

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between each Contractor(s), listed in Exhibit A “List of Contractor(s)s”, (“Contractor(s)s”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. Through its Department of Behavioral Health (DBH), Mental Health Services Act (MHSA), Community Services and Supports (CSS) component, and through input from the MSHA community stakeholder process, culturally competent and linguistically accessible specialty mental services for target cultural/ethnic/linguistic unserved and/or underserved populations with serious emotional disturbance (SED) and/or serious mental illness (SMI) in Fresno County. Furthermore, development of community based training sites for bilingual and bicultural graduate, post master, doctoral and/or post-doctoral students, who require supervised clinical hours to be eligible for State licensing in social work, marriage and family counseling, professional clinical counseling, or clinical psychology is needed to expand these services. Contractor(s)s are qualified and willing to provide said services.

B. County entered into Agreement No.18-599 with Contractor(s) on October 23, 2018, Amendment I Agreement No. 23-077 on February 28, 2023, collectively Agreement No. 18-599;

C. Changes to the agreement are necessary due the Department of Health Care Services’ implementation of California Advancing and Innovating Medi-Cal (CalAIM), which includes a new billing structure that Contractor(s)s must utilize;

D. This Agreement shall replace, restate, and supersede Agreement No. 18-599 in its entirety.

The parties therefore agree as follows:

**Article 1**

**Contractor(s)’s Services**

1.1 **Scope of Services.** The Contractor(s) shall perform all of the services provided in Exhibit B to this Agreement, titled “Scope of Services.” Contractor(s) shall also perform all services and fulfill all responsibilities as set forth in their individual “Scope of Work” documents

1 approved by the County's DBH Director or designee, and attached as Exhibits B-1 et seq. In  
2 addition, all services identified as Full Service Partnership (FSP) services shall be performed in  
3 accordance with Exhibit C, "Full Service Partnership Service Delivery Model", attached hereto  
4 and by this reference incorporated herein.

5 1.2 **Representation.** The Contractor(s) represents that it is qualified, ready, willing, and  
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Contractor(s) shall, at its own cost, comply with all  
8 applicable federal, state, and local laws and regulations in the performance of its obligations  
9 under this Agreement, including but not limited to workers compensation, labor, and  
10 confidentiality laws and regulations.

11 Contractor(s) shall provide services in conformance with all applicable State and Federal  
12 statutes, regulations and subregulatory guidance, as from time to time amended, including but  
13 not limited to:

- 14 (A) California Code of Regulations, Title 9;
- 15 (B) California Code of Regulations, Title 22;
- 16 (C) California Welfare and Institutions Code, Division 5;
- 17 (D) United States Code of Federal Regulations, Title 42, including but not limited to  
18 Parts 438 and 455;
- 19 (E) United States Code of Federal Regulations, Title 45;
- 20 (F) United States Code, Title 42 (The Public Health and Welfare), as applicable;
- 21 (G) Balanced Budget Act of 1997;
- 22 (H) Health Insurance Portability and Accountability Act (HIPAA); and
- 23 (I) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory  
24 guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and  
25 Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of  
26 County's, state or federal contracts governing services for persons served.

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

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

9 1.4 **Meetings.** Contractor(s) shall participate in monthly, or as needed, workgroup  
10 meetings consisting of staff from County's DBH to discuss service requirements, data reporting,  
11 training, policies and procedures, overall program operations and any problems or foreseeable  
12 problems that may arise. Contractor(s) shall also participate in other County meetings, such as  
13 but not limited to quality improvement meetings, provider meetings, Behavioral Health Board  
14 meetings, bi-monthly Contractor(s) meetings, etc. Schedule for these meetings may change  
15 based on the needs of the County.

16 1.5 **Organizational Provider.** Contractor(s) shall maintain requirements as a Mental  
17 Health Plan (MHP) organizational provider throughout the term of this Agreement, as described  
18 in Article 17 of this Agreement. If for any reason, this status is not maintained, County may  
19 terminate this Agreement pursuant to Article 7 of this Agreement.

20 1.6 **Staffing.** Contractor(s) agrees that prior to providing services under the terms and  
21 conditions of this Agreement, Contractor(s) shall have staff hired and in place for program  
22 services and operations or County may, in addition to other remedies it may have, suspend  
23 referrals or terminate this Agreement, in accordance with Article 7 of this Agreement.

24 1.7 **Credentialing and Recredentialing.** Contractor(s) and their respective staff must  
25 follow the uniform process for credentialing and recredentialing of service providers established  
26 by County, including disciplinary actions such as reducing, suspending, or terminating provider's  
27 privileges. Failure to comply with specified requirements can result in suspension or termination  
28 of an individual or provider.

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

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

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

14       1.8     **Criminal Background Check.** Contractor(s) shall ensure that all providers and/or  
15 subcontracted providers consent to a criminal background check, including fingerprinting to the  
16 extent required under state law and 42 C.F.R. § 455.434(a). Contractor(s) shall provide  
17 evidence of completed consents when requested by the County, DHCS or the US Department  
18 of Health & Human Services (US DHHS).

19       1.9     **Guiding Principles.** Contractor(s) shall align programs, services, and practices with  
20 the vision, mission, and guiding principles of the DBH, as further described in Exhibit E, “Fresno  
21 County Department of Behavioral Health Guiding Principles of Care Delivery”, attached hereto  
22 and by this reference incorporated herein and made part of this Agreement.

23       1.10    **Clinical Leadership.** Contractor(s) shall send to County upon execution of this  
24 Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their  
25 clinical program. Recruitment and retaining clinical leadership with the clinical competencies to  
26 oversee services based on the level of care and program design presented herein shall be  
27 included in this plan. A description and monitoring of this plan shall be provided.

1        1.11 **Timely Access.** It is the expectation of the County that Contractor(s) provide timely  
2 access to services that meet the State of California standards for care. Contractor(s) shall track  
3 timeliness of services to persons served and provide a monthly report showing the monitoring or  
4 tracking tool that captures this data. County and Contractor(s) shall meet to go over this  
5 monitoring tool, as needed but at least on a monthly basis. County shall take corrective action if  
6 there is a failure to comply by Contractor(s) with timely access standards. Contractor(s) shall  
7 also provide tracking tools and measurements for effectiveness, efficiency, and persons served  
8 satisfaction as further detailed in Exhibit B and B-1, et seq..

9        1.12 **Electronic Health Record.** Contractor(s) may maintain its records in County's  
10 electronic health record (EHR) system in accordance with Exhibit F, "Documentation Standards  
11 for Persons Served Records", as licenses become available. The person served record shall  
12 begin with registration and intake, and include person served authorizations, assessments,  
13 plans of care, and progress notes, as well as other documents as approved by County. County  
14 shall be allowed to review records of all and any services provided. If Contractor(s) determines  
15 to maintain its records in the County's EHR, it shall provide County's DBH Director, or his or her  
16 designee, with a thirty (30) day notice. If at any time Contractor(s) chooses not to maintain its  
17 records in the County's EHR, it shall provide County's DBH Director, or designee, with thirty (30)  
18 days advance written notice and Contractor(s) will be responsible for obtaining its own system,  
19 at its own cost, for electronic health records management.

20            Disclaimer

21            County makes no warranty or representation that information entered into the County's  
22 DBH EHR system by Contractor(s) will be accurate, adequate, or satisfactory for Contractor(s)'s  
23 own purposes or that any information in Contractor(s)'s possession or control, or transmitted or  
24 received by Contractor(s), is or will be secure from unauthorized access, viewing, use,  
25 disclosure, or breach. Contractor(s) is solely responsible for person served information entered  
26 by Contractor(s) into the County's DBH EHR system. Contractor(s) agrees that all Private  
27 Health Information (PHI) maintained by Contractor(s) in County's DBH EHR system will be  
28

1 maintained in conformance with all HIPAA laws, as stated in section 18.1, "Health Insurance  
2 Portability and Accountability Act."

3 1.13 **Records.** Contractor(s) shall maintain records in accordance with Exhibit F,  
4 "Documentation Standards for Persons Served Records". All persons served's records shall be  
5 maintained for a minimum of 10 years from the date of the end of this Agreement.

6 1.14 **Access to Records.** Contractor(s) shall provide County with access to all  
7 documentation of services provided under this Agreement for County's use in administering this  
8 Agreement. Contractor(s) shall allow County, CMS, the Office of the Inspector General, the  
9 Controller General of the United States, and any other authorized Federal and State agencies to  
10 evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all  
11 records, documents, and the premises, equipment and facilities maintained by the Contractor(s)  
12 pertaining to such services at any time and as otherwise required under this Agreement.

13 1.15 **Quality Improvement Activities and Participation.** Contractor(s) shall comply with  
14 the County's ongoing comprehensive Quality Assessment and Performance Improvement  
15 (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established  
16 outcomes by following structural and operational processes and activities that are consistent  
17 with current practice standards.

18 Contractor(s) shall participate in quality improvement (QI) activities, including clinical and  
19 non-clinical performance improvement projects (PIPs), as requested by the County in relation to  
20 State and Federal requirements and responsibilities, to improve health outcomes and  
21 individuals' satisfaction over time. Other QI activities include quality assurance, collection and  
22 submission of performance measures specified by the County, mechanisms to detect both  
23 underutilization and overutilization of services, individual and system outcomes, utilization  
24 management, utilization review, provider appeals, provider credentialing and re-credentialing,  
25 and person served grievances. Contractor(s) shall measure, monitor, and annually report to the  
26 County its performance.

27 1.16 **Rights of Persons Served.** Contractor shall comply with applicable laws and  
28 regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal.

1 Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. § 438.100. The Contractor shall  
2 ensure that its subcontractors comply with all applicable patients' rights laws and regulations.

3 **Article 2**

4 **Reporting**

5 2.1 **Reports.** The Contractor(s) shall submit the following reports:

6 (A) Outcome Reports

7 Contractor(s) shall submit to County clinical program performance outcome  
8 reports, as requested.

9 Outcome reports and outcome requirements are subject to change at County's  
10 discretion. Contractor(s) shall provide outcomes as stated in Exhibit B, Exhibits B-1 et  
11 seq. and Exhibit G.

12 (B) Staffing Report

13 Contractor(s) shall submit monthly staffing reports due by the 10th of each month  
14 that identify all direct service and support staff by first and last name, applicable  
15 licensure/certifications, and full-time hours worked to be used as a tracking tool to  
16 determine if Contractor(s)'s program is staffed according to the requirements of this  
17 Agreement.

18 (C) Mental Health Services Act (MHSA) Reporting

19 Contractor(s) shall adhere to MHSA reporting including but not limited to fiscal,  
20 outcomes, and demographics as described in Exhibit B and Exhibits B-1 et seq..

21 (D) Additional Reports

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



1 (\$2,194,443.00), which is not a guaranteed sum, but shall be paid only for services rendered  
2 and received.

3 4.3 **Cost Reimbursement Maximum Compensation.** The maximum compensation  
4 payable to the Contractor(s) under this Agreement for the period of July 1, 2023 through June  
5 30, 2024 is Forty Two Thousand and No/100 Dollars (\$42,000.00). The maximum compensation  
6 payable to the Contractor(s) under this Agreement for the period of July 1, 2024 through June  
7 30, 2025 is Forty Two Thousand and No/100 Dollars (\$42,000.00).

8 4.4 **Transition Optimization Funds.** If Contractor opts to apply for transition  
9 optimization funds, the maximum amount payable for transition optimization for the period of  
10 July 1, 2023, through June 30, 2024 shall not exceed Two-Hundred Fifty Thousand and No/100  
11 Dollars (\$250,000.00) split among all current agreements between the Contractor and the  
12 County for Medi-Cal billable specialty mental health and substance use disorder services as  
13 further described in the Scope of Work/Services. All final invoices for transition optimization  
14 funds shall be submitted by July 15, 2024. Invoices submitted thereafter, shall not be eligible for  
15 payment.

16  
17 4.5 **Total Maximum Compensation.** In no event shall the maximum contract amount for  
18 all the services provided by the Contractor(s) to County under the terms and conditions of this  
19 Agreement be in excess of Four Million, Seven Hundred Seventy-Two Thousand, and Eight  
20 Hundred Eighty-Six and No/100 Dollars (\$4,772,886.00) during the entire term of this  
21 Agreement.

22 The Contractor(s) acknowledges that the County is a local government entity and does so with  
23 notice that the County's powers are limited by the California Constitution and by State law, and  
24 with notice that the Contractor(s) 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(s)  
27 further acknowledges that County employees have no authority to pay the Contractor(s) except  
28 as expressly provided in this Agreement.

1       4.6     **Rate Categories.** The program service components for the Contractor(s) shall be  
2 categorized under one or more of the following rate categories and as indicated on Exhibit H:

3             (A) Clinic-Site Based: Clinic-Site Based programs shall be defined as programs who  
4 provide less than fifty percent (50%) of services in the field. In the field services are  
5 those services that do not occur through telehealth and do not occur in designated sites  
6 in which the Contractor(s) is afforded regular access. Designated sites shall be identified  
7 by the Contractor(s) and approved by County's DBH Director or designee in writing.

8             (B) Field Based: Field based programs shall be defined as programs that provide  
9 more than fifty percent (50%) of services in the field.

10            (C) Full-Service Partnership/Assisted Outpatient Therapy/Therapeutic Behavioral  
11 Health Services (FSP/AOT/TBS): FSP/AOT/TBS programs shall provide services in  
12 accordance with level of care standards and general requirements as described in the  
13 Scope of Work/Services, if applicable.

14            DBH shall continuously monitor the programs and analyze data to review accuracy of  
15 rate categories assigned and may only reassign rate categories with the written agreement of  
16 both parties pursuant to Article 25.

17       4.7     **Specialty Mental Health Services Claiming.** Contractor(s) shall enter claims data  
18 into the County's billing and transactional database system by the fifteenth (15<sup>th</sup>) of every month  
19 for actual services rendered in the previous month. Contractor(s) shall use Current Procedural  
20 Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as  
21 provided in the DHCS Billing Manual available at  
22 <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time  
23 amended.

24            Claims shall be complete and accurate and must include all required information  
25 regarding the claimed services. Claims data entry into the County's electronic health record  
26 system shall be the responsibility of Contractor(s). County shall monitor the volume of services,  
27 billing amounts and service types entered into County's electronic health record/information  
28 system. Any and all audit exceptions resulting from the provision and reporting of specialty

1 mental health services by Contractor(s) shall be the sole responsibility of Contractor(s).  
2 Contractor(s) will comply with all applicable policies, procedures, directives, and guidelines  
3 regarding the use of County's electronic health record/information system.

4 Contractor(s) must provide all necessary data to allow County to bill Medi-Cal, and any  
5 other third-party source, for services and meet State and Federal reporting requirements. The  
6 necessary data can be provided by a variety of means, including but not limited to: 1) direct data  
7 entry into County's electronic health record/information system; 2) providing an electronic file  
8 compatible with County's electronic health record/information system; or 3) integration between  
9 County's electronic health record/information system and Contractor(s)'s information system(s).  
10 Contractor(s) shall maximize the Federal Financial Participation (FFP) reimbursement by  
11 claiming all possible Medi-Cal services and correcting denied services for resubmission as  
12 needed.

13 4.8 **Applicable Fees.** Contractor(s) shall not charge any persons served or third-party  
14 payers any fee for service unless directed to do so by the County's DBH Director or designee at  
15 the time the individual is referred for services. When directed to charge for services,  
16 Contractor(s) shall use the uniform billing and collection guidelines prescribed by DHCS.

17 Contractor(s) will perform eligibility and financial determinations, in accordance with  
18 DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all individuals unless  
19 directed otherwise by the County's DBH Director or designee.

20 Contractor(s) shall not submit a claim to, or demand or otherwise collect reimbursement  
21 from, the person served or persons acting on behalf of the person served for any specialty  
22 mental health or related administrative services provided under this Contract, except to collect  
23 other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9,  
24 §1810.365(c).

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

1 If a person served has dual coverage, such as other health coverage (OHC) or Federal  
2 Medicare, Contractor(s) will be responsible for billing the carrier and obtaining a payment/denial  
3 or have validation of claiming with no response for ninety (90) days after the claim was mailed  
4 before the service can be entered into the County's electronic health record/information system.  
5 Contractor(s) must report all third-party collections for Medicare, third-party or client-pay or  
6 private-pay in each month. A copy of explanation of benefits or CMS 1500 form is required as  
7 documentation. Contractor(s) must comply with all laws and regulations governing the Federal  
8 Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42  
9 U.S.C. section 1395 et seq; and 2) the regulation and rules promulgated by the Federal Centers  
10 for Medicare and Medicaid Services as they relate to participation, coverage and claiming  
11 reimbursement. Contractor(s) will be responsible for compliance as of the effective date of each  
12 Federal, State or local law or regulation specified.

13 4.9 **Invoices.** The Contractor(s) shall submit monthly invoices, in arrears by the fifteenth  
14 (15<sup>th</sup>) day of each month, in the format directed by the County. The Contractor(s) shall submit  
15 invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-  
16 invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with  
17 a copy to the assigned County's DBH Staff Analyst. At the discretion of County's DBH Director  
18 or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's  
19 DBH Director, or designee, shall have the right to withhold payment as to only the portion of the  
20 invoice that is incorrect or improper after five (5) days prior notice to Contractor(s). Contractor(s)  
21 agrees to continue to provide services for a period of ninety (90) days after notification of an  
22 incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected  
23 to County satisfaction, County's DBH Director, or designee, may elect to terminate this  
24 Agreement, pursuant to the termination provisions stated in Article 7 of this Agreement.

25 **Specialty Mental Health Services Claimable Services.** For claimable services,  
26 invoices shall be based on claims entered into the County's billing and transactional database  
27 system for the prior month.  
28

1 Monthly payments for claimed services shall only be based on the units of time assigned  
2 to each CPT or HCPCS code entered in the County's billing and transactional database  
3 multiplied by the practitioner service rates in Exhibit H.

4 County's payments to Contractor(s) for performance of claimed services are provisional  
5 and subject to adjustment until the completion of all settlement activities. County's adjustments  
6 to provisional payments for claimed services shall be based on the terms, conditions, and  
7 limitations of this Agreement or the reasons for recoupment set forth in Article 4 and 13.

8 Any claimable services submitted beyond six (6) months from the month of service may  
9 be ineligible for payment.

10 **Cost Reimbursement Based Invoices.** Invoices for cost reimbursement services shall  
11 be based on actual expenses incurred in the month of service. Contractor(s) shall submit  
12 monthly invoices and general ledgers to County that itemize the line item charges for monthly  
13 program costs. The invoices and general ledgers will serve as tracking tools to determine if  
14 Contractor(s)'s costs are in accordance with its budgeted cost. Failure to submit reports and  
15 other supporting documentation shall be deemed sufficient cause for County to withhold  
16 payments until there is compliance.

17 Contractor(s) must report all revenue collected from a third-party, client-pay or private-  
18 pay in each monthly invoice. In addition, Contractor(s) shall submit monthly invoices for  
19 reimbursement that equal the amount due less any revenue collected and/or unallowable cost  
20 such as lobbying or political donations from the monthly invoice reimbursements.

21 Travel shall be reimbursed based on actual expenditures and reimbursement shall be at  
22 Contractor(s)'s adopted rate, not to exceed the Federal Internal Revenue Services (IRS)  
23 published rate.

24 **Corrective Action Plans.** Contractor(s)s shall enter services into the County's billing  
25 and transactional database and submit invoices in accordance with the deadlines listed above  
26 and information shall be accurate. Failure to meet the requirements set forth above will result in  
27 a corrective action plan at the discretion of the County's DBH Director, or designee, and may  
28 result in financial penalties or termination of agreement per Article 7.

