

AGREEMENT

This Agreement (“Agreement”) is dated June 20, 2023 and is between The Regents of the University of California, on behalf of the University of California, San Francisco, School of Medicine, and its regional campus, UCSF Fresno, a California Constitutional Corporation (“School”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The UCSF Longitudinal Integrated Fresno Experience (LIFE) program is designed to provide its medical students (“Students”) with educational experiences that adapt to the changing healthcare delivery systems, underserved populations, evolving health information systems, and increase focus on patient-centered illness models. The overarching goals of the program are to expose Students to the unique blend of rural and urban underserved patient population that exists in the Central Valley. The Students will be expected to gain an appreciation of the socioeconomic diversity of the area and the impact this can have on health care delivery. Finally, additional experiences will be offered in Wilderness medicine, homeless shelters, and other unique opportunities available in the community.

B. The opportunity to provide clinical and field experience to Students participating in the UCSF LIFE program enhances services for Fresno County clients, as well as provides the Students with the awareness of the challenges and rewards of working with clients. The County benefits from this agreement as it provides a training opportunity for potential future employees, as well as a testing ground for the County to identify talent and recruit qualified employees after graduation.

C. The Liaison Committee on Medical Education (“LCME”) establishes and oversees the requirements for the education of medical students.

D. It is in the mutual interest and benefit of the parties that Students obtain their clinical experience at County’s facilities in accordance with the requirements of LCME.

The parties therefore agree as follows:

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1 **Article 1**

2 **School's Responsibilities**

3 **School shall:**

4 1.1 Establish the educational goals and objectives of its LIFE clinical experience
5 program in a manner consistent with the standards and requirements set forth by School and
6 the requirements of the Liaison Committee on Medical Education (LCME). Such goals and
7 objectives shall reflect School's commitment to providing the highest quality in education and
8 training programs to Students.

9 1.2 Ensure that its LIFE clinical experience program provides appropriate supervision for
10 all Students, as well as a duty hours schedule and work environment that is consistent with
11 proper patient care, the educational needs and physical and emotional well-being of Students,
12 and the applicable requirements of the LCME.

13 1.3 Recruit and select Students who are appropriately credentialed, licensed, or
14 otherwise authorized to participate in School's LIFE clinical experience program(s) which is the
15 subject of this Agreement (hereafter referred to as "Program").

16 1.4 School shall designate a member of School's faculty to provide coordination,
17 oversight and direction of Students' educational activities and assignments while at County's
18 facilities (hereafter "Program Director" or "School's Program Director"). The Program Director
19 shall also act as liaison with County. During the period in which a Student is assigned to the
20 County, the Student shall be under the ultimate direction and control of the School's Program
21 Director or, in the Program Director's absence, his/her designee(s).

22 1.5 Cooperate with County in coordinating and reviewing work schedules of Students
23 while at County. The parties agree that such schedules shall reflect School's educational
24 mission and shall not be compromised by an excessive reliance on Students to fulfill institutional
25 service obligations.

26 1.6 Ensure, in cooperation with County, that Students assume progressively increasing
27 responsibility according to their levels of education, ability, and experience. School shall
28 determine the appropriate level of responsibility accorded to each Student.

1 1.7 Provide the names of Students and their assignments to County sufficiently in
2 advance to allow for convenient planning of duty schedules.

3 1.8 Develop and implement a mechanism for determining evaluation of the performance
4 of Students to include, where appropriate, input from County.

5 1.9 Maintain records and reports concerning the education of Students and of Students'
6 time spent in the various educational activities referred to in this Agreement, as may be required
7 by School, LCME and/or for compliance with the regulations, guidelines, and policies of third-
8 party payors.

9 1.10 Require assigned Students to:

10 (A) Comply with: County's applicable Medical Staff Bylaws & Rules and Regulations;
11 County's policies, procedures and guidelines; state and federal laws and regulations; the
12 standards and regulations of The Joint Commission ("TJC") and the LCME; and the
13 ethical standards of the American Medical Association;

14 (B) Participate, to the extent scheduled or otherwise requested by County and
15 approved by School, in activities and assignments that are of educational value and that
16 are appropriate to the course and scope of School's Program, consistent with the
17 requirements of the LCME;

18 (C) Participate, consistent with the terms of this Agreement, in quality assurance and
19 risk management activities of County designed to identify, evaluate and reduce risk of
20 patient injury;

21 (D) Cooperate in the timely preparation and maintenance of a complete medical
22 record for each patient in whose care Students participate, on forms provided by the
23 County. The medical record shall, at all times, remain the property of the County.

