

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between BHC Heritage Oaks Hospital, a Corporation, (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. County has an Agreement with the California State Department of Health Care Services (DHCS) to operate the Fresno County Mental Health Managed Care Plan in accordance with Welfare and Institutions Code Section 5000 et seq. which sets forth County’s requirements to provide, to the extent available, public mental health services; and

B. County is authorized to contract for the provision of inpatient psychiatric hospital services to Fresno County persons served eligible for such services under the Medi-Cal program, pursuant to Sections 14700 et seq. and 14712 et seq. of the California Welfare and Institutions Code and County may also determine the need to refer persons not eligible for Medi-Cal; and

C. Contractor is willing and able to provide such services to eligible Fresno County persons served, pursuant to the terms and conditions of this Agreement; and

D. County and Contractor mutually recognize that services under this Agreement will be rendered by Contractor to persons referred by County and it is not the intention of either County or Contractor that such individuals occupy the position of third-party beneficiaries of the obligations assumed by either party to this Agreement; and

E. The words and terms used in this Agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in Sections 14712 et seq. and 14680, et seq. of the California Welfare and Institutions Code, or the Medi-Cal Inpatient Psychiatric Hospital Services Consolidation Regulations pertaining to the rendition of health care or unless specifically defined in Exhibit A “Definitions.”

F. County entered into Agreement No.18-250 with Contractor on May 8, 2018, Amendment I on May 14, 2019, Amendment II on August 6, 2019, Amendment III on August 24, 2021,

1 Amendment IV (22-450) on October 11, 2022, and Amendment V (23-157) on April 11, 2023,
2 collectively Agreement No. 23-157.

3 G. Changes to the agreement are necessary due the Department of Health Care Services'
4 implementation of California Advancing and Innovating Medi-Cal (CalAIM), which includes a
5 new billing structure that Contractors must utilize, when applicable;

6 H. Agreement No. 23-157 was formerly a Master Agreement but will now be separated
7 between BHC Heritage Oaks Hospital and County. This Agreement shall replace, restate, and
8 supersede Agreement No. 23-157 in its entirety.

9 The parties therefore agree as follows:

10 **Article 1**

11 **Contractor's Services**

12 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
13 Exhibit B to this Agreement, titled "Contractor Scope of Work and Rates," and the following:

14 (A) Contractor agrees to render adolescent and/or adult Inpatient Psychiatric
15 Hospital services to any person served in need of such services in accordance with
16 regulations adopted pursuant to Sections 14700 et seq., 14712 et seq., and 14680 et
17 seq. of the California Welfare and Institutions Code, and to persons served referred by
18 County or by an acute inpatient facility following medical clearance of a person served
19 placed on an involuntary psychiatric hold pursuant to California Welfare and Institutions
20 Code 5150 when Contractor has the facilities available.

21 (B) County and Contractor mutually recognize that services under this Agreement
22 will be rendered by Contractor to persons who meet medically necessity criteria for
23 inpatient psychiatric hospitalization and it is not the intention of either County or
24 Contractor that such individuals occupy the position of third-party beneficiaries of the
25 obligations assumed by either party to this Agreement.

26 (C) Contractor shall participate in utilizing clinical tools and measures as directed by
27 the DBH.
28

1 (D) Contractor agrees to accept payment in full for Inpatient Psychiatric Hospital
2 Services, as provided in Article 4 Compensation, Invoices, and Payments and as
3 identified in Contractor's Exhibit B, of this Agreement, subject to third party liability and
4 person served share of costs, if applicable.

5 (E) Contractor shall provide or arrange for the provision and compensation of
6 physician services for persons served as it relates to physical health issues, with the
7 exception of the initial physical and health (p&h) examination at admission.

8 (F) Contractor shall, at its own expense, provide and maintain facilities and
9 professional, allied and supportive medical and paramedical personnel to provide all
10 necessary and appropriate Inpatient Psychiatric Hospital Services and shall ensure that
11 family members are involved in treatment when appropriate and family is willing to
12 participate.

13 (G) Contractor shall, at its own expense, provide and maintain the organizational and
14 administrative capabilities to carry out its duties and responsibilities under this
15 Agreement and all applicable statutes and regulations pertaining to Medi-Cal
16 contractors.

17 (H) Contractor shall receive reimbursement for an Administrative Day(s) from the
18 California State Department of Health Care Services, upon the condition that Contractor
19 agrees to be responsible for contacting less restrictive facilities (i.e., board and care
20 facilities, room and board facilities, licensed residential care facilities, etc.) within a sixty
21 (60) mile radius of Contractor's facility at least once every five (5) days to place persons
22 served when the person no longer requires Contractor's acute care. These contacts
23 must be documented by a brief description of status and the signature of the person
24 making the contacts. Person's served chart shall be reviewed on a weekly basis if their
25 status has changed.

26 (I) Inpatient Psychiatric Hospital Services rendered pursuant to this Agreement shall
27 be rendered at the facility location identified on Exhibit B, except as permitted by Article
28 1.11. - Delegation of Contractor's Duties: When Permitted.

1 (J) Contractor shall provide Inpatient Psychiatric Hospital Services in the same
2 manner to persons referred by County as it provides to all persons served to whom it
3 renders Inpatient Psychiatric Hospital Services.

4 (K) Contractor shall not discriminate in any manner, including admission practices,
5 placement in special or separate wings or rooms, nor make any provision for special or
6 separate means.

7 (L) Contractor shall take such action as required by Contractor's Medical Staff
8 Bylaws against medical staff members who violate those bylaws, as the same may be
9 amended from time to time.

10 (M) Contractor shall assure that any and all eligible persons served receive care as
11 required by Sections 14700 et seq. and 14712 et seq. of the California Welfare and
12 Institutions Code and assure that the same quality of care is rendered to all persons
13 served referred by County independent of funding source. Payment may be denied by
14 County when requirements are not met.

15 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
16 able to perform all of the services provided in this Agreement.

17 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
18 applicable federal, state, and local laws and regulations in the performance of its obligations
19 under this Agreement, including but not limited to workers compensation, labor, and
20 confidentiality laws and regulations.

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

24 (A) California Code of Regulations, Title 9;

25 (B) California Code of Regulations, Title 22;

26 (C) California Welfare and Institutions Code, Division 5;

27 (D) United States Code of Federal Regulations, Title 42, including but not limited to
28 Parts 438 and 455;

- 1 (E) United States Code of Federal Regulations, Title 45;
- 2 (F) United States Code, Title 42 (The Public Health and Welfare), as applicable;
- 3 (G) Balanced Budget Act of 1997;
- 4 (H) Health Insurance Portability and Accountability Act (HIPAA); and
- 5 (I) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory
- 6 guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and
- 7 Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of
- 8 County's, state or federal contracts governing services for persons served.

9 In the event any law, regulation, or guidance referred to in this section 1.3 is amended
10 during the term of this Agreement, the parties agree to comply with the amended authority as of
11 the effective date of such amendment without amending this Agreement.

12 Contractor recognizes that County operates its mental health programs under an
13 agreement with DHCS, and that under said agreement the State imposes certain requirements
14 on County and its subcontractors. Contractor shall adhere to all State requirements, including
15 those identified in Exhibit C, "Behavioral Health Requirements", attached hereto and by this
16 reference incorporated herein and made part of this Agreement.

17 **1.4 Licenses/Certificates.** Throughout each term of this Agreement, Contractor and
18 Contractor's staff shall maintain all necessary licenses, permits, approvals, certificates, waivers
19 and exemptions necessary for the provision of the services hereunder and required by the laws
20 and regulations of the United States of America, State of California, the County of Fresno, and
21 any other applicable governmental agencies. Contractor shall notify County immediately in
22 writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers
23 and exemptions irrespective of the pendency of any appeal related thereto. Additionally,
24 Contractor and Contractor's staff shall comply with all applicable laws, rules or regulations, as
25 may now exist or be hereafter changed

26 **1.5 Credentialing and Recredentialing.** When requested by County, Contractor and
27 their respective staff must follow the uniform process for credentialing and recredentialing of
28 service providers established by County, including disciplinary actions such as reducing,

1 suspending, or terminating provider’s privileges. Failure to comply with specified requirements
2 can result in suspension or termination of an individual or provider.

3 Upon request, the Contractor must demonstrate to the County that each of its providers
4 are qualified in accordance with current legal, professional, and technical standards, and that
5 they are appropriately licensed, registered, waived, and/or certified.

6 Contractor must not employ or subcontract with providers debarred, suspended or
7 otherwise excluded (individually, and collectively referred to as “Excluded”) from participation in
8 Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set
9 forth in 42 C.F.R. §438.610. See Article 12 below.

10 Contractor is required to verify and document at a minimum every three (3) years that
11 each network provider that delivers covered services continues to possess valid credentials,
12 including verification of each of the credentialing requirements as per the County’s uniform
13 process for credentialing and recredentialing. If any of the requirements are not up to date,
14 updated information should be obtained from network providers to complete the re-credentialing
15 process.

16 1.6 **Criminal Background Check.** Contractor shall ensure that all providers and/or
17 subcontracted providers consent to a criminal background check, including fingerprinting to the
18 extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence
19 of completed consents when requested by the County, DHCS or the US Department of Health &
20 Human Services (US DHHS).

21 1.7 **Guiding Principles.** Contractor shall align programs, services, and practices with
22 the vision, mission, and guiding principles of the DBH, as further described in Exhibit D, “Fresno
23 County Department of Behavioral Health Guiding Principles of Care Delivery”, attached hereto
24 and by this reference incorporated herein and made part of this Agreement.

25 1.8 **Clinical Leadership.** Contractor shall send to County upon execution of this
26 Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their
27 clinical program. Recruitment and retaining clinical leadership with the clinical competencies to
28

1 oversee services based on the level of care and program design presented herein shall be
2 included in this plan. A description and monitoring of this plan shall be provided.

3 **1.9 Contractor’s Professional and Administrative Responsibilities.** To the extent
4 required by Title 22, Division 5, Chapter 1, Section 70713 of the California Code of Regulations,
5 Contractor retains professional and administrative responsibility for the services rendered
6 pursuant to this Agreement. Contractor’s retention of these responsibilities shall not alter or
7 modify, in any way, the hold harmless, indemnification, insurance or independent contractor
8 provisions set forth in this Agreement.

9 **1.10 Protection Of Licensure and Accreditation.** Notwithstanding any provision herein
10 to the contrary, in the event performance by any of the parties hereto of any term, covenant,
11 condition or provision of this Agreement shall jeopardize the licensure of any of Contractor’s
12 facilities, or the full accreditation of any of Contractor’s facilities by the Joint Commission on
13 Accreditation of Healthcare Organizations (JCAHO) or any other regulatory or accrediting
14 agency, or for any other reason said performance should be in violation of applicable statutes,
15 ordinances or regulations, or be deemed unethical by any recognized body, agency or
16 association in the health care field, it is the duty of the party acquiring such knowledge to notify
17 the other party within five (5) working days, and such term, covenant, condition or provision
18 shall be renegotiated by the parties. In the event the parties are unable to renegotiate said term
19 or terms within a reasonable time, either party may terminate this Agreement upon thirty (30)
20 days advance written notice to the other party.

21 **1.11 Delegation Of Contractor’s Duties: When Permitted**

22 (A) Contractor and County recognize that the Psychiatric Inpatient Hospital Services
23 to be rendered under this Agreement are personal and non-delegable, except as
24 provided in this Agreement. Any attempt by Contractor to delegate or otherwise vest
25 responsibility for performance of its duties in any manner other than those expressly
26 permitted in this Section 1.4 shall constitute a present material breach of this Agreement.
27
28

1 (B) Except as limited by Subsection (E) of this Section 1.11, delegation of duties by
2 Contractor shall not constitute a present material breach only if such delegation is in
3 conformity with one of the following:

4 (1) The Delegate renders the Inpatient Psychiatric Hospital Services at
5 Contractor's facility or location.

6 (2) For services to Medi-Cal persons served only, if the total of all payments by
7 Contractor for all delegated services not covered under this Section 1.11(B)(1), nor
8 specially authorized under Section 1.11(B)(3), will not exceed five percent (5%) of
9 the total Medi-Cal inpatient psychiatric billing by Contractor in any consecutive three
10 (3) month period, Contractor may delegate duties to any qualified Delegate under
11 Subsection (C) of this Section 1.11 without written approval of County.

12 (3) Any delegation not authorized under Section 1.11(B)(1) or 1.11(B)(2) shall
13 require the prior written approval of County's DBH Director, or designee. Such prior
14 written approval must be requested in a written application which identifies the
15 proposed Delegate or Delegates, warrants their qualification to render services
16 required by and in conformity with the terms of this Agreement, and identifies the
17 categories of services to be delegated along with an estimate of the percentage of
18 services in those categories which Contractor anticipates will be rendered by the
19 Delegate or Delegates.

20 (C) When authorization is given pursuant to Section 1.11(B)(3), Contractor shall be
21 responsible for all aspects of performance by its Delegate or Delegates. Contractor
22 hereby agrees that any default, refusal to perform or defective performance of any
23 delegated duty or service shall constitute a breach of this Agreement on the part of
24 Contractor to the same extent as if such default, refusal to perform or defective
25 performance had been directly committed or incurred by Contractor.

26 (D) All costs for services rendered by a Delegate or Delegates are included in all-
27 inclusive rates paid to Contractor pursuant to Article 4 of this Agreement.
28

1 (E) As a limitation upon the authorizations set forth in this Section 1.11(B), no
2 delegation shall be attempted or entered if:

3 (1) The Delegate is not licensed and certified to the same extent as that required
4 of Contractor under this Section 1.14. Licensure and Certification Conditions of this
5 Agreement; or

6 (2) The location at which the Delegate is to perform the delegated services is at
7 such a distance from Contractor's location that it is beyond the range considered
8 acceptable in the opinion of County for provision of the delegated services as it could
9 unnecessarily or unduly burden affected persons served; or

10 (3) The services are available at Contractor's location. Contractor shall not
11 discriminate against persons served in making a determination of availability of
12 facilities at its own location.