1       4.10   **Payment.** Payments shall be made by County to Contractor(s) in arrears, for  
2 services provided during the preceding month, within forty-five (45) days after the date of  
3 receipt, verification, and approval by County. All final invoices and/or any final budget  
4 modification requests shall be submitted by Contractor(s) within sixty (60) days following the  
5 final month of service for which payment is claimed. No action shall be taken by County on  
6 claims submitted beyond the sixty (60) day closeout period. Any compensation which is not  
7 expended by Contractor(s) pursuant to the terms and conditions of this Agreement shall  
8 automatically revert to County.

9       4.11   **Specialty Mental Health Services Payments.** Payment shall be made upon  
10 certification and other proof satisfactory to County that services have actually been performed  
11 by Contractor(s) as specified in this Agreement and/or after receipt and verification of actual  
12 services provided.

13       4.12   **Cost Reimbursement Payments.** Payment shall be made upon certification or other  
14 proof satisfactory to County that services have actually been performed by Contractor(s) as  
15 specified in this Agreement and/or after receipt and verification of actual expenditures incurred  
16 by Contractor(s) for monthly program costs, as identified in the budget narratives and budgets  
17 identified in Exhibit H, in the performance of this Agreement. County shall not be obligated to  
18 make any payments under this Agreement if the request for payment is received by County  
19 more than sixty (60) days after this Agreement has terminated or expired.

20       4.13   **Recoupments and Audits.** County shall recapture from Contractor(s) the value of  
21 any services or other expenditures determined to be ineligible based on the County or State  
22 monitoring results. The County reserves the right to enter into a repayment agreement with  
23 Contractor(s), with total monthly payments not to exceed twelve (12) months from the date of  
24 the repayment agreement, to recover the amount of funds to be recouped. The County has the  
25 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of  
26 the repayment agreement. The repayment agreement may be made with the signed written  
27 approval of County's DBH Director, or designee, and respective Contractor(s) through a  
28 repayment agreement. The monthly repayment amounts may be netted against the

1 Contractor(s)'s monthly billing for services rendered during the month, or the County may, in its  
2 sole discretion, forego a repayment agreement and recoup all funds immediately. This remedy  
3 is not exclusive, and County may seek recoupment from any other means, including, but not limited  
4 to, a separate contract or agreement with Contractor(s).

5 Contractor(s) shall be held financially liable for any and all future disallowances/audit  
6 exceptions due to Contractor(s)'s deficiency discovered through the State audit process and  
7 County utilization review for services provided during the course of this Agreement. At County's  
8 election, the disallowed amount will be remitted within forty-five (45) days to County upon  
9 notification or shall be withheld from subsequent payments to Contractor(s). Contractor(s) shall  
10 not receive reimbursement for any units of services rendered that are disallowed or denied by  
11 the Fresno County Mental Health Plan (Mental Health Plan) utilization review process or  
12 through the State of California DHCS audit and review process, cost report audit settlement if  
13 applicable, for Medi-Cal eligible beneficiaries.

14 **4.14 Incidental Expenses.** The Contractor(s) is solely responsible for all of its costs and  
15 expenses that are not specified as payable by the County under this Agreement. If Contractor(s)  
16 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for  
17 further compensation.

18 **4.15 Restrictions and Limitations.** This Agreement shall be subject to any restrictions,  
19 limitations, and/or conditions imposed by County or state or federal funding sources that may in  
20 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also  
21 contingent upon sufficient funds being made available by County, state, or federal funding  
22 sources for the term of the Agreement. If the federal or state governments reduce financial  
23 participation in the Medi-Cal program, County agrees to meet with Contractor(s) to discuss  
24 renegotiating the services required by this Agreement.

25 Funding is provided by fiscal year. Any unspent fiscal year appropriation does not roll  
26 over and is not available for services provided in subsequent years.

27 In the event that funding for these services is delayed by the State Controller, County  
28 may defer payments to Contractor(s). The amount of the deferred payment shall not exceed the

1 amount of funding delayed by the State Controller to the County. The period of time of the  
2 deferral by County shall not exceed the period of time of the State Controller's delay of payment  
3 to County plus forty-five (45) days.

4 **4.16 Additional Financial Requirements.** County has the right to monitor the  
5 performance of this Agreement to ensure the accuracy of claims for reimbursement and  
6 compliance with all applicable laws and regulations.

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

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

14 Federal Financial Participation is not available for any amount furnished to an Excluded  
15 individual or entity, or at the direction of a physician during the period of exclusion when the  
16 person providing the service knew or had reason to know of the exclusion, or to an individual or  
17 entity when the County failed to suspend payments during an investigation of a credible  
18 allegation of fraud [42 U.S.C. section 1396b(i)(2)].

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

22 **4.17 Contractor(s) Prohibited from Redirection of Contracted Funds.** Contractor(s)  
23 may not redirect or transfer funds from one funded program to another funded program under  
24 which Contractor(s) provides services pursuant to this Agreement except through a duly  
25 executed amendment to this Agreement.

26 Contractor(s) may not charge services delivered to an eligible person served under one  
27 funded program to another funded program unless the person served is also eligible for services  
28 under the second funded program.



1 The extension of this Agreement by the County is not a waiver or compromise of any default or  
2 breach of this Agreement by the Contractor(s) existing at the time of the extension whether or  
3 not known to the County.

## 4 **Article 6**

### 5 **Notices**

6 6.1 **Contact Information.** The persons and their addresses having authority to give and  
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**

9 Director  
10 County of Fresno  
11 1925 E. Dakota Avenue  
12 Fresno, CA 93726

13 **For the Contractor(s):**

14 See Exhibit A

15 6.2 **Change of Contact Information.** Either party may change the information in section  
16 6.1 by giving notice as provided in section 6.3.

17 6.3 **Method of Delivery.** Each notice between the County and the Contractor(s)  
18 provided for or permitted under this Agreement must be in writing, state that it is a notice  
19 provided under this Agreement, and be delivered either by personal service, by first-class  
20 United States mail, by an overnight commercial courier service, by telephonic facsimile  
21 transmission, or by Portable 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 (3) 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 (1)  
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.



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

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

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

9 **7.3 Termination without Cause.** In circumstances other than those set forth above, the  
10 County may terminate this Agreement by giving at least thirty (30) days advance written notice  
11 to the Contractor(s).

12 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
13 under this Article 7 is without penalty to or further obligation of the County.

14 **7.5 County's Rights upon Termination.** Upon termination for breach under this Article  
15 7, the County may demand repayment by the Contractor(s) of any monies disbursed to the  
16 Contractor(s) under this Agreement that, in the County's sole judgment, were not expended in  
17 compliance with this Agreement. The Contractor(s) shall promptly refund all such monies upon  
18 demand. This section survives the termination of this Agreement.

19 In the event this Agreement is terminated, Contractor(s) shall be entitled to  
20 compensation for all Specialty Mental Health Services (SMHS) satisfactorily provided pursuant  
21 to the terms and conditions of this Agreement through and including the effective date of  
22 termination. This provision shall not limit or reduce any damages owed to the County due to a  
23 breach of this Agreement by Contractor(s).

## 24 **Article 8**

### 25 **Informing Materials for Persons Served**

26 **8.1 Basic Information Requirements.** Contractor(s) shall provide information in a  
27 manner and format that is easily understood and readily accessible to the persons served (42  
28 C.F.R. § 438.10(c)(1)). Contractor(s) shall provide all written materials for persons served in

1 easily understood language, format, and alternative formats that take into consideration the  
2 special needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor(s) shall  
3 inform the persons served that information is available in alternate formats and how to access  
4 those formats in compliance with 42 C.F.R. § 438.10.

5 Contractor(s) shall provide the required information in this section to each individual  
6 receiving SMHS under this Agreement and upon request (1915(b) Medi-Cal Specialty Mental  
7 Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, §  
8 1810.360(e)).

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

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

14 **8.2 Electronic Submission.** Persons served information required in this section may  
15 only be provided electronically by the Contractor(s) if all of the following conditions are met:

16 (A) The format is readily accessible;

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

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

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

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

26 **8.3 Language and Format.** Contractor(s) shall provide all written materials, including  
27 taglines, for persons served or potential persons served in a font size no smaller than twelve  
28 (12) point (42 C.F.R. 438.10(d)(6)(ii)).

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

1 Contractor(s) shall make its written materials that are critical to obtaining services,  
2 including, at a minimum, provider directories, beneficiary handbook, appeal and grievance  
3 notices, denial and termination notices, and the Contractor(s)'s mental health education  
4 materials, available in the prevalent non-English languages in the County (42 C.F.R. §  
5 438.10(d)(3)).

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

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

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

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

17 8.4 **Beneficiary Informing Materials.** Each person served must receive and have  
18 access to the beneficiary informing materials upon request by the individual and when first  
19 receiving SMHS from Contractor(s). Beneficiary informing materials include but are not limited  
20 to:

21 (A) Consumer Handbook

22 (B) Provider Directory

23 (C) Grievance form

24 (D) Appeal/Expedited Appeal form

25 (E) Advance Directives brochure

26 (F) Change of Provider form

27 (G) Suggestions brochure

28 (H) Notice of Privacy Practices

(I) Notices of Adverse Benefit Determination (NOABDs – Including Denial and  
Termination notices)

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

3 (K) Contractor shall ensure beneficiary informing material are displayed in the  
4 threshold languages of Fresno County at all service sites, including but not limited to the  
5 following:

- 6 (1) Consumer Handbook
- 7 (2) Provider Directory
- 8 (3) Grievance form
- 9 (4) Appeal/Expedited Appeal form
- 10 (5) Advance Directives brochure
- 11 (6) Change of Provider form
- 12 (7) Suggestions brochure

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

20 **8.5 Beneficiary Handbook.** Contractor(s) shall provide each persons served with a  
21 beneficiary handbook at the time the individual first accesses services and thereafter upon  
22 request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14)  
23 business days after receiving notice of enrollment.

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

1       8.6     **Accessibility.** Required informing materials must be electronically available on  
2 Contractor(s)'s website and must be physically available at the Contractor(s)'s facility lobby for  
3 individuals' access.

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

8           Informing materials will be considered provided to the individual if Contractor(s) does  
9 one or more of the following:

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

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

14           (C) Provides the information by email after obtaining the persons served's agreement  
15 to receive the information by email;

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

21           (E) Provides the information by any other method that can reasonably be expected  
22 to result in the person served receiving that information. If Contractor(s) provides  
23 informing materials in person, when the individual first receives specialty mental health  
24 services, the date and method of delivery shall be documented in the persons served's  
25 file.

26       8.7     **Provider Directory.** Contractor(s) must follow the County's provider directory policy,  
27 in compliance with MHSUDS IN 18-020.

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

1 to update provider information. A paper provider directory must be updated at least monthly as  
2 set forth in 42 C.F.R. § 438.10(h)(3)(i).

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

5 Contractor(s) will only need to report changes/updates to the provider directory for  
6 licensed, waived, or registered mental health providers.

## 7 **Article 9**

### 8 **Independent Contractor**

9 9.1 **Status.** In performing under this Agreement, the Contractor(s), including its officers,  
10 agents, employees, and volunteers, is at all times acting and performing as an independent  
11 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
12 venturer, partner, or associate of the County.

13 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
14 manner or method of the Contractor(s)'s performance under this Agreement, but the County  
15 may verify that the Contractor(s) is performing according to the terms of this Agreement.

16 9.3 **Benefits.** Because of its status as an independent contractor, the Contractor(s) has  
17 no right to employment rights or benefits available to County employees. The Contractor(s) is  
18 solely responsible for providing to its own employees all employee benefits required by law. The  
19 Contractor(s) shall save the County harmless from all matters relating to the payment of  
20 Contractor(s)'s employees, including compliance with Social Security withholding and all related  
21 regulations.

22 9.4 **Services to Others.** The parties acknowledge that, during the term of this  
23 Agreement, the Contractor(s) may provide services to others unrelated to the County.

24 9.5 **Operating Costs.** Contractor(s) shall provide all personnel, supplies, and operating  
25 expenses of any kind required for the performance of this Agreement.

26 9.6 **Additional Responsibilities.** The parties acknowledge that, during the term of this  
27 Agreement, the Contractor(s) will be performing hiring, training, and credentialing of staff, and  
28 County will be performing additional staff credentialing to ensure compliance with State and  
Federal regulations.



1 **Article 11**

2 **Insurance**

3 11.1 The Contractor(s) shall comply with all the insurance requirements in Exhibit I to this  
4 Agreement.

5 **Article 12**

6 **Assurances**

7 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**  
8 **Health Care Program.**

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

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

20 (1) [www.oig.hhs.gov/exclusions](http://www.oig.hhs.gov/exclusions) - Office of Inspector General's List of Excluded  
21 Individuals/Entities (LEIE) Federal Exclusions

22 (2) [www.sam.gov/content/exclusions](http://www.sam.gov/content/exclusions) - General Service Administration (GSA)  
23 Exclusions Extract [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) - Suspended & Ineligible Provider List

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

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

27 (C) In entering into this Agreement, Contractor(s) certifies, that Contractor(s) does  
28 not employ staff or individual Contractor(s)s/vendors that are on the Social Security

1 Administration's Death Master File. Contractor(s) shall check the database prior to  
2 employing staff or individual Contractor(s)/vendors and provide evidence of these  
3 completed searches when requested by the County, DHCS or the US DHHS.

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

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

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

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

## 21 **Article 13**

### 22 **Inspections, Audits, and Public Records**

23 13.1 **Inspection of Documents.** The Contractor(s) shall make available to the County,  
24 and the County may examine at any time during business hours and as often as the County  
25 deems necessary, all of the Contractor(s)'s records and data with respect to the matters  
26 covered by this Agreement, excluding attorney-client privileged communications. The  
27 Contractor(s) shall, upon request by the County, permit the County to audit and inspect all of  
28

1 such records and data to ensure the Contractor(s)'s compliance with the terms of this  
2 Agreement.

3       **13.2 State Audit Requirements.** If the compensation to be paid by the County under this  
4 Agreement exceeds \$10,000, the Contractor(s) is subject to the examination and audit of the  
5 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
6 years after final payment under this Agreement. This section survives the termination of this  
7 Agreement.

8       **13.3 Internal Auditing.** Contractor(s)s of sufficient size as determined by County shall  
9 institute and conduct a Quality Assurance Process for all services provided hereunder. Said  
10 process shall include at a minimum a system for verifying that all services provided and claimed  
11 for reimbursement shall meet SMHS definitions and be documented accurately.

12             In addition, Contractor(s)s with medication prescribing authority shall adhere to County's  
13 medication monitoring review practices. Contractor(s) shall provide County with notification and  
14 a summary of any internal audit exceptions and the specific corrective actions taken to  
15 sufficiently reduce the errors that are discovered through Contractor(s)'s internal audit process.  
16 Contractor(s) shall provide this notification and summary to County as requested by the County.

17       **13.4 Confidentiality in Audit Process.** Contractor(s) and County mutually agree to  
18 maintain the confidentiality of Contractor(s)'s records and information of persons served, in  
19 compliance with all applicable State and Federal statutes and regulations, including but not  
20 limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor(s) shall  
21 inform all of its officers, employees, and agents of the confidentiality provisions of all applicable  
22 statutes.

23             Contractor(s)'s fiscal records shall contain sufficient data to enable auditors to perform a  
24 complete audit and shall be maintained in conformance with standard procedures and  
25 accounting principles.

26             Contractor(s)'s records shall be maintained as required by DBH and DHCS on forms  
27 furnished by DHCS or the County. All statistical data or information requested by the County's  
28

1 DBH Director or designee shall be provided by the Contractor(s) in a complete and timely  
2 manner.

3 13.5 **Reasons for Recoupment.** County will conduct periodic audits of Contractor(s) files  
4 to ensure appropriate clinical documentation, high quality service provision and compliance with  
5 applicable federal, state and county regulations.

6 Such audits may result in requirements for Contractor(s) to reimburse County for  
7 services previously paid in the following circumstances:

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

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

11 (2) Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare  
12 Managed Care Manual available at [https://www.cms.gov/Regulations-and-](https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals)  
13 [Guidance/Guidance/Manuals](https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals)

14 (B) Overpayment of Contractor(s) by County due to errors in claiming or  
15 documentation.

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

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

25 13.6 **Cooperation with Audits.** Contractor(s) shall cooperate with County in any review  
26 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This  
27 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.  
28

1 In addition, Contractor(s) shall comply with all requests for any documentation or files  
2 including, but not limited to, files for persons served..

3 Contractor(s) shall notify the County of any scheduled or unscheduled external  
4 evaluation or site visits when it becomes aware of such visit. County shall reserve the right to  
5 attend any or all parts of external review processes.

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

12 **13.7 Single Audit Clause.** If Contractor(s) expends Seven Hundred Fifty Thousand and  
13 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies,  
14 Contractor(s) agrees to conduct an annual audit in accordance with the requirements of the  
15 Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200.  
16 Contractor(s) shall submit said audit and management letter to County. The audit must include a  
17 statement of findings or a statement that there were no findings. If there were negative findings,  
18 Contractor(s) must include a corrective action plan signed by an authorized individual.  
19 Contractor(s) agrees to take action to correct any material non-compliance or weakness found  
20 as a result of such audit. Such audit shall be delivered to County's DBH Finance Division for  
21 review within nine (9) months of the end of any fiscal year in which funds were expended and/or  
22 received for the program. Failure to perform the requisite audit functions as required by this  
23 Agreement may result in County performing the necessary audit tasks, or at County's option,  
24 contracting with a public accountant to perform said audit, or may result in the inability of County  
25 to enter into future agreements with Contractor(s). All audit costs related to this Agreement are  
26 the sole responsibility of Contractor(s).

27 A single audit report is not applicable if Contractor(s)'s Federal contracts do not exceed  
28 the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or

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

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

17 **13.8 Public Records.** The County is not limited in any manner with respect to its public  
18 disclosure of this Agreement or any record or data that the Contractor(s) may provide to the  
19 County. The County's public disclosure of this Agreement or any record or data that the  
20 Contractor(s) may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

16 **13.9 Public Records Act Requests.** If the County receives a written or oral request  
17 under the CPRA to publicly disclose any record that is in the Contractor(s)'s possession or  
18 control, and which the County has a right, under any provision of this Agreement or applicable  
19 law, to possess or control, then the County may demand, in writing, that the Contractor(s)  
20 deliver to the County, for purposes of public disclosure, the requested records that may be in  
21 the possession or control of the Contractor(s). Within five business days after the County's  
22 demand, the Contractor(s) shall (a) deliver to the County all of the requested records that are in  
23 the Contractor(s)'s possession or control, together with a written statement that the  
24 Contractor(s), after conducting a diligent search, has produced all requested records that are in  
25 the Contractor(s)'s possession or control, or (b) provide to the County a written statement that  
26 the Contractor(s), after conducting a diligent search, does not possess or control any of the  
27 requested records. The Contractor(s) shall cooperate with the County with respect to any  
28 County demand for such records. If the Contractor(s) wishes to assert that any specific record

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

## 11 **Article 14**

### 12 **Right to Monitor**

13 14.1 **Right to Monitor.** County or any subdivision or appointee thereof, and the State of  
14 California or any subdivision or appointee thereof, including the Auditor General, shall have  
15 absolute right to review and audit all records, books, papers, documents, corporate minutes,  
16 financial records, staff information, records of persons served, other pertinent items as  
17 requested, and shall have absolute right to monitor the performance of Contractor(s) in the  
18 delivery of services provided under this Agreement. Full cooperation shall be given by the  
19 Contractor(s) in any auditing or monitoring conducted, according to this agreement.