24 (E) Submit to School the following:

25 (1) Proof of immunization or positive serology (titer) for rubella, measles, mumps,
26 and varicella;

27 (2) Evidence of Hepatitis B either positive antibody titers or immunization;

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1 (3) Annual proof of negative tuberculosis testing by PPD skin test. Any Student
2 who has a positive PPD skin test will be required to provide School with evidence of
3 a negative chest x-ray report taken within one (1) year of his/her initial date of
4 participation in the Program. Upon County request, School will inform each Student
5 to submit copies of said documentation to County.

6 1.11 Upon request, provide County with a copy of School's corporate compliance program
7 and UCSF Campus Code of Conduct (see <http://compliance.ucsf.edu/>) and assign a School
8 representative to work with County regarding any corporate compliance issues. County
9 acknowledges and agrees that all School faculty and Students must comply with the
10 requirements of School's corporate compliance program.

11 1.12 School will monitor the clinical learning environment and will engage County in
12 addressing negative influences in the learning environment where detected.

13 1.13 **Compliance with Laws.** The School shall, at its own cost, comply with all applicable
14 federal, state, and local laws and regulations in the performance of its obligations under this
15 Agreement, including but not limited to workers compensation, labor, and confidentiality laws
16 and regulations.

17 1.14 **Guiding Principles.** School shall align programs, services, and practices with the
18 vision, mission, and guiding principles of the DBH, as further described in Exhibit A, "Fresno
19 County Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto
20 and by this reference incorporated herein and made part of this Agreement.

21 **Article 2**

22 **County's Responsibilities**

23 **The County shall:**

24 2.1 Maintain adequate staff, facilities, and School faculty at County locations covered by
25 this Agreement to meet the educational goals and objectives of the School's Program, and in a
26 manner consistent with the standards and requirements established by School and the LCME. A
27 list of County's sites(s) that are provided for under this Agreement is attached hereto and
28 incorporated herein as Exhibit B. It is expressly agreed and understood by School and County

1 that Students are present at the County's facilities to participate in activities and assignments
2 that are of educational value to Students, and that are appropriate to the course and scope of
3 School's Program and consistent with applicable Program and LCME requirements.

4 2.2 Structure on-call schedules for supervising faculty at County's facilities in a manner
5 that assures the Program Director that faculty supervision is readily available to Students.

6 2.3 Provide services and develop systems to minimize the work of Students that is
7 extraneous to their educational program.

8 2.4 Ensure that School faculty, who are supervising Students at County facilities where
9 medical staff privileges are required, obtain and maintain medical staff privileges at County's
10 facilities.

11 2.5 Ensure that County physicians, who are supervising Students at County facilities
12 where medical staff privileges are required, obtain and maintain medical staff privileges at
13 County's facilities. County's physicians who are supervising Students at County's facilities must
14 qualify for, obtain and maintain a faculty appointment with School in accordance with School's
15 academic review and appointment procedures. During the period in which Student is assigned
16 to the County, the Student shall be under the ultimate direction and control of the School's
17 Program Director or, in the Program Director's absence, his/her designee(s).

18 2.6 Ensure that County clinicians who are supervising Students at County facilities are
19 duly appointed as County employees, and are appropriately credentialed and/or licensed in
20 compliance with LCME standards. Supervisory clinicians at County's facilities who supervise
21 and manage Students' work shall do so under the ultimate direction of the School's Program
22 Director.

23 2.7 Cooperate with School to ensure that Students assume progressively increasing and
24 appropriate responsibility in accordance with their levels of education, ability, and experience.

25 2.8 Conduct formal quality assurance programs and review patient complications and
26 deaths as follows:

27 (A) All Students shall receive instruction in appropriate quality
28 assurance/performance improvement.

1 (B) County shall have a medical records system that assures the availability of
2 medical records at all times and documents the course of each patient's illness and care.
3 The medical records system must be adequate to support the education of Students and
4 quality-assurance/performance improvement activities, and to provide a resource for
5 scholarly activity.

6 2.9 Designate, in consultation with School, an employee of County to coordinate
7 Students' duty schedules and activities while at County's sites (hereafter "Site Director"). The
8 Site Director shall also act as liaison(s) with School. Upon execution of this Agreement, the
9 name of County's Site Director shall be provided to School's Program Director.