13 **1.12 Delegation of Contractor's Duties: How Accomplished.** In any delegation
14 pursuant to authorization contained in Section 1.11(B)(3), Contractor shall contract in writing
15 with a Delegate or Delegates for the assumption of the primary duty of performance of the
16 duties assumed by Contractor under the terms of this Agreement. Any written contract of
17 delegation shall include the following:

18 (A) Covenants on the part of Contractor and the Delegate that the contract of
19 delegation shall be governed by and construed in accordance with all applicable laws
20 and regulations and this Agreement.

21 (B) Specification of the services to be provided by the Delegate.

22 (C) Specification of the term of the contract of delegation including the beginning and
23 ending dates, as well as methods of extension, renegotiation and termination.

24 (D) A warranty by the Delegate that it presently conforms, and during the life of the
25 delegation shall continue to conform, to the licensure and certification requirements
26 exacted from Contractor under Section 1.14 of this Agreement and that its failure to
27 abide by the terms of this warranty shall be an express condition subsequently
28 discharging Contractor from all obligations under the terms of the contract of delegation.

1 (E) A covenant running to County as an intended third-party beneficiary of the
2 contract of delegation whereby the Delegate promises:

3 (1) To maintain, for at least ten (10) years after the close of the fiscal year in
4 which the contract of delegation was in effect, full books and records pertaining to
5 the goods and services furnished under the terms of the delegation in accordance
6 with general standards applicable to such book and record keeping.

7 (2) To make the books and records maintained under Section 1.12(E)(1) of this
8 Agreement available for inspection, examination or copying by agents of County, the
9 California State Department of Health Care Services and the United States
10 Department of Health and Human Services at all reasonable times at the Delegate's
11 place of business, or at such other location in California approved in writing by
12 County.

13 (3) To make full disclosure of the method and amount of compensation or other
14 direct or indirect consideration received by the Delegate from Contractor.

15 (4) That no services rendered on behalf of Contractor by the Delegate pursuant
16 to the contract of delegation will be billed to County or the fiscal intermediary by the
17 Delegate; the Delegate will look exclusively to Contractor for compensation under the
18 terms of the contract of delegation.

19 (5) To hold harmless County, the California State Department of Health Care
20 Services, the State of California and persons served in the event that Contractor
21 cannot or will not pay for services performed by the Delegate pursuant to the terms
22 of the contract of delegation.

23 **1.13 Assumption Of Risk by Contractor.** Whether rendered directly or through the
24 instrumentality of a Delegate as permitted under this Agreement, Contractor shall bear total risk
25 for the cost of all Inpatient Psychiatric Hospital Services rendered under this Agreement. As
26 used in this Section, "risk" means that Contractor covenants to accept as payment in full for the
27 Inpatient Psychiatric Hospital Services described herein, those payments received pursuant to
28 Article 4 of this Agreement. Such acceptance of the risk shall be made irrespective of whether

1 the cost of such services and related administrative expenses shall have exceeded the
2 authorized payment by County as set forth in this Agreement.

3 **1.14 Licensure And Certification Conditions.** Contractor hereby represents and
4 warrants that it is currently, and for the duration of this Agreement shall remain, certified by the
5 JCAHO and licensed as a general acute care hospital or acute psychiatric hospital in
6 accordance with Section 1250 et seq. of the California Health and Safety Code and the
7 licensing regulations contained in Title 22 and Title 17 of the California Code of Regulations.

8 **1.15 Utilization Controls.** As express conditions precedent to any authorization by
9 County for payment obligation under the terms of this Agreement: (1) Contractor shall adhere to
10 all utilization controls and obtain authorization for services in accordance with Sections 14712
11 and 14718 of the California Welfare and Institutions Code and regulations adopted pursuant
12 thereto; and (2) Contractor shall notify County within ten (10) calendar days of the emergency
13 admission of a persons served.

14 **1.16 Appointment Of Liaisons.**

15 (A) Contractor shall designate in writing a person to act as liaison to County. Such
16 person shall coordinate all communications between the parties. The written designation
17 of such person shall constitute the conferral of full agency powers to bind Contractor as
18 principal in all dealings with County/Department(s).

19 (B) County shall designate a liaison in conformity with the procedures and with such
20 authority as specified in Article 6 of this Agreement.

21 **1.17 Records.** Contractor shall maintain records in accordance with Exhibit E,
22 "Documentation Standards for Person Served Records", attached hereto and by this reference
23 incorporated herein and made part of this Agreement. All medical records shall be maintained
24 for a minimum of ten (10) years from the date of the end of this Agreement.

25 **1.18 Access to Records.** Contractor shall provide County with access to all
26 documentation of services provided under this Agreement for County's use in administering this
27 Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the
28 Controller General of the United States, and any other authorized Federal and State agencies to

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

6 **2.2 Monitoring.** Contractor agrees to extend to County's staff, County's DBH and the
7 California Department of Health Care Services (DHCS), or their designees, the right to review
8 and monitor records, programs, or procedures, at any time, in regard to persons served, as well
9 as the overall operation of Contractor's programs, in order to ensure compliance with the terms
10 and conditions of this Agreement.

11 **Article 3**

12 **County's Responsibilities**

13 **3.1** The County shall provide oversight and collaborate with Contractor, other County
14 Departments, and community agencies to help achieve program goals and outcomes. In
15 addition to contractor monitoring of program, oversight includes, but not limited to, coordination
16 with Department of Health Care Services (DHCS) in regard to program administration and
17 outcomes. County shall participate in evaluating the progress of the overall program, levels of
18 care components, and the efficiency of collaboration with the Contractor staff and will be
19 available to Contractor for ongoing consultation.

20 County shall receive and analyze statistical outcome data from Contractor throughout
21 the term of contract on a monthly basis. County shall notify the Contractor when additional
22 participation is required. The performance outcome measurement process will not be limited to
23 survey instruments but will also include, as appropriate, persons served and staff surveys, chart
24 reviews, and other methods of obtaining required information.

25 **Article 4**

26 **Compensation, Invoices, and Payments**

27 **4.1** The County agrees to pay, and the Contractor agrees to receive, compensation for
28 Psychiatric Inpatient Hospital Services as stated in this Agreement at service rates to be

1 determined by County and Contractor as described in Exhibit B to this Agreement, titled
2 “Contractor Scope of Work and Rates.” Exhibit B shall contain service location and any specific
3 contractual responsibilities relative to Contractor.

4 **4.2 Maximum Compensation.** The maximum compensation payable to the Contractor
5 under this Agreement for the period of July 1, 2023 through June 30, 2024 is Seven Hundred
6 Twenty Thousand No/100 Dollars (\$720,000), which is not a guaranteed sum, but shall be paid
7 only for services rendered and received. The maximum compensation payable to the Contractor
8 under this Agreement for the period of July 1, 2024 through June 30, 2025 is Eight Hundred
9 Sixty Thousand No/100 Dollars (\$860,000), which is not a guaranteed sum, but shall be paid
10 only for services rendered and received.

11 **4.3 Total Maximum Compensation.** In no event shall the maximum contract amount for
12 all the services provided by the Contractor to County under the terms and conditions of this
13 Agreement be in excess of One Million Five Hundred Eighty Thousand No/100 Dollars
14 (\$1,580,000) during the entire term of this Agreement.

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

18 It is acknowledged by all parties hereto that the rate(s) specified in Exhibit B
19 “Contractor Scope of Work and Rates” may change during the term of this Agreement and such
20 rate changes must be approved by County pursuant to Section 24.1, “Modification.” Any such
21 rate increase shall become part of this Agreement.

22 The Contractor acknowledges that the County is a local government entity and does so
23 with notice that the County’s powers are limited by the California Constitution and by State law,
24 and with notice that the Contractor may receive compensation under this Agreement only for
25 services performed according to the terms of this Agreement and while this Agreement is in
26 effect, and subject to the maximum amount payable under this section. The Contractor further
27 acknowledges that County employees have no authority to pay the Contractor except as
28 expressly provided in this Agreement.

1 4.4 **Applicable Fees.** Contractor will perform eligibility and financial determinations, in
2 accordance with DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all persons
3 served unless directed otherwise by the County's DBH Director or designee.

4 Contractor shall not submit a claim to, or demand or otherwise collect reimbursement
5 from, the person served or persons acting on behalf of the person served for any specialty
6 mental health or related administrative services provided under this Contract, except to collect
7 other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9,
8 §1810.365(c).

9 The Contractor must not bill persons served, for covered services, any amount greater
10 than would be owed if the County provided the services directly as per and otherwise not bill
11 persons served as set forth in 42 C.F.R. § 438.106.

12 4.5 **Invoices.** The Contractor shall submit invoices electronically to: 1)
13 mcare@fresnocountyca.gov, 2) dbh-invoices@fresnocountyca.gov; and 3)
14 dbhcontractedservicesdivision@fresnocountyca.gov. The Contractor shall submit each invoice
15 within sixty (60) days after the month in which the Contractor performs services and in any case
16 within sixty (60) days after the end of the term or termination of this Agreement. At the discretion
17 of County's DBH Director or designee, if an invoice is incorrect or is otherwise not in proper form
18 or substance, County's DBH Director, or designee, shall have the right to withhold payment as
19 to only the portion of the invoice that is incorrect or improper after five (5) days prior notice to
20 Contractor. Contractor agrees to continue to provide services for a period of ninety (90) days
21 after notification of an incorrect or improper invoice. If after the ninety (90) day period, the
22 invoice is still not corrected to County satisfaction, County's DBH Director, or designee, may
23 elect to terminate this Agreement, pursuant to the termination provisions stated in Article 7 of
24 this Agreement.

25 4.6 **Payment.** Payments shall be made by County to Contractor in arrears, for services
26 provided during the preceding month, within forty-five (45) days after the date of receipt,
27 verification, and approval by County. All final invoices shall be submitted by Contractor within
28 sixty (60) days following the final month of service for which payment is claimed. No action shall

1 be taken by County on claims submitted beyond the sixty (60) day closeout period. Any
2 compensation which is not expended by Contractor pursuant to the terms and conditions of this
3 Agreement shall automatically revert to County.

4 (A) For those persons served determined by County staff to meet medical necessity
5 criteria for acute inpatient hospitalization and referred by County and admitted to the
6 facility; and should retrospective review of the person served fail to meet Medi-Cal
7 medical necessity criteria, County will compensate Contractor at the rate as identified in
8 Exhibit B, per day of admission in these instances.

9 (B) If the person served is Medi-Cal eligible, County will adjust the Treatment
10 Authorization Request (TAR) in accordance with Medi-Cal medical necessity criteria to
11 prevent and incorrect claim to the State. If Medi-Cal funding is subsequently secured,
12 Contractor shall credit County the appropriate amount.

13 (C) Billing Procedures as Express Conditions Precedent to County's Authorization for
14 Payment:

15 (1) As an express condition precedent to County's authorization for payment
16 under this Article 4 of this Agreement, Contractor shall determine that Inpatient
17 Psychiatric Hospital Services rendered are not covered, in whole or in part, under
18 any State of California or Federal medical care program other than Medi-Cal,
19 Medicare, or under any other contractual or legal entitlement, including, but not
20 limited to, a private group indemnification or insurance program or worker's
21 compensation. To the extent that such coverage is available, the payment received
22 by Contractor from such coverage will reduce County's payment obligation for a
23 combined amount not to exceed the rate pursuant to those in Exhibit B. The person's
24 served or individual's share of cost, i.e., payments required to be made by person's
25 served or individuals under applicable insurance policies, etc., will also reduce the
26 State's Medi-Cal payment obligation or County's payment obligation, by the amount
27 of the share of cost.
28

1 (2) As a further express condition precedent to any County authorization for
2 payment under Article 4 of this Agreement, Contractor shall submit claims addressed
3 to Fresno County Mental Health Plan, 1925 E Dakota Ave. Suite G, Fresno, CA
4 93726: Attention Managed Care Division Manager, for all services rendered to
5 persons covered under the terms of this Agreement, in accordance with the
6 applicable billing requirements contained in Section 14778 of the California Welfare
7 and Institutions Code and the regulations adopted thereto. A carbon copy of the
8 monthly claims shall also be emailed to the following email addresses on a monthly
9 basis: mcare@fresnocountyca.gov;
10 dbhcontractedservicesdivision@fresnocountyca.gov; and [DBH-
Invoices@fresnocountyca.gov](mailto:DBH-
11 Invoices@fresnocountyca.gov).

12 (3) An authorized day of service shall be billed for each person who occupies an
13 inpatient psychiatric bed at 12:00 midnight in the facilities of either Contractor(s) or
14 an authorized Delegate. Day of discharge shall not be billed. However, a day of
15 service may be billed if the person is admitted and discharged during the same day
16 provided that such admission and discharge is not within twenty-four (24) hours of a
17 prior discharge. For billing purposes, persons served receiving Psychiatric Inpatient
18 Hospital Services, as described herein, must meet emergency admission criteria,
19 documentation requirements, treatment and discharge planning requirements and
20 have received an approved TAR for the days being billed. Said TAR and supporting
21 documentation must be submitted by Contractor to County via a web-enabled
22 utilization review platform for the purpose of carrying out psychiatric inpatient
23 concurrent review and authorization, or by using another process adopted by
24 County. Concurrent review requests may be directed to Keystone Peer Review
25 Organization, Inc. (Kepro) by phone 866-449-2737, by facsimile 833-551-2637, or by
26 email CARreviews@Kepro.com. Upon date of admission of each person served,
27 concurrent reviews are required every three (3) days, or at a frequency prescribed by
28 County.

1 (D) Recovery of Overpayments to Contractor, Liability for Interest:

2 (1) When an audit performed by County, the California State Department of
3 Health Care Services, the California State Controller's Office, or any other authorized
4 agency discloses that Contractor has been overpaid under this Agreement,
5 Contractor covenants that any such overpayment may be recouped by County by
6 reducing future payment or invoicing the Contractor for such overpayment.

7 (2) Overpayments determined as a result of audits of periods prior to the
8 effective date of this Agreement may be recouped by County withholding
9 authorization of the amount due from what would otherwise be County liability under
10 this Agreement, seeking recovery by payment from Contractor, or a combination of
11 these two methods.

