to be reported to DHCS annually pursuant to W&I Code, section 5348(d), including but not limited to, number of persons served by the program, contacts with law enforcement, days of hospitalization, adherence to prescribed treatment, victimization, violent behavior, substance abuse, and other data as determined by the department and other stakeholders as outlined in the DHCS AOT Data Dictionary; collecting and reporting data measures outlined in BHIN 23-052, including but not limited to, demographics of participants, housing placements, continuation of treatment information, and other data as determined by the department and other stakeholders.

Adult FSP - DART West
Mental Health Systems, Inc
FSP FFS Maximum Compensation

Instructions: At the top, please provide the name of the program and your organization's name. For each FY, please provide your proposed maximum compensation based upon estimated services provided within the blue cells in column E.

Maximum Compensation FY 25-26		**$**	**3,436,891**
Maximum Compensation FY 26-27		**$**	**4,247,997**
Maximum Compensation FY 27-28		**$**	**4,371,725**
Maximum Compensation FY 28-29		**$**	**4,495,454**
Maximum Compensation FY 29-30		**$**	**4,619,182**

Program Maximum Compensation	**$**	**21,171,249**

Adult FSP - DART West
Mental Health Systems, Inc
Fiscal Year 2025-26 FSP Cost Reimbursement Budget

PROGRAM EXPENSES

2000: DIRECT CLIENT SUPPORT

Acct #	Line Item Description	Amount
2001	Child Care	$ 2,625
2002	Client Housing Support	673,063
2003	Client Transportation & Support	27,633
2004	Clothing, Food, & Hygiene	10,708
2005	Education Support	1,875
2006	Employment Support	1,875
2007	Household Items for Clients	22,500
2008	Medication Supports	2,500
2009	Program Supplies - Medical	5,000
2010	Utility Vouchers	3,750
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
	DIRECT CLIENT CARE TOTAL	**$ 751,529**

TOTAL PROGRAM EXPENSES	**$ 751,529**

PROGRAM FUNDING SOURCES

8000: TOTAL PROGRAM REVENUES

Acct #	Line Item Description	Amount
8001	Revenue Allocated by DBH	$ 708,529
8002	Client Fees	-
8003	Client Insurance	-
8004	Grants (Specify)	-
8005	Other (Specify) Client Rent Income	43,000
8006	Other (Specify)	-
	TOTAL PROGRAM REVENUES	**$ 751,529**

TOTAL PROGRAM ESTIMATED REVENUES:	**$ 751,529**

NET PROGRAM COST:	**$ -**

Adult FSP - DART West
Mental Health Systems, Inc
Fiscal Year 2025-26 FSP Cost Reimbursement Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2000: DIRECT CLIENT SUPPORT			**751,529**	
	2001	Child Care	2,625	Estimated wrap expenses related to child care for clients
	2002	Client Housing Support	673,063	Estimated expenses for housing support for clients, including expenses relating from client damages.
	2003	Client Transportation & Support	27,633	Cost of transporting clients including staff mileage and bus passes/cards for client transportation needs
	2004	Clothing, Food, & Hygiene	10,708	Estimated expenses for food, hygiene supplies and kits, & clothing for clients
	2005	Education Support	1,875	Estimated wrap expenses related to Education Support for clients
	2006	Employment Support	1,875	Estimated wrap expenses related to Employment Support for clients
	2007	Household Items for Clients	22,500	Estimated wrap expenses for household items for clients
	2008	Medication Supports	2,500	Estimated wrap expenses related to pharmaceutical expenses when other coverage is not available.
	2009	Program Supplies - Medical	5,000	Medical supplies that consist of items such as latex gloves, cotton alcohol swipes, laboratory tests for clients
	2010	Utility Vouchers	3,750	Estimated wrap expenses related to client utility vouchers
	2011	Other (specify)	-	
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 751,529

Adult FSP - DART West
Mental Health Systems, Inc
Fiscal Year 2026-27 FSP Cost Reimbursement Budget

PROGRAM EXPENSES

2000: DIRECT CLIENT SUPPORT

Acct #	Line Item Description	Amount
2001	Child Care	$ 3,150
2002	Client Housing Support	807,675
2003	Client Transportation & Support	33,160
2004	Clothing, Food, & Hygiene	12,850
2005	Education Support	2,250
2006	Employment Support	2,250
2007	Household Items for Clients	27,000
2008	Medication Supports	3,000
2009	Program Supplies - Medical	6,000
2010	Utility Vouchers	4,500
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
	DIRECT CLIENT CARE TOTAL	**$ 901,835**