10 2.10 Implement duty schedules for Students in conjunction with School's Program
11 Director and in accordance with School's educational goals and objectives and the applicable
12 requirements of the Program and LCME, as follows:

13 (A) County shall promote the Program's educational goals by ensuring that Students'
14 learning objectives are not compromised by excessive reliance on Students to fulfill
15 institutional service obligations. The parties acknowledge and agree, however, that duty
16 hours must reflect the fact that responsibilities for continuing patient care are not
17 automatically discharged at specific times. The Program must ensure that Students are
18 provided appropriate backup support when patient care responsibilities are especially
19 unusual, difficult, or prolonged.

20 (B) County shall ensure that Student duty hours and on-call time periods are not
21 excessive. The structuring of duty hours and on-call schedules shall ensure a work
22 environment that is consistent with proper patient care, the educational needs and
23 physical and emotional well-being of Students, and the applicable requirements of the
24 Program and LCME.

25 2.11 Protect the health and safety of Students on rotation at County's facilities by
26 providing each Student with the following:

27 (A) Orientation of the type and scope provided by County to its new employees,
28 including, but not limited to, information about County's security measures, fire safety

1 and disaster protocols, and any additional recommended personnel safety and security
2 precautions;

3 (B) Instruction in County's policies and procedures for infection control, including the
4 handling and disposal of needles and other sharp objects, and in County's protocols for
5 on-the-job injuries including those resulting from needlestick injuries and other
6 exposures to blood or body fluids or airborne contaminants;

7 (C) First aid and other emergency treatment on-site, including, but not limited to,
8 immediate evaluation for risk of infection and appropriate follow-up care of Student in the
9 event of a needlestick injury to or other exposure of Student to blood or body fluids or
10 airborne contaminants. In the case of suspected or confirmed exposure to the human
11 immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with
12 the current guidelines of the Centers for Disease Control ("CDC") and the community's
13 standard of care. The initial care and administration of testing and prophylactic therapy
14 shall be paid for by County. Subsequent care shall be paid for pursuant to the mutual
15 agreement of the parties; and

16 (D) Information concerning availability of parking, meals, lockers, and appropriate
17 access to on-call rooms and bathroom/shower facilities.

18 2.12 Maintain required State Site Certification for all County facilities utilized under this
19 Agreement and comply with all applicable laws, regulations, T JC, and LCME requirements.
20 County shall notify School within five days of receipt of notice that County is not in compliance
21 with any such laws, regulations, T JC and/or LCME requirements.

22 2.13 Permit inspection of its clinical and related facilities by individuals charged with the
23 responsibility for accreditation of School and/or its educational programs.

24 2.14 With respect to any professional services performed by Students under this
25 Agreement, County shall notify School and its Program Director(s) as follows:

26 (A) Immediately upon initiation of an investigation of a Student or School faculty
27 member.

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1 (B) Within five (5) days after receipt of service of a complaint, summons or notice of
2 a claim naming a Student or School faculty member.

3 (C) Prior to making or accepting a settlement offer in any lawsuit or legal claim in
4 which a School faculty member or Student has been named or in which a settlement is
5 being proposed on their behalf; or

6 (D) Prior to making a report to the National Data Bank, the Medical Board of
7 California, or the California Board of Psychology in which a School faculty member or
8 Student is named.

9 2.15 Provide:

10 (A) Patient support services, such as intravenous services, phlebotomy services, and
11 laboratory services, as well as messenger and transporter services, in a manner
12 appropriate to and consistent with educational objectives and patient care.

13 (B) An effective laboratory, and radiologic information retrieval system appropriate
14 for the conduct of the clinical experience programs and provision of quality and timely
15 patient care.

16 (C) Appropriate security measures to protect Students in all locations, including but
17 not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and
18 related clinical facilities (e.g., medical office building).

19 2.16 Cooperate with and assist School in investigating facts, which may serve as a basis
20 for taking any disciplinary or academic action against a Student, School faculty member and/or
21 School employee. School shall be responsible for the discipline of Students, School faculty
22 members and/or School employees in accordance with School's applicable policies and
23 procedures. School may, but need not, consult with County concerning any proposed
24 disciplinary action. County agrees to abide by School's recommended disciplinary action.