12 (3) When recoupment or recovery is sought under Article 4.6(D) of this
13 Agreement, Contractor may appeal according to applicable procedural requirements
14 of Sections 14700 et seq. and 14712 et seq. of the California Welfare and Institutions
15 Code, with the following exceptions:

16 4.6.D.3.1. The recovery or recoupment shall commence forty-five (45) days
17 after issuance of account status or demand resulting from an audit or
18 review and shall not be deferred by the filing of a request for an appeal
19 according to the applicable regulations.

20 4.6.D.3.2. Contractor's liability to County for any amount recovered under
21 this Section shall be as provided in Section 14718 of the California
22 Welfare and Institutions Code and regulations adopted pursuant thereto.

23 (E) Customary Charges Limitation.

24 (1) Notwithstanding any other provision in this Agreement, County's authorization
25 for payment to Contractor shall not exceed Contractor's total customary charges for
26 like services during each hospital fiscal year, or part thereof, in which this Agreement
27 is in effect. County may recoup any excess of total payments above such total
28 customary charges under Article 4.6(D).

(2) As used in Article 4.6(E), “customary charges” is defined as those uniform charges listed in a Contractor’s established fee schedule, which is in effect and applied consistently to most persons served and recognized for program reimbursement. Where a Contractor does not have an established fee schedule in effect and applied to most persons served, the determined “customary charges” are the most frequent or typical charges imposed uniformly for given items or services. However, in either case, in order to be considered customary charges, they must actually be imposed uniformly on most persons served and actually be collected from a substantial percentage of persons served liable for payment on a charge basis. Such charges must also be recognized for program reimbursement (see Department of Health and Human Services, Health Care Financing Administration, Medicare Contractor Reimbursement Manual, Part 1 (“HCFA 15-1”), Chapter 26 Section 2604.3), and are defined in conformity with 42 USC Section 1395f, 42 CFR Part 413 and the regulations promulgated pursuant thereto.

4.7 **Rates.** Negotiated Inpatient mental health service rates shall not, whenever possible, exceed DHCS annual published rate for Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Non-Negotiated Rates, excluding professional (Physician and Psychiatrist) fees. Negotiated service rates that are greater than the published rate must be clearly validated and, at the discretion of County, approved prior to implementation.

(A) Rate Structure:

(1) Medi-Cal Persons Served: Provided that there shall first have been a submission of claims in accordance with this Agreement, and payment authorization from County, Contractor shall be paid by the State Department of Health Care Services at the all-inclusive rate(s) as identified in Exhibit B, per person served per day for Acute Inpatient Psychiatric Hospital Services, excluding Physician and Psychiatrist fees, based on the following accommodation codes:

Description	Accommodation Code	Rate
Administrative Day	169	See Exhibit B

1 Room & Board, Semi-Private 124 See Exhibit B
 2 2-Bed, Psychiatric

3 (2) Non-Medi-Cal Persons Served: Only for those persons with UMDAP eligibility
 4 or retroactive eligibility for the period of hospitalization and where County received
 5 notification within twenty-four (24) hours of admission specifically referred by County
 6 to Contractor, and for which there shall first have been a submission of claims in
 7 accordance with this Agreement and for each approved day as determined by
 8 utilization review performed by County, Contractor shall be paid by County at the all-
 9 inclusive rate(s) as identified in Exhibit B, per person served per day for Acute
 10 Psychiatric Inpatient Hospital Services, excluding Physician and Psychiatrist fees,
 11 based on the following accommodation codes:

Description	Accommodation Code	Rate
Administrative Day	169	See Exhibit B
Room & Board, Semi-Private 2-Bed, Psychiatric	124	See Exhibit B

16 (B) It is understood by County and Contractor that the DBH Director or designee and
 17 the Contractor's Director of designee are responsible for negotiating and establishing the
 18 Inpatient Psychiatric Day Rate (Room and Board, Semi-Private, 2-bed, Psychiatric)
 19 during each fiscal year, which may supersede the rate identified in Exhibit B. Said rate
 20 adjustments(s) shall be approved by County and Contractor and become part of this
 21 Agreement. Any rate adjustment(s) shall not result in an increase to the maximum
 22 compensation of the Agreement stated herein. Rate adjustments shall occur on an
 23 annual basis in a format provided by, and a deadline set by County.

24 (C) **Physician Services.** Non-psychiatric Physician services and medically
 25 necessary physical health services provided post admittance of a County person served
 26 covered under this Agreement, are not covered under this Agreement and shall not be
 27 paid by the County.
 28

1 (D) **Psychiatrist Services.** Psychiatrist/Professional Fees (Professional Services)
2 shall be identified in Exhibit B, and may or may not be included in the Inpatient Day
3 Rate. If Professional Fees are not included in the Inpatient Day Rate, they must be noted
4 in chart notes and billed per minute on the CMS 1500 form or invoiced on a template
5 approved by County.

6 (E) **Adolescent Eating Disorder Program (AEDP) service fees.** If applicable, are
7 determined by County and Contractor and shall be identified in Exhibit B.

8 (F) **Transportation Services.** In the event transportation services are required by
9 those persons receiving Inpatient Psychiatric Hospital Services, facilitation of such
10 transportation services shall be the responsibility of Contractor. When persons served
11 are eligible, Contractor must utilize the Medi-Cal transportation benefit through Managed
12 Care Plans.

13 4.8 **Recoupments and Audits.** County shall recapture from Contractor the value of any
14 services or other expenditures determined to be ineligible based on the County or State
15 monitoring results. The County reserves the right to enter into a repayment agreement with
16 Contractor, with total monthly payments not to exceed twelve (12) months from the date of the
17 repayment agreement, to recover the amount of funds to be recouped. The County has the
18 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of
19 the repayment Agreement. The repayment agreement may be made with the signed written
20 approval of County's DBH Director, or designee, and Contractor through a repayment
21 Agreement. The monthly repayment amounts may be netted against the Contractor's monthly
22 billing for services rendered during the month, or the County may, in its sole discretion, forego a
23 repayment agreement and recoup all funds immediately. This remedy is not exclusive, and
24 County may seek recoupment from any other means, including, but not limited to, a separate
25 contract or agreement with Contractor.

26 Contractor shall be held financially liable for any and all future disallowances/audit
27 exceptions due to Contractor's deficiency discovered through the State audit process and
28 County utilization review for services provided during the course of this Agreement. At County's

1 election, the disallowed amount will be remitted within forty-five (45) days to County upon
2 notification or shall be withheld from subsequent payments to Contractor. Contractor shall not
3 receive reimbursement for any units of services rendered that are disallowed or denied by the
4 Fresno County Mental Health Plan (Mental Health Plan) utilization review process or through
5 the State of California DHCS audit and review process, cost report audit settlement if applicable,
6 for Medi-Cal eligible beneficiaries.

7 **4.9 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
8 expenses that are not specified as payable by the County under this Agreement. If Contractor
9 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for
10 further compensation.

11 **4.10 Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
12 limitations, and/or conditions imposed by County or state or federal funding sources that may in
13 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
14 contingent upon sufficient funds being made available by County, state, or federal funding
15 sources for the term of the Agreement. If the federal or state governments reduce financial
16 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss
17 renegotiating the services required by this Agreement.

18 In the event that funding for these services is delayed by the State Controller, County
19 may defer payments to Contractor. The amount of the deferred payment shall not exceed the
20 amount of funding delayed by the State Controller to the County. The period of time of the
21 deferral by County shall not exceed the period of time of the State Controller's delay of payment
22 to County plus forty-five (45) days.

23 **4.11 Additional Financial Requirements.** County has the right to monitor the
24 performance of this Agreement to ensure the accuracy of claims for reimbursement and
25 compliance with all applicable laws and regulations.

26 Contractor must comply with the False Claims Act employee training and policy
27 requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States
28 Department of Health and Human Services may specify.

1 Contractor agrees that no part of any federal funds provided under this Agreement shall
2 be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the
3 Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from
4 time to time amended.

5 Contractor must maintain financial records for a minimum period of ten (10) years or until
6 any dispute, audit or inspection is resolved, whichever is later. Contractor will be responsible for
7 any disallowances related to inadequate documentation.

8 **4.12 Contractor Prohibited from Redirection of Contracted Funds.** Contractor may
9 not redirect or transfer funds from one funded program to another funded program under which
10 Contractor provides services pursuant to this Agreement except through a duly executed
11 amendment to this Agreement.

12 Contractor may not charge services delivered to an eligible person served under one
13 funded program to another funded program unless the person served is also eligible for services
14 under the second funded program.

15 **4.13 Financial Audit Report Requirements for Pass-Through Entities.** If County
16 determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined
17 in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost
18 principles and administrative requirements including claims for payment or reimbursement by
19 County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor
20 shall observe and comply with all applicable financial audit report requirements and standards.

21 Financial audit reports must contain a separate schedule that identifies all funds included
22 in the audit that are received from or passed through the County. County programs must be
23 identified by Agreement number, Agreement amount, Agreement period, and the amount
24 expended during the fiscal year by funding source.

25 Contractor will provide a financial audit report including all attachments to the report and
26 the management letter and corresponding response within six months of the end of the audit
27 year to the County’s DBH Director or designee. The County’s Director or designee is
28 responsible for providing the audit report to the County Auditor.

1 Contractor must submit any required corrective action plan to the County simultaneously
2 with the audit report or as soon thereafter as it is available. The County shall monitor
3 implementation of the corrective action plan as it pertains to services provided pursuant to this
4 Agreement.

5 **Article 5**

6 **Term of Agreement**

7 5.1 **Term.** This Agreement is effective on July 1, 2023, and terminates on June 30, 2024
8 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
9 below.

10 5.2 **Extension.** The term of this Agreement may be extended for no more than a one-
11 year period only upon written approval of both parties at least thirty (30) days before the first day
12 of the one-year extension period. The County's DBH Director or designee is authorized to sign
13 the written approval on behalf of the County based on the Contractor's satisfactory
14 performance. The extension of this Agreement by the County is not a waiver or compromise of
15 any default or breach of this Agreement by the Contractor existing at the time of the extension
16 whether or not known to the County.

17 **Article 6**

18 **Notices**

19 6.1 **Contact Information.** The persons and their addresses having authority to give and
20 receive notices provided for or permitted under this Agreement include the following:

21 **For the County:**

22 Director
23 County of Fresno
24 1925 E. Dakota Avenue
25 Fresno, CA 93726
26 dbhcontractedservicesdivision@fresnocountyca.gov

27 **For the Contractor:**

28 Director of Contract Management
BHC Heritage Oaks Hospital, Inc.
4250 Auburn Blvd.
Sacramento, CA 95841

1 6.2 **Change of Contact Information.** Either party may change the information in section
2 6.1 by giving notice as provided in section 6.3.

3 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
4 for or permitted under this Agreement must be in writing, state that it is a notice provided under
5 this Agreement, and be delivered either by personal service, by first-class United States mail, by
6 an overnight commercial courier service, or by Portable Document Format (PDF) document
7 attached to an email.

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

9 (B) A notice delivered by first-class United States mail is effective three (3) County
10 business days after deposit in the United States mail, postage prepaid, addressed to the
11 recipient.

12 (C) A notice delivered by an overnight commercial courier service is effective one (1)
13 County business day after deposit with the overnight commercial courier service,
14 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
15 the recipient.

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

21 6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
22 nothing in this Agreement establishes, waives, or modifies any claims presentation
23 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
24 of Title 1 of the Government Code, beginning with section 810).

25 6.5 **Notification of Changes.** Contractor shall notify County in writing of any change in
26 organizational name, Head of Service or principal business at least fifteen (15) business days in
27 advance of the change. Contractor shall notify County of a change of service location at least
28 six (6) months in advance to allow County sufficient time to comply with site certification

1 requirements. Said notice shall become part of this Agreement upon acknowledgment in writing
2 by the County, and no further amendment of the Agreement shall be necessary provided that
3 such change of address does not conflict with any other provisions of this Agreement.

4 Contractor must immediately notify County of a change in ownership, organizational
5 status, licensure, or ability of Contractor to provide the quantity or quality of the contracted
6 services in a and in no event more than fifteen (15) days of the change.

7 **Article 7**

8 **Termination and Suspension**

9 **7.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds
11 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
12 Contractor, may:

- 13 (A) Modify the services provided by the Contractor under this Agreement; or
- 14 (B) Terminate this Agreement.

15 **7.2 Termination for Breach.**

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

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

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

- 24 (1) Obtained or used funds illegally or improperly;
- 25 (2) Failed to comply with any part of this Agreement;
- 26 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 27 (4) Improperly performed any of its obligations under this Agreement.

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

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

6 **8.2 Electronic Submission.** Persons served information required in this section may
7 only be provided electronically by the Contractor if all of the following conditions are met:

8 (A) The format is readily accessible;

9 (B) The information is placed in a location on the Contractor's website that is
10 prominent and readily accessible;

11 (C) The information is provided in an electronic form which can be electronically
12 retained and printed;

13 (D) The information is consistent with the content and language requirements of this
14 Agreement;

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

18 **8.3 Language and Format.** Contractor shall provide all written materials for persons
19 served or potential persons served in a font size no smaller than twelve (12) point (42 C.F.R.
20 438.10(d)(6)(ii)).

21 Contractor shall ensure its written materials that are critical to obtaining services are
22 available in alternative formats, upon request of the person served or potential person served at
23 no cost.

24 Contractor shall make its written materials that are critical to obtaining services,
25 including, at a minimum, provider directories, beneficiary handbook, appeal and grievance
26 notices, denial and termination notices, and the Contractor's mental health education materials,
27 available in the prevalent non-English languages in the County (42 C.F.R. § 438.10(d)(3)).
28

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

5 (B) Contractor shall make auxiliary aids and services available upon request and free
6 of charge to each person served (42 C.F.R. § 438.10(d)(3)-(4)).

7 (C) Contractor shall make oral interpretation and auxiliary aids, such as
8 Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language
9 (ASL), available and free of charge for any language in compliance with 42 C.F.R. §
10 438.10(d)(2), (4)-(5).

11 (D) Taglines for written materials critical to obtaining services must be printed in a
12 conspicuously visible font size, no smaller than twelve (12) point font.