TOTAL PROGRAM EXPENSES	**$ 901,835**

PROGRAM FUNDING SOURCES

8000: TOTAL PROGRAM REVENUES

Acct #	Line Item Description	Amount
8001	Revenue Allocated by DBH	$ 858,835
8002	Client Fees	-
8003	Client Insurance	-
8004	Grants (Specify)	-
8005	Other (Specify) Client Rent Income	43,000
8006	Other (Specify)	-
	TOTAL PROGRAM REVENUES	**$ 901,835**

TOTAL PROGRAM ESTIMATED REVENUES:	**$ 901,835**

NET PROGRAM COST:	**$ -**

Adult FSP - DART West
Mental Health Systems, Inc
Fiscal Year 2026-27 FSP Cost Reimbursement Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2000: DIRECT CLIENT SUPPORT			901,835	
	2001	Child Care	3,150	Estimated wrap expenses related to child care for clients
	2002	Client Housing Support	807,675	Estimated expenses for housing support for clients, including expenses relating from client damages.
	2003	Client Transportation & Support	33,160	Cost of transporting clients including staff mileage and bus passes/cards for client transportation needs
	2004	Clothing, Food, & Hygiene	12,850	Estimated expenses for food, hygiene supplies and kits, & clothing for clients
	2005	Education Support	2,250	Estimated wrap expenses related to Education Support for clients
	2006	Employment Support	2,250	Estimated wrap expenses related to Employment Support for clients
	2007	Household Items for Clients	27,000	Estimated wrap expenses for household items for clients
	2008	Medication Supports	3,000	Estimated wrap expenses related to pharmaceutical expenses when other coverage is not available.
	2009	Program Supplies - Medical	6,000	Medical supplies that consist of items such as latex gloves, cotton alcohol swipes, laboratory tests for clients
	2010	Utility Vouchers	4,500	Estimated wrap expenses related to client utility vouchers
	2011	Other (specify)	-	
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 901,835

Adult FSP - DART West
Mental Health Systems, Inc
Fiscal Year 2027-28 FSP Cost Reimbursement Budget

PROGRAM EXPENSES

2000: DIRECT CLIENT SUPPORT

Acct #	Line Item Description	Amount
2001	Child Care	$ 3,150
2002	Client Housing Support	807,675
2003	Client Transportation & Support	33,160
2004	Clothing, Food, & Hygiene	12,850
2005	Education Support	2,250
2006	Employment Support	2,250
2007	Household Items for Clients	27,000
2008	Medication Supports	3,000
2009	Program Supplies - Medical	6,000
2010	Utility Vouchers	4,500
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
	DIRECT CLIENT CARE TOTAL	**$ 901,835**

TOTAL PROGRAM EXPENSES	**$ 901,835**

PROGRAM FUNDING SOURCES

8000: TOTAL PROGRAM REVENUES

Acct #	Line Item Description	Amount
8001	Revenue Allocated by DBH	$ 858,835
8002	Client Fees	-
8003	Client Insurance	-
8004	Grants (Specify)	-
8005	Other (Specify) Client Rent Income	43,000
8006	Other (Specify)	-
	TOTAL PROGRAM REVENUES	**$ 901,835**

TOTAL PROGRAM ESTIMATED REVENUES:	**$ 901,835**

NET PROGRAM COST:	**$ -**

Adult FSP - DART West
Mental Health Systems, Inc
Fiscal Year 2027-28 FSP Cost Reimbursement Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2000: DIRECT CLIENT SUPPORT			**901,835**	
	2001	Child Care	3,150	Estimated wrap expenses related to child care for clients
	2002	Client Housing Support	807,675	Estimated expenses for housing support for clients, including expenses relating from client damages.
	2003	Client Transportation & Support	33,160	Cost of transporting clients including staff mileage and bus passes/cards for client transportation needs
	2004	Clothing, Food, & Hygiene	12,850	Estimated expenses for food, hygiene supplies and kits, & clothing for clients
	2005	Education Support	2,250	Estimated wrap expenses related to Education Support for clients
	2006	Employment Support	2,250	Estimated wrap expenses related to Employment Support for clients
	2007	Household Items for Clients	27,000	Estimated wrap expenses for household items for clients
	2008	Medication Supports	3,000	Estimated wrap expenses related to pharmaceutical expenses when other coverage is not available.
	2009	Program Supplies - Medical	6,000	Medical supplies that consist of items such as latex gloves, cotton alcohol swipes, laboratory tests for clients
	2010	Utility Vouchers	4,500	Estimated wrap expenses related to client utility vouchers
	2011	Other (specify)	-	
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 901,835