25 Notwithstanding the foregoing, County shall have the right, for good cause and after
26 consultation with School, to prohibit further attendance at County of any Student; provided,
27 however, that County will not take any action against Students in an arbitrary or capricious
28 manner. Upon such termination, School will use its best efforts to replace the terminated

1 Student with another Student as soon as possible.

2 2.17 Upon request, County shall provide School with a copy of County's corporate
3 compliance program or any such plan or program that describes County's plan for ensuring
4 ethical and legal compliance with all federal and state laws. County shall not require any School
5 faculty or Student to conduct his/her professional behavior in a manner that would contradict the
6 requirements of School's corporate compliance program.

7 2.18 The County will provide a learning environment that promotes the development of
8 professional competencies of Students. The County will regularly assess the learning
9 environment to identify positive and negative influences on the maintenance of professional
10 standards and conduct, and develop appropriate mechanisms for addressing negative
11 influences in the learning environment.

12 **Article 3**

13 **Compensation, Invoices, and Payments**

14 3.1 The medical program conducted pursuant to the terms and conditions of this
15 Agreement shall be performed without the payment of any monetary consideration by School or
16 County, one to the other, or by or to any Student participating in said medical program.

17 **Article 4**

18 **Term of Agreement**

19 4.1 **Term.** This Agreement is effective on July 1, 2023 and terminates on June 30, 2026,
20 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
21 below.

22 4.2 **Extension.** The term of this Agreement may be extended for no more than two (2),
23 one-year periods only upon written approval of both parties at least thirty (30) days before the
24 first day of the next one-year extension period. The County's DBH Director or his or her
25 designee is authorized to sign the written approval on behalf of the County based on the
26 School's satisfactory performance. The extension of this Agreement by the County is not a
27 waiver or compromise of any default or breach of this Agreement by the School existing at the
28 time of the extension whether or not known to the County.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director
7 County of Fresno
8 1925 E. Dakota Ave.
9 Fresno, CA 93726

10 **For the School:**

11 Undergraduate Medical Education
12 UCSF Fresno
13 155 N. Fresno St.
14 Fresno, CA 93701

15 5.2 **Change of Contact Information.** Either party may change the information in section
16 5.1 by giving notice as provided in section 5.3.

17 5.3 **Method of Delivery.** Each notice between the County and the School provided for or
18 permitted under this Agreement must be in writing, state that it is a notice provided under this
19 Agreement, and be delivered either by personal service, by first-class United States mail, by an
20 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
21 Document Format (PDF) document attached to an email.

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

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

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

(D) A notice delivered by telephonic facsimile transmission or by PDF document
attached to an email is effective when transmission to the recipient is completed (but, if

1 such transmission is completed outside of County business hours, then such delivery is
2 deemed to be effective at the next beginning of a County business day), provided that
3 the sender maintains a machine record of the completed transmission.

4 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
5 nothing in this Agreement establishes, waives, or modifies any claims presentation
6 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
7 of Title 1 of the Government Code, beginning with section 810).

8 **Article 6**

9 **Termination and Suspension**

10 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
11 contingent on the approval of funds by the appropriating government agency. If sufficient funds
12 are not allocated, then the County, upon at least 30 days' advance written notice to the School,
13 may:

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

15 (B) Terminate this Agreement.

16 **6.2 Termination for Breach.**

17 (1) Either party may immediately suspend or terminate this Agreement in whole
18 or in part, where in the reasonable determination of the terminating party the other
19 party has: Failed to comply with any part of this Agreement;

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

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

22 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
23 County or School may terminate this Agreement by giving at least 60 days advance written
24 notice of intention to terminate.

25 **Article 7**

26 **Independent Contractor**

27 **7.1 Status.** In performing under this Agreement, the School, including its officers,
28 agents, employees, students, and volunteers, is at all times acting and performing as an

1 this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys'
2 fees, or claims for injury or damages are caused by or result from the negligent or intentional
3 acts or omissions of County, its officers, employees, volunteers, agents, or Students.

4 8.3 **Survival.** This Article survives the termination of this Agreement.

5 **Article 9**

6 **Insurance, Assurances, and Licenses/Certificates**

7 9.1 **Insurance.** The School and County shall comply with all the insurance requirements
8 in Exhibit C to this Agreement.