13 **8.4 Beneficiary Informing Materials.** Each person served must receive and have
14 access to the beneficiary informing materials upon request by the individual and when first
15 receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

16 (A) Guide to Medi-Cal Mental Health Services

17 (B) County Beneficiary Handbook (BHIN 22-060)

18 (C) Provider Directory

19 (D) Advance Health Care Directive Form (required for adults only)

20 (E) Notice of Language Assistance Services available upon request at no cost

21 (F) Language Taglines

22 (G) Grievance/Appeal Process and Form

23 (H) Notice of Privacy Practices

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

26 **8.5 Beneficiary Handbook.** Contractor shall provide each person served with a
27 beneficiary handbook at the time the individual first accesses services and thereafter upon
28

1 request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14)
2 business days after receiving notice of enrollment.

3 Contractor shall give each individual notice of any significant change to the information
4 contained in the beneficiary handbook at least thirty (30) days before the intended effective date
5 of change as per BHIN 22-060.

6 **8.6 Accessibility.** Required informing materials must be electronically available on
7 Contractor's website and must be physically available at the Contractor's facility lobby for
8 individuals' access.

9 Informing materials must be made available upon request, at no cost, in alternate
10 formats (i.e., Braille or audio) and auxiliary aids (i.e., California Relay Service (CRS) 711 and
11 American Sign Language) and must be provided to persons served within five (5) business
12 days. Large print materials shall be in a minimum of eighteen (18) point font size.

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

15 (A) Mails a printed copy of the information to the person's served mailing address
16 before the individual receives their first specialty mental health service;

17 (B) Mails a printed copy of the information upon the individual's request to their
18 mailing address;

19 (C) Provides the information by email after obtaining the person's served agreement
20 to receive the information by email;

21 (D) Posts the information on the Contractor's website and advises the person served
22 in paper or electronic form that the information is available on the internet and includes
23 applicable internet addresses, provided that individuals with disabilities who cannot
24 access this information online are provided auxiliary aids and services upon request and
25 at no cost; or,

26 (E) Provides the information by any other method that can reasonably be expected
27 to result in the person served receiving that information. If Contractor provides informing
28

1 materials in person, when the individual first receives specialty mental health services,
2 the date and method of delivery shall be documented in the person's served file.

3 **8.7 Provider Directory.** Contractor must follow the County's provider directory policy, in
4 compliance with MHSUDS IN 18-020.

5 Contractor must make available to persons served, in paper form upon request and
6 electronic form, specified information about the County provider network as per 42 C.F.R. §
7 438.10(h). The most current provider directory is electronically available on the County website
8 and is updated by the County no later than thirty (30) calendar days after information is received
9 to update provider information. A paper provider directory must be updated at least monthly as
10 set forth in 42 C.F.R. § 438.10(h)(3)(i).

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

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

15 **Article 9**

16 **Independent Contractor**

17 **9.1 Status.** In performing under this Agreement, the Contractor, including its officers,
18 agents, employees, and volunteers, is at all times acting and performing as an independent
19 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
20 venturer, partner, or associate of the County.

21 **9.2 Verifying Performance.** The County has no right to control, supervise, or direct the
22 manner or method of the Contractor's performance under this Agreement, but the County may
23 verify that the Contractor is performing according to the terms of this Agreement.

24 **9.3 Benefits.** Because of its status as an independent contractor, the Contractor has no
25 right to employment rights or benefits available to County employees. The Contractor is solely
26 responsible for providing to its own employees all employee benefits required by law. The
27 Contractor shall save the County harmless from all matters relating to the payment of
28

1 Contractor's employees, including compliance with Social Security withholding and all related
2 regulations.

3 9.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Contractor may provide services to others unrelated to the County.

5 9.5 **Operating Costs.** Contractor shall provide all personnel, supplies, and operating
6 expenses of any kind required for the performance of this Agreement.

7 9.6 **Additional Responsibilities.** The parties acknowledge that, during the term of this
8 Agreement, the Contractor will be performing hiring, training, and credentialing of staff, and
9 County will be performing additional staff credentialing to ensure compliance with State and
10 Federal regulations.

11 9.7 **Subcontracts.** Contractor shall obtain written approval from County's DBH Director,
12 or designee before subcontracting any of the services delivered under this Agreement. County's
13 DBH Director, or designee retains the right to approve or reject any request for subcontracting
14 services. Any transferee, assignee, or subcontractor will be subject to all applicable provisions
15 of this Agreement, and all applicable State and Federal regulations. Contractor shall be held
16 primarily responsible by County for the performance of any transferee, assignee, or
17 subcontractor unless otherwise expressly agreed to in writing by County's DBH Director, or
18 designee. The use of subcontractors by Contractor shall not entitle Contractor to any additional
19 compensation that is provided for under this Agreement.

20 Contractor shall remain legally responsible for the performance of all terms and
21 conditions of this Agreement, including, without limitation, all SMHS provided by third parties
22 under subcontracts, whether approved by the County or not.

23 **Article 10**

24 **Indemnity and Defense**

25 10.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
26 County (including its officers, agents, employees, and volunteers) against all claims, demands,
27 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
28 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to

1 the performance or failure to perform by the Contractor (or any of its officers, agents,
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
4 defend the County.

5 10.2 **Survival.** This Article 10 survives the termination of this Agreement.

6 **Article 11**

7 **Insurance**

8 11.1 The Contractor shall comply with all the insurance requirements in Exhibit F to this
9 Agreement.

10 **Article 12**

11 **Assurances**

12 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**
13 **Health Care Program.**

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

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

25 (1) www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded
26 Individuals/Entities (LEIE) Federal Exclusions

27 (2) www.sam.gov/content/exclusions - General Service Administration (GSA)
28 Exclusions Extract
www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List

1 (3) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration
2 System (NPPES)

3 (4) any other database required by DHCS or US DHHS.

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

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

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

14 (F) Contractor must confirm the identity and determine the exclusion status of all its
15 providers, as well as any person with an ownership or control interest, or who is an
16 agent or managing employee of the contracted agency through routine checks of federal
17 and state databases. This includes the Social Security Administration's Death Master
18 File, NPPES, the Office of Inspector General's LEIE, the Medi-Cal Suspended and
19 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §
20 455.436.

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

1 **Article 13**

2 **Inspections, Audits, and Public Records**

3 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and
4 the County may examine at any time during business hours and as often as the County deems
5 necessary, all of the Contractor's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
7 request by the County, permit the County to audit and inspect all of such records and data to
8 ensure the Contractor's compliance with the terms of this Agreement.

9 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), the Contractor is subject to
11 the examination and audit of the California State Auditor, as provided in Government Code
12 section 8546.7, for a period of three (3) years after final payment under this Agreement. This
13 section survives the termination of this Agreement.

14 13.3 **Internal Auditing.** Contractors of sufficient size as determined by County shall
15 institute and conduct a Quality Assurance Process for all services provided hereunder. Said
16 process shall include at a minimum a system for verifying that all services provided and claimed
17 for reimbursement shall meet SMHS definitions and be documented accurately.

18 In addition, Contractors with medication prescribing authority shall adhere to County's
19 medication monitoring review practices. Contractor shall provide County with notification and a
20 summary of any internal audit exceptions and the specific corrective actions taken to sufficiently
21 reduce the errors that are discovered through Contractor's internal audit process. Contractor
22 shall provide this notification and summary to County as requested by the County.

23 13.4 **Confidentiality in Audit Process.** Contractor and County mutually agree to
24 maintain the confidentiality of Contractor's records and information of persons served, in
25 compliance with all applicable State and Federal statutes and regulations, including but not
26 limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall
27 inform all of its officers, employees, and agents of the confidentiality provisions of all applicable
28 statutes.

1 Contractor's fiscal records shall contain sufficient data to enable auditors to perform a
2 complete audit and shall be maintained in conformance with standard procedures and
3 accounting principles.

4 Contractor's records shall be maintained as required by DBH and DHCS on forms
5 furnished by DHCS or the County. All statistical data or information requested by the County's
6 DBH Director or designee shall be provided by the Contractor in a complete and timely manner.

7 **13.5 Reasons for Recoupment.** County will conduct periodic audits of Contractor files to
8 ensure appropriate clinical documentation, high quality service provision and compliance with
9 applicable federal, state and county regulations.

10 Such audits may result in requirements for Contractor to reimburse County for services
11 previously paid in the following circumstances:

12 (A) Identification of Fraud, Waste or Abuse as defined in federal regulation

13 (1) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code,
14 section 14107.11, subdivision (d).

15 (2) Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare
16 Managed Care Manual available at [https://www.cms.gov/Regulations-and-](https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals)
17 [Guidance/Guidance/Manuals](https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals)

18 (B) Overpayment of Contractor by County due to errors in claiming or
19 documentation.

20 (C) Other reasons specified in the SMHS Reasons for Recoupment document
21 released annually by DHCS and posted on the DHCS BHIN website.

22 Contractor shall reimburse County for all overpayments identified by Contractor, County,
23 and/or state or federal oversight agencies as an audit exception within the timeframes required
24 by law or Country or state or federal agency. Funds owed to County will be due within forty-five
25 (45) days of notification by County, or County shall withhold future payments until all excess
26 funds have been recouped by means of an offset against any payments then or thereafter owing
27 to County under this or any other Agreement between the County and Contractor.
28

1 13.6 **Cooperation with Audits.** Contractor shall cooperate with County in any review
2 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This
3 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

4 In addition, Contractor shall comply with all requests for any documentation or files
5 including, but not limited to, files for persons served and personnel files.

6 Contractor shall notify the County of any scheduled or unscheduled external evaluation
7 or site visits when it becomes aware of such visit. County shall reserve the right to attend any or
8 all parts of external review processes.

9 Contractor shall allow inspection, evaluation and audit of its records, documents and
10 facilities for ten (10) years from the term end date of this Agreement or in the event Contractor
11 has been notified that an audit or investigation of this Agreement has been commenced, until
12 such time as the matter under audit or investigation has been resolved, including the exhaustion
13 of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230I(3)(i-iii).

14 13.7 **Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand and
15 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, Contractor
16 agrees to conduct an annual audit in accordance with the requirements of the Single Audit
17 Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. Contractor shall
18 submit said audit and management letter to County. The audit must include a statement of
19 findings or a statement that there were no findings. If there were negative findings, Contractor
20 must include a corrective action plan signed by an authorized individual. Contractor agrees to
21 take action to correct any material non-compliance or weakness found as a result of such audit.
22 Such audit shall be delivered to County's DBH Finance Division for review within nine (9)
23 months of the end of any fiscal year in which funds were expended and/or received for the
24 program. Failure to perform the requisite audit functions as required by this Agreement may
25 result in County performing the necessary audit tasks, or at County's option, contracting with a
26 public accountant to perform said audit, or may result in the inability of County to enter into
27 future agreements with Contractor. All audit costs related to this Agreement are the sole
28 responsibility of Contractor.

1 A single audit report is not applicable if Contractor's Federal contracts do not exceed the
2 Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or Contractor's
3 only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a program audit
4 must be performed and a program audit report with management letter shall be submitted by
5 Contractor to County as a minimum requirement to attest to Contractor solvency. Said audit
6 report shall be delivered to County's DBH Finance Division for review no later than nine (9)
7 months after the close of the fiscal year in which the funds supplied through this Agreement are
8 expended. Failure to comply with this Act may result in County performing the necessary audit
9 tasks or contracting with a qualified accountant to perform said audit. All audit costs related to
10 this Agreement are the sole responsibility of Contractor who agrees to take corrective action to
11 eliminate any material noncompliance or weakness found as a result of such audit. Audit work
12 performed by County under this paragraph shall be billed to Contractor at County cost, as
13 determined by County's Auditor-Controller/Treasurer-Tax Collector.

14 Contractor shall make available all records and accounts for inspection by County, the
15 State of California, if applicable, the Controller General of the United States, the Federal Grantor
16 Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
17 least three (3) years following final payment under this Agreement or the closure of all other
18 pending matters, whichever is later.

19 **13.8 Public Records.** The County is not limited in any manner with respect to its public
20 disclosure of this Agreement or any record or data that the Contractor may provide to the
21 County. The County's public disclosure of this Agreement or any record or data that the
22 Contractor may provide to the County may include but is not limited to the following:

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

26 (B) The County may voluntarily, or upon request by any member of the public or
27 governmental agency, disclose to the public or such governmental agency any record or
28

1 data that the Contractor may provide to the County, unless such disclosure is prohibited
2 by court order.

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

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

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

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

18 **13.9 Public Records Act Requests.** If the County receives a written or oral request
19 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
20 and which the County has a right, under any provision of this Agreement or applicable law, to
21 possess or control, then the County may demand, in writing, that the Contractor deliver to the
22 County, for purposes of public disclosure, the requested records that may be in the possession
23 or control of the Contractor. Within five business days after the County's demand, the
24 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
25 possession or control, together with a written statement that the Contractor, after conducting a
26 diligent search, has produced all requested records that are in the Contractor's possession or
27 control, or (b) provide to the County a written statement that the Contractor, after conducting a
28 diligent search, does not possess or control any of the requested records. The Contractor shall

1 cooperate with the County with respect to any County demand for such records. If the
2 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
3 CPRA or other applicable law, it must deliver the record or data to the County and assert the
4 exemption by citation to specific legal authority within the written statement that it provides to
5 the County under this section. The Contractor's assertion of any exemption from disclosure is
6 not binding on the County, but the County will give at least 10 days' advance written notice to
7 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
8 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
9 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
10 failure to produce any such records, or failure to cooperate with the County with respect to any
11 County demand for any such records.

12 **Article 14**

13 **Right to Monitor**

14 14.1 **Right to Monitor.** County or any subdivision or appointee thereof, and the State of
15 California or any subdivision or appointee thereof, including the Auditor General, shall have
16 absolute right to review and audit all records, books, papers, documents, corporate minutes,
17 financial records, staff information, records of persons served, other pertinent items as
18 requested, and shall have absolute right to monitor the performance of Contractor in the delivery
19 of services provided under this Agreement. Full cooperation shall be given by the Contractor in
20 any auditing or monitoring conducted, according to this agreement.