20 14.2 **Accessibility.** Contractor(s) shall make all of its premises, physical facilities,  
21 equipment, books, records, documents, agreements, computers, or other electronic systems  
22 pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished  
23 under the terms of this Agreement, or determinations of amounts payable available at any time  
24 for inspection, examination, or copying by County, the State of California or any subdivision or  
25 appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of  
26 Inspector General, the United States Controller General or their designees, and other  
27 authorized federal and state agencies. This audit right will exist for at least ten years from the  
28 final date of the Agreement period or in the event the Contractor(s) has been notified that an

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

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

8 **14.3 Cooperation.** Contractor(s) shall cooperate with County in the implementation,  
9 monitoring and evaluation of this Agreement and comply with any and all reporting requirements  
10 established by County. Should County identify an issue or receive notification of a complaint or  
11 potential/actual/suspected violation of requirements, County may audit, monitor, and/or request  
12 information from Contractor(s) to ensure compliance with laws, regulations, and requirements,  
13 as applicable.

14 **14.4 Probationary Status.** County reserves the right to place Contractor(s) on  
15 probationary status, as referenced in the Probationary Status Article, should Contractor(s) fail to  
16 meet performance requirements; including, but not limited to violations such as high  
17 disallowance rates, failure to report incidents and changes as contractually required, failure to  
18 correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting  
19 performance outcomes expectations, and violations issued directly from the State. Additionally,  
20 Contractor(s) may be subject to Probationary Status or termination if agreement monitoring and  
21 auditing corrective actions are not resolved within specified timeframes.

22 **14.5 Record Retention.** Contractor(s) shall retain all records and documents originated  
23 or prepared pursuant to Contractor(s)'s performance under this Agreement, including grievance  
24 and appeal records, and the data, information and documentation specified in 42 C.F.R. parts  
25 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term  
26 end date of this Agreement or until such time as the matter under audit or investigation has  
27 been resolved. Records and documents include but are not limited to all physical and electronic  
28 records and documents originated or prepared pursuant to Contractor(s)'s or subcontractor's

1 performance under this Agreement including working papers, reports, financial records and  
2 documents of account, records of persons served, prescription files, subcontracts, and any  
3 other documentation pertaining to covered services and other related services for persons  
4 served.

5       **14.6 Record Maintenance.** Contractor(s) shall maintain all records and management  
6 books pertaining to service delivery and demonstrate accountability for agreement performance  
7 and maintain all fiscal, statistical, and management books and records pertaining to the  
8 program. Records should include, but not be limited to, monthly summary sheets, sign-in  
9 sheets, and other primary source documents. Fiscal records shall be kept in accordance with  
10 Generally Accepted Accounting Principles and must account for all funds, tangible assets,  
11 revenue and expenditures. Fiscal records must also comply with the Code of Federal  
12 Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative  
13 Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

20           Contractor(s) shall comply with the Article 18 and Article 1 regarding relinquishing or  
21 maintaining medical records.

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

25       **14.7 Financial Reports.** Contractor(s) shall submit audited financial reports on an annual  
26 basis to the County. The audit shall be conducted in accordance with Generally Accepted  
27 Accounting Principles and generally accepted auditing standards.



1 orally, or in writing at any time with the Mental health Plan. In the event Contractor is notified by  
2 a beneficiary or their representative of a discrimination grievance, subcontractor shall report  
3 discrimination grievances to the Mental Health Plan within 24 hours. The Contractor shall not  
4 require a beneficiary or their representative to file a Discrimination Grievance with the Mental  
5 Health Plan before filing the complaint directly with the DHCS Office of Civil Rights and the U.S.  
6 Health and Human Services Office for Civil Rights.

7 **15.2 Rights of Persons Served.** Contractor(s) shall post signs informing persons served  
8 of their right to file a complaint or grievance, appeals, and expedited appeals. In addition,  
9 Contractor(s) shall inform every person served of their rights as set forth in Exhibit J.

10 **15.3 Incident Reporting.** Contractor(s) shall file an incident report for all incidents  
11 involving persons served, following the protocol identified in Exhibit K.

## 12 **Article 16**

### 13 **Property of County**

14 **16.1 Applicability.** Article 16 shall only apply to the program components and services  
15 provided under operational costs.

16 **16.2 Fixed Assets.** County and Contractor(s) recognize that fixed assets are tangible and  
17 intangible property obtained or controlled under County for use in operational capacity and will  
18 benefit County for a period more than one (1) year.

19 **16.3 Agreement Assets.** Assets shall be tracked on an agreement by agreement basis.  
20 All of these assets shall fall into the "Equipment" category unless funding source allows for  
21 additional types of assets. At a minimum, the following types of items are considered to be  
22 assets:

23 (A) Computers (desktops and laptops)\*

24 (B) Copiers, cell phones, tablets, and other devices with any HIPAA data

25 (C) Modular furniture

26 (D) Any items over \$500 or more with a lifespan of at least two (2) years:

27 (1) Televisions

28 (2) Washers/Dryers

1 (3) Printers

2 (4) Digital Cameras

3 (5) Other equipment/furniture

4 (6) Items in total when purchased or used as a group fall into one or more of the  
5 above categories

6 (E) Items of sensitive nature shall be purchased and allocated to a single agreement.

7 All items containing HIPAA data are considered sensitive.

8 Contractor(s) shall ensure proper tracking for contact assets that include the following  
9 asset attributes at a minimum:

10 (A) Description of the asset;

11 (B) The unique identifier of the asset if applicable, i.e., serial number;

12 (C) The acquisition date;

13 (D) The quantity of the asset;

14 (E) The location of the asset or to whom the asset is assigned;

15 (F) The cost of the asset at the time of acquisition;

16 (G) The source of grant funding if applicable;

17 (H) The disposition date, and

18 (I) The method of disposition (surplus, transferred, destroyed, lost)

19 All Contract assets shall be returned to the Department at the end of the agreement  
20 period.

21 16.4 **Retention and Maintenance.** Assets shall be retained by County, as County  
22 property, in the event this Agreement is terminated or upon expiration of this Agreement.

23 Contractor(s) agrees to participate in an annual inventory of all County fixed and inventoried

24 assets. Upon termination or expiration of this Agreement, Contractor(s) shall be physically

25 present when fixed and inventoried assets are returned to County possession. Contractor(s) is

26 responsible for returning to County all County owned undepreciated fixed and inventoried

27 assets, or the monetary value of said assets if unable to produce the assets at the expiration or

28 termination of this Agreement. Contractor(s) further agrees to the following:

1 Maintain all items of equipment in good working order and condition, normal wear and  
2 tear excepted;

3 Label all items of equipment with County assigned program number, to perform periodic  
4 inventories as required by County and to maintain an inventory list showing where and how the  
5 equipment is being used in accordance with procedures developed by County. All such lists  
6 shall be submitted to County within ten (10) days of any request therefore; and

7 Report in writing to County immediately after discovery, the loss or theft of any items of  
8 equipment. For stolen items, the local law enforcement agency must be contacted, and a copy  
9 of the police report submitted to County.

10 **16.5 Equipment Purchase.** The purchase of any equipment by Contractor(s) with funds  
11 provided hereunder shall require the prior written approval of County's DBH Director or  
12 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly  
13 related to Contractor(s)'s services or activity under the terms of this Agreement. County may  
14 refuse reimbursement for any costs resulting from equipment purchased, which are incurred by  
15 Contractor(s), if prior written approval has not been obtained from County.

16 **16.6 Modification.** Contractor(s) must obtain prior written approval from County's DBH  
17 whenever there is any modification or change in the use of any property acquired or improved,  
18 in whole or in part, using funds under this Agreement. If any real or personal property acquired  
19 or improved with said funds identified herein is sold and/or is utilized by Contractor(s) for a use  
20 which does not qualify under this Agreement, Contractor(s) shall reimburse County in an  
21 amount equal to the current fair market value of the property, less any portion thereof  
22 attributable to expenditures of funds not provided under this Agreement. These requirements  
23 shall continue in effect for the life of the property. In the event this Agreement expires, the  
24 requirements for this Article shall remain in effect for activities or property funded with said  
25 funds, unless action is taken by the State government to relieve County of these obligations.

1 **Article 17**

2 **Compliance**

3 17.1 **Compliance.** Contractor(s) agrees to comply with County's Contractor(s) Code of  
4 Conduct and Ethics and the County's Compliance Program in accordance with Exhibit L. Within  
5 thirty (30) days of entering into this Agreement with County, Contractor(s) shall ensure all of  
6 Contractor(s)'s employees, agents, and subcontractors providing services under this Agreement  
7 certify in writing, that he or she has received, read, understood, and shall abide by the  
8 Contractor(s) Code of Conduct and Ethics. Contractor(s) shall ensure that within thirty (30)  
9 days of hire, all new employees, agents, and subcontractors providing services under this  
10 Agreement shall certify in writing that he or she has received, read, understood, and shall abide  
11 by the Contractor(s) Code of Conduct and Ethics. Contractor(s) understands that the promotion  
12 of and adherence to the Contractor(s) Code of Conduct is an element in evaluating the  
13 performance of Contractor(s) and its employees, agents, and subcontractors.

14 Within thirty (30) days of entering into this Agreement, and annually thereafter, all  
15 employees, agents, and subcontractors providing services under this Agreement shall complete  
16 general compliance training, and appropriate employees, agents, and subcontractors shall  
17 complete documentation and billing or billing/reimbursement training. All new employees,  
18 agents, and subcontractors shall attend the appropriate training within thirty (30) days of hire.  
19 Each individual who is required to attend training shall certify in writing that he or she has  
20 received the required training. The certification shall specify the type of training received and  
21 the date received. The certification shall be provided to County's DBH Compliance Officer at  
22 1925 E. Dakota Ave, Fresno, California 93726. Contractor(s) agrees to reimburse County for  
23 the entire cost of any penalty imposed upon County by the Federal Government as a result of  
24 Contractor(s)'s violation of the terms of this Agreement.

25 17.2 **Compliance with State Medi-Cal Requirements.** Contractor(s) shall be required to  
26 maintain Mental Health Plan organizational provider certification by Fresno County.  
27 Contractor(s) must meet Medi-Cal organization provider standards as listed in Exhibit M, "Medi-  
28 Cal Organizational Provider Standards", attached hereto and by this reference incorporated

1 herein and made part of this Agreement. It is acknowledged that all references to  
2 Organizational Provider and/or Provider in Exhibit M shall refer to Contractor(s).

3       **17.3 Medi-Cal Certification and Mental Health Plan Compliance.** Contractor(s) will  
4 establish and maintain Medi-Cal certification or become certified within ninety (90) days of the  
5 effective date of this Agreement through County to provide reimbursable services to Medi-Cal  
6 eligible persons served. In addition, Contractor(s) shall work with the County's DBH to execute  
7 the process if not currently certified by County for credentialing of staff. During this process, the  
8 Contractor(s) will obtain a legal entity number established by the DHCS, a requirement for  
9 maintaining Mental Health Plan organizational provider status throughout the term of this  
10 Agreement. Contractor(s) will be required to become Medi-Cal certified prior to providing  
11 services to Medi-Cal eligible persons served and seeking reimbursement from the County.  
12 Contractor(s) will not be reimbursed by County for any services rendered prior to certification.

13       Contractor(s) shall provide direct specialty mental health services in accordance with the  
14 Mental Health Plan. Contractor(s) must comply with the "Fresno County Mental Health Plan  
15 Compliance Program and Code of Conduct" set forth in Exhibit L.

16       Contractor(s) may provide direct specialty mental health services using unlicensed staff  
17 as long as the individual is approved as a provider by the Mental Health Plan, is supervised by  
18 licensed staff, works within his/her scope and only delivers allowable direct specialty mental  
19 health services. It is understood that each service is subject to audit for compliance with  
20 Federal and State regulations, and that County may be making payments in advance of said  
21 review. In the event that a service is disapproved, County may, at its sole discretion, withhold  
22 compensation or set off from other payments due the amount of said disapproved services.  
23 Contractor(s) shall be responsible for audit exceptions to ineligible dates of services or incorrect  
24 application of utilization review requirements.

25       **17.4 Network Adequacy.** The Contractor(s) shall ensure that all services covered under  
26 this Agreement are available and accessible to persons served in a timely manner and in  
27 accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206  
28 (a), (c)).

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

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

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

9 **17.5 Compliance Program, Including Fraud Prevention and Overpayments.**

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

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

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

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

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

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

27 (F) Enforcement of standards through well-publicized disciplinary guidelines.  
28

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

7 (H) The requirement for prompt reporting and repayment of any overpayments  
8 identified.

9 17.6 **Reporting.** Contractor(s) must have administrative and management arrangements  
10 or procedures designed to detect and prevent fraud, waste and abuse of federal or state health  
11 care funding. Contractor(s) must report fraud and abuse information to the County including but  
12 not limited to:

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

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

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

19 (D) Information about a change in the Contractor(s)'s circumstances that may affect  
20 the network provider's eligibility to participate in the managed care program, including  
21 the termination of this Agreement with the Contractor(s) as per 42 C.F.R. §  
22 438.608(a)(6).

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

26 Contractor(s) shall make prompt referral of any potential fraud, waste or abuse to County  
27 or potential fraud directly to the State Medicaid Fraud Control Unit.  
28



1 **Article 19**

2 **Data Security**

3 19.1 **Data Security Requirements.** Contractor(s) shall comply with data security  
4 requirements in Exhibit N to this Agreement.

5  
6 **Article 20**

7 **Publicity Prohibition**

8 20.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly  
9 or indirectly under this Agreement shall be used for Contractor(s)'s advertising, fundraising, or  
10 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-  
11 promotion.

12 20.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in  
13 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the  
14 availability of such specific services when approved in advance by County's DBH Director or  
15 designee .Communication products must follow DBH graphic standards, including typefaces  
16 and colors, to communicate our authority and project a unified brand. This includes all media  
17 types and channels and all materials on and offline that are created as part of DBH's efforts to  
18 provide information to the public.

19 **Article 21**

20 **Disclosure of Self-Dealing Transactions**

21 21.1 **Applicability.** This Article 21 applies if the Contractor(s) is operating as a  
22 corporation, or changes its status to operate as a corporation.

23 21.2 **Duty to Disclose.** If any member of the Contractor(s)'s board of directors is party to  
24 a self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
25 "Self-Dealing Transaction Disclosure Form" (Exhibit O to this Agreement) and submitting it to  
26 the County before commencing the transaction or immediately after.



1 (2) Any significant business transactions between Contractor(s) and any wholly  
2 owned supplier, or between Contractor(s) 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(s) 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 22.3 Contractor(s) must provide disclosure upon execution of Contract, extension for  
15 renewal, and within 35 days after any change in Contractor(s) ownership or upon request of  
16 County. County may refuse to enter into an agreement or terminate an existing agreement with  
17 Contractor(s) if Contractor(s) fails to disclose ownership and control interest information,  
18 information related to business transactions and information on persons convicted of crimes, or  
19 if Contractor(s) did not fully and accurately make the disclosure as required.

20 22.4 Contractor(s) must provide the County with written disclosure of any prohibited  
21 affiliations under 42 C.F.R. § 438.610. Contractor(s) must not employ or subcontract with  
22 providers or have other relationships with providers Excluded from participation in Federal  
23 Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42  
24 C.F.R. §438.610.

25 22.5 **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(s) has been convicted of a criminal offense related to that person's involvement  
with the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may  
terminate this Agreement where any person with five (5) percent or greater direct or indirect

1 ownership interest in the Contractor(s) did not submit timely and accurate information and  
2 cooperate with any screening method required in CFR, Title 42, Section 455.416

### 3 **Article 23**

#### 4 **Disclosure of Criminal History and Civil Actions**

5 23.1 **Applicability.** Contractor(s) is required to disclose if any of the following conditions  
6 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively  
7 referred to as "Contractor(s)"):

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

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

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

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

15 or

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

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

19 23.2 **Duty to Disclose.** Disclosure of the above information will not automatically  
20 eliminate Contractor(s) from further business consideration. The information will be considered  
21 as part of the determination of whether to continue and/or renew this Agreement and any  
22 additional information or explanation that Contractor(s) elects to submit with the disclosed  
23 information will be considered. If it is later determined that the Contractor(s) failed to disclose  
24 required information, any contract awarded to such Contractor(s) may be immediately voided  
25 and terminated for material failure to comply with the terms and conditions of the award.

26 Contractor(s) must sign a "Certification Regarding Debarment, Suspension, and Other  
27 Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit Q attached  
28 hereto and by this reference incorporated herein. Additionally, Contractor(s) must immediately

1 advise the County in writing if, during the term of the Agreement: (1) Contractor(s) becomes  
2 suspended, debarred, excluded or ineligible for participation in Federal or State funded  
3 programs or from receiving federal funds as listed in the excluded parties list system  
4 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to  
5 Contractor(s). Contractor(s) shall indemnify, defend, and hold County harmless for any loss or  
6 damage resulting from a conviction, debarment, exclusion, ineligibility, or other matter listed in  
7 the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

## 8 **Article 24**

### 9 **Cultural and Linguistic Competency**

10 24.1 **General.** All services, policies and procedures must be culturally and linguistically  
11 appropriate. Contractor(s) must participate in the implementation of the most recent Cultural  
12 Competency Plan for the County and shall adhere to all cultural competency standards and  
13 requirements. Contractor(s) shall participate in the County's efforts to promote the delivery of  
14 services in a culturally competent and equitable manner to all individuals, including those with  
15 limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and  
16 regardless of gender, sexual orientation, or gender identity including active participation in the  
17 County's Diversity, Equity and Inclusion Committee.

18 24.2 **Policies and Procedures.** Contractor(s) shall comply with requirements of policies  
19 and procedures for ensuring access and appropriate use of trained interpreters and material  
20 translation services for all limited and/or no English proficient beneficiaries, including, but not  
21 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the  
22 policies and procedures, and monitoring its language assistance program. Contractor(s)'s  
23 policies and procedures shall ensure compliance of any subcontracted providers with these  
24 requirements.

25 24.3 **Interpreter Services.** Contractor(s) shall notify its beneficiaries that oral  
26 interpretation is available for any language and written translation is available in prevalent  
27 languages and that auxiliary aids and services are available upon request, at no cost and in a  
28 timely manner for limited and/or no English proficient beneficiaries and/or beneficiaries with

1 disabilities. Contractor(s) shall avoid relying on an adult or minor child accompanying the  
2 beneficiary to interpret or facilitate communication; however, if the beneficiary refuses language  
3 assistance services, the Contractor(s) must document the offer, refusal, and justification in the  
4 beneficiary's file.

5 **24.4 Interpreter Qualifications.** Contractor(s) shall ensure that employees, agents,  
6 subcontractors, and/or partners who interpret or translate for a beneficiary or who directly  
7 communicate with a beneficiary in a language other than English (1) have completed annual  
8 training provided by County at no cost to Contractor(s); (2) have demonstrated proficiency in the  
9 beneficiary's language; (3) can effectively communicate any specialized terms and concepts  
10 specific to Contractor(s)'s services; and (4) adheres to generally accepted interpreter ethic  
11 principles. As requested by County, Contractor(s) shall identify all who interpret for or provide  
12 direct communication to any program beneficiary in a language other than English and identify  
13 when the Contractor(s) last monitored the interpreter for language competence.

14 **24.5 CLAS Standards.** Contractor(s) shall submit to County for approval, within ninety  
15 (90) days from date of contract execution, Contractor(s)'s plan to address all fifteen (15)  
16 National Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by  
17 the Office of Minority Health and as set forth in Exhibit R "National Standards on Culturally and  
18 Linguistically Appropriate Services", attached hereto and incorporated herein by reference and  
19 made part of this Agreement. As the CLAS standards are updated, Contractor(s)'s plan must  
20 be updated accordingly. As requested by County, Contractor(s) shall be responsible for  
21 conducting an annual CLAS self-assessment and providing the results of the self-assessment to  
22 the County. The annual CLAS self-assessment instruments shall be reviewed by the County  
23 and revised as necessary to meet the approval of the County.

24 **24.6 Training Requirements.** Cultural competency training for Contractor(s) staff should  
25 be 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(s) shall report on the  
28



1 in any change to the maximum compensation amount payable to Contractor(s), as  
2 stated herein.