9 9.2 **Assurances.** In entering into this Agreement, School certifies that, to the best of its
10 knowledge, neither they, nor any of their officers or Students participating in the Program, are
11 currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
12 Health Care Programs; that neither they, nor any of their officers or Students participating in the
13 Program, have been convicted of a criminal offense related to the provision of health care items
14 or services; nor have they, nor any of their officers or Students participating in the Program,
15 been reinstated to participate in the Federal Health Care Programs after a period of exclusion,
16 suspension, debarment, or ineligibility. If County learns, subsequent to entering into a contract,
17 that School is ineligible on these grounds, County will remove School from responsibility for, or
18 involvement with, County's business operations related to the Federal Health Care Programs
19 and shall remove such School from any position in which School's compensation, or the items
20 or services rendered, ordered or prescribed by School may be paid in whole or part, directly or
21 indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such
22 time as School is reinstated into participation in the Federal Health Care Programs.

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

1 proposed exclusion.

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

9 (1) In the event the potential employee or Student informs School that he or she
10 is excluded, suspended, debarred, or otherwise ineligible, or has been convicted of a
11 criminal offense relating to the provision of health care services, and School hires or
12 engages such potential employee, School will ensure that said employee or Student
13 does not participate in the Program.

14 (2) Notwithstanding the above, County, at its discretion, may terminate this
15 Agreement in accordance with Article 6 of this Agreement, or require adequate
16 assurance (as defined by County) that no excluded, suspended, or otherwise
17 ineligible employee or Student of School will participate in the Program. Such
18 demand for adequate assurance shall be effective upon a time frame to be
19 determined by County to protect the interests of County consumers.

20 (C) School shall verify (by asking the applicable employees and Students) that all
21 current employees and Students who are expected to participate in the Program under
22 this Agreement: (1) are not currently excluded, suspended, debarred, or otherwise
23 ineligible to participate in the Federal Health Care Programs; (2) have not been
24 convicted of a criminal offense related to the provision of health care items or services;
25 and (3) have not been reinstated to participate in the Federal Health Care Program after
26 a period of exclusion, suspension, debarment, or ineligibility. In the event any existing
27 employee or Student informs School that he or she is excluded, suspended, debarred, or
28 otherwise ineligible to participate in the Federal Health Care Programs, or has been

1 convicted of a criminal offense relating to the provision of health care services, School
2 will ensure that said employee or Student does not participate in the Program.

3 (1) School agrees to notify County immediately during the term of this Agreement
4 whenever School learns that an employee or Student who, in each case, is
5 participating in the Program under this Agreement is excluded, suspended, debarred
6 or otherwise ineligible to participate in the Federal Health Care Programs, or is
7 convicted of a criminal offense relating to the provision of health care services.

8 (2) Notwithstanding the above, County, at its discretion, may terminate this
9 Agreement in accordance with Article 6 of this Agreement, or require adequate
10 assurance (as defined by County) that no excluded, suspended or otherwise
11 ineligible employee or Student of School will perform work, either directly or
12 indirectly, relating to services provided to County. Such demand for adequate
13 assurance shall be effective upon a time frame to be determined by County to
14 protect the interests of County clients.

15 (D) School agrees to cooperate fully with any reasonable requests for information
16 from County which may be necessary to complete any internal or external audits relating
17 to School's compliance with the provisions of this section.

18 (E) School agrees to reimburse County for the entire cost of any penalty imposed
19 upon County by the Federal Government as a result of School's violation of School's
20 obligations as described in this section.

21 9.3 **Licenses/Certificates.** Throughout each term of this Agreement, School and
22 School's staff, and County and County's staff, shall maintain all necessary licenses, permits,
23 approvals, certificates, waivers, and exemptions necessary for the participation in the Program
24 hereunder and performance of this Agreement and required by the laws and regulations of the
25 United States of America, State of California, the County of Fresno, and any other applicable
26 governmental agencies. Each party shall notify the other party immediately in writing of its
27 inability to obtain or maintain such licenses, permits, approvals, certificates, waivers, and
28 exemptions irrespective of the pendency of any appeal related thereto. Additionally, School and

1 School's staff, and County and County's staff, shall comply with all applicable laws, rules, or
2 regulations, as may now exist or be hereafter changed.

3 **Article 10**

4 **Inspections, Audits, and Public Records**

5 10.1 **Inspection of Documents.** The School shall make available to the County, and the
6 County may examine at any time during business hours and as often as the County deems
7 necessary, all of the School's records and data with respect to the matters covered by this
8 Agreement, excluding attorney-client privileged communications. The School shall, upon
9 request by the County, permit the County to audit and inspect all of such records and data to
10 ensure the School's compliance with the terms of this Agreement. The above notwithstanding,
11 County shall not be permitted to examine, audit, or inspect Students' academic or other
12 education records.