21 14.2 **Accessibility.** Contractor shall make all of its premises, physical facilities,
22 equipment, books, records, documents, agreements, computers, or other electronic systems
23 pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished
24 under the terms of this Agreement, or determinations of amounts payable available at any time
25 for inspection, examination, or copying by County, the State of California or any subdivision or
26 appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of
27 Inspector General, the United States Controller General or their designees, and other
28 authorized federal and state agencies. This audit right will exist for at least ten years from the

1 final date of the Agreement period or in the event the Contractor has been notified that an audit
2 or investigation of this Agreement has commenced, until such time as the matter under audit or
3 investigation has been resolved, including the exhaustion of all legal remedies, whichever is
4 later (42 CFR §438.230(c)(3)(I)-(ii)).

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

9 14.3 **Cooperation.** Contractor shall cooperate with County in the implementation,
10 monitoring and evaluation of this Agreement and comply with any and all reporting requirements
11 established by County. Should County identify an issue or receive notification of a complaint or
12 potential/actual/suspected violation of requirements, County may audit, monitor, and/or request
13 information from Contractor to ensure compliance with laws, regulations, and requirements, as
14 applicable.

15 14.4 **Probationary Status.** County reserves the right to place Contractor on probationary
16 status, as referenced in the Probationary Status Article, should Contractor fail to meet
17 performance requirements; including, but not limited to violations such as high disallowance
18 rates, failure to report incidents and changes as contractually required, failure to correct issues,
19 inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes
20 expectations, and violations issued directly from the State. Additionally, Contractor may be
21 subject to Probationary Status or termination if agreement monitoring and auditing corrective
22 actions are not resolved within specified timeframes.

23 14.5 **Record Retention.** Contractor shall retain all records and documents originated or
24 prepared pursuant to Contractor's performance under this Agreement, including grievance and
25 appeal records, and the data, information and documentation specified in 42 C.F.R. parts
26 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the
27 term end date of this Agreement or until such time as the matter under audit or investigation has
28 been resolved. Records and documents include but are not limited to all physical and electronic

1 records and documents originated or prepared pursuant to Contractor's or subcontractor's
2 performance under this Agreement including working papers, reports, financial records and
3 documents of account, records of persons served, prescription files, subcontracts, and any
4 other documentation pertaining to covered services and other related services for persons
5 served.

6 **14.6 Record Maintenance.** Contractor shall maintain all records and management books
7 pertaining to service delivery and demonstrate accountability for agreement performance and
8 maintain all fiscal, statistical, and management books and records pertaining to the program.
9 Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and
10 other primary source documents. Fiscal records shall be kept in accordance with Generally
11 Accepted Accounting Principles and must account for all funds, tangible assets, revenue and
12 expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR),
13 Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles,
14 and Audit Requirements for Federal Awards.

15 All records shall be complete and current and comply with all Agreement requirements.
16 Failure to maintain acceptable records per the preceding requirements shall be considered
17 grounds for withholding of payments for billings submitted and for termination of Agreement.

18 Contractor shall maintain records of persons served and community service in
19 compliance with all regulations set forth by local, state, and federal requirements, laws, and
20 regulations, and provide access to clinical records by County staff.

21 Contractor shall comply with the Article 18 and Article 1 regarding relinquishing or
22 maintaining medical records.

23 Contractor shall agree to maintain and retain all appropriate service and financial
24 records for a period of at least ten (10) years from the date of final payment, the final date of the
25 contract period, final settlement, or until audit findings are resolved, whichever is later.

26 **14.7 Financial Reports.** Contractor shall submit audited financial reports on an annual
27 basis to the County. The audit shall be conducted in accordance with Generally Accepted
28 Accounting Principles and generally accepted auditing standards.

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

4 **16.3 Compliance Program, Including Fraud Prevention and Overpayments.**

5 Contractor shall have in place a compliance program designed to detect and prevent fraud,
6 waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

7 (A) Written policies, procedures, and standards of conduct that articulate the
8 organization's commitment to comply with all applicable requirements and standards
9 under the Agreement, and all applicable federal and state requirements.

10 (B) A Compliance Office (CO) who is responsible for developing and implementing
11 policies, procedures, and practices designed to ensure compliance with the
12 requirements of this Agreement and who reports directly to the CEO and the Board of
13 Directors.

14 (C) A Regulatory Compliance Committee on the Board of Directors and at the senior
15 management level charged with overseeing the organization's compliance program and
16 its compliance with the requirements under the Agreement.

17 (D) A system for training and education for the Compliance Officer, the organization's
18 senior management, and the organization's employees for the federal and state
19 standards and requirements under the Agreement.

20 (E) Effective lines of communication between the Compliance Officer and the
21 organization's employees.

22 (F) Enforcement of standards through well-publicized disciplinary guidelines.

23 (G) The establishment and implementation of procedures and a system with
24 dedicated staff for routine internal monitoring and auditing of compliance risks, prompt
25 response to compliance issues as they are raised, investigation of potential compliance
26 problems as identified in the course of self-evaluation and audits, corrections of such
27 problems promptly and thoroughly to reduce the potential for recurrence and ongoing
28 compliance with the requirements under the Agreement.

1 (H) The requirement for prompt reporting and repayment of any overpayments
2 identified.

3 16.4 **Reporting.** Contractor must have administrative and management arrangements or
4 procedures designed to detect and prevent fraud, waste and abuse of federal or state health
5 care funding. Contractor must report fraud and abuse information to the County including but
6 not limited to:

7 (A) Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),

8 (B) All overpayments identified or recovered, specifying the overpayment due to
9 potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),

10 (C) Information about changes in a person's served circumstances that may affect
11 the person's served eligibility including changes in their residence or the death of the
12 person served as per 42 C.F.R. § 438.608(a)(3).

13 (D) Information about a change in the Contractor's circumstances that may affect the
14 network provider's eligibility to participate in the managed care program, including the
15 termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).

16 Contractor shall implement written policies that provide detailed information about the
17 False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the
18 Act, including information about rights of employees to be protected as whistleblowers.

19 Contractor shall make prompt referral of any potential fraud, waste or abuse to County or
20 potential fraud directly to the State Medicaid Fraud Control Unit.

21 16.5 **Overpayments.** County may suspend payments to Contractor if DHCS or County
22 determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42
23 C.F.R. §438.608 (a)(8)).

24 Contractor shall report to County all identified overpayments and reason for the
25 overpayment, including overpayments due to potential fraud. Contractor shall return any
26 overpayments to the County within sixty (60) calendar days after the date on which the
27 overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).
28

1 **Article 17**

2 **Federal and State Laws**

3 **17.1 Governing Authorities.**

4 (A) This Agreement shall be governed and construed in accordance with: 1) Part 2.5,
5 Division 5 of the California Welfare and Institutions Code and regulations adopted
6 pursuant thereto and all other applicable State of California laws and regulations
7 according to their content on the effective date stipulated in Section 12; and 2) Titles 42
8 and 45 of the Code of Federal Regulations and all other applicable Federal laws and
9 regulations according to their content on and after the Agreement's effective date
10 stipulated in Section Six (6) A, except those provisions or applications of those
11 provisions waived by the Secretary of the United States Department of Health and
12 Human Services; and 3) The laws of the State of California.

13 (B) Any provision of this Agreement in conflict with the laws or regulations stipulated
14 in "A" of this Section is hereby amended to conform to the provisions of those laws and
15 regulations. Such amendment of the Agreement shall be effective on the effective date
16 of the statute or regulation necessitating it, and shall be binding on the parties even
17 though such amendment may not have been reduced to writing and formally agreed
18 upon and executed by the parties as provided in Assumption of Risk by Contractor -
19 Article 1.13 of this Agreement.

20 (C) Conformance with Federal Regulations:

21 (1) Contractor stipulates that this Agreement, in part, implements Title XIX of the
22 Federal Social Security Act (42 U.S.C. §§1396 *et seq.*) and, accordingly, covenants
23 that it will conform to such requirements and regulations as the United States
24 Department of Health and Human Services may issue from time to time, pursuant to
25 Title XIX of the Federal Social Security Act, except for those provisions waived by
26 the Secretary of the United States Department of Health and Human Services.

27 (2) Contractor shall conform with the provisions of the Copeland Anti-Kickback
28 Act (18 U.S.C. 874 and 40 U.S.C. §3145) which required that all contracts and

1 subcontracts in excess of Two Thousand and No/100 Dollars (\$2,000.00) for
2 construction or repair awarded by the Contractor and its subcontractors shall include
3 a provision for compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874), as
4 supplemented by Department of Labor regulations (Title 29, CFR, Part 3,
5 "Contractors and Subcontractors on Public Building or Public Work Financed in
6 Whole or in part by Loans or Grants from the United States").

7 (3) Contractor shall comply with the provisions of Davis-Bacon Act, as amended
8 (40 U.S.C. 3142 to 3148), which requires that, when required by Federal Medicaid
9 program legislation, all construction contracts awarded by the Contractor and its
10 Subcontractors of more than Two Thousand and No/100 Dollars (\$2,000.00) shall
11 include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3142 to
12 3148) as supplemented by Department of Labor regulations (Title 29, CFR, Part 5,
13 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed
14 and Assisted Construction").

15 (4) Contractor shall comply with the provisions of the Contract Work Hours and
16 Safety Standards Act (40 USCS 3701 to 3708), as applicable, which requires that all
17 subcontracts awarded by the Contractor in excess of Two Thousand and No/100
18 Dollars (\$2,000.00) for construction and in excess of Two Thousand Five Hundred
19 and No/100 Dollars (\$2,500.00) for other subcontracts that involve the employment
20 of mechanics or laborers shall involve a provision for compliance with sections 102
21 and 107 of the Contract Work Hours and Safety Standards Act (40 USCS 3701 to
22 3708), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5).

23 **17.2 Health Insurance Portability and Accountability Act.** County and Contractor each
24 consider and represent themselves as covered entities as defined by the U.S. Health Insurance
25 Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and
26 disclose Protected Health Information (PHI) as required by law.

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

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

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

10 **17.3 Confidentiality Of Information.**

11 (A) Notwithstanding any other provision of this Agreement, names of persons
12 receiving public social services are confidential and are to be protected from
13 unauthorized disclosure in accordance with Title 45, Code of Federal Regulations
14 section 205.50; sections 5328, 10850 and 14100.2 of the California Welfare and
15 Institutions Code; and, regulations adopted pursuant thereto. For the purpose of this
16 Agreement, all information, records, and data elements pertaining to persons served
17 shall be protected by Contractor from unauthorized disclosure.

18 (B) With respect to any identifiable information concerning persons served under this
19 Agreement that is obtained by Contractor or its Delegates, Contractor;

20 (1) Shall not use any such information for any purpose other than carrying out
21 the express terms of this Agreement; and

22 (2) Shall promptly transmit to County all requests for disclosure of such
23 information; and

24 (3) Shall not disclose, except as otherwise specifically permitted by this
25 Agreement, any such information to any party other than County without County's
26 prior written authorization specifying that the information may be released under Title
27 45, Code of Federal Regulations Section 205.50; sections 10850 and 14100.2 of the
28

1 California Welfare and Institutions Code; and, regulations adopted pursuant thereto;
2 and,

3 (4) Shall, at the termination of this Agreement, return all such information to
4 County or maintain such information according to written procedures sent to
5 Contractor by County for this purpose; and

6 (5) All services performed by Contractor under this Agreement shall be in strict
7 and regulations relating to confidentiality.

8 **17.4 Physical Accessibility.** In accordance with the accessibility requirements of section
9 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must
10 provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal
11 beneficiaries with physical or mental disabilities.

12 **17.5 Child Abuse Reporting Act.** Contractor shall establish a procedure acceptable to
13 the County's DBH Director, or his or her designee, to ensure that all of the Contractor's
14 employees, consultants, subcontractors, or agents described in the Child Abuse Reporting Act,
15 section 1116 et seq. of the Penal Code, and performing services under this Agreement shall
16 report all known or suspected child abuse or neglect to a child protective agency as defined in
17 Penal Code section 11165.9. This procedure shall include:

18 (A) A requirement that all Contractor's employees, consultants, subcontractors, or
19 agents performing services shall sign a statement that he or she knows of and will
20 comply with the reporting requirements as defined in Penal Code section 11166(a).

21 (B) Establishing procedures to ensure reporting even when employees, consultants,
22 subcontractors, or agents who are not required to report child abuse under Penal Code
23 section 11166(a), gain knowledge of or reasonably suspect that a child has been a
24 victim of abuse or neglect.

25 **Article 18**

26 **Data Security**

27 **18.1 Data Security Requirements.** Contractor shall comply with data security
28 requirements in Exhibit J to this Agreement.

1 **Article 19**

2 **Publicity Prohibition**

3 19.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly
4 or indirectly under this Agreement shall be used for Contractor’s advertising, fundraising, or
5 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
6 promotion.

7 19.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in
8 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the
9 availability of such specific services when approved in advance by County’s DBH Director or
10 designee for such items as written/printed materials, the use of media (i.e., radio, television,
11 newspapers), and any other related expense(s). Communication products must follow DBH
12 graphic standards, including typefaces and colors, to communicate our authority and project a
13 unified brand. This includes all media types and channels and all materials on and offline that
14 are created as part of DBH’s efforts to provide information to the public.

15 **Article 20**

16 **Disclosure of Self-Dealing Transactions**

17 20.1 **Applicability.** This Article 20 applies if the Contractor is operating as a corporation,
18 or changes its status to operate as a corporation.

19 20.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a
20 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
21 “Self-Dealing Transaction Disclosure Form” (Exhibit K to this Agreement) and submitting it to the
22 County before commencing the transaction or immediately after.

23 20.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
24 a party and in which one or more of its directors, as an individual, has a material financial
25 interest.

1 **Article 21**

2 **Disclosure of Ownership and/or Control Interest Information**

3 21.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities,
4 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),
5 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

6 21.2 **Duty to Disclose.** Contractor must disclose the following information as requested in
7 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,
8 Exhibit L:

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

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

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

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

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

25 (B) Disclosures Related to Business Transactions:

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

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

4 (C) Disclosures Related to Persons Convicted of Crimes:

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

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

14 21.3 Contractor must provide disclosure upon execution of Contract, extension for
15 renewal, and within 35 days after any change in Contractor ownership or upon request of
16 County. County may refuse to enter into an agreement or terminate an existing agreement with
17 Contractor if Contractor fails to disclose ownership and control interest information, information
18 related to business transactions and information on persons convicted of crimes, or if Contractor
19 did not fully and accurately make the disclosure as required.