3 25.2 **Separate Agreement.** It is mutually understood by the parties that this Agreement  
4 does not, in any way, create a joint venture among Contractor(s)s. By execution of this  
5 Agreement, Contractor(s)s understand that a separate Agreement is formed between each  
6 individual Contractor(s) and County.

7 25.3 **Addition/Deletion of Providers.** The County reserves the right at any time during  
8 the term of this Agreement to add Contractor(s)s to and remove Contractor(s)s from the list  
9 contained on Exhibit A. It is understood that any such additions and removals will not affect  
10 compensation paid to the other Contractor(s)s, and therefore such additions and removals may  
11 be made by County without notice or approval of other Contractor(s)s under this Agreement.  
12 The County's DBH Director, or designee, may remove a Contractor(s) from the agreement  
13 where there is mutual written consent between the DBH Director and Contractor(s).

14 25.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
15 under this Agreement without the prior written consent of the other party.

16 25.5 **Governing Law.** The laws of the State of California govern all matters arising from  
17 or related to this Agreement.

18 25.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
19 County, California. Contractor(s) consents to California jurisdiction for actions arising from or  
20 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
21 brought and maintained in Fresno County.

22 25.7 **Construction.** The final form of this Agreement is the result of the parties' combined  
23 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
24 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
25 against either party.

26 25.8 **Days.** Unless otherwise specified, "days" means calendar days.

27 25.9 **Headings.** The headings and section titles in this Agreement are for convenience  
28 only and are not part of this Agreement.

1       25.10 **Severability.** If anything in this Agreement is found by a court of competent  
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
5 intent.

6       25.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor(s)  
7 shall not unlawfully discriminate against any employee or applicant for employment, or recipient  
8 of services, because of race, religious creed, color, national origin, ancestry, physical disability,  
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
11 all applicable State of California and federal statutes and regulation.

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

18       25.12 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
19 of the Contractor(s) under this Agreement on any one or more occasions is not a waiver of  
20 performance of any continuing or other obligation of the Contractor(s) and does not prohibit  
21 enforcement by the County of any obligation on any other occasion.

22       25.13 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
23 between the Contractor(s) and the County with respect to the subject matter of this Agreement,  
24 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
25 publications, and understandings of any nature unless those things are expressly included in  
26 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
27 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
28

1 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
2 exhibits.

3       **25.14 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
4 create any rights or obligations for any person or entity except for the parties.

5       **25.15 Authorized Signature.** The Contractor(s) represents and warrants to the County  
6 that:

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

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

12       **25.16 Electronic Signatures.** The parties agree that this Agreement may be executed by  
13 electronic signature as provided in this section.

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

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

24               (C) The provisions of this section satisfy the requirements of Civil Code section  
25 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
26 Part 2, Title 2.5, beginning with section 1633.1).

27               (D) Each party using a digital signature represents that it has undertaken and  
28 satisfied the requirements of Government Code section 16.5, subdivision (a),

1 paragraphs (1) through (5), and agrees that each other party may rely upon that  
2 representation.

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

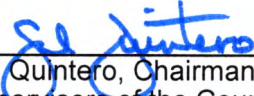
6 25.17 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
7 original, and all of which together constitute this Agreement.

8 [SIGNATURE PAGE FOLLOWS]

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

COUNTY OF FRESNO

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

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

By:   
Deputy

For accounting use only:  
Org No.:5630  
Account No.:7295  
Fund No.:0001  
Subclass No.:  
10000

Please see additional signature  
pages attached.

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The Fresno Center



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Pao Yang, President and CEO



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Jensen Vang, Chief Financial Officer

4879 E. Kings Canyon Road  
Fresno, CA 93727

For accounting use only:  
Org No.: 56304524/4540  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

# Exhibit A

## List of Contractors

Contractor	Exhibit B subpart
<p><b>1. The Fresno Center</b></p> <p>Business Type: Private, non-profit, 501 (c)(3) corporation</p> <p>Business Address: 4879 E. Kings Canyon Road Fresno, CA 93727</p> <p>Contact: Pao Yang, President/CEO</p> <p>Service Address: 4879 E. Kings Canyon Road Fresno, CA 93727</p> <p>Target Population: Southeast Asian Children/Youth, Adult and Older Adult</p> <p>Level of Care: Outpatient/Intensive Case Management and Full Service</p> <p>Partnership</p>	Exhibit B-1

**MENTAL HEALTH SERVICES ACT COMMUNITY SERVICES AND SUPPORTS  
CULTURAL SPECIFIC SERVICES  
PROGRAM OVERVIEW**

**CONTRACT SERVICES:** Cultural Specific Services

**CONTRACTOR(S):** See Exhibit A

**I. BACKGROUND**

County, on behalf of the Department of Behavioral Health (DBH), Mental Health Services Act (MHSA), Community Services and Supports (CSS), has developed a Master Agreement for Cultural Specific Services that are a unique blend of traditional mental health services and non-traditional culture based treatments and supports in an integrated model for seriously emotionally disturbed (SED) children/youth and seriously mentally ill (SMI) adult persons served in Fresno County's culturally diverse, underserved and unserved populations.

*Program Intent and Goals* - Based upon the MHSA community/stakeholder input process resulted in the priority to enhance cultural services and the integration with primary care service centers for the community. This Agreement seeks to expand culturally competent and linguistically accessible community-based specialty mental health services provided by licensed and unlicensed/waivered mental health professionals to SED/SMI persons served and their families. Acute shortage of licensed mental health professionals, who are of culturally/ethnic/linguistically-specific descent, has been identified as a barrier to linguistic access and culturally competent services in an individual/family driven service model that promotes wellness and recovery. Culturally specific specialty mental health programs will secure and maintain culturally and linguistically competent mental health staff for intended populations through development and establishment of clinical training sites.

The Affordable Care Act significantly increased access to Medi-Cal for many community members and services for individuals with mild to moderate impairments by making services now readily available through managed care health plans. However, there remains a great need for services to individuals with serious mental illness across many unique cultural populations.

The intention of this Agreement is for organizations with specific and unique experience in working with cultural/ethnic/linguistic populations to develop comprehensive specialty mental health programs for the SED/SMI individuals and their families in those populations. This Cultural Specific Services Agreement is expected to increase the number of cultures served, breadth of service, number of persons served, and the levels of care provided through programs that are a unique blend of traditional mental health services and non-traditional culture based treatments and supports. This integrated model shall service more than one level of care and provide holistic behavioral health care immersed in individual culture. SED/SMI persons served who prefer to receive care within the context of their identified culture shall be fully immersed in a comprehensive program.

**II. TARGET POPULATION**

Priority target populations identified to receive cultural/ethnic/linguistic specialty mental health services include, but may not be limited to: African-Americans; American Indian/Alaska

Native; Asian Pacific Islanders; Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ); Punjabi; Southeast Asians; and refugee populations. Cultural Specific Services, while targeting these specific unserved and underserved groups, should be able to link all age groups, populations, and cultures to appropriate services as needed. There should be no exclusion criteria.

Program services will target adults and older adults who are SMI and may include a family system approach that also targets children and adolescents who are SED. Contractor(s) shall specify target age ranges to be served, including SMI adults, SMI older adults, SED youth and/or the SED TAY population. At a minimum, services to SMI adults and older adults must be provided. Service populations are identified for each Contractor in Exhibit A and Exhibits B-1 *et seq.*

Other characteristics of the target population will depend on the levels of care to be provided by each individual Contractor. Contractor(s) shall identify the levels of care to be provided for their specific intended population, which may include outpatient (OP), intensive case management (ICM) and/or full service partnership (FSP) services. Individuals who fall under the FSP criteria include those who are in danger of homelessness, hospitalizations, out of home placements, incarcerations or emergency room visits, are in need of high level of services and potentially provide services on a twenty-four (24) hour, seven (7) day a week schedule.

Referrals for the Cultural Specific Services program will come from County-operated and contracted programs, other community organizations, and individual self-referrals. DBH persons served will be prioritized; Contractor(s) will be responsible for contacting DBH first whenever an opening becomes available. Enrollment into the FSP component will be approved through DBH Urgent Care and Wellness Center.

### **III. LOCATION OF SERVICES**

Services are to be delivered wherever the intended target population resides, which may be Fresno/Clovis metro areas, County rural areas, or both. Network adequacy standards for time and distance under the [Centers for Medicare and Medicaid Services \(CMS\) Medicaid Managed Care Final Rule](#) must be applied. See also [Mental Health Substance Use Disorder Services \(MHSUDS\) Info Notice No. 18-011](#). Contractor(s) shall provide a plan for transportation or access to services for rural areas, if not the place of residence for the majority of the intended population.

Services can be delivered in the home, community, school or other community-based settings as determined by collaborating with all relevant parties. Telehealth, mobile services, and co-location in natural supports and gathering places for the intended population are additional options to increase the frequency of individuals obtaining needed services, as some persons served and families are reluctant to seek services from traditional mental health settings. Satellite sites in rural communities are also strongly recommended.

### **IV. DESCRIPTION OF SERVICES**

#### **A. Culturally/Ethnically/Linguistically Competent Specialty Mental Health Services**

Contractor(s) shall deliver a comprehensive specialty mental health program for the SED/SMI individuals in their identified target population. Contractor(s) will detail any non-traditional culture based treatments and supports to be provided. Traditional mental health services

include but are not limited to: outpatient specialty mental health services, intensive case management, crisis outreach services, medication evaluation, peer support, and supported independent permanent housing. Contractor(s) will identify the different levels of care for which they will provide services, with a minimum of outpatient and intensive case management. Contractor(s) will state a minimum caseload per level of care service.

1. **OP services** are provided to persons served who are Medi-Cal eligible and who meet the State Department of Health Care Services' (DHCS) medical necessity criteria, and with services designated and provided regardless of payer source. OP services may include assessment, case management, individual, group and family therapies, collateral services, plan development, and rehabilitation services. For individuals who have mild to moderate impairment or need medications only and do not require specialty mental health services, the Contractor(s) is expected to work with other programs such as DBH Urgent Care and Wellness Center, managed care health plans or other like agencies to develop a collaborative agreement for the provision or transition of needed services.
  - a) Ensure Contractor(s) staff provides appropriate age, culture, gender and language services and accommodations for physical disability(ies) to persons served.
  - b) Make appropriate referrals and linkages to addiction services that are beyond that of the Cultural Specific Services program for individuals with coexisting alcohol, tobacco and drug abuse and other addictive symptoms.
  - c) Provide support to the individual's family and other members of the individual's social network to help them manage the symptoms and illness of the individual and reduce the level of family and social stress associated with the illness.
  - d) Coordinate services with other community mental health and non-mental health providers, as well as other medical professionals. Methods for service coordination and communication between Contractor(s) and other service providers serving the same persons served shall be developed and implemented consistent with Fresno County confidentiality rules.
  - e) Transport persons served to and from service site(s), as needed.
2. **ICM services** include case management and community based crisis intervention services available eight (8) hours a day, five (5) days a week, and a minimum of one (1) person-to-person contact a week with each enrolled individual. ICM services include assisting persons served with accessing all entitlements or benefits for which they are eligible (i.e., Medi-Cal, SSI, Section 8 vouchers, etc.), development of family support and involvement whenever possible, individual referral to supported education and employment opportunities, transportation service when it is critical to initially access a support service or gain entitlements or benefits, medication evaluation and provision of peer support services.
  - a) Provide the following:
    - Assist persons served with accessing all entitlements or benefits for which they are eligible (i.e., Medi-Cal, SSI, Section 8 vouchers etc.).
    - Develop family support and involvement whenever possible.

- Refer persons served to supported education and employment opportunities.
  - Provide transportation service when it is critical to access a support service or gain entitlements or benefits.
- b) Provide Medication Evaluation either in person or via tele-psychiatry.
- c) Assist persons served to locate appropriate housing in the community.
- d) Refer or provide peer support activities.
- e) Provide services for co-occurring substance use disorders.
- Identify alcohol, tobacco and drug abuse effects and patterns.
  - Education regarding the interaction of alcohol, tobacco and drug use with psychiatric symptoms and medications.
  - Developing motivation for decreasing alcohol, tobacco and drug use.
  - Achieving periods of abstinence and stability.
  - Use of clinical interventions and peer support recovery groups and activities.
  - Assisting persons served to achieve an alcohol, tobacco and drug free life style.
  - Education regarding relapse prevention.
- f) Develop individual self-directed plan of care.
- g) Transport persons served to and from service site, as needed.
- 3. FSP services** (see Exhibit C – FSP Service Delivery Model) are provided to persons served at any given point in time that have SED/SMI and who have had recent admission to the County’s crisis intervention services and/or acute inpatient services, or have been incarcerated. Contractor(s) will work with County’s DBH to have their FSP program registered with DHCS and the Data Collection and Reporting (DCR) system. The FSP program includes case management and crisis outreach services available twenty-four (24) hours a day, seven (7) days a week both telephonically and in person, and a minimum of three (3) person-to-person contacts a week with each individual. The staffing ratio is not more than one (1) staff to fifteen (15) persons served.
- a) Coordinate with law enforcement and courts services, as needed.
- b) Be available to provide the following services, including but not limited to:
- Personal service coordination and supportive counseling.
  - Ongoing assessment of the individual’s mental illness symptoms and response to treatment.

- Education of the individual regarding his/her mental illness and the effects (including side effects) of prescribed medications.
  - Symptom management efforts directed to helping the individual identify the symptoms and their occurrence patterns, and development of methods (internal, behavioral, adaptive) to lessen their effects.
  - Provision, both on planned and on an “as needed” basis, of such psychological support as is necessary to help persons served accomplish their personal goals and cope with the stresses of day-to-day living.
- c) Be available to provide crisis assessment and intervention twenty-four (24) hours per day, seven (7) days per week throughout the year, including telephone and face-to-face contact as needed. The following crisis response measures shall also be followed:
- Response to crisis shall be rapid and flexible.
  - When crisis housing is necessary for short-term care and inpatient treatment (either voluntary or involuntary), the staff shall collaborate with the treatment staff in such facilities. Support shall be provided to the maximum extent possible, including accompanying the individual to the facility, remaining with the individual during assessment, and beginning the process of planning with the individual for discharge to the community as soon as possible.
- d) Provide services in the areas of medication prescription, administration, monitoring, and documentation.
- The psychiatrist shall assess each individual’s mental illness symptoms and behavior and prescribe appropriate medication, regularly review and document symptoms as well as the individual’s response to the prescribed medications, educate the individual and family members, and monitor, treat and document any medication side effects.
  - The nurse shall establish medication policies and procedures which identify processes to administer medications, train other team members, and assess regularly other team members’ competency in this area.
  - All FSP team staff shall assess and document individual’s mental illness symptoms and behavior in response to medication and shall monitor for medication side effects during the provision of observed self-administration and during ongoing face-to-face contacts.
  - Regarding residents of Residential Care Facilities, the team shall collaborate with staff at these facilities to ensure persons served at these locations are taking prescribed medications and the staff is monitoring their response to the medication(s). Furthermore, the staff shall review the facility records (after receiving written consent from the individual) and shall regularly collaborate with facility staff about treatment plans, goals, objectives and interventions.

- e) Provide whatever direct assistance is necessary and reasonable to ensure that the individual obtains the basic necessities of daily life, such as food, housing, clothing, medical services, and other financial support.
- f) Ensure that each FSP team member shall have in their possession during regular working hours (and appropriate on-call hours) an adequate amount of financial resources to make emergency purchases of food, shelter, clothing, prescriptions, transportation, or other items for consumers, as needed. The team shall have access to larger flexible funding accounts for assistance with housing deposits, furniture purchases, and other items, with sound accounting practices for recording and monitoring the use of these funds.
- g) Assist the individual with establishing a payee or payee service. The FSP team may utilize individual assistance funds to assist persons served with short-term loans or grants, as necessary. The team shall link persons served to appropriate social services, provide transportation as necessary, and link the individual to appropriate legal advocacy representation.
- h) Provide training, instruction, support and assistance to the individual in developing personal skills, including but not limited to, the ability to:
  - Carry out personal hygiene tasks.
  - Perform household chores, including housekeeping, cooking, laundry and shopping;
  - Develop or improve money management skills;
  - Use community transportation; and
  - Locate, finance and maintain safe, clean and affordable housing.
- i) Develop and support the individual's participation in recreation, social activities, and relationships. Priority shall be given to supporting persons served in establishing positive social relationships in normative community settings. Staff shall assist persons served in establishing positive social relationships and participating in social/recreational activities in the community. Such services shall include, but not be limited to, assisting persons served in:
  - Developing social skills and the skills and other skills needed to develop meaningful personal relationships;
  - Planning appropriate and productive use of leisure time including familiarizing persons served with available social and recreational opportunities;
  - Interacting with landlords, neighbors and others effectively and appropriately;
  - Developing assertiveness and self-esteem; and
  - Using existing self-help centers, groups, spiritual, and recreational groups to combat isolation and withdrawal experienced by many persons coping with severe mental illness.

- j) Provide alcohol, tobacco and drug abuse services for co-occurring persons served, as clinically appropriate and in accordance with harm reduction principles. This will include, but is not limited to individual and group interventions to assist persons served in:
- Identifying alcohol, tobacco, and drug abuse effects and patterns;
  - Recognizing interactive effects of alcohol, tobacco, and drug use, psychiatric symptoms and psychotropic medications;
  - Developing coping skills and alternatives to minimize alcohol, tobacco and drug use;
  - Achieving periods of abstinence and/or decreased risk behaviors and increased stability;
  - Attending appropriate recovery or self-help meetings: and
  - Achieving an alcohol and drug free lifestyle, as desired.
- k) Act to minimize the individual's involvement in the criminal justice system, with services to include, but not be limited to;
- Helping the individual identify precipitants to individual's criminal involvement;
  - Providing necessary treatment, support and education to help eliminate unlawful activities or criminal involvement that may be a consequence of the individual's mental illness; and
  - Collaborating with police, court personnel, and jail/prison officials to ensure appropriate collaboration and clinical support through the legal processes.
- l) Assist the individual, family and other members of the individual's social network to relate in a positive and supportive manner through such means as:
- Education about the individual's severe mental illness and their role in the therapeutic process and treatment services and supports;
  - Supportive counseling;
  - Intervention to resolve conflict;
  - Referral, as appropriate, of the family to therapy, self-help and other family support services; and
- m) Coordinate with other community mental health and non-mental health providers, as well as other medical professionals. Staff shall provide the following functions for all persons served:
- Development of formal and informal affiliations with other human service providers including, mental health, physical health care, addiction treatment providers, and inpatient units;

- Involvement of other pertinent agencies, the individual's family, and members of the individual's social network in the coordination of the assessment, and in the development, implementation and revision of service plans;
  - Advocacy and assistance to persons served to obtain needed benefits and services, such as supplemental security income, general relief, housing subsidies, food stamps, medical assistance, and legal services;
  - Coordination of meetings of the individual's service providers in the community;
  - Maintenance of ongoing communication with all other agencies serving the individual, including hospitals, primary care physicians, rehabilitation services and housing providers as required;
  - Maintenance of working relationships with other community services, such as education, law enforcement and social services;
  - Maintenance of the clinical treatment relationship with the individual on a continuing basis whether the individual is in the hospital, in the community, involved with other agencies or the criminal justice system; and
  - Methods for service coordination and communication between the team and other service providers serving the same persons served shall be developed and implemented consistent with Fresno County confidentiality rules.
- n) Monitor service outcomes to determine if the individual has meaningful use of their time, stays in school or maintains employment, has reduced numbers of hospitalizations, incarcerations, and periods of homelessness. DBH will use State-identified criteria for measuring these outcomes. The treatment team will be monitored to ensure appropriate service delivery and adherence to MHSA philosophies.
- o) Provide comprehensive services, including intensive mental health treatment, rehabilitation, and case management with the goal of increasing adaptive functioning in the community and preventing unnecessary re-admissions to Institutes of Mental Disease (IMD), acute inpatient facilities, or other higher levels of care.
- p) Employment and Education - FSP program will assist the individual in accessing and participating in the employment and education programs offered in the community, as appropriate. In order to facilitate individual participation in community education and employment programs FSP shall include, but is not limited to:
- Collaboration with and education of community providers as it relates to individual's mental illness, abilities, levels of functioning, educational and employment interest, and potential effects of the individual's mental health symptoms on participation, in education and work;

- Encouragement and individual rehabilitation related to the integration, practicing, follow through and problem solving as it relates to continued education and employment;
  - Individual supportive counseling and education to assist the individual, his/her family, and support system in identifying, managing, and coping with the symptoms of mental illness that may interfere with his/her work or education experience;
  - On-the-job or work-related crisis intervention;
  - Crisis intervention in the educational setting;
  - Work/education-related supportive services, such as assistance with grooming and personal hygiene, securing appropriate clothing, wake-up calls, and transportation; and
  - The team staff shall also link with the supportive services for additional and ongoing support related to education and employment.
- q) Housing - The FSP team will empower persons served to take an active role in the recovery process. The FSP team will provide housing options and maintain persons served in maintaining a stable residence by providing needed services, accessing resources, and encouraging persons served to be independent, productive and responsible.
- The team shall provide whatever direct assistance is necessary to ensure that the individual obtains the basic necessities of daily life, including but not limited to:
    - Safe, clean, affordable housing;
    - Food and clothing;
    - Medical and dental services; and
    - Securing appropriate financial support, which may include Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), General Relief (GR), and money management or payee services.
  - Contractor(s) shall ensure that team members have rapid access to flexible spending funds *for* items such as security deposits, furniture, and/or other items required for independent living.
  - Contractor(s) will provide housing services, as needed, to ensure that persons served *maintain* their housing. The vendor shall provide:
    - Training and assistance to individual in locating, securing and inhabiting housing which is appropriate to their level of functioning;
    - Training and instruction, including individual support, problem solving, skill development, modeling and supervision, in the home and in community

settings, to teach the individual to manage finances and maintain safe, clean, affordable housing;

- Supportive and independent housing for the individual with the goal to have every individual in secure housing that is appropriate for his/her level of ability and need that is sustainable, as soon as reasonable possible;
4. Contractor(s) will establish a program to provide rent subsidies for independent housing needed while developing a plan for sustainable housing based on individual need and ability.