13 10.2 **Public Records.** The County is not limited in any manner with respect to its public
14 disclosure of this Agreement or any record or data that the School may provide to the County.
15 The County's public disclosure of this Agreement or any record or data that the School may
16 provide to the County may include but is not limited to the following:

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

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

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

27 (D) This Agreement, and any record or data that the School may provide to the
28 County, is subject to public disclosure as a public record under the California Public

1 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
2 with section 6250) ("CPRA"). County acknowledges that School is also subject to
3 CPRA, and all other applicable public records laws.

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

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

12 **10.3 Public Records Act Requests.** If the County receives a written or oral request
13 under the CPRA to publicly disclose any record that is in the School's possession or control,
14 and which the County has a right, under any provision of this Agreement or applicable law, to
15 possess or control, then the County may demand, in writing, that the School deliver to the
16 County, for purposes of public disclosure, the requested records that may be in the possession
17 or control of the School. Within five business days after the County's demand, the School shall
18 (a) deliver to the County all of the requested records that are in the School's possession or
19 control, together with a written statement that the School, after conducting a diligent search, has
20 produced all requested records that are in the School's possession or control, or (b) provide to
21 the County a written statement that the School, after conducting a diligent search, does not
22 possess or control any of the requested records. The School shall cooperate with the County
23 with respect to any County demand for such records. If the School wishes to assert that any
24 specific record or data is exempt from disclosure under the CPRA or other applicable law, it
25 must deliver the record or data to the County and assert the exemption by citation to specific
26 legal authority within the written statement that it provides to the County under this section. The
27 School's assertion of any exemption from disclosure is not binding on the County, but the
28 County will give at least 10 days' advance written notice to the School before disclosing any

1 record subject to the School's assertion of exemption from disclosure.

2 10.4 **Client Records.** Students shall maintain records in accordance with Exhibit D,
3 "Documentation Standards for Persons Served Records", attached hereto and by this reference
4 incorporated herein and made part of this Agreement.

5 **Article 11**

6 **Federal and State Laws**

7 11.1 **Health Insurance Portability and Accountability Act.** County and School each
8 consider and represent themselves as covered entities as defined by the U.S. Health Insurance
9 Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and
10 disclose Protected Health Information (PHI) in compliance with applicable law.

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

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

18 To the extent applicable, School and County agree to comply with the HIPAA
19 Regulations, including those set forth in, but not limited to, Title 45, Sections 164.314(a),
20 164.502(e) and 164.504(e) of the Code of Federal Regulations.

21 **Article 12**

22 **Disclosure of Self-Dealing Transactions**

23 12.1 **Applicability.** This Article applies if the School is operating as a corporation or
24 changes its status to operate as a corporation.

25 12.2 **Duty to Disclose.** If any member of the School's board of directors is party to a self-
26 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-
27 Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the
28 County before commencing the transaction or immediately after.

1 **Article 14**

2 **General Terms**

3 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The School acknowledges that County employees have no authority to modify
6 this Agreement except as expressly provided in this Agreement.

7 14.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 14.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 14.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. School consents to California jurisdiction for actions arising from or related to
13 this Agreement.

14 14.5 **Construction.** The final form of this Agreement is the result of the parties' combined
15 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
16 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
17 against either party.

18 14.6 **Days.** Unless otherwise specified, "days" means calendar days.

19 14.7 **Headings.** The headings and section titles in this Agreement are for convenience
20 only and are not part of this Agreement.

21 14.8 **References to Laws and Rules.** In the event any law, regulation, or policy referred
22 to in this Agreement is amended during the term thereof, the parties hereto agree to comply with
23 the amended provision as of the effective date of such amendment.

24 14.9 **Severability.** If anything in this Agreement is found by a court of competent
25 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
26 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
27 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
28 intent.

1 14.10 **Nondiscrimination.** During the performance of this Agreement, neither party shall
2 unlawfully discriminate against any employee or applicant for employment, or recipient of
3 services, because of race, religious creed, color, national origin, ancestry, physical disability,
4 mental disability, medical condition, genetic information, marital status, sex, gender, gender
5 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
6 all applicable State of California and federal statutes and regulation.