20 21.4 Contractor must provide the County with written disclosure of any prohibited
21 affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers
22 or have other relationships with providers Excluded from participation in Federal Health Care
23 Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R.
24 §438.610.

25 21.5 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to
26 DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this
27 Agreement where any person with five (5) percent or greater direct or indirect ownership interest
28 in Contractor has been convicted of a criminal offense related to that person's involvement with

1 the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate
2 this Agreement where any person with five (5) percent or greater direct or indirect ownership
3 interest in the Contractor did not submit timely and accurate information and cooperate with any
4 screening method required in CFR, Title 42, Section 455.416

5 **Article 22**

6 **Disclosure of Criminal History and Civil Actions**

7 22.1 **Applicability.** Contractor is required to disclose if any of the following conditions
8 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively
9 referred to as "Contractor"):

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

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

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

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

17 or

18 (4) False statements or receipt of stolen property.

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

21 22.2 **Duty to Disclose.** Disclosure of the above information will not automatically
22 eliminate Contractor from further business consideration. The information will be considered as
23 part of the determination of whether to continue and/or renew this Agreement and any additional
24 information or explanation that Contractor elects to submit with the disclosed information will be
25 considered. If it is later determined that the Contractor failed to disclose required information,
26 any contract awarded to such Contractor may be immediately voided and terminated for
27 material failure to comply with the terms and conditions of the award.

28 Contractor must sign a "Certification Regarding Debarment, Suspension, and Other

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

10 **Article 23**

11 **Cultural and Linguistic Competency**

12 23.1 **General.** All services, policies and procedures must be culturally and linguistically
13 appropriate. Contractor must participate in the implementation of the most recent Cultural
14 Competency Plan for the County and shall adhere to all cultural competency standards and
15 requirements. Contractor shall participate in the County's efforts to promote the delivery of
16 services in a culturally competent and equitable manner to all persons served, including those
17 with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and
18 regardless of gender, sexual orientation, or gender identity.

19 23.2 **Policies and Procedures.** Contractor shall comply with requirements of policies and
20 procedures for ensuring access and appropriate use of trained interpreters and material
21 translation services for all limited and/or no English proficient beneficiaries, including, but not
22 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the
23 policies and procedures, and monitoring its language assistance program. Contractor's policies
24 and procedures shall ensure compliance of any subcontracted providers with these
25 requirements.

26 23.3 **Interpreter Services.** Contractor shall notify its beneficiaries that oral interpretation
27 is available for any language and written translation is available in prevalent languages and that
28 auxiliary aids and services are available upon request, at no cost and in a timely manner for

1 limited and/or no English proficient beneficiaries and/or beneficiaries with disabilities.
2 Contractor shall avoid relying on an adult or minor child accompanying the beneficiary to
3 interpret or facilitate communication; however, if the beneficiary refuses language assistance
4 services, the Contractor must document the offer, refusal, and justification in the beneficiary's
5 file.

6 **23.4 Interpreter Qualifications.** Contractor shall ensure that employees, agents,
7 subcontractors, and/or partners who interpret or translate for a beneficiary or who directly
8 communicate with a beneficiary in a language other than English (1) have demonstrated
9 proficiency in the beneficiary's language; (2) can effectively communicate any specialized terms
10 and concepts specific to Contractor's services; and (3) adheres to generally accepted interpreter
11 ethic principles. As requested by County, Contractor shall identify all who interpret for or
12 provide direct communication to any program beneficiary in a language other than English and
13 identify when the Contractor last monitored the interpreter for language competence.

14 **23.5 CLAS Standards.** When requested, Contractor shall submit their plan to address all
15 fifteen (15) National Standards for Culturally and Linguistically Appropriate Service (CLAS), as
16 published by the Office of Minority Health and as set forth in "National Standards on Culturally
17 and Linguistically Appropriate Services",
18 <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf> attached hereto and
19 incorporated herein by reference and made part of this Agreement. As the CLAS standards are
20 updated, Contractor's plan must be updated accordingly. As requested by County, Contractor
21 shall be responsible for conducting an annual CLAS self-assessment and providing the results
22 of the self-assessment to the County. The annual CLAS self-assessment instruments shall be
23 reviewed by the County and revised as necessary to meet the approval of the County.

24 **23.6 Training Requirements.** Cultural competency training for Contractor staff should be
25 substantively integrated into health professions education and training at all levels, both
26 academically and functionally, including core curriculum, professional licensure, and continuing
27 professional development programs. As requested by County, Contractor shall report on the
28

1 completion of cultural competency trainings to ensure direct service providers are completing a
2 minimum of twelve (12) hours of annual cultural competency training.

3 **23.7 Continuing Cultural Competence.** Contractor shall create and sustain a forum that
4 includes staff at all agency levels to discuss cultural competence.

5 **Article 24**

6 **General Terms**

7 **24.1 Modification.** Except as provided in Article 7, "Termination and Suspension," this
8 Agreement may not be modified, and no waiver is effective, except by written agreement signed
9 by both parties. The Contractor acknowledges that County employees have no authority to
10 modify this Agreement except as expressly provided in this Agreement.

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

18 (B) In addition, changes to service rates on Exhibit B that do not exceed five percent
19 (5%) of the approved rate annually, or that are needed to accommodate state-mandated
20 rate increases, may be made with the written approval of the DBH Director or designee.
21 These rate changes may not add or alter any other terms or conditions of the
22 Agreement. Said modifications shall not result in any change to the maximum
23 compensation amount payable to Contractor, as stated herein.

24 **24.2 Agreement Administrator - Delegation of Authority.** County will administer this
25 Agreement through a single administrator, the Director or designee of DBH. Until such time as
26 County gives Contractor written notice of a successor appointment, the person designated
27 above shall make all determinations and take all actions necessary to administer this
28 Agreement, subject to the limitations of California laws and California State administrative

1 regulations. No person other than the Director or designee shall be considered to have the
2 delegated authority of, or to be acting on behalf of, the Director or designee unless the Director
3 or designee has expressly stated in writing that the person is acting as his/her authorized agent.

4 **24.3 Person Served Eligibility.** This Agreement is not intended to change the
5 determination of Medi-Cal eligibility for persons served in any way. However, in the event the
6 California State Legislature or Congress of the United States enacts a statute which redefines
7 Medi-Cal eligibility so as to affect the provision of Psychiatric Inpatient Hospital Services under
8 this Agreement, this new definition shall apply to the terms of this Agreement.

9 **24.4 Conflict Of Interest.** No officer, agent, or employee of the County who exercises
10 any function or responsibility for planning and carrying out the services provided under this
11 Agreement shall have any direct or indirect personal financial interest in this Agreement. No
12 officer, agent, or employee of the County who exercises any function or responsibility for
13 planning and carrying out the services provided under this Agreement shall have any direct or
14 indirect personal financial interest in this Agreement. In addition, no employee of the County
15 shall be employed by Contractor to fulfill any contractual obligations with County. The
16 Contractor shall also comply with all Federal, State of California, and local conflict of interest
17 laws, statutes, and regulations, which shall be applicable to all parties and persons served
18 under this Agreement and any officer, agent, or employee of the County.

19 **24.5 Non-Assignment.** Neither party may assign its rights or delegate its obligations
20 under this Agreement without the prior written consent of the other party.

21 **24.6 Governing Law.** The laws of the State of California govern all matters arising from
22 or related to this Agreement.

23 **24.7 Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
24 County, California. Contractor consents to California jurisdiction for actions arising from or
25 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
26 brought and maintained in Fresno County.

27 **24.8 Construction.** The final form of this Agreement is the result of the parties' combined
28 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be

1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 24.9 **Days.** Unless otherwise specified, “days” means calendar days.

4 24.10 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 24.11 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 24.12 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 Contractor shall take affirmative action to ensure that services to intended Medi-Cal
18 beneficiaries are provided without use of any policy or practice that has the effect of
19 discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic
20 group identification, sex, sexual orientation, gender, gender identity, age, medical condition,
21 genetic information, health status or need for health care services, or mental or physical
22 disability.

23 24.13 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
24 of the Contractor under this Agreement on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of the Contractor and does not prohibit
26 enforcement by the County of any obligation on any other occasion.

27 24.14 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between the Contractor and the County with respect to the subject matter of this Agreement,

1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 **24.15 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 **24.16 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

15 **24.17 Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

17 (A) An “electronic signature” means any symbol or process intended by an individual
18 signing this Agreement to represent their signature, including but not limited to (1) a
19 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
20 electronically scanned and transmitted (for example by PDF document) version of an
21 original handwritten signature.

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

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

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

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

11 24.18 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.


13 [SIGNATURE PAGE FOLLOWS]
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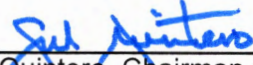
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 BHC Heritage Oaks Hospital, Inc.
3

COUNTY OF FRESNO

4 Print: Yannis Angouras

5 Sign: 


Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

6 Title: Chief Executive Officer

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

7
8
9 4250 Auburn Blvd.
10 Sacramento, CA 95841

By: 
Deputy

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13 For accounting use only:

14 Org No.:56302666
15 Account No.:7223/0
16 Fund No.:0001
17 Subclass No.:10000
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Exhibit A

INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES

DEFINITIONS

1. General Meaning of Words and Terms: The words and terms used in this Agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in sections 5775, *et seq.* and 14680, *et seq.* of the California Welfare and Institutions Code, or the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Regulations pertaining to the rendition of health care or unless specifically defined in this Section or otherwise in this Agreement.
2. Administrative Day: “Administrative Day” means those days authorized by the County in an acute inpatient facility when, due to the lack of an available nursing facility, the person’s served stay at an acute inpatient facility must be continued beyond the person’s served need for acute care.
3. Delegate: “Delegate” means any natural or corporate person to whom the PROVIDER transfers, pursuant to the terms of this Agreement, the primary responsibility to perform any covenant assumed by PROVIDER in this Agreement.
4. Department: “Department” means the State Department of Health Care Services.
5. Fiscal Intermediary: “Fiscal Intermediary” means that person or entity that has contracted, as specified in section 14104.3 of the California Welfare and Institutions Code, with the Department to perform fiscal intermediary services related to this Agreement.
6. Medi-Cal Person Served: “Medi-Cal Person Served” means a person certified as eligible for services under the Medi-Cal program according to 22, California Code of Regulations section 5100.2, who is a Fresno County person served and who is designated by “County Code 10.”
7. Person Served: Refers to all persons including, without limitation, low income, uninsured and under-insured persons who qualify for mandated health services under the Uniform Method for Determining Ability to Pay (UMDAP) under California Welfare and Institutions Code sections 5709 and 5710 as determined by County.

Exhibit A

- 1 8. Psychiatric Inpatient Hospital Services: “Psychiatric Inpatient Hospital Services” means
2 services, to include but not limited to, facilities, professional, allied and supportive
3 medical and paramedical personnel as provided either in an acute care hospital or a
4 free-standing psychiatric hospital to persons served referred by County, for the care and
5 treatment of an acute episode of mental illness.
- 6 9. Physician and Transportation Services: “Physician Services” are those services provided
7 by a physician(s) during an acute inpatient stay. “Transportation Services” means those
8 services provided for transport to or from an acute inpatient facility or to or from an
9 appropriate facility.
- 10 10. May: “May” is used to indicate a permissive or discretionary term or function.
- 11 11. Shall: “Shall” is used to introduce a covenant of either County or Contractor and is
12 mandatory.
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**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: BHC Heritage Oaks Hospital, Inc.; d.b.a. Heritage Oaks Hospital

Contract Term: Upon Execution through June 30, 2024

Contract Contact: Martin Gutierrez, Director of Contract Management
Office: 916-288-0420 ; Cell: 916-317-8359; Fax; 916-688-1217
Martin.gutierrez@uhsinc.com

Billing Contact: Wendy McClaine, Business Office Director
(916) 489-3336 ext. 2215 Office; (916) 489-1765 Fax;
wendy.mcclaine@uhsinc.com
4250 Auburn Blvd., Sacramento, CA 95841

Intake Contact: Inpatient: Krystin Sommer, A&R Director (916) 830-2229;
(916) 217-6218 FAX; Outpatient Call Center Coordinator: Krystin Sommer,
A&R Director (916) 830-2229; (916) 217-6218 FAX;
krystin.sommer@uhsinc.com

Service Address: 4250 Auburn Blvd., Sacramento, CA 95841; (916) 489-3336

Services: Acute Inpatient Psychiatric Services;
Mental Health and Behavioral Health, Dual Diagnosis for Adolescents,
Adults and Senior Adults; and Voluntary or Involuntary (5150s) Admits

Ages Served: Adolescents Ages 13 – 17; Adults Ages 18-64; Senior Adults 65+

Capacity: 125 beds total; 5 beds are flexible based on census need by age; 112
Adult/Senior Adult Psych beds; 8 dedicated Adolescent beds

Medi-Cal Billing: For ages 13-21

Service Rates: As listed below. Contract Inpatient Day Rate is inclusive of
Physician/Professional Fees.

Medi-Cal
Inpatient Day Rate (Code 124): FY 2023 - 24
Youth \$1127
Adult \$1279

Short Doyle
Inpatient Day Rate: FY 2023 - 24
Youth \$1127
Adult \$1279

Administrative Day Rate (Code 169):
FY 2023 - 24
Youth \$803.88 (Subject to change per DHCS Issuance)
Adult \$803.88 (Subject to change per DHCS Issuance)

By  _____

Print Name: Yannis Angouras

Title: Chief Executive Officer
Chairperson of the Board, or
President, or any Vice President

By  _____
Allison Roebuck (Jun 4, 2023 17:07 PDT)

Print Name: Allison Roebuck

Title: Group Chief Financial Officer
Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

Exhibit C

Behavioral Health Requirements

1 **1. CONTROL REQUIREMENTS**

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

4 **2. PROFESSIONAL LICENSURE**

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

8 **3. CONFIDENTIALITY**

9 Contractor shall conform to and County shall monitor compliance with all State of
10 California and Federal statutes and regulations regarding confidentiality, including but
11 not limited to confidentiality of information requirements at 42, Code of Federal
12 Regulations sections 2.1 *et seq*; California Welfare and Institutions Code, sections
13 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety
14 Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6,
15 Chapters 1-7 of the California Civil Code.