The concepts of wellness and recovery shall be embedded in Cultural Specific Services through interventions that will focus on the strengths of the individual and family, and work toward the goal of enhancing those strengths and self-sufficiency. All services should be scheduled according to the needs, preferences, ability, and convenience of the individual and family.

Contractor(s) that include SED youth in the target population shall provide Intensive Care Coordination (ICC) and Intensive Home Based Services (IHBS) when medically necessary. Contractor(s) shall also utilize the Pediatric Symptom Checklist (PSC-35) and California Child and Adolescent Needs and Strengths (CANS 50) in accordance with Welfare and Institutions Code Section 14707.5.

Reaching Recovery shall be implemented for individuals who are 18 years of age or older for all levels of services including OP, ICM, and FSP. Reaching Recovery provides outcome tools that consist of a set of clinical measures for adult individuals with mental illness that promotes engagement and progression towards recovery. Contractor(s) will work with County's DBH to receive training to implement Reaching Recovery as appropriate.

Contractor(s) shall demonstrate full capability to comply with Electronic Health Record (EHR) standards in accordance with Health Information Portability and Accountability Act (HIPAA) requirements. It is strongly recommended but not required that Contractor(s) use the County's EHR (AVATAR) as their EHR. Should Contractor(s) choose to use their own established EHR, Contractor(s) shall make accommodations to ensure secure transfer of data from the individual Contractor to the County.

Contractor(s) shall develop a plan to continually engage targeted populations through outreach and engagement services, distribute literature/informational brochures in appropriate languages, and request feedback as to how access to care could be improved for the intended population. Contractor(s) shall collaborate with agencies that are recognized and accepted by the target population. Contractor(s) will collaborate with County in outreach to target populations as requested. All printed material (flyers, brochures, banners, etc.) and media outreach associated with the program must include the County's logo or state that the program is funded by the County, and must be approved by DBH Director or designee prior to use/circulation.

Contractor(s) shall participate in the DBH Cultural Competency Committee and Mental Health Contracted Providers Meetings, and encouraged to participate in other local planning organizations, initiatives, activities and assessments.

## B. Clinical Training Services

In addition to providing specialty mental health services, Contractor(s) will establish, maintain and further develop clinical training opportunities that will educate and train second-year graduate, post-master, doctoral and/or post-doctoral students in social work, marriage and family therapy, professional clinical counseling, and/or clinical psychology. Supervised clinical experience services must meet Board of Behavioral Sciences (BBS) and/or California Board of Psychology licensure requirements.

Contractor(s) will enhance community mental health services within priority populations by integrating primary care provider services (physical health care) for the access and provision of culturally competent services that address physical health care issues on an as needed basis. Contractor(s) shall collaborate with various local colleges and universities to work with students and associates who are representative of the priority populations, and who may ultimately increase the numbers of qualified, culturally competent, licensed, mental health service providers in the Fresno community.

### C. Cultural Competency

Contractor(s) shall place importance on individual-identified values, beliefs and family histories, consider what effects they may or may not have on the individual's recovery, and use that information to guide the persons served' wellness and recovery plans. Treatments and support services will be provided within the most relevant and meaningful cultural, gender-sensitive, and age-appropriate context. Program staff shall have the skills, knowledge and attitudes to meet all of the cultural and linguistic needs of their diverse persons served. When appropriate, the program(s) will also provide intensive supports to families of persons served as a way of meeting the needs of culturally and linguistically diverse communities. In addition, the program(s) will collaborate with diverse communities to explore varying perspectives on mental illness and wellness and recovery.

### D. Additional Required Service Approaches

Contractor(s)' programs, services, and practices must align with DBH's vision, mission, and Guiding Principles of Care Delivery, attached as Exhibit E DBH's 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. Contractor(s) must adhere to any and all applicable statutes as stated in MHSUDS Notice 18-011. Contractor(s) must also use any standardized tools, such as the "Columbia Suicide Severity Risk" assessment tool, as directed by DBH. SSI/SSDI Outreach, Access, and Recovery (SOAR) is recommended as a strategy to increase access to disability income benefit programs administered by the Social Security Administration (SSA) for eligible adults who are experiencing or at risk of homelessness and have SMI, medical impairment, and/or a co-occurring substance use disorder.

Contractor(s) must be thoroughly familiar with MHSA provisions, including but not limited to State MHSA regulations, policy interpretations, and definitions. The State's MHSA policies and procedures and other informational items may be referenced at the following website (<http://mhsoac.ca.gov/act>). MHSA CSS funds will be used to reach the unserved/underserved, new persons served, and existing persons served and their family members who receive services through Fresno County DBH and other contracted services.

## **V. STAFFING**

Contractor(s) staffing plans/patterns must be sufficient to deliver the level of services, as described in each individual Contractor's scope of work. A background check on all staff providing direct services must be completed via the DBH Managed Care credentialing process prior to billing for Medi-Cal mental health services. Supervisors and services of the clinical training program must meet BBS and/or California Board of Psychology standards.

Contractor(s) are encouraged to hire and recruit persons served/family members that have previously received or experienced behavioral health services. Peer support services are required as part of the program design.

An FSP team will include (but not be limited to) the following:

- Classifications:
  - Team Leader/Program Director
  - Licensed Mental Health Clinician
  - Personal Service Coordinator/Case Manager
  - Peer Support Specialist
  - Registered Nurse
  - Psychiatrist
  - Program Assistant
- Staff-to-individual ratio shall not fall below 1:10 or exceed 1:15 (one Full-Time Equivalent staff person for every ten to fifteen persons served). Psychiatrists, Program Assistants and other indirect staff are not to be included in the ratio.
- The psychiatrist must meet with persons served on a minimum monthly basis and be available during normal business hours and on-call during off-hour periods. This position may be subcontracted out.
- Staff members working directly with persons served will provide outreach outside of the office setting and have the capacity to provide as many contacts as needed with persons served to meet their recovery/resiliency and wellness goals.

## **VI. HOURS OF OPERATION**

Hours of operation must ensure availability to persons served and families as needed and necessary. A minimum of eight (8) hours, five (5) days per week is required. Should persons served/family members require services during non-traditional hours, Contractor(s) will work to accommodate the persons served/family members in the most appropriate manner. Contractor(s) are encouraged to provide details of business hours outside of traditional business hours.

If Contractor(s) provide FSP services, they must provide a plan to detail coverage for twenty-four (24) hours/day and seven (7) days/week appropriate for the percentage of persons served under FSP services.

## **VII. AVERAGE INDIVIDUAL LENGTH OF STAY**

Contractor(s) shall describe expected average individual length of stay based on applicable evidence-based, community-based, and/or cultural-based promising or emerging practice for each modality of service level to be provided.

## **VII. FUNDING**

*Funding Use* – MHPA CSS guidelines stipulated by the DHCS specifically limit how CSS funds may be used.

## **VIII. PROGRAM OUTCOMES/PERFORMANCE OUTCOME MEASURES**

*Services and Performance Measures* - Under the provision of the MHPA CSS component, County's DBH receives funding to expand, develop and create successful CSS programs for children, transitional aged youth, adults, and older adults in a culturally, ethically, and linguistically competent approach for underserved and unserved populations. Culturally specific approaches by Contractor(s) to these services, and their performance measures and outcome goals are identified and detailed in Exhibits B-1 *et seq.*

All Contractor(s) shall comply with all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. Contractor(s) shall use performance outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the service population.

In addition, these measures shall be used to ensure Cultural Specific Services are in alignment with MHPA guiding principles which are inclusive of: an integrated service experience; community collaboration; cultural competence; individual/family driven service; and wellness, resilience, and recovery focused services.

Goals of the program include less utilization of more costly crisis services, and minimization or avoidance of more severe outcomes such as substance use disorder, hospitalization or incarceration.

Performance outcome measures shall be tracked on an ongoing basis and used to update the County monthly (by the 10<sup>th</sup> of the month following the report period). In addition, performance outcome measures are reported to the County annually in accumulative reports for overall program and contract evaluation. Forms and tools used to gather and report data reflecting services provided, populations served, and impact of those services are to be developed by the County and Contractor(s). Contractor(s) will work closely with the County to analyze the data and make necessary adjustments to service delivery and reporting requirements before the start of each new fiscal year.

Contractor(s)' specific performance measures and outcome goals are identified and detailed in Exhibit B-1 *et seq.* Measurable outcomes may be reviewed for input and approval by a designated DBH work group upon contract execution and adjusted as needed each new fiscal year. The purpose of this review process is to ensure a comprehensive system wide approach to the evaluation of programs through an effective outcome reporting process.

DBH collects data about the characteristics of the persons served and measures service delivery performance indicators in each of the following CARF DOMAINS. At minimum, one performance indicator will be identified for each of the four CARF domains listed below.

1. **Effectiveness:** A performance dimension that assesses the degree to which an intervention or services have achieved the desired outcome/result/quality of care through measuring change over time. The results achieved and outcomes observed are for persons served.

*Examples of indicators include:* Persons get a job with benefits, or receive supports needed to live in the community, increased function, activities, or participation, and improvement of health, employment/earnings, or plan of care goal attainment.

2. **Efficiency:** Relationship between results and resources used, such as time, money, and staff. The demonstration of the relationship between results and the resources used to achieve them. A performance dimension addressing the relationship between the outputs/results and the resources used to deliver the service.

*Examples of indicators include:* Direct staff cost per person served, amount of time it takes to achieve an outcome, gain in scores per days of service, service hours per person achieving some positive outcome, total budget (actual cost) per person served, length of stay and direct service hours of clinical and medical staff.

3. **Access:** Organizations' capacity to provide services of those who desire or need services. Barriers or lack thereof for persons obtaining services. The ability of persons served to receive the right service at the right time. A performance dimension addressing the degree to which a person needing services is able to access those services.

*Examples of indicators include:* Timeliness of program entry (From 1<sup>st</sup> request for service to 1<sup>st</sup> service), ongoing wait times/wait lists, minimizing barriers to getting services, and no-show/cancellation rates.

4. **Satisfaction:** Satisfaction Measures are usually orientated towards consumers, family, staff, and stakeholders. The degree to which persons served, County and other stakeholders are satisfied with services. A performance dimension that describes reports or ratings from persons served about services received from an organization.

*Examples of indicators include:* opinion of persons served or other key stakeholders in regards to access, process, or outcome of services received, Consumer and/or Treatment Perception Survey.

Final selected measures will be agreed upon in contract negotiations along with liquidated damages. Contractor(s) must address each of the categories referenced above and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided to persons served and/or to evaluate overall program performance. Separate performance and outcomes measures are expected for specialty mental health services and clinical training services. DBH may adjust the performance and outcome measures periodically throughout the duration of the agreement, as needed, to best measure the program as determined by County. Contractor(s) shall utilize and integrate clinical tools as directed by DBH. The CANS 50 and PSC-35 will be used as the assessment and screening tools for children and youth. Reaching Recovery are outcome tools for adults.

Contractor(s) must utilize a computerized tracking system with which performance and outcome measures and other relevant individual data, such as demographics, will be

maintained. The data tracking system may be incorporated into the Contractor(s)' EHR or be a stand-alone database. DBH must be afforded read-only access to the data tracking system, if applicable. DBH prefers that the Contractor(s) utilize its current EHR (Avatar) with full access being provided by DBH. However, if the Contractor(s) is unable or unwilling to utilize DBH's current EHR, arrangements must be made to ensure that an interface to transfer all necessary reporting and outcome information is developed to meet the needs of DBH.

#### Additional Reporting Requirements

Contractor(s) will be responsible for meeting with DBH on a monthly basis, or more often as agreed upon between DBH and Contractor(s), for contract and performance monitoring. Contractor(s) will be required to submit monthly reports to the County that will include, but not be limited to: dollars billed for Medi-Cal and MHSA (non-Medi-Cal) persons served; actual expenses; the number of persons served/anticipated to be served; utilization of services by persons served; and staff composition. These reports will be due within thirty (30) days after the last day of the previous month or payments may be delayed.

Additional reporting is required for FSPs by DHCS. DHCS uses the FSP Data Collection and Reporting (DCR) system to ensure adequate research and evaluation regarding the effectiveness of services being provided and the achievement of the outcome measures. Contractor(s) who provide FSP services will need to report individual/partner information and outcomes of the FSP program directly into the DCR system. An Efficiency Domain review cost per client for each twelve (12) month period is also required.

## EXHIBIT B-1

### MENTAL HEALTH SERVICES ACT COMMUNITY SERVICES AND SUPPORTS CULTURAL SPECIFIC SERVICES SCOPE OF WORK

**CONTRACTOR:** The Fresno Center

**CONTACT:** Pao Yang, President/CEO  
[pyang@fresnocenter.org](mailto:pyang@fresnocenter.org)

**SITE ADDRESS:** 4879 E. Kings Canyon Road, Fresno, Ca 93727

**SERVICES:** Cultural Specific Services (Living Well Center)  
Outpatient/Intensive Case Management (OP/ICM) Component 1 and Full  
Service Partnership Component 2

#### **PROJECT DESCRIPTION**

The Fresno Center shall utilize culturally and linguistically capable, qualified mental health practitioners to provide three levels of care, outpatient (OP), intensive case management (ICM), and Full Service Partnership (FSP) services, to the Southeast Asian (SEA) community, particularly those of Hmong, Laotian, Vietnamese or Cambodian descent, through the "Living Well Center" (LWC). Program services are designed to serve SEA individuals that have serious emotional disturbances (SED) or serious mental illness (SMI), and are in need of on-going community-based services. The Fresno Center will use SEA non-licensed/waivered mental health clinicians, under clinical direction and oversight by licensed clinicians, to increase capacity of persons served and the volume of specialty mental health services to the SEA population. The LWC shall primarily serve Fresno County Medi-Cal-eligible children, adults and older adults with mental health treatment focusing on individuals with SED or SMI, and having problems coping with the assimilation process. The mental health services shall be provided in appropriate SEA languages accordingly to serve targeted population.

All referrals to The Fresno Center for FSP services shall be approved by County's Department of Behavioral Health (DBH) Urgent Care Wellness Center.

In addition, The Fresno Center shall maintain a clinical supervision/training program for SEA graduate, post-graduate, doctoral and post-doctoral students. The goal of the program is to increase the number of licensed mental health professionals of SEA descent whose bi-lingual and bi-cultural capacity will allow greater accessibility to mental health services for those who are of Hmong, Laotian, Vietnamese or Cambodian descent.

#### **TARGET POPULATION**

Participation for LWC is on a voluntary basis. The target population shall include children/youth (ages 0-18), adults (19-64), older adult (ages 65 & older) individuals who are of SEA descent and are in need of culturally competent, linguistically accessible mental health services. Contractor may expand the target population in accordance with the Scope of Work in Exhibit B with written approval from DBH Director or Designee.

A minimum caseload consisting of 30 SEA persons served shall be enrolled in the FSP component throughout each twelve (12) month period of this Agreement.

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### **LOCATION OF SERVICES**

The current physical site for the LWC is centrally located in an area that is known as "Ban Vinai/Asian Village", where many Southeast Asians live and shop. Additionally, there are accessible public transit bus routes and plenty of open parking spaces.

LWC services may be expanded to include service delivery in the home, community, school or other community-based settings, as some individuals and families are reluctant to seek services from traditional mental health settings, or if other barriers like transportation and childcare become barriers. This expansion in terms of location of services may also include telehealth, mobile services, and co-location in natural supports and gathering places for the SEA population. These locations will be determined in collaboration with the person served and treating clinician, and with approval of the program director.

### **DESCRIPTION OF SERVICES**

The Fresno Center shall:

- A. Create, maintain and further develop a specialty mental health service site that utilizes innovative approaches to building community trust within the SEA population, while providing a clinical training program for qualified participants.
- B. Train existing health care providers on mental health issues and how they may be masked as physical health care complaints and symptoms, and on appropriate methods for making referrals for mental health services within the cultural context of the person served.

### **Specific to the delivery of Outpatient/Intensive Case Management Specialty Mental Health Services, The Fresno Center shall:**

- A. Increase the numbers of persons served with new and innovative education, outreach and outpatient/intensive case management specialty mental health services specific to the Fresno County SEA community in a manner that overcomes mental health stigma, and supports and promotes wellness and recovery.
- B. Provide outpatient/intensive case management specialty mental health services with a focus on:
  - 1. Innovative engagement and culturally specific services that address traditional barriers to mental health access and engagement by the SEA population;
  - 2. Assisting individuals to deal with cultural issues of assimilation and developing a plan for the future;
  - 3. Individuals who are reluctant to seek mental health treatment in a traditional setting; and
  - 4. Individuals who are Medi-Cal eligible and/or have difficulty accessing care.
- C. Provide clinical mental health services driven by culturally sensitive approaches that may include, but are not limited to:

## EXHIBIT B-1

1. Domestic violence education and increased awareness to associated mental health issues;
  2. Issues related to parenting and family impacts when there is associated gang violence; and
  3. The impact of mental health issues to addictive behaviors that include gambling and substance use.
- D. Provide services that specifically address stigma and discrimination within the SEA population, in an effort to better engage the community in the treatment of and recovery from mental illness.
- E. Treatment will be provided in a culturally competent manner to enhance individual self-esteem and self-determination.
- F. Provide individualized care plans that address specific cultural issues specific to age and gender.
- G. Emphasize family-driven services.
- H. Utilize a variety of treatment approaches, including but not limited to:
1. Language and ethnic specific individual, family and group therapy;
  2. Women's groups dealing with past and present trauma lead by female mental health clinicians;
  3. Other mental health groups that are gender specific, only involving mental health professionals of the same gender; and
  4. Family therapy with focus on youth/adolescents or transition age youth (ages 16-24), enforcing the cultural importance of the family and the historic role of parents.
- I. Provide mental health services in a culturally appropriate manner that respects gender roles, the role of family members; respect for birth order and age within a cultural context; and the ability to communicate in the individuals' native language.
- J. Provide culturally sensitive environment/location that has community support and is not directly related or co-located with traditional County mental health program services.
- K. Increase opportunity for service provision without the use of an interpreter, thus increasing trust and engagement within the treatment relationship.
- L. Mental health services provided by clinicians with similar cultural backgrounds to better understand and support treatment needs.
- M. Provide mental health services that may focus on issues such as stigma, domestic violence, gang affiliation and violence, exposure to trauma, addictive behaviors in an effort to specifically address barriers to wellness and recovery that are met by the SEA population.