7 14.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
8 of the School under this Agreement on any one or more occasions is not a waiver of
9 performance of any continuing or other obligation of the School and does not prohibit
10 enforcement by the County of any obligation on any other occasion.

11 14.12 **Entire Agreement.** This Agreement, including its exhibits, Revised RFP No. 22-038,
12 and School's Response to the RFP, is the entire agreement between the School and the County
13 with respect to the subject matter of this Agreement, and it supersedes all previous negotiations,
14 proposals, commitments, writings, advertisements, publications, and understandings of any
15 nature unless those things are expressly included in this Agreement. If there is any
16 inconsistency between the terms of this Agreement without its exhibits and the terms of the
17 exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this
18 Agreement without its exhibits, and then to the terms of the exhibits.

19 14.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
20 create any rights or obligations for any person or entity except for the parties.

21 14.14 **Authorized Signature.** The School represents and warrants to the County that:

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

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

27 14.15 **Use of Name.** The parties agree that any use of the "UCSF," or the "University of
28 California" name or other similar references to the University of California San Francisco, its

1 physicians or facilities, shall be subject to the prior written approval of the Regents of the
2 University of California in accordance with the provisions of applicable law, including but not
3 limited to California Education Code Section 92000.

4 **14.16 Professional and Administrative Responsibility.** Pursuant to Title 22, Section
5 70713 of the California Code of Regulations, and to the extent permitted by law and not
6 inconsistent with other provisions of this Agreement, County shall retain professional and
7 administrative responsibility for the services rendered to its patients.

8 **14.17 Interruption of Service.** Either party shall be excused from any delay or failure in
9 performance hereunder caused by reason of any occurrence or contingency beyond its
10 reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire,
11 insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and
12 rights of the party so excused shall be extended on a day-to-day basis for the time period equal
13 to the period of such excusable interruption. In the event the interruption of a party's services
14 continues for a period in excess of thirty (30) days, the other party shall have the right to
15 terminate this Agreement upon ten (10) days' prior written notice to the other party.

16 **14.18 Cooperation in Disposition of Claims.** County and School agree to cooperate with
17 each other in the timely investigation and disposition of certain audits, disciplinary actions and
18 third-party liability claims arising out of any services provided under this Agreement; provided,
19 however, that nothing shall require either County or School to disclose any peer review
20 documents, records or communications which are privileged under Section 1157 of the
21 California Evidence Code, under the Attorney-Client Privilege, or under the Attorney Work-
22 Product Privilege. To the extent permissible at law and in accordance with the applicable
23 institution policies, the parties shall notify one another as soon as possible of any adverse event
24 which may result in liability to the other party. The failure to provide notice shall not be deemed
25 a breach of the agreement, and such failure to do so shall not relieve the indemnifying party of
26 its indemnity obligations if such delay does not prejudice the defense thereof.

27 It is the intention of the parties to fully cooperate in the disposition of all such audits,
28 actions or claims. Such cooperation may include, but is not limited to, timely notice, joint

1 investigation, defense, disposition of claims of third parties arising from services performed
2 under this Agreement, and making witnesses available; provided, however only to the extent
3 consistent with School policies and only so long as any personnel assistance by School does
4 not materially interfere with any School employee's performance of his or her School
5 employment responsibilities. The failure to provide notice shall not be deemed a breach of the
6 agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity
7 obligations if such delay does not prejudice the defense thereof. School shall be responsible for
8 discipline of School students and employees in accordance with School's applicable policies
9 and procedures.

10 To the extent allowed by law, County and School shall have reasonable and timely
11 access to the medical records, charts, and/or de-identified quality assurance data of the other
12 party relating to any claim or investigation related to services provided pursuant to this
13 Agreement; provided, however, that nothing shall require either County or School to disclose
14 any peer review documents, records or communications which are privileged under Section
15 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney
16 Work-Product Privilege.

17 14.19 **Electronic Signatures.** The parties agree that this Agreement may be executed by
18 electronic signature as provided in this section.