Adult FSP - DART West
Mental Health Systems, Inc
Fiscal Year 2028-29 FSP Cost Reimbursement Budget

PROGRAM EXPENSES

2000: DIRECT CLIENT SUPPORT

Acct #	Line Item Description	Amount
2001	Child Care	$ 3,150
2002	Client Housing Support	807,675
2003	Client Transportation & Support	33,160
2004	Clothing, Food, & Hygiene	12,850
2005	Education Support	2,250
2006	Employment Support	2,250
2007	Household Items for Clients	27,000
2008	Medication Supports	3,000
2009	Program Supplies - Medical	6,000
2010	Utility Vouchers	4,500
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
	DIRECT CLIENT CARE TOTAL	**$ 901,835**

TOTAL PROGRAM EXPENSES	**$ 901,835**

PROGRAM FUNDING SOURCES

8000: TOTAL PROGRAM REVENUES

Acct #	Line Item Description	Amount
8001	Revenue Allocated by DBH	$ 858,835
8002	Client Fees	-
8003	Client Insurance	-
8004	Grants (Specify)	-
8005	Other (Specify) Client Rent Income	43,000
8006	Other (Specify)	-
	TOTAL PROGRAM REVENUES	**$ 901,835**

TOTAL PROGRAM ESTIMATED REVENUES:	**$ 901,835**

NET PROGRAM COST:	**$ -**

Adult FSP - DART West
Mental Health Systems, Inc
Fiscal Year 2028-29 FSP Cost Reimbursement Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2000: DIRECT CLIENT SUPPORT			901,835	
	2001	Child Care	3,150	Estimated wrap expenses related to child care for clients
	2002	Client Housing Support	807,675	Estimated expenses for housing support for clients, including expenses relating from client damages.
	2003	Client Transportation & Support	33,160	Cost of transporting clients including staff mileage and bus passes/cards for client transportation needs
	2004	Clothing, Food, & Hygiene	12,850	Estimated expenses for food, hygiene supplies and kits, & clothing for clients
	2005	Education Support	2,250	Estimated wrap expenses related to Education Support for clients
	2006	Employment Support	2,250	Estimated wrap expenses related to Employment Support for clients
	2007	Household Items for Clients	27,000	Estimated wrap expenses for household items for clients
	2008	Medication Supports	3,000	Estimated wrap expenses related to pharmaceutical expenses when other coverage is not available.
	2009	Program Supplies - Medical	6,000	Medical supplies that consist of items such as latex gloves, cotton alcohol swipes, laboratory tests for clients
	2010	Utility Vouchers	4,500	Estimated wrap expenses related to client utility vouchers
	2011	Other (specify)	-	
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 901,835

Adult FSP - DART West
Mental Health Systems, Inc
Fiscal Year 2029-30 FSP Cost Reimbursement Budget

PROGRAM EXPENSES

2000: DIRECT CLIENT SUPPORT

Acct #	Line Item Description	Amount
2001	Child Care	$ 3,150
2002	Client Housing Support	807,675
2003	Client Transportation & Support	33,160
2004	Clothing, Food, & Hygiene	12,850
2005	Education Support	2,250
2006	Employment Support	2,250
2007	Household Items for Clients	27,000
2008	Medication Supports	3,000
2009	Program Supplies - Medical	6,000
2010	Utility Vouchers	4,500
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
	DIRECT CLIENT CARE TOTAL	**$ 901,835**