## EXHIBIT B-1

- N. Employ staff that are representative of SEA population and are qualified to recognize symptoms being addressed that include, but are not limited to: trauma leading to migration, change to socio-economic status, change in roles based on age and gender due to 'norms' in cultural where relocated.
- O. Use and/or recognition of traditional healing practices.
- P. Take into consideration the following during the initial assessment:
  - 1. Sexual orientation of the person served;
  - 2. Gender roles within the SEA culture, with sensitivity toward female and male interactions with others outside of their families in a cultural context;
  - 3. Age within the SEA community with preference given to people who are the most senior;
  - 4. Birth order also plays a significant role in terms of family interactions with older sibling taking priority over younger siblings;
  - 5. Culturally defined role designations and attitudes are often a source of conflict as second generation children began assimilating into mainstream Western culture;
- Q. Provide outreach to SEA persons to be served and their family members through networks of community leaders and through collaborative relationship with Federally Qualified Health Center (FQHC) outpatient clinic(s). Provide and document referrals and linkages to necessary physical health care providers.
- R. Focus on recovery principles to make the persons served more self-reliant and resilient.
- S. Establish a collaborative with existing community-based organizations, community leaders and faith-based organizations in the SEA community.
- T. Establish a process with primary care providers to generate referrals for mental health services.
- U. Utilize the Southeast Asian Cross Cultural Counseling Model (SEA CCCM) to increase persons' served knowledge and capacity, gradually improve their condition, stabilize them, and then ultimately help them to have a balanced and satisfactory life.
  - 1. *Cognitive Behavioral Therapy (CBT) Component.* Counselors and clinicians will help SEA children/youth to identify and replace unhealthy thinking/beliefs, and avoid engaging in miserable and negative thoughts and behaviors.
  - 2. *Positive Psychology Component.* Counselors and clinicians will help the SEA children/youths to focus on positive emotions, thoughts, and wellness. For example being grateful, having hope, having happiness, having inspiration, practicing wellness, empowering self and having inner peace.
  - 3. *Skills Building Component.* Counselors and peer support will teach SEA children/youths about assertiveness, effective communication, working effectively with others, problem solving skills, and relaxation techniques.

## EXHIBIT B-1

4. *Cultural Strengths Component.* SEA youths will be able to use their own cultural values, practices, and beliefs to help them cope with their daily life changes. Focus in on showing respect (Filial Piety!), practicing fairness (Relationship!), having compassion (i.e. exchanging knowledge/labor, having empathy & kindness, doing good deeds, and maintaining continuity with relatives and neighbors) (Happiness!), cultural identity, and celebrating their culture (A Sense of Belonging!). These are emphasis and practiced as they come to session everywhere by staff, clinicians and counselors.

### **Specific to the delivery of Full Service Partnership Services, The Fresno Center shall:**

- A. Support the individual needs of the person served, using “whatever it takes” to help move them out of high risk and low engagement behavior into engagement and self-care.
- B. Document cultural practices and behaviors that resemble closely to hospitalization and ER utilization such as increased use of alternative healing practices, shaman, and herbal medicines.
- C. Meet individuals on the streets, in their homes, at community centers, in hospitals and clinics, and anywhere the person served might be, or at unconventional times, in order to provide services “where the person served is at”.
- D. Provide the following, but not limited to:
  1. 24/7 Crisis Response
  2. Daily Program Rehabilitation/Support
  3. Intensive Case Management
  4. Social/Recreational Activities
  5. Assessment/Treatment Planning
  6. Individual Therapy
  7. Educational Groups
  8. Peer Support Groups
  9. Psycho-pharmalogical Treatment
  10. Housing Support
  11. Hospitalization Support
  12. Probation/Court Engagement
- E. Provide transportation assistance, such as helping to purchase bus passes so individuals can access services, go to school or seek employment.

## **EXHIBIT B-1**

- F. Advocacy, such as negotiating with medical providers to get individuals seen more quickly to minimize distress in the waiting room.
- G. Community integration activities, such as facilitating self-care.
- H. Housing related activities, such as supporting the individual through the housing process with help assembling written documentation, making reminder calls, accompany individuals to housing program interviews, writing letters of support or purchasing furniture for individuals' homes to make it more comfortable for them.
- I. Support assistance and services to seek and participate in cultural activities and events, and alternative healing and practices within the community.

### **Specific to Clinical Supervision Program, The Fresno Center shall:**

- A. Facilitate the training/supervision of new SEA mental health professionals by providing a supervised clinical environment where the new SEA professional may gain valuable field experience under the terms and conditions of this Agreement.
- B. Provide a clinical training site that will provide qualified and supervised training to SEA post-master associates, to secure required hours necessary for completion of the State licensing examination and for SEA graduate students to fulfill degree requirements in the field of mental health or social work.
- C. Keep records of student participation, including entrance into program, progress within, and departure/completion of the program.
- D. All direct services provided within this project shall be provided by licensed mental health professionals, post-master degree associates or by students as part of their graduate training program. Services provided will include assessment and mental health services (individual, family, and group therapy) as designed by an individual-driven wellness and recovery treatment plan that addresses personal goals.
- E. Increase the number of student interns to successfully enter and complete the clinical training program and obtain required licensure.
- F. Provide clinical training environment, licensed oversight and documentation of required hours of clinical training for all individuals within the clinical training program (associates, graduate students, post-graduate students, waived/registered staff, non-licensed staff), at no additional cost to County.

### **STAFFING LEVEL**

The Fresno Center shall adhere to the FSP staffing requirements.

### **HOURS OF OPERATION**

The Living Well Center will operate from Monday through Saturday; Monday through Friday from 8 AM to 6 PM and Saturday from 8 AM to 12 PM. On-call services will be available 24 hours/7 days a week for individuals in the FSP component.

### **PROGRAM OBJECTIVES AND OUTCOMES**

**EXHIBIT B-1**

The Fresno Center will utilize a computerized tracking system with which outcome measures and other relevant individual data, such as demographics, will be maintained.

*Efficiency*

Service delivery cost per service unit, length of stay in the program, and direct service hours of clinical and medical staff. These can be calculated internally on a monthly basis.

*Effectiveness*

Outcomes in following tables address the quality of service and care provided to the persons served. Reduction in Homelessness, Incarceration, probation attendance, hospitalization, psychiatric hospitalization, increase in employment and improvement in education.

*Access*

Timeliness of program entry (from first request for service to first service), ongoing wait times/wait lists, minimizing barriers to getting services, convenience of service hours and locations, and number of persons served. These can be captured internally on a monthly basis.

*Satisfaction and Feedback from Persons Served and Stakeholders*

Individuals are informed at intake of the protocol and procedure to address grievances and concerns. These are places where they can share their thoughts and opinion of the services. The Fresno Center will also take part in completing the State semi-annual Consumer Perception Surveys. No show/cancellation rates and services to first scheduled appointment after first assessment can measure engagement and satisfaction of persons served.

<b>Outcome Measures</b>	<b>Indicators</b>	<b>Frequency</b>	<b>Level of Care/Program</b>
Service timeliness is 10 business days from the initial service request to first service for Outpatient and 15 for psychiatry appointment.	Average length of time from first request for service to first clinical assessment/outpatient service or psychiatry.	Monthly	OP/ICM/FSP
Evidence of improved access to mental health services of all persons engaged	Number/Percentage of individuals being linked/engaged to services (i.e., PCP, Medi-Cal, SSI).	Monthly	OP/ICM/FSP
Within 30 days of an individual's enrollment in the program, provide evidence of a plan of care developed in the individual's preferred language, approved, authorized and signed by the individual.	Number of individuals with plan of care created with 30 days.	Monthly	OP/ICM/FSP
Within one year of being enrolled in the program, 100% of individuals who did not have SSI will have completed applications to receive SSI. The Fresno	Number of persons served receiving SSI.	Monthly	ICM/FSP

**EXHIBIT B-1**

Center will provide this data to County on a monthly basis by the 10 <sup>th</sup> of each month regarding SSI status.			
Within six months of being enrolled in the program, 100% of persons served will have documented linkages to a Primary Care Physician.	Number of persons served with linkages services to a Primary Care Physician.	Bi-annually	OP/ICM/FSP
Individuals receiving services shall have zero (0) days of homelessness after being enrolled in the program, unless the individual declined housing assistance. The Fresno Center will notify County of individual's decline and document accordingly. The Fresno Center must have clear documentation of efforts to house persons served in appropriate setting.	Number of persons served, enrolled and received services, that were homeless at intake, during, or after engaging in services.	Monthly	FSP
90% of those receiving services will not access higher level of care.	Number of persons served, enrolled and received services, that have not required a higher level of care.	Annual	FSP
90% of those receiving services will become more physically active through participating in healthy walking and exercising and other therapeutic arts and crafts activities.	Number of persons served actively participating in on physical types of activities.	Annual	OP/ICM
75% of those engaged in services will show stabled or improvement in their well-being.	Number of persons served who self-reported their condition stabilized or improved.	Annual	OP/ICM
90% reduction in days of in-patient psychiatric hospitalizations for persons served after being enrolled in FSP compared to the year before being enrolled in the FSP.	Number of FSP persons served that were not in in-patient psychiatric hospital.	Annual	FSP
Within 30 days enrollment in the FSP, 100% of persons served will have participated in forming their individualized service plan.	Number of FSP persons served with individualized service plan.	Monthly	FSP
Increase the number of mental health professionals of SEA descent qualified for licensure through hours earned. A minimum of four (4) student interns shall enter and complete, or show satisfactory progress towards completion of, required clinical hours or completion of the intern program.	Number of hours accumulated by students and by the number of students that obtain valid California licensure in their respective field that have completed the required hours within the clinical training/supervision program.	Annual	Clinical Supervision Program

**EXHIBIT B-1**

<b>FSP Outcomes</b>	<b>Measurement Method</b>	<b>Data Source</b>
<b>Child/Youth</b>		
Indicator 1 – Living situation: homeless or shelter; justice system placement	FSP: Change over time	CANS
Indicator 2 – Education attendance; suspensions; expulsions	FSP: Change over time	CANS
Indicator 3 – Legal status; moved out of home; reunited	FSP: Change over time	CANS
Indicator 4 – Number of emergency room visits; physical health and mental health	FSP: Change over time	CANS
Indicator 5 - Self rating on improvement in functioning (symptoms, housing situation, school or work, social situations, relations with family, dealing with crises, control over life, dealing with problems)	FSP: Point in time	MHSIP
<b>Adult</b>		
Indicator 1 – Living situation: homeless or shelter; justice system placement; independent; number of moves; hospitalization	FSP: Change over time	Chart/File
Indicator 2 – Employment, if applicable	FSP: Change over time	Chart/File
Indicator 3 – Number of arrests	FSP: Change over time	Chart/File
Indicator 4 – Number of emergency room visits; physical health and mental health	FSP: Change over time	Chart/File
Indicator 5 – Self rating on improvement in functioning (symptoms, housing situation, school or work, social situations, relations with family, dealing with crises, control over life, dealing with problems)	FSP: Point in time	MHSIP/ Reaching recovery
<b>Older Adult</b>		
Indicator 1 – Living situation: homeless or shelter; number of moves; hospitalization	FSP: Change over time	Chart/File
Indicator 2 – Number of emergency room visits; physical health and mental health	FSP: Change over time	Chart/File
Indicator 3 – Activities of daily living	FSP: Change over time	Chart/File
Indicator 4 – Instrumental activities of daily living	FSP: Change over time	Chart/File
Indicator 5 – Self rating on improvement in functioning (symptoms, housing situation, school or work, social situations, relations with family, dealing with crises, control over life, dealing with problems)	FSP: Point in time	MHSIP/ Reaching Recovery

**Additional Reporting Requirements for FSP program**

## EXHIBIT B-1

Contractor will be responsible for meeting with DBH on a monthly basis, or more often as agreed upon between DBH and Contractor, for contract and performance monitoring. Contractor will be required to submit monthly reports to the County that will include, but not be limited to: dollars billed for Medi-Cal and MHSA (non-Medi-Cal) persons served; actual expenses; the number of persons served/anticipated to be served; utilization of services by persons served; and staff composition. These reports will be due within thirty (30) days after the last day of the previous month or payments may be delayed.

Additional reporting is required for FSPs by DHCS. DHCS uses the FSP Data Collection and Reporting (DCR) system to ensure adequate research and evaluation, regarding the effectiveness of services being provided and the achievement of the outcome measures. Contractor will need to report individual/partner information and outcomes of the FSP program directly into the DCR system. Data will be submitted through an online interface using specific forms. The Partnership Assessment Form gathers baseline information about the partner and is completed once the partnership is established. Key Event Tracking provides a snapshot of changes in key quality of life areas and is tracked on a continuous basis throughout the course of the FSP. The Quarterly Assessment collects updated information about changes in quality of life areas and is completed every three (3) months from the date the partnership is established.

Continuous improvement is a core tenant of the Department and MHSA. Over the past few years, County DBH participated in a statewide FSP evaluation project. The result of the project required that DBH and Contractor should add another question to the State required DCR data as follows:

New question added to the DCR effective July 1, 2023:

Question: "How often do you get the social and emotional support that you need?"

Answer: Response options will be; always, usually, sometimes, rarely, or never.

### DELIVERABLES

Due by the 10<sup>th</sup> of Each Month:

1. Completed Activity Log for prior month activities and Caseload Report.
2. Staffing report – identifying staff name, title/classification, hire date, certification date, licensure and expiration date, bilingual status, and full-time status/hours.

Due as Requested and/or Necessary:

1. All printed material (flyers, brochures, banners, etc.) and media outreach associated with the program must include the County's logo and/or state that the program is funded by the County, and must be approved by DBH Director or designee prior to use/circulation.
2. Miscellaneous reports as requested by County, DBH Director or designee, Behavioral Health Board, State, or other auditing and/or reporting entity.

### TRANSITION OPTIMIZATION FUNDS

- A. One-time Transition Optimization Funds will be available to specialty mental health providers and Drug Medi-Cal providers within FY 2023-24 to encourage Contractors to

## EXHIBIT B-1

identify and implement organization changes during the first year of CalAIM Payment Reform to improve outcomes for persons served and create operational efficiencies. Contractor is expected to utilize the strategies, tools and knowledge learned to their programming and continue to improve services for the population served.

### B. Funding Allocation Methodology

- Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.
- Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.
- Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

### C. Responsibilities

- Letter of Intent
  - Contractor shall submit a letter of intent to DBH by July 31, 2023 identifying the selected Transition Optimization Activity(ies) and commitment to meet the deliverable deadlines as described below. The letter shall include all current Medi-Cal billable specialty mental health and substance use disorder services agreements the Contractor has with the County.
  - The County shall respond to the Contractor's letter of intent within 30 days. The County's response shall include a breakdown of anticipated payments, as determined by the County, depending on the Transition Optimization Activity(ies) chosen and depending on the number of current Medi-Cal billable specialty mental health and substance use disorder services agreements the Contractor has with the County.
- Quarterly Reports
  - Contractor shall submit quarterly progress reports and invoices. Reports shall be submitted on the dates indicated in the Schedule of Deliverables below. Invoices are due 15 days after the end of each quarter. All activities shall be completed by June 30, 2024. The report shall include updated plans/tools and progress

## EXHIBIT B-1

Contractor has made toward the Transition Optimization Activity(ies) described in each Contractors' letter of intent.

- Schedule of Deliverables: Equity Gap Analysis, Fiscal Monitoring Tool, and Electronic Health Record
  - Q1 Reports: July-Sept:
    - a. Letter of Intent: Due July 31, 2023
    - b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic Health Record Implementation Plans (if applicable): Due September 30, 2023
    - c. Fiscal Monitoring Tool Identified Practices and Strategies (if applicable): Due September 30, 2023
  - Q2 Report: Oct-Dec: Due January 15, 2024
  - Q3 Report: Jan-Mar: Due April 15, 2024
  - Q4 Report: Apr-June: Due July 15, 2024
- All deliverables will be reviewed and approved by DBH prior to payment.

### D. Eligible Transition Optimization Activities:

- (1) **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate fiscal health of the organization. Tools shall, at a minimum, monitor costs, productivity targets and identify one or more practice pattern(s) the organization is employing to increase direct care time to the Medi-Cal population.
  - Fiscal Monitoring Tools and Implementation Plan: Contractor shall develop fiscal monitoring tools that will be used monthly to ensure their organizational fiscal health and implementation plan. Fiscal monitoring tools drafts and implementation plan shall be submitted to DBH by September 30, 2023.
    - Identified Practice: Identify at least one process improvement that shall be modified by September 30, 2023.
  - Quarterly Progress Reports: Quarterly progress reports shall be submitted including but not limited to a narrative of progress, obstacles, alternative solutions and outcomes.
  - Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- (2) **Equity Gap Analysis:** Contractor shall produce a report identifying the race/ethnicity of population served in fiscal year 2022-23 compared to the County's population as provided by the County. Contractor shall identify key disparities in both persons served and amount of services and frequency of transitions to other levels of care

## EXHIBIT B-1

received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.