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

24 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
25 equivalent to a valid original handwritten signature of the person signing this Agreement
26 for all purposes, including but not limited to evidentiary proof in any administrative or
27 judicial proceeding, and (2) has the same force and effect as the valid original
28 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 14.20 **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 SCHOOL: County OF FRESNO

3 THE REGENTS OF THE UNIVERSITY OF
4 CALIFORNIA, SAN FRANCISCO, SCHOOL
5 OF MEDICINE



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

6 DocuSigned by:


99B050E7E1914EC 6/1/2023

7 Kenny Banh, MD
8 Assistant Dean of Undergraduate Medical
Education, UCSF School of Medicine

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

9 155 N. Fresno St.
10 Fresno, CA 93701

By: 

Deputy

11 For accounting use only:

12 Org No.: 5630
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.: 1000

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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

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COUNTY OF FRESNO, DEPARTMENT OF BEHAVIORAL HEALTH**

The County of Fresno facilities, made available by the County under this Agreement for the SCHOOL's Program, shall include, but not be limited to:

1. Children's Services - 3133 N. Millbrook, Fresno, CA 93703
2. Adult Services - 4441 E. Kings Canyon Rd., Fresno, CA 93702

Exhibit C

Insurance Requirements

1. Required Policies

Each party, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insurance as follows:

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 Five Million Dollars (\$5,000,000). 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 School shall name 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. The County shall obtain an endorsement to this policy naming the School 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 each party is excess only and not contributing with insurance provided under each party's policy.

- (A) **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.
- (B) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (C) **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.
- (D) **Medical Malpractice/Professional Liability.** Medical Malpractice/Professional Liability insurance with minimum limits of five million (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled, or non-renewed, extended reporting (tail) coverage shall be obtained for the remainder of the five (5) year period.
- (E) **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.

The School, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insurance as follows:

Exhibit C

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.

2. Additional Requirements

- (A) **Verification of Coverage.** Each party, within 30 days of contract execution, and at any time during the term of this Agreement as requested by either party, shall deliver, or cause its broker or producer to deliver certificates of insurance and applicable endorsements to the other party for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that the party has waived its right to recover from the other party, 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.
- (B) **Acceptability of Insurers.** Unless a party elects to self-insure its activities in connection with this Agreement, 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, each party shall provide, or ensure that the policy requires the insurer to provide, written notice to the other party of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, each party shall, or shall cause the insurer to, provide written notice to the other party 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 party shall, or shall cause the insurer to, provide written notice to the other party not less than 30 days in advance of cancellation or change.
- (D) **Waiver of Subrogation.** Each party waives any right to recover from the other party, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. Each party is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but each party's waiver of subrogation under this paragraph is effective whether or not that party obtains such an endorsement.
- (E) **Remedy for Party's Failure to Maintain.** If either party fails to keep in effect at all times any insurance coverage required under this Agreement, the other party may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure.
- (F) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
- (G) It should be expressly understood, however, that the coverages required under this Section shall not in any way limit the liability of the insured party.

Exhibit D

DOCUMENTATION STANDARDS FOR PERSON SERVED RECORDS

The documentation standards are described below under key topics related to care for persons served. All standards must be addressed in the person served's 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 person served's 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 person served's 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

Exhibit D

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 person served's 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,
 - Person served's plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the person served's plan goals, and there will be documentation of the person served's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the person served's participation and agreement in the body of the plan, person served's signature on the plan, or a description of the person served's participation and agreement in progress notes.
 - Person served's signature on the plan will be used as the means by which the Contractor documents the participation of the person served. When the person served's signature is required on the person served's plan and the person

Exhibit D

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

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

D. Progress Notes

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

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

2. Timeliness/Frequency of Progress Notes

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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Name of authorized representative (typed)	Title
Signature	Date

Remarks

Certificate Of Completion

Envelope Id: 2FBF5FA2AAAA4914AF7907214E977D9B

Status: Completed

Subject: Complete with DocuSign: Final for Signature UCSF - LIFE with Exhibits.pdf

Source Envelope:

Document Pages: 39

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Janellyn Chiu

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1855 Folsom St

Envelopeld Stamping: Disabled

Suite 601

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

San Francisco, CA 94103

Janellyn.Chiu@ucsf.edu

IP Address: 128.218.42.233

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Kenny Banh

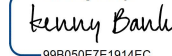
kenny.banh@ucsf.edu

Assistant Dean of UME

University of California, San Francisco

Security Level: Email, Account Authentication
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Kasan Jones

kasan.jones@ucsf.edu

UME Program Manager

University of California, San Francisco

Security Level: Email, Account Authentication
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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

6/1/2023 2:15:28 PM

Signing Complete

Security Checked

6/1/2023 2:15:43 PM

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Security Checked

6/1/2023 2:15:43 PM

Payment Events

Status

Timestamps