13 **4. NON-DISCRIMINATION**

14 **A. Eligibility for Services**

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

20 **B. Employment Opportunity**

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

25 **C. Suspension of Compensation**

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

Exhibit C

Behavioral Health Requirements

1 D. Nepotism

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

5 **5. PATIENTS' RIGHTS**

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

8 **STATE CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

Exhibit C

Behavioral Health Requirements

1 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no
2 more than one (1) final unappealable finding of contempt of court by a Federal court has
3 been issued against Contractor within the immediately preceding two (2) year period
4 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.)

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

8 Contractor agrees to make a good faith effort to provide a minimum number of hours of
9 pro bono legal services during each year of the contract equal to the lessor of 30
10 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.

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

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

16 6. SWEATFREE CODE OF CONDUCT:

17 a. All Contractors contracting for the procurement or laundering of apparel,
18 garments or corresponding accessories, or the procurement of equipment,
19 materials, or supplies, other than procurement related to a public works contract,
20 declare under penalty of perjury that no apparel, garments or corresponding
21 accessories, equipment, materials, or supplies furnished to the state pursuant to
22 the contract have been laundered or produced in whole or in part by sweatshop
23 labor, forced labor, convict labor, indentured labor under penal sanction, abusive
24 forms of child labor or exploitation of children in sweatshop labor, or with the
25 benefit of sweatshop labor, forced labor, convict labor, indentured labor under
26 penal sanction, abusive forms of child labor or exploitation of children in
27 sweatshop labor. Contractor further declares under penalty of perjury that they
28 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
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
Contractor's compliance with the requirements under paragraph (a).

Exhibit C

Behavioral Health Requirements

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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

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

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

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

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- a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - b). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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- a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

25
26

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

27
28

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))

Exhibit C

Behavioral Health Requirements

- 1 2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the
2 provisions which require every employer to be insured against liability for Worker's
3 Compensation or to undertake self-insurance in accordance with the provisions, and
4 Contractor affirms to comply with such provisions before commencing the performance
5 of the work of this Agreement. (Labor Code Section 3700)
- 6 3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies
7 with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on
8 the basis of disability, as well as all applicable regulations and guidelines issued
9 pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 10 4. CONTRACTOR NAME CHANGE: An amendment is required to change the
11 Contractor's name as listed on this Agreement. Upon receipt of legal documentation of
12 the name change the State will process the amendment. Payment of invoices presented
13 with a new name cannot be paid prior to approval of said amendment.
- 14 5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - 15 a. When agreements are to be performed in the state by corporations, the
16 contracting agencies will be verifying that Contractor is currently qualified to do
17 business in California in order to ensure that all obligations due to the state are
18 fulfilled.
 - 19 b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any
20 transaction for the purpose of financial or pecuniary gain or profit. Although there
21 are some statutory exceptions to taxation, rarely will a corporate contractor
22 performing within the state not be subject to the franchise tax.
 - 23 c. Both domestic and foreign corporations (those incorporated outside of California)
24 must be in good standing in order to be qualified to do business in California.
25 Agencies will determine whether a corporation is in good standing by calling the
26 Office of the Secretary of State.
- 27 6. RESOLUTION: A county, city, district, or other local public body must provide the State
28 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, Contractor shall not
be: (1) in violation of any order or resolution not subject to review promulgated by the
State Air Resources Board or an air pollution control district; (2) subject to cease and
desist order not subject to review issued pursuant to Section 13301 of the Water Code
for violation of waste discharge requirements or discharge prohibitions; or (3) finally
determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all
Contractors that are not another state agency or other governmental entity.
9. INSPECTION and Audit of Records and access to Facilities.

Exhibit C

Behavioral Health Requirements

1 The State, CMS, the Office of the Inspector General, the Comptroller General, and their
2 designees may, at any time, inspect and audit any records or documents of Contractor
3 or its subcontractors, and may, at any time, inspect the premises, physical facilities, and
4 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.

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

DOCUMENTATION STANDARDS FOR PERSON SERVED RECORDS

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

- 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 client record. 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

- Intensive Home-Based Services (IHBS)
- Intensive Care Coordination (ICC)
- 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 client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
 - a physician
 - a licensed/ "waivered" psychologist
 - a licensed/ "associate" social worker
 - a licensed/ registered/marriage and family therapist or
 - a registered nurse
- In addition,
 - Client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.
 - Client signature on the plan will be used as the means by which the CONTRACTOR documents the participation of the client. When the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
 - The CONTRACTOR will give a copy of the client plan to the client 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

Exhibit F

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) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **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.
- (E) **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.
- (F) **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.
- (G) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

Exhibit F

Insurance Requirements

(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 [identify the Article, section, or exhibit containing data security obligations] 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.

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's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County

Exhibit F

Insurance Requirements

shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, 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.
- (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

Exhibit F

Insurance Requirements

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.

FRESNO COUNTY MENTAL HEALTH PLAN

Grievances

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

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

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

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

Please note that all fee-for-service providers and contract agencies are required to give 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 Mental Health Plan
P.O. Box 45003
Fresno, CA 93718-9886
(800) 654-3937 (for more information)
(559) 488-3055 (TTY)

Provider Problem Resolution and Appeals Process

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

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern.

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

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

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

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

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

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

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

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

- The reporting portal is available 24 hours a day, every day.
- Any employee of the CONTRACTOR can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the CONTRACTOR can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the CONTRACTOR's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.

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



INCIDENT REVIEWER ROLE – User Guide

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

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

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

As an Incident Reviewer, the responsibility is to:

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

Below is the link to report incidents

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

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

Incident Report

Please complete this form

Client Information

Name of Facility*

Placeholder

Name of Reporting Party*

Placeholder

Facility Address*

Placeholder

Facility Phone Number*

Placeholder

Mental Health or Substance Use Disorder Program?*

Select option

Client First Name*

Placeholder

Client Last Name*

Placeholder

From Job

Client Date of Birth

Placeholder

Client Address

Placeholder

Client ID

Placeholder

Gender*

Select option

County of Origin*

Select option

Summary

Subject ID

Placeholder

Incident (check all that apply)*

Select option(s)

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

Placeholder

Description of the Incident*

Placeholder

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

4/10/2019 10:48 AM

Incident (check all that apply)*

Medical Emergency Death of Client

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

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

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

fresnodbh.logicmanager.com/incidents/71-0&ip=18&k=182be0c5cdcd5072bb1b64cdee4d3d6e

Date of Incident*
mm/dd/yyyy

Time of Incident*
hh:mm

Location of Incident*
/

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

Did the Injured Party seek Medical Attention?
Default: yes/no

Attach any additional details
Add File or Drop File Here

Reported By Name*
/

Reported By Email*
/

Reported On
10/30/2019

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

The screenshot shows a web browser window with the URL fresnodbh.logicmanager.com/incident/1471-08p-1&k-182be0c5c1cd5072bb1864cde-1d3d6e. The form includes fields for 'Reported By Name*', 'Reported By Email*', and 'Reported On' (10/30/2019). A section titled 'Follow Up' contains a dropdown menu for 'Action Taken (check all that apply)*', a text field for 'Please specify if other', and a larger text field for 'Description of Action Taken*'. At the bottom of the form is a green 'SUBMIT' button. A red arrow points from the text above to the 'Add File or Drop File Here' button, which is highlighted in yellow.

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

This close-up shows the 'Action Taken (check all that apply)*' dropdown menu. The selected items are 'Law Enforcement Contacted' and 'Called 911/EMS'. Other visible options include 'Consulted with Physician', 'First Aid/CPR Administered', 'Client removed from building', 'Parent/Legal Guardian Contacted', and 'Other'.

When done entering all the information, simply click submit.

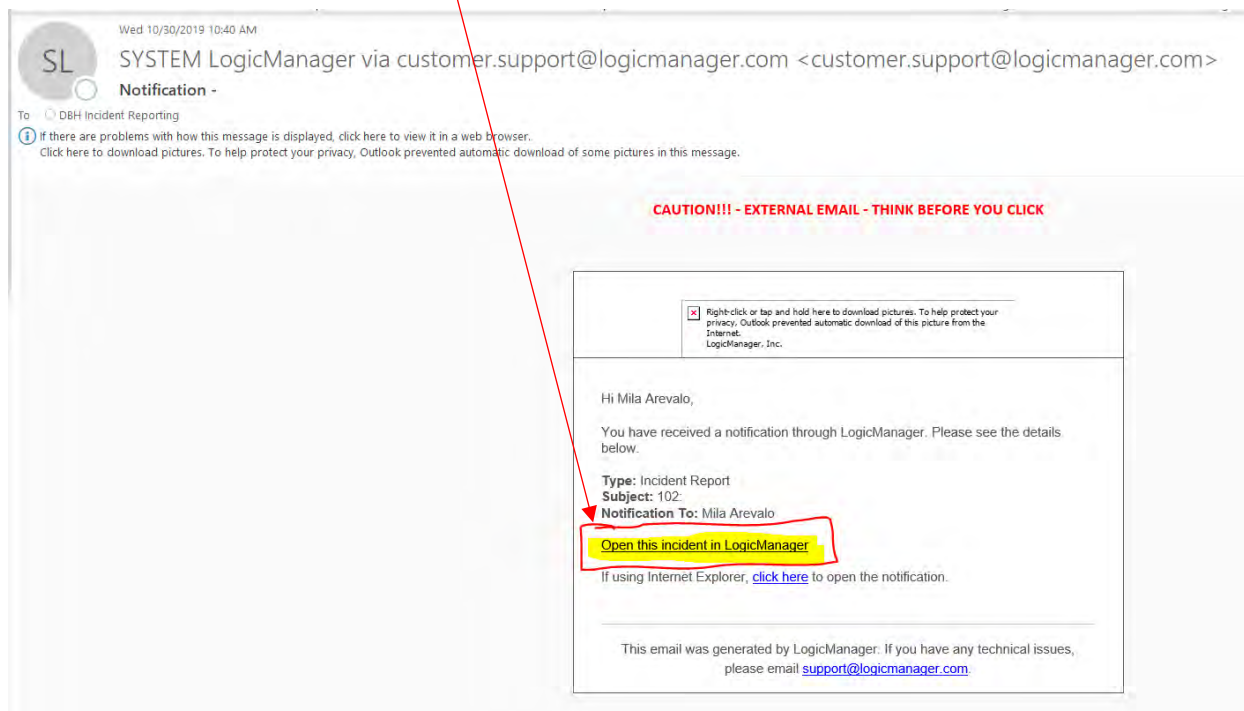
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

This close-up shows the 'Outcome*' field, which is required. A red arrow points from the text above to the red asterisk. Below the field is a green 'SUBMIT' button. Another red arrow points from the text above to the 'SUBMIT' button.

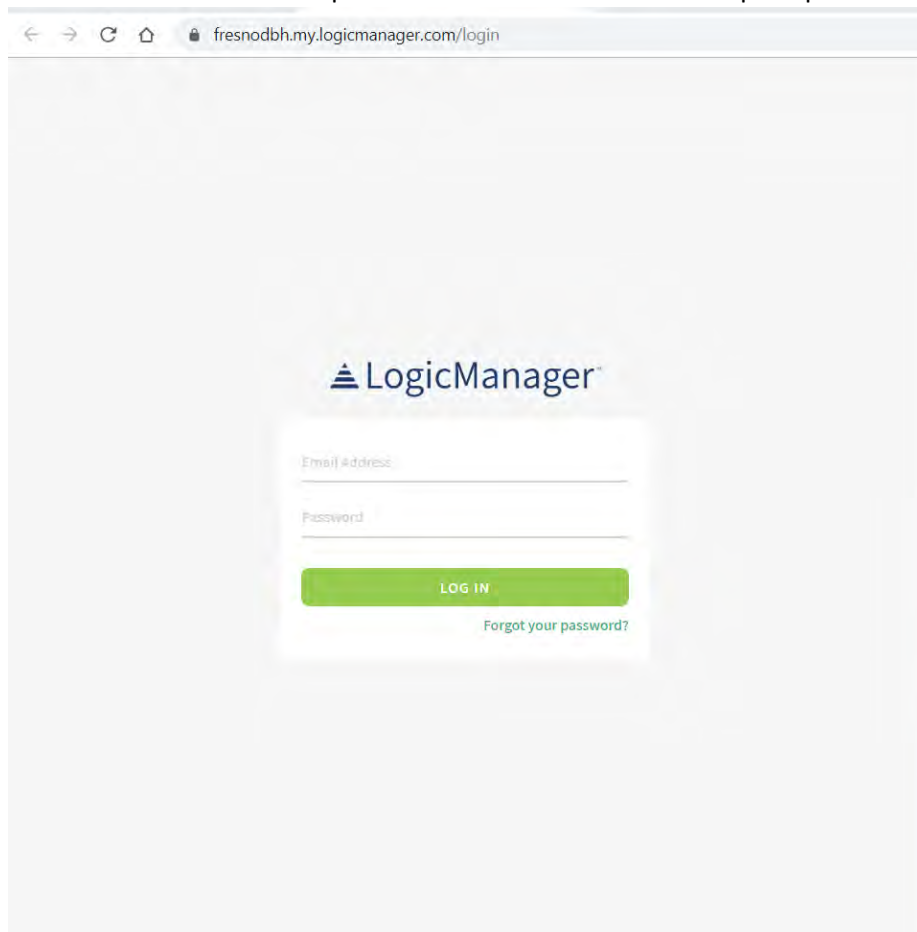
A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.

The screenshot shows a dark teal header with the 'LogicManager' logo. Below it is a white message box that says 'Thank you for your submission!'. At the bottom of the message box is a green 'RELOAD THE FORM' button. A red arrow points from the text above to the 'RELOAD THE FORM' button.