- Report on Underserved Population: Contractor shall submit an Equity Gap Report to the Department containing including, but not limited to, the following:
  - Identify if it serves specific population within its program(s) and identify whom the program(s) currently served based on data.
  - Staffing/workforce information and demographics. Report the staffing/workforce supporting the different programs and populations served by the provider in Fresno County. This data is to evaluate how the staffing reflects the populations it is serving.
  - Comparison of the county penetration rates to the demographics of persons served by the Contractor and program(s) under agreement with DBH.
  - Data on retention of persons served by demographics. Total persons served and the average length of stay by demographics of the persons served in programs.
  - Which populations are remaining in the programs by demographics, which ones are having the shortest stays.
  - How long is the average length of stay by the demographics.
  - Identify what data points the Contractor is missing at this time that challenges its ability to thoroughly assess its equity gap analysis. Examples: Data is not collected, Data that is missing or under reported, data not captured in its processes, etc.
- Equity Improvement Implementation Plan: Contractor shall submit an Equity Improvement Implementation Plan related to improving health equity by September 30, 2023. The plan shall include the following items at a minimum:
  - Contractor shall select three strategies from below:
    - a. Plan shall include specific efforts including, but not limited to, the following and timelines to increase access to underserved groups.
    - b. Outreach/Engagement with underserved communities
    - c. Active attendance/participation in DBH's Diversity Equity and Inclusion (DEI) workgroup
    - d. Plan for retention of persons served in programs who are underrepresented
    - e. Improvement of demographic data collection including Sexual Orientation Gender Identity (SOGI)/LGBTQ data
  - Plan shall address workforce capacity to render services to more underserved populations, through:

## EXHIBIT B-1

- a. Development of bilingual personnel
  - b. Recruitment plan for more diverse workforce to reflect populations served.
  - c. Training for workforce to increase capacity to be culturally responsive
  - d. Development workforce pool for the future that can be bilingual and bicultural
- Timeline for each effort shall be included in the plan.
  - Contractor shall identify the measurement to be used to demonstrate successful implementation of plan. Measure may be identified by the Contractor to best support their plan and goals.
  - Contractor shall develop and submit policies and procedures to formally support equity effort.
- Quarterly Progress Reports: Use available data including but not limited to, External Quality Review Organization (EQRO) and EHR data to evaluate the strategies deployed. Quarterly progress reports shall be submitted including but not limited to a narrative of the progress, obstacles, alternative solutions and outcomes. The final quarter shall include a comprehensive final report on the outcomes.
  - Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- (3) **Electronic Health Record (EHR)**: The implementation and expansion of the SmartCare EHR is an essential component of improving oversight with the implementation of payment reform. Furthermore, a standardized EHR will improve continuity of care, create transparency across the system, remove obstacles for individuals accessing services and improve the overall outcomes for persons served. For Contractors who plan to opt in to use SmartCare or have previously opted into DBH's former EHR and intend to transition to SmartCare, user fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.
- **Option One: Current EHR Users**
    - Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.
    - Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
    - Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the

## EXHIBIT B-1

Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

- **Option Two: Non-EHR Users**

- Contractor shall submit an implementation plan by September 30, 2023 regarding how they will transition to utilizing the SmartCare EHR by June 30, 2024. The plan shall include, at a minimum, an identified Go Live Date, plan on how the current record system will be maintained and utilized, training plan including number of individuals, and additional supports. The Go Live Date must occur by June 30, 2024 to receive final payment. Contractor shall work closely with DBH to identify needs, assignments, collaboration opportunities to transition.
- For Option 2, the Contractor shall not be reimbursed more than \$200,000 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. The total maximum compensation available for this option, shall include costs for maintaining current electronic health record/record system and additional supports and training costs per user. Contractor shall transition both specialty mental health and Drug Medi-Cal programming to the County's EHR and shall be required to use the County's EHR for future eligibility agreements with DBH. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

## Exhibit C

### FULL SERVICE PARTNERSHIP SERVICE DELIVERY MODEL

Full Service Partnerships (FSP) are designed as a partnership between enrollees and the service provider. The FSP service delivery ethic incorporates recovery and cultural competence into the services and supports offered to consumers. In this partnership, the service provider commits to do "whatever it takes" and to "meet the client where they are" in order to assist the enrollee achieve their personal recovery/resiliency and wellness goals.

#### **1. The Target Population is consistent with the population identified in the Fresno County MHS Community Planning Process.**

The target population must meet requirements for SMI/SED diagnosis, and must address reduction of specific ethnic disparities, as indicated in the MHS Community Services and Supports proposal.

The target population will include clients who are not currently served ***and*** meet one or more of the following criteria:

- Homeless.
- At risk of homelessness – such as youth aging out of foster care or persons coming out of jail.
- Involved in the criminal justice system (including adults with child protection issues).
- Frequent users of hospital and emergency room services.

***or*** are so underserved that they are at risk of:

- Homelessness – such as persons living in institutions or nursing homes.
- Criminal justice involvement.
- Institutionalization.

Diagnoses that serve as criteria for inclusion in the target population will be based on definitions found in California Welfare and Institutions Code Section 5600.3 defining seriously emotionally disturbed mental disorder or serious mental disorder. The operational definition of "diagnosis" for programs serving the chronically homeless may also include: co-occurring disorders, personality disorders, general anxiety/mood disorders, and Post Traumatic Stress Disorder.

#### **2. FSP Program Components:**

**All MHS FSP Programs must include the following in their program descriptions:**

- **Providers who are part of the multidisciplinary, community based "treatment" teams serve as an ally to the consumer's recovery process.** The partnership allows clients and family members opportunities for informed choice.
  - The team description must demonstrate commitment and capacity to do "whatever it takes" to assist the enrolled member, specifically:
    - Low staff to client ratio (approximately 1:12 or the ratio that has been specified in the RFP's scope of work).
    - 24/7 availability of the multidisciplinary team.
    - Team culture is created where each member of the team knows each client and the clients are familiar with each member of the team.
    - Members of the team speak the client's language, are familiar with community resources that reflect the healing beliefs of the client's culture, and are positioned to assist the client make meaningful connection with those resources.

- Crisis response comes from a person known to the client.
  - Staff is given the administrative flexibility and flex-funding to connect consumers with non-mental health services and same day needs. Examples include: housing; primary care; dual disorder services; education services and supports; vocational services and supports; payee services/benefits advocacy; community recreational activities (YMCA classes, libraries, movie theaters, etc.); social services; food; transportation; and clothing.
  - Availability of Integrated Dual Diagnosis Treatment or other dual recovery intervention that will provide effective treatment for the target population.
- **Outreach and engagement.** The team’s outreach and engagement strategy must be voluntary and driven by the values of client culture. This means that consumers will be engaged “where they are” in terms of their community location, their need for clinical and non-clinical services/supports and their phase of recovery. Outreach workers will have culturally competent language skills and will function as an ally to the consumer’s decision to receive services. Peer Support will be included in the outreach and engagement of new clients.
  - **Procedures for enrollment and dis-enrollment will be easily understood, clearly communicated and non-coercive.** Enrollment is voluntary. A condition of enrollment is that the client indicates that they want services from the assertive-community treatment model team.
  - **Each adult, older adult, and transition age youth enrollee must have a Personal Service Coordinator (PSC).** The PSC is an ally to the enrollee and acts as a “single point of responsibility” within the multidisciplinary team for coordinating services and supports.

*“Personal Service Coordinators (PSCs) for adults – case managers for children and youth – must have a caseload that is low enough so that: (1) their availability to the individual and family is appropriate to their service needs, (2) they are able to provide intensive services and supports when needed, and (3) they can give the individual served and/or family member considerable personal attention...PSCs/case managers must be culturally competent, and know the community resources of the client’s racial ethnic community.” (Source: DMH Planning Requirements, Section III Identifying Populations for Full Service Partnerships, Aug 2005)*

- **Each enrollee must have an Integrated Services and Supports Plan (ISSP) that is developed with their Personal Services Coordinator.** This ISSP is a planning tool that builds on the consumer’s strengths. It includes goals and provides a map of the steps that the enrollee identifies as necessary to move along his/her recovery path.

*“Integrated Services and Supports Plans must operationalize the five fundamental concepts (identified in section three of this exhibit) and should reflect community collaboration, be culturally competent, be client/family driven with a wellness/recovery/resiliency focus and they must provide an integrated service experience for the client/family. In addition, the ISSP will be person/child-centered, and give individuals and their families’ sufficient information to allow them to make informed choices about the services in which they participate. Services should also include linkage to, or provision of, all needed services or benefits as defined by the client and or family in consultation with the PSC/case manager. This includes the capability of increasing or decreasing service intensity as needed.” (Source: DMH Planning*

Requirements, Section III Identifying Populations for Full Service Partnerships, Aug 2005)

- **Peer support services will be made available to the client.** At least two staff (a minimum of 1 FTE) who act in peer support roles will be employed in each MHSAs program.
  - The enrollee is given significant access to peer recovery and self-help services. Tools such as Advanced Directives are made available to adult and older adult clients, and Wellness Recovery Action Plans (WRAP) are made available to adult, transition age youth and older adult clients.
  - Peer Counselors are included as equal partners in the multidisciplinary team, and play a critical role in developing the recovery culture and client orientation of the team.

**3. The Five (5) Core MHSAs Concepts are embedded in each program.**

**Concept 1: Recovery/Resiliency Orientation:** FSPs will embody the values of recovery and resiliency (i.e., hope, personal responsibility, self-advocacy, choice, respect) and the program principles of recovery and resiliency, including:

- Client-driven goal setting and Individualized Services and Supports Plans.
- Providers are allies to the client's recovery process.
- A harm-reduction approach to substance use that encourages recovery and abstinence but does not penalize consumers or withdraw help from them if they are using.
- A built in understanding and expectation of setbacks as part of recovery.
- Links to a range of services that are part of the consumers "pathway to wellness" (i.e., employment, health care, peer support, housing, medications, food and clothing).

**Concept 2: Cultural Competence Orientation:** The program's structure, staffing and service delivery values will reflect the cultural values and orientation of the program's target populations.

The FSP program will embody principals of cultural competence including:

- Diverse staff, representative of the primary ethnic groups to be reached through the program.
- Staff trained regarding common access barriers for racial and ethnic groups targeted (including the impact of housing discrimination).
- Links to community-based organizations that share the healing beliefs and practices of ethnic communities served by the FSP.

The FSP program must also be able to deal with gender and sexual orientation diversity. Training in sensitivity to gender and sexuality issues is a key component for staff on the team.

**Concept 3: Community Collaboration:** FSP Collaborations ensure that community resources are made available to enrollees. These collaborations include subcontracts between the vendor and other agencies, memoranda of understanding with community non-profits and businesses regarding providing services to clients, and informal relationships built between FSP staff and community stakeholders that result in improved access and decreased discrimination.

**Concept 4: Client/Family Driven program:** In FSPs, the Integrated Services and Supports Plan (ISSP) is used by adult clients and families of children and youth to identify their needs and preferences which lead to the services and supports that will be most effective for them. Providers work in full partnership with clients to develop these ISSPs. Their needs and preferences drive the policy and financing decisions that affect them.

**Concept 5: Integrated Service Experience:** FSP programs were incorporated into the MHSA to ensure that these dollars funded “integrated service experiences”. This means that services are “seamless” to clients and that clients do not have to negotiate multiple agencies and funding sources to get critical needs met and to move towards recovery and develop resiliency. Services are delivered, or at a minimum, coordinated through a single agency or a system of care. The integrated service experience centers on the individual/family, uses a strength-based approach, and includes multi-agency programs and joint planning to best address the individual/family’s needs using the full range of community-based treatment, case management, and interagency system components required by children/transition age youth/adults/older adults.

## Exhibit D

### BEHAVIORAL HEALTH REQUIREMENTS

1. **CONTROL REQUIREMENTS**

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

2. **PROFESSIONAL LICENSURE**

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

3. **CONFIDENTIALITY**

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

4. **NON-DISCRIMINATION**

A. **Eligibility for Services**

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

B. **Employment Opportunity**

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

## Exhibit D

- C. Suspension of Compensation  
If an allegation of discrimination occurs, County may withhold all further funds, until Contractor can show clear and convincing evidence to the satisfaction of County that funds provided under this Agreement were not used in connection with the alleged discrimination.
- D. Nepotism  
Except by consent of County's Department of Behavioral Health Director, or designee, no person shall be employed by Contractor who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of Contractor.

### 5. PATIENTS' RIGHTS

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

### STATE CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on this Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

## Exhibit D

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. **SWEATFREE CODE OF CONDUCT:**
  - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on

## Exhibit D

the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.
8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

- 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.

## Exhibit D

- 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.

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

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

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

## Exhibit D

6. **RESOLUTION:** A County, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form 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:**

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

### Federal database checks.

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

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

## Exhibit D

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

#### 1. SERVICES AND ACCESS PROVISIONS

##### a. CERTIFICATION OF ELIGIBILITY

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

##### b. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

- i. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per Department of Health Care Services (DHCS) guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each individual includes information as a whole indicating that individual's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
- ii. For enrolled individuals under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled individuals who meet either of the following criteria, (I) or (II) below. If an individual under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
  1. The individual has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.  
OR
  2. The individual has at least one of the following:
    - a. A significant impairment
    - b. A reasonable probability of significant deterioration in an important area of life functioning
    - c. A reasonable probability of not progressing developmentally as appropriate.
    - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

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

## Exhibit D

- a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
  - b. A suspected mental health disorder that has not yet been diagnosed.
  - c. Significant trauma placing the individual at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
- iii. For individuals 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:
1. The individual has one or both of the following:
    - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
    - b. A reasonable probability of significant deterioration in an important area of life functioning.
  2. The individual's condition as described in paragraph (a) is due to either of the following:
    - a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
    - b. A suspected mental disorder that has not yet been diagnosed.
- c. ADDITIONAL CLARIFICATIONS
- i. Criteria
    1. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
      - a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
      - b. The service was not included in an individual treatment plan; or
      - c. The individual had a co-occurring substance use disorder.
  - ii. Diagnosis Not a Prerequisite
    1. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for

## Exhibit D

Medicare & Medicaid Services (CMS) approved ICD diagnosis code

### d. MEDICAL NECESSITY

- i. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the individual's presenting condition. Documentation in each individual's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.
- ii. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
- iii. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

### e. COORDINATION OF CARE

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

### f. CO-OCCURRING TREATMENT AND NO WRONG DOOR

## Exhibit D

- i. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the individual should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the individual has a co-occurring mental health condition and substance use disorder.
- ii. Under this Agreement, Contractor will ensure that individuals receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
  1. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the individual does not meet criteria for SMHS.
  2. If Contractor is serving a individual receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

## **2. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

### a. SERVICE AUTHORIZATION

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

### b. DOCUMENTATION REQUIREMENTS

- i. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
- ii. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request.

## Exhibit D

Services must be identified as provided in-person, by telephone, or by telehealth.

- iii. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

### c. ASSESSMENT

- i. Contractor shall ensure that all individuals' medical records include an assessment of each individual's need for mental health services.
- ii. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the individual's medical record.
- iii. For individuals aged 6 through 21, the Child and Adolescent Needs and Strengths (CANS), and for individuals aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
- iv. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

### d. ICD-10

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

### e. PROBLEM LIST

- i. Contractor will create and maintain a Problem List for each individual served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- ii. Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International,

## Exhibit D

Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

- iii. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
  - iv. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
  - v. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.
- f. TREATMENT AND CARE PLANS
- i. Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.
- g. PROGRESS NOTES
- i. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
  - ii. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
  - iii. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
  - iv. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
  - v. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.
- h. TRANSITION OF CARE TOOL
- i. Contractor shall use a Transition of Care Tool for any individual whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
  - ii. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a person-centered, shared decision-making process.
  - iii. Contractor may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and->

## Exhibit D

[Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx](#), or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

### i. TELEHEALTH

- i. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:  
<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
- ii. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- iii. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- iv. Medical records for individuals served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
- v. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

## 3. CLIENT PROTECTIONS

### a. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

- i. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Managed Care Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Managed Care staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
- ii. Contractor shall not discourage the filing of grievances and individuals do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

## Exhibit D

- iii. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
  - iv. NOABDs must be issued to individuals anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
  - v. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
  - vi. Contractor must provide individuals any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
  - vii. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
- b. Advanced Directives
    - i. Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
  - c. Continuity of Care
    - i. Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

#### **4. QUALITY IMPROVEMENT PROGRAM**

- a. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION
  - i. Contractor shall implement mechanisms to assess person served/family satisfaction based on County's guidance. The Contractor shall assess individual/family satisfaction by:
    - 1. Surveying person served/family satisfaction with the Contractor's services at least annually.
    - 2. Evaluating person served's grievances, appeals and State Hearings at least annually.
    - 3. Evaluating requests to change persons providing services at least annually.

## Exhibit D

4. Informing the County and individuals of the results of client/family satisfaction activities.
- ii. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually and as required by DBH.
- iii. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- iv. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- v. Contractor shall collaborate with County to create a County's QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- vi. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- vii. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

### b. TIMELY ACCESS

- i. Timely access standards include:
  1. Contractor must have hours of operation during which services are provided to Medi-Cal individuals that are no less than the hours of operation during which the provider offers services to non-Medi-Cal individuals. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
  2. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.

## Exhibit D

3. Urgent care appointments for services that do not require prior authorization must be provided to individuals within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
  4. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal individuals within 10 business days from the date the individual or a provider acting on behalf of the individual, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal individuals within 15 business days from the date the client or a provider acting on behalf of the individual, requests an appointment for a medically necessary service.
  5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the individual's record that a longer waiting period will not have a detrimental impact on the health of the individual.
  6. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.
- c. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)
- i. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal individuals on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
  - ii. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

## Exhibit D

### d. PHYSICIAN INCENTIVE PLAN

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

## 5. DATA, PRIVACY AND SECURITY REQUIREMENTS

### a. ELECTRONIC PRIVACY AND SECURITY

- i. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- ii. Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
- iii. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for individuals served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
- iv. Contractor entering data into any County electronic systems shall ensure that staff are trained to enter and maintain data within this system.

## 6. PROGRAM INTEGRITY

### a. Credentialing and Re-credentialing of Providers

- i. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
  1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
  2. A history of loss of license or felony convictions;
  3. A history of loss or limitation of privileges or disciplinary activity;
  4. A lack of present illegal drug use; and
  5. The application's accuracy and completeness

## Exhibit D

- ii. Contractor must file and keep track of attestation statements, credentialing applications and credentialing status for all of their providers and must make those available to the County upon request at any time.
- iii. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

# Exhibit E

## Fresno County Department of Behavioral Health

### Guiding Principles of Care Delivery

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#### **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

# Exhibit E

## Fresno County Department of Behavioral Health

### Guiding Principles of Care Delivery

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#### 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

# Exhibit E

## Fresno County Department of Behavioral Health

### Guiding Principles of Care Delivery

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#### 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

## Exhibit E

# Fresno County Department of Behavioral Health Guiding Principles of Care Delivery

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

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

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

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

# Exhibit F

## 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 F

### 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 F

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

## Exhibit G



# Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

**Section:** Mental Health

**Effective Date:** 05/30/2017

**Revised Date:** 05/30/2017

**Policy Title:** Performance Outcome Measures

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

### **POLICY:**

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

### **PURPOSE:**

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

### **REFERENCE:**

California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a)(1): State Oversight

DHCS Service, Administrative and Operational Requirements

Mental Health Services Act (MHSA), California Code of Regulations, Title 9, Section 3320, 3200.050, and 3200.120

Commission on Accreditation of Rehabilitation Facilities (CARF)

### **DEFINITIONS:**

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

#### **MISSION STATEMENT**

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

Template Review Date 3/28/16

## Exhibit G

# Department of Behavioral Health Policy and Procedure Guide



Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

### Policy Title: Performance Outcome Measures

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

### PROCEDURE:

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

## Exhibit G

# Department of Behavioral Health Policy and Procedure Guide



Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

### Policy Title: Performance Outcome Measures

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

**Exhibit H**

**Specialty Mental Health Outpatient Rates for Contracted Providers**

<b>Field Based</b>	
<b>Provider Type</b>	<b>Provider Rate Per Hour</b>
Psychiatrist/ Contracted Psychiatrist	\$988.85
Physicians Assistant	\$443.50
Nurse Practitioner	\$491.73
RN	\$401.65
Certified Nurse Specialist	\$491.73
LVN	\$211.00
Pharmacist	\$473.34
Licensed Psychiatric Technician	\$180.89
Psychologist/Pre-licensed Psychologist	\$397.68
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$257.35
Occupational Therapist	\$342.58
Mental Health Rehab Specialist	\$193.62
Peer Recovery Specialist	\$203.30
Other Qualified Providers - Other Designated MH staff that bill medical	\$193.62

<b>FSP/AOT/TBS</b>	
<b>Provider Type</b>	<b>Provider Rate Per Hour</b>
Psychiatrist/ Contracted Psychiatrist	\$1,140.98
Physicians Assistant	\$511.73
Nurse Practitioner	\$567.38
RN	\$463.45
Certified Nurse Specialist	\$567.38
LVN	\$243.47
Pharmacist	\$546.16
Licensed Psychiatric Technician	\$208.72
Psychologist/Pre-licensed Psychologist	\$458.87
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$296.95
Occupational Therapist	\$395.28
Mental Health Rehab Specialist	\$223.41
Peer Recovery Specialist	\$234.58
Other Qualified Providers - Other Designated MH staff that bill medical	\$223.41

**Exhibit H**

Living Well Center-FSP-Cultural Specific Services  
The Fresno Center  
Fiscal Year (FY) 2023-24

**PROGRAM EXPENSES**

1000: DIRECT SALARIES & BENEFITS					
<b>Direct Employee Salaries</b>					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101			\$ -		\$ -
1102			-		-
1103			-		-
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
<b>Direct Personnel Admin Salaries Subtotal</b>		<b>0.00</b>	<b>\$ -</b>		<b>\$ -</b>
Acct #	Program Position	FTE	Admin	Program	Total
1116				\$ -	\$ -
1117				-	-
1118				-	-
1119				-	-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
<b>Direct Personnel Program Salaries Subtotal</b>		<b>0.00</b>		<b>\$ -</b>	<b>\$ -</b>
			<b>Admin</b>	<b>Program</b>	<b>Total</b>
<b>Direct Personnel Salaries Subtotal</b>		<b>0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Direct Employee Benefits</b>					
Acct #	Description		Admin	Program	Total
1201	Retirement			\$ -	\$ -
1202	Worker's Compensation		-		-
1203	Health Insurance		-		-
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
<b>Direct Employee Benefits Subtotal:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Direct Payroll Taxes &amp; Expenses:</b>					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		-		-
1303	SUI		-		-
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
<b>Direct Payroll Taxes &amp; Expenses Subtotal:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>DIRECT EMPLOYEE SALARIES &amp; BENEFITS TOTAL:</b>			<b>Admin</b>	<b>Program</b>	<b>Total</b>

## Exhibit H

\$ -	\$ -	\$ -
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<b>DIRECT EMPLOYEE SALARIES &amp; BENEFITS PERCENTAGE:</b>	Admin	Program
	#DIV/0!	#DIV/0!