TOTAL PROGRAM EXPENSES	**$ 901,835**

PROGRAM FUNDING SOURCES

8000: TOTAL PROGRAM REVENUES

Acct #	Line Item Description	Amount
8001	Revenue Allocated by DBH	$ 858,835
8002	Client Fees	-
8003	Client Insurance	-
8004	Grants (Specify)	-
8005	Other (Specify) Client Rent Income	43,000
8006	Other (Specify)	-
	TOTAL PROGRAM REVENUES	**$ 901,835**

TOTAL PROGRAM ESTIMATED REVENUES:	**$ 901,835**

NET PROGRAM COST:	**$ -**

Adult FSP - DART West
Mental Health Systems, Inc
Fiscal Year 2029-30 FSP Cost Reimbursement Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2000: DIRECT CLIENT SUPPORT			901,835	
	2001	Child Care	3,150	Estimated wrap expenses related to child care for clients
	2002	Client Housing Support	807,675	Estimated expenses for housing support for clients, including expenses relating from client damages.
	2003	Client Transportation & Support	33,160	Cost of transporting clients including staff mileage and bus passes/cards for client transportation needs
	2004	Clothing, Food, & Hygiene	12,850	Estimated expenses for food, hygiene supplies and kits, & clothing for clients
	2005	Education Support	2,250	Estimated wrap expenses related to Education Support for clients
	2006	Employment Support	2,250	Estimated wrap expenses related to Employment Support for clients
	2007	Household Items for Clients	27,000	Estimated wrap expenses for household items for clients
	2008	Medication Supports	3,000	Estimated wrap expenses related to pharmaceutical expenses when other coverage is not available.
	2009	Program Supplies - Medical	6,000	Medical supplies that consist of items such as latex gloves, cotton alcohol swipes, laboratory tests for clients
	2010	Utility Vouchers	4,500	Estimated wrap expenses related to client utility vouchers
	2011	Other (specify)	-	
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 901,835

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **All-Risk Property Insurance.** All-Risk Property Insurance with no coinsurance penalty provision in an amount that will cover the total of County purchased and owned property in possession of Contractor(s) and/or used in the execution of this Agreement. Contractor must name the County as an Additional Loss Payee.

(D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(E) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for disease.

(F) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Three Million Dollars ($3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

(G) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence, with an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis.

(H) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Article 11 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Behavioral Health – Attention Plan Administration, 1925 E Dakota Ave, Fresno, CA 93726, or electronically to DBHPlanAdmin@fresnocountyca.gov with a copy to the assigned County's DBH Staff Analyst, certificates of insurance and endorsements for all of the coverages required under this Agreement.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that

the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Data Security

1. Definitions

Capitalized terms used in this Exhibit have the meanings set forth in this section 1.

(A) "**Authorized Employees**" means the Contractor's employees who have access to Personal Information.

(B) "**Authorized Persons**" means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor's subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit.

(C) "**Director**" means the County's Director of the Department of Behavioral Health or his or her designee.

(D) "**Disclose**" or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

(E) "**Person**" means any natural person, corporation, partnership, limited liability company, firm, or association.

(F) "**Personal Information**" means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(G) "**Privacy Practices Complaint**" means a complaint received by the County relating to the Contractor's (or any Authorized Person's) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit.

(H) "**Security Safeguards**" means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit.

(I) "**Security Breach**" means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

(J) "**Use**" or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

(A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.

(B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor's, or any Authorized Person's, Use of that Personal Information.

(C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:

(i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;

(ii) use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit;

(iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and

(iv) not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.

(D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

(E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

(A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

(i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;

(ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;

(iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

(iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);

(v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;

(vi) having a patch management process including installation of all operating system and software vendor security patches;

(vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and

(viii) providing appropriate privacy and information security training to Authorized Employees.

(D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real-time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

(F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

(G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

(A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses: incidents@fresnocountyca.gov, 559-600-5900, (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:

(i) assisting the County in conducting any investigation;

(ii) providing the County with physical access to the facilities and operations affected;

(iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and

(iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

(C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

(D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit.

(E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

(A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit.

(C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a **"County Indemnitee"**) from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

9. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit shall survive the termination of this Agreement.

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit is intended to confer, nor shall anything in this Exhibit confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. No County Warranty. The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

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 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.

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

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses (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 beds in the facility now and the previous 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.

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

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

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

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

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

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

Signature: _____ Date: _____

_____ _____

(Printed Name & Title) (Name of Agency or Company)