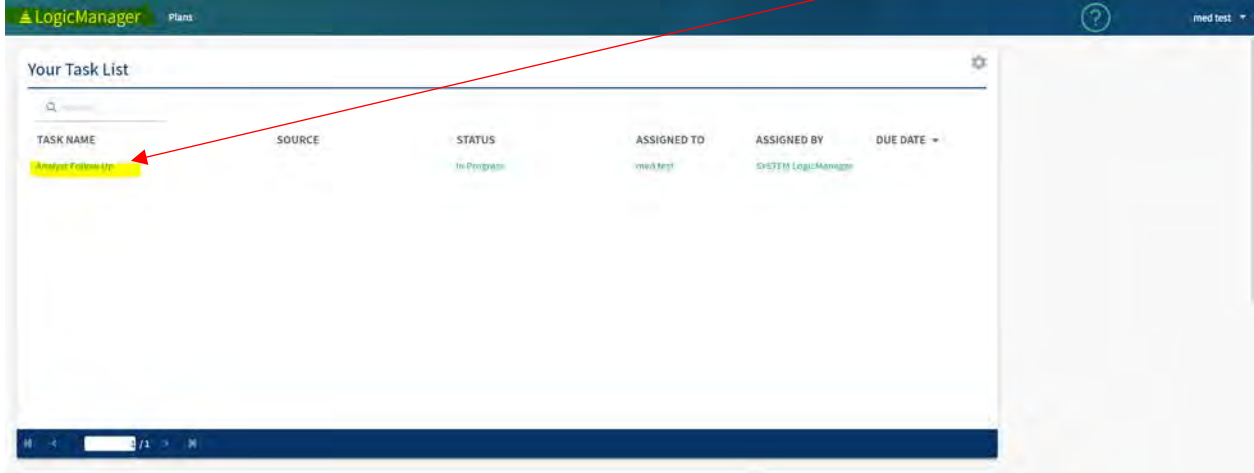
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on "Open this incident in Logic Manager" and the Logic Manager login screen will show.



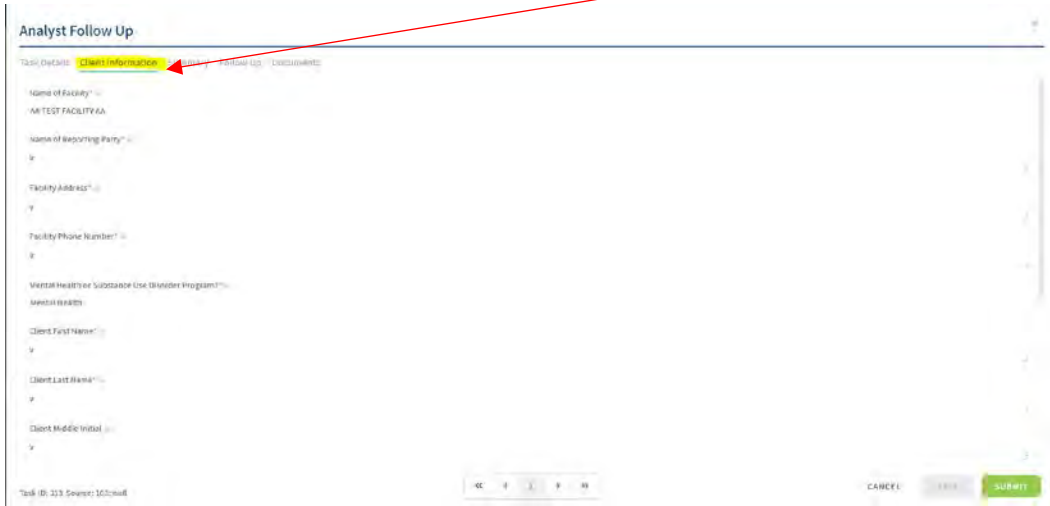
Enter in email address and password. First time users will be prompted to set up a password.



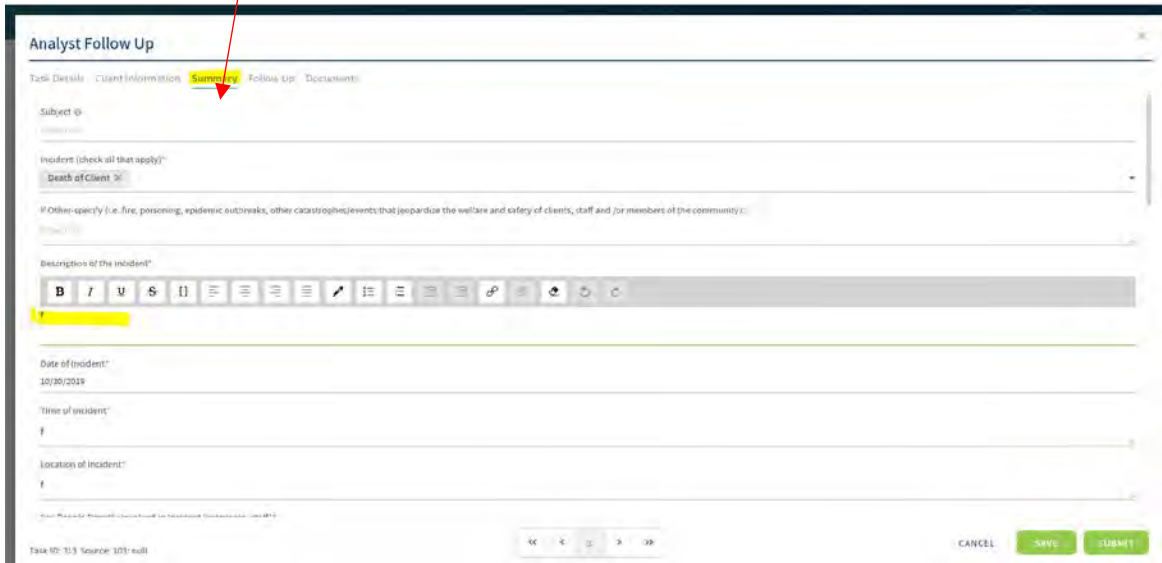
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



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



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

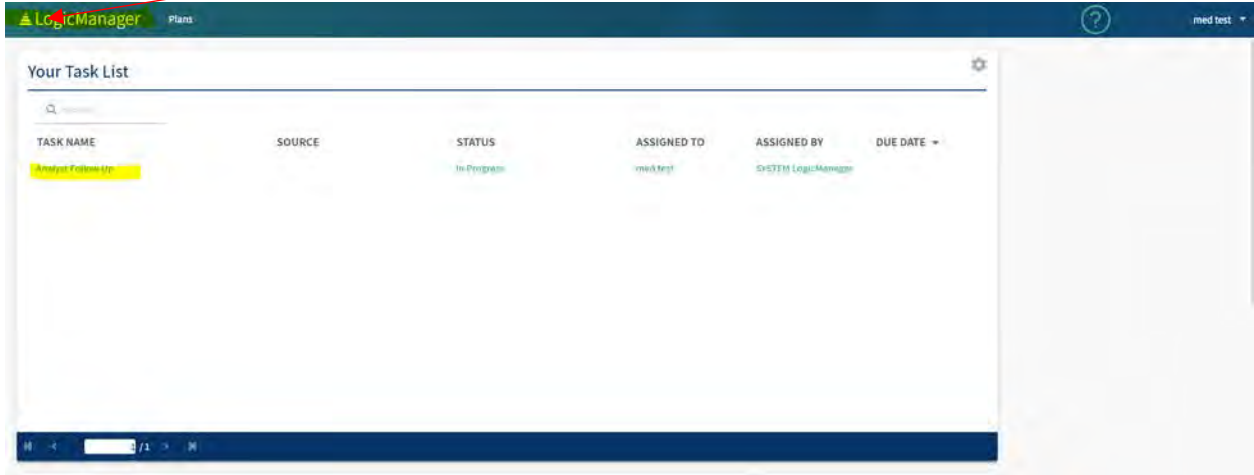


The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then **Cancel** to Exit out of the incident.

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

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

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



COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR shall be required to maintain organizational provider certification by the host county. A copy of this renewal certificate must be furnished to COUNTY within thirty (30) days of receipt of certificate from host county. The CONTRACTOR must meet Medi-Cal organization provider standards as stated below. It is acknowledged that all references to Organizational Provider and/or Provider below shall refer to the CONTRACTOR.

Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the COUNTY to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has as head of service a licensed mental health professional or other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
9. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.

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

EXHIBIT J

Data Security Requirements

1. Definitions

Capitalized terms used in this Exhibit J have the meanings set forth in this section 1.

- a. **“Authorized Employees”** means the Contractor(s)’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)’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to Contractor(s), 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 J.
- 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 Contractor(s) 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 (c). 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)’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable Contractor(s) to promptly investigate and take remedial action under this Exhibit J.
- h. **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by Contractor(s) (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 J.

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- 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. Contractor(s) acknowledges that, in the course of its engagement by the County under this Agreement, Contractor(s), or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- b. Contractor(s) 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, Contractor(s), or any Authorized Persons. Contractor(s) 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 Contractor(s)'s, or any Authorized Person's, Use of that Personal Information.
- c. Contractor(s) agrees and covenants in favor of the County that Contractor(s) 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 Contractor(s) pursuant to the terms of this Exhibit J;
 - iii. Not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for Contractor(s)'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 Contractor(s) 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(s) 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,

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received by Contractor(s), 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 Contractor(s) 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 Contractor(s) shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- e. Contractor(s) 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 Contractor(s)'s own actions and omissions.

3. Information Security

- a. Contractor(s) covenants, represents and warrants to the County that Contractor(s)'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 Contractor(s) uses credit, debit or other payment cardholder information, Contractor(s) 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 Contractor(s)'s sole cost and expense.
- b. Contractor(s) covenants, represents and warrants to the County that, as of the effective date of this Agreement, Contractor(s) 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 Contractor(s)'s obligations under section 3(A) of this Exhibit J, Contractor(s)'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 Contractor(s)'s and Authorized Persons' technical and administrative personnel who are necessary for Contractor(s)'s, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
 - ii. Ensuring that all of Contractor(s)'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

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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 Contractor(s), including any Authorized Person, or anyone with whom Contractor(s) 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 Contractor(s), Contractor(s) shall cause such Authorized Employees to abide strictly by the Contractor(s)'s obligations under this Exhibit J. Contractor(s) shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- e. Contractor(s) shall, in a secure manner, backup daily, or more frequently if it is Contractor(s)'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

EXHIBIT J

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backups via a secure, remote access connection provided by Contractor(s), through the Internet.

- f. Contractor(s) 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 Contractor(s) and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving Contractor(s)'s and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.
- g. Contractor(s) 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 Contractor(s)'s awareness or reasonable belief of a Security Breach, Contractor(s) 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 address: (559) 600-5900 / incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor(s)), 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 Contractor(s)'s notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit J, the Parties shall coordinate with each other to investigate the Security Breach. Contractor(s) 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 Contractor(s)'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, Contractor(s) shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably

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necessary by the County, and Contractor(s) shall provide a written report of the investigation and reporting required to the Director within 30 days after Contractor(s)'s discovery of the Security Breach.

- c. County shall promptly notify Contractor(s) of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon Contractor(s)'s receipt of that notification, Contractor(s) shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit J, all at Contractor(s)'s sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event Contractor(s) discovers a Security Breach, Contractor(s) shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of Contractor(s)'s receipt of notification of such Privacy Practices Complaint, Contractor(s) 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. Contractor(s) 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 Contractor(s)'s sole expense, in accordance with applicable privacy rights, laws, regulations and standards. Contractor(s) 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 J.
- e. Contractor(s) 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. Contractor(s) shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of Contractor(s)'s operations and the nature and scope of its activities.
- b. Upon the County's written request, to confirm Contractor(s)'s compliance with this Exhibit J, as well as any applicable laws, regulations and industry standards, Contractor(s) 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 Contractor(s)'s physical and technical environment in relation to all Personal Information that is Used by Contractor(s) pursuant to this Agreement. Contractor(s) 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 Contractor(s) for

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Personal Information pursuant to this Agreement. In addition, Contractor(s) shall provide the County with the results of any audit by or on behalf of Contractor(s) that assesses the effectiveness of Contractor(s)'s information security program as relevant to the security and confidentiality of Personal Information Used by Contractor(s) or Authorized Persons during the course of this Agreement under this Exhibit J.

- c. Contractor(s) shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit J. that apply to Contractor(s) with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between Contractor(s) 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, Contractor(s) 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 Contractor(s) is authorized to dispose of any such Personal Information, as provided in this Exhibit J, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. Contractor(s) 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, Contractor(s) shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit J to all such Personal Information and copies of Personal Information. Contractor(s) shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. Contractor(s)'s obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that Contractor(s) retains if return or disposal is not feasible and to all Personal Information that Contractor(s) may later discover.

7. Equitable Relief. Contractor(s) acknowledges that any breach of its covenants or obligations set forth in this Exhibit J 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. Contractor(s) shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnatee**") 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

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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 J 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 Contractor(s)'s, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit J or arising out of or resulting from Contractor(s)'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 Contractor(s) 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 Contractor(s) and the County as stated in this Exhibit J shall survive the termination of this Agreement.

10. **No Third-Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit J is intended to confer, nor shall anything in this Exhibit J confer, upon any person other than the County or Contractor(s) 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 Contractor(s)'s (or any Authorized Person's) possession or control, or Use by Contractor(s) (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.

Exhibit K

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of Contractor(s)'s board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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(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)	Telephone number ()		

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

YES NO

- IV. A. Has there been a change in ownership or control within the last year? YES NO
 If yes, give date. _____
- B. Do you anticipate any change of ownership or control within the year?..... YES NO
 If yes, when? _____
- C. Do you anticipate filing for bankruptcy within the year?..... YES NO
 If yes, when? _____
- V. Is the facility operated by a management company or leased in whole or part by another organization?..... YES NO
 If yes, give date of change in operations. _____

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

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

DETAILED INSTRUCTIONS

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

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

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

Item II - Self-explanatory

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

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

Indirect ownership interest - is defined as ownership interest in an entity that has direct or hospital-based home health agencies, are not indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported 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) 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)