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	30,000
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	2,500
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	1,500
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (specify): Client Flexible Support Expenditure Support	4,000
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
<b>DIRECT CLIENT CARE TOTAL</b>		<b>\$ 38,000</b>

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ -
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	-
3004	Advertising	-
3005	Staff Development & Training	-
3006	Staff Mileage	-
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Other (specify)	-
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
<b>DIRECT OPERATING EXPENSES TOTAL:</b>		<b>\$ -</b>

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
<b>DIRECT FACILITIES/EQUIPMENT TOTAL:</b>		<b>\$ -</b>

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Other (Student Stipends)	4,000
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
<b>DIRECT SPECIAL EXPENSES TOTAL:</b>		<b>\$ 4,000</b>

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	<small>Contract Budget Narrative</small>	

### Exhibit H

Administrative Overhead		
6001	Use this line and only this line for approved indirect cost rate	\$ -
Administrative Overhead		
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation <i>(Provider-Owned Equipment to be Used for Program Purposes)</i>	-
6008	Personnel <i>(Indirect Salaries &amp; Benefits)</i>	-
6009	Other (specify)	-
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
<b>INDIRECT EXPENSES TOTAL</b>		<b>\$ -</b>

<b>INDIRECT COST RATE</b>	<b>0.00%</b>
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	s	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
<b>FIXED ASSETS EXPENSES TOTAL</b>		<b>\$ -</b>

<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 42,000</b>
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#### PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
<b>SUBSTANCE USE DISORDER FUNDS TOTAL</b>		<b>\$ -</b>

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
<b>REALIGNMENT TOTAL</b>		<b>\$ -</b>

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 42,000
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
<b>MHSA TOTAL</b>			<b>\$ 42,000</b>

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (Specify)	-
8405	Other (Specify)	-
<b>OTHER REVENUE TOTAL</b>		<b>\$ -</b>

<b>TOTAL PROGRAM FUNDING SOURCES:</b>	<b>\$ 42,000</b>
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<b>NET PROGRAM COST:</b>	<b>\$ -</b>
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# Exhibit H

Living Well Center-FSP-Cultural Specific Services  
 The Fresno Center  
 Fiscal Year (FY) 2023-24

<b>PARTIAL FTE DETAIL</b>
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For all positions with FTE's split among multiple programs/contracts the below must be filled out

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Contract Budget Narrative</b>		

## Exhibit H

<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %



**Exhibit H**

**Living Well Center-FSP-Cultural Specific Services**

**The Fresno Center**

**Fiscal Year (FY) 2023-24 Budget Narrative**

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
<b>1000: DIRECT SALARIES &amp; BENEFITS</b>		-		
<b>Administrative Positions</b>		-		
1101	0	-		
1102	0	-		
1103	0	-		
1104	0	-		
1105	0	-		
1106	0	-		
1107	0	-		
1108	0	-		
1109	0	-		
1110	0	-		
1111	0	-		
1112	0	-		
1113	0	-		
1114	0	-		
1115	0	-		
<b>Program Positions</b>		-		
1116	0	-		
1117	0	-		
1118	0	-		
1119	0	-		
1120	0	-		
1121	0	-		
1122	0	-		
1123	0	-		
1124	0	-		
1125	0	-		
1126	0	-		
1127	0	-		
1128	0	-		
1129	0	-		
1130	0	-		
1131	0	-		
1132	0	-		
1133	0	-		
1134	0	-		
<b>Direct Employee Benefits</b>		-		
1201	Retirement	-		
1202	Worker's Compensation	-		
1203	Health Insurance	-		
1204	Other (specify)	-		
1205	Other (specify)	-		
1206	Other (specify)	-		
<b>Direct Payroll Taxes &amp; Expenses:</b>		-		
1301	OASDI	-		
1302	FICA/MEDICARE	-		
1303	SUI	-		
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		
<b>2000: DIRECT CLIENT SUPPORT</b>		<b>38,000</b>		
2001	Child Care	-		
2002	Client Housing Support	30,000	Client Housing Support Expenditures (SFC 70) For cost of providing housing supports. including housing subsidies for permanent, transitional and temporary housing: master leases; motel and other housing vouchers and shelters; rental security deposits: first and last month rental payments; and eviction prevention and other fiscal housing supports. Estimated @ \$30,000 annually.	
2003	Client Transportation & Support	-		

**Exhibit H**

<b>PROGRAM EXPENSE</b>			
<b>ACCT #</b>	<b>LINE ITEM</b>	<b>AMT</b>	<b>DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE</b>
2004	Clothing, Food, & Hygiene	2,500	Clothing, Food & Hygiene (SFC 72) To provide supports to clients, which may include food vouchers and other items necessary for daily living (such as, clothing, hygiene, etc.). Estimated @ \$2,500 annually
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	1,500	Household Items (SFC 72) To provide supports for clients with household items need. Estimated at \$1,500
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (specify): Client Flexible Support Expenditure Support	4,000	Client Flexible Support Expenditures Support (SFC 72) To provide supports to clients and their caregivers, may include vouchers, goods, services, and other family support services. Also maybe use for personal/community integration to assist clients in achieving their treatment goals and in supporting their integration into the larger community. Items may include, but are not limited to socialization and recreational activities. This funding may also be used for medical, dental and optical care, prescriptions, and laboratory tests when the client does not have insurance to pay for such care. Estimated @ \$4,000 annually
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

<b>3000: DIRECT OPERATING EXPENSES</b>			
		-	
3001	Telecommunications	-	
3002	Printing/Postage	-	
3003	Office, Household & Program Supplies	-	
3004	Advertising	-	
3005	Staff Development & Training	-	
3006	Staff Mileage	-	
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	-	
3009	Other (specify)	-	
3010	Other (specify)	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

<b>4000: DIRECT FACILITIES &amp; EQUIPMENT</b>			
		-	
4001	Building Maintenance	-	
4002	Rent/Lease Building	-	
4003	Rent/Lease Equipment	-	
4004	Rent/Lease Vehicles	-	
4005	Security	-	
4006	Utilities	-	
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

<b>5000: DIRECT SPECIAL EXPENSES</b>			
		<b>4,000</b>	
5001	Consultant (Network & Data Management)	-	
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	Other (Student Stipends)	4,000	To train 4 graduate students in mental health work force @ 500 per semester for 2 semesters x 4 students = \$4,000
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

<b>6000: INDIRECT EXPENSES</b>			
		-	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):		Contract Budget Narrative

**Exhibit H**

<b>PROGRAM EXPENSE</b>				
	<b>ACCT #</b>	<b>LINE ITEM</b>	<b>AMT</b>	<b>DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE</b>
	6006	Payroll Services	-	
	6007	Depreciation (Provider-Owned Equipment to be Used	-	
	6008	Personnel (Indirect Salaries & Benefits)	-	
	6009	Other (specify)	-	
	6010	Other (specify)	-	
	6011	Other (specify)	-	
	6012	Other (specify)	-	
	6013	Other (specify)	-	

<b>7000: DIRECT FIXED ASSETS</b>				
	<b>ACCT #</b>	<b>LINE ITEM</b>	<b>AMT</b>	<b>DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE</b>
	7001	Computer Equipment & Software	-	
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
	7003	Furniture & Fixtures	-	
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (specify)	-	
	7008	Other (specify)	-	

<b>TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:</b>	<b>42,000</b>
<b>TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:</b>	<b>42,000</b>
<b>BUDGET CHECK:</b>	<b>-</b>

**Exhibit H**

Living Well Center-FSP-Cultural Specific Services  
The Fresno Center  
Fiscal Year (FY) 2024-25

**PROGRAM EXPENSES**

1000: DIRECT SALARIES & BENEFITS					
<b>Direct Employee Salaries</b>					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101			\$ -		\$ -
1102			-		-
1103			-		-
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
<b>Direct Personnel Admin Salaries Subtotal</b>		<b>0.00</b>	<b>\$ -</b>		<b>\$ -</b>
Acct #	Program Position	FTE	Admin	Program	Total
1116				\$ -	-
1117				-	-
1118				-	-
1119				-	-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
<b>Direct Personnel Program Salaries Subtotal</b>		<b>0.00</b>		<b>\$ -</b>	<b>\$ -</b>
			<b>Admin</b>	<b>Program</b>	<b>Total</b>
<b>Direct Personnel Salaries Subtotal</b>		<b>0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Direct Employee Benefits</b>					
Acct #	Description		Admin	Program	Total
1201	Retirement			\$ -	-
1202	Worker's Compensation		-		-
1203	Health Insurance		-		-
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
<b>Direct Employee Benefits Subtotal:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Direct Payroll Taxes &amp; Expenses:</b>					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		-		-
1303	SUI		-		-
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
<b>Direct Payroll Taxes &amp; Expenses Subtotal:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>DIRECT EMPLOYEE SALARIES &amp; BENEFITS TOTAL:</b>			<b>Admin</b>	<b>Program</b>	<b>Total</b>

**Exhibit H**

\$	-	\$	-	\$	-
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<b>DIRECT EMPLOYEE SALARIES &amp; BENEFITS PERCENTAGE:</b>	<b>Admin</b>	<b>Program</b>
	<b>#DIV/0!</b>	<b>#DIV/0!</b>

<b>2000: DIRECT CLIENT SUPPORT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
2001	Child Care	\$ -
2002	Client Housing Support	30,000
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	2,500
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	1,500
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (specify)	4,000
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
<b>DIRECT CLIENT CARE TOTAL</b>		<b>\$ 38,000</b>

<b>3000: DIRECT OPERATING EXPENSES</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
3001	Telecommunications	\$ -
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	-
3004	Advertising	-
3005	Staff Development & Training	-
3006	Staff Mileage	-
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Other (specify)	-
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
<b>DIRECT OPERATING EXPENSES TOTAL:</b>		<b>\$ -</b>

<b>4000: DIRECT FACILITIES &amp; EQUIPMENT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
<b>DIRECT FACILITIES/EQUIPMENT TOTAL:</b>		<b>\$ -</b>

<b>5000: DIRECT SPECIAL EXPENSES</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Other (Student Stipends)	4,000
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
<b>DIRECT SPECIAL EXPENSES TOTAL:</b>		<b>\$ 4,000</b>

<b>6000: INDIRECT EXPENSES</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
	<small>Contract Budget Narrative</small>	

**Exhibit H**

Administrative Overhead		
6001	Use this line and only this line for approved indirect cost rate	\$ -
Administrative Overhead		
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Other (specify)	-
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
<b>INDIRECT EXPENSES TOTAL</b>		<b>\$ -</b>

<b>INDIRECT COST RATE</b>	<b>0.00%</b>
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
<b>FIXED ASSETS EXPENSES TOTAL</b>		<b>\$ -</b>

<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 42,000</b>
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**PROGRAM FUNDING SOURCES**

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
<b>SUBSTANCE USE DISORDER FUNDS TOTAL</b>		<b>\$ -</b>

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
<b>REALIGNMENT TOTAL</b>		<b>\$ -</b>

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 42,000
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
<b>MHSA TOTAL</b>			<b>\$ 42,000</b>

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (Specify)	-
8405	Other (Specify)	-
<b>OTHER REVENUE TOTAL</b>		<b>\$ -</b>

<b>TOTAL PROGRAM FUNDING SOURCES:</b>	<b>\$ 42,000</b>
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<b>NET PROGRAM COST:</b>	<b>\$ -</b>
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# Exhibit H

**Living Well Center-FSP-Cultural Specific Services  
The Fresno Center  
Fiscal Year (FY) 2024-25**

**PARTIAL FTE DETAIL**

For all positions with FTE's split among multiple programs/contracts the below must be filled out

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b><u>0.00</u></b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b><u>0.00</u></b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b><u>0.00</u></b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b><u>0.00</u></b>

Position	Contract #/Name/Department/County	FTE %
Contract Budget Narrative		



## Exhibit H

<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Position	Contract #/Name/Department/County	FTE %
<b>Total</b>		<b>0.00</b>

Contract Budget Narrative

**Exhibit H**

**Living Well Center-FSP-Cultural Specific Services  
The Fresno Center  
Fiscal Year (FY) 2024-25 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
<b>1000: DIRECT SALARIES &amp; BENEFITS</b>		-	
<b>Administrative Positions</b>		-	
1101	0	-	
1102	0	-	
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
<b>Program Positions</b>		-	
1116	0	-	
1117	0	-	
1118	0	-	
1119	0	-	
1120	0	-	
1121	0	-	
1122	0	-	
1123	0	-	
1124	0	-	
1125	0	-	
1126	0	-	
1127	0	-	
1128	0	-	
1129	0	-	
1130	0	-	
1131	0	-	
1132	0	-	
1133	0	-	
1134	0	-	
<b>Direct Employee Benefits</b>			
1201	Retirement	-	
1202	Worker's Compensation	-	
1203	Health Insurance	-	
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
<b>Direct Payroll Taxes &amp; Expenses:</b>		-	
1301	OASDI	-	
1302	FICA/MEDICARE	-	
1303	SUI	-	
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	
<b>2000: DIRECT CLIENT SUPPORT</b>		<b>38,000</b>	
2001	Child Care	-	
2002	Client Housing Support	30,000	Client Housing Support Expenditures (SFC 70) For cost of providing housing supports. including housing subsidies for permanent, transitional and temporary housing: master leases; motel and other housing vouchers and shelters; rental security deposits: first and last month rental payments; and eviction prevention and other fiscal housing supports. Estimated @ \$30,000 annually.
2003	Client Transportation & Support	-	

**Exhibit H**

<b>PROGRAM EXPENSE</b>			
<b>ACCT #</b>	<b>LINE ITEM</b>	<b>AMT</b>	<b>DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE</b>
2004	Clothing, Food, & Hygiene	2,500	Clothing, Food & Hygiene (SFC 72) To provide supports to clients, which may include food vouchers and other items necessary for daily living (such as, clothing, hygiene, etc.). Estimated @ \$2,500 annually
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	1,500	Household Items (SFC 72) To provide supports for clients with household items need. Estimated at \$1,500
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (specify): Client Flexible Support Expenditure Support	4,000	Client Flexible Support Expenditures Support (SFC 72) To provide supports to clients and their caregivers, may include vouchers, goods, services, and other family support services. Also maybe use for personal/community integration to assist clients in achieving their treatment goals and in supporting their integration into the larger community. Items may include, but are not limited to socialization and recreational activities. This funding may also be used for medical, dental and optical care, prescriptions, and laboratory tests when the client does not have insurance to pay for such care. Estimated @ \$4,000 annually
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

<b>3000: DIRECT OPERATING EXPENSES</b>			
		-	
3001	Telecommunications	-	
3002	Printing/Postage	-	
3003	Office, Household & Program Supplies	-	
3004	Advertising	-	
3005	Staff Development & Training	-	
3006	Staff Mileage	-	
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	-	
3009	Other (specify)	-	
3010	Other (specify)	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

<b>4000: DIRECT FACILITIES &amp; EQUIPMENT</b>			
		-	
4001	Building Maintenance	-	
4002	Rent/Lease Building	-	
4003	Rent/Lease Equipment	-	
4004	Rent/Lease Vehicles	-	
4005	Security	-	
4006	Utilities	-	
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

<b>5000: DIRECT SPECIAL EXPENSES</b>			
		<b>4,000</b>	
5001	Consultant (Network & Data Management)	-	
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	Other (Student Stipends)	4,000	To train 4 graduate students in mental health work force @ 500 per semester for 2 semesters x 4 students = \$4,000
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

<b>6000: INDIRECT EXPENSES</b>			
		-	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):		Contract Budget Narrative

**Exhibit H**

<b>PROGRAM EXPENSE</b>			
<b>ACCT #</b>	<b>LINE ITEM</b>	<b>AMT</b>	<b>DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE</b>
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Other (specify)	-	
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

<b>7000: DIRECT FIXED ASSETS</b>			
<b>ACCT #</b>	<b>LINE ITEM</b>	<b>AMT</b>	<b>DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE</b>
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	-	
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (specify)	-	
7008	Other (specify)	-	

<b>TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:</b>	<b>42,000</b>
<b>TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:</b>	<b>42,000</b>
<b>BUDGET CHECK:</b>	<b>-</b>

# Exhibit I

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor(s) or any third parties, Contractor(s), 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(s) 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)'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(s) 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(s) 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) **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(s).

## Exhibit I

**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)’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)’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)’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

### 2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor(s) 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(s) 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](mailto: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(s) 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 shall be excess only and not contributing with insurance provided under the Contractor(s)’s policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

## Exhibit I

- (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 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(s).
- (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(s) 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(s) 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(s) 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(s) 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(s) 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(s) 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(s) 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(s) is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor(s)'s waiver of subrogation under this paragraph is effective whether or not the Contractor(s) obtains such an endorsement.
- (F) **County's Remedy for Contractor(s)'s Failure to Maintain.** If the Contractor(s) 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(s). The County may offset such charges against any amounts owed by the County to the Contractor(s) under this Agreement.

## Exhibit I

(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.

## Exhibit J

### 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 at intake and annually thereafter.

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.

## Exhibit J

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.

# Exhibit K

## 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.
- Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the DBH's Guiding Principles of Care Delivery and wellness of the workforce, Contractor shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to DBH.

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](mailto:DBHIncidentReporting@fresnocountyca.gov) and the assigned contract analyst.

## Exhibit K



### Mental Health Plan (MHP) and Substance Use Disorder (SUD) services Incident Reporting System

## 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](mailto:DBHIncidentReporting@fresnocountyca.gov) if there is additional information to be report after initial submission
- Contact [DBHIncidentReporting@fresnocountyca.gov](mailto: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:

# Exhibit K

← → ↻ 🏠 [fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e](https://fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e)

LogicManager

## Incident Report

Please complete this form

### Client Information

Name of Facility\*

Select option

Name of Reporting Party\*

Enter text

Facility Address\*

Enter text

Facility Phone Number\*

Enter text

Mental Health or Substance Use Disorder Program?\*

Select option

Client First Name\*

Enter text

Client Last Name\*

Enter text

← → ↻ 🏠 [fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e](https://fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e)

Enter text

Client Date of Birth

mm/dd/yyyy

Client Address

Enter text

Client ID

Enter text

Gender\*

Select option

County of Origin\*

Select option

### Summary

Subject ⓘ

Enter text

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):

Enter text

Description of the incident\*

Enter text

# Exhibit K

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

Enter text

---

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

mm/dd/yyyy

← → ↻ 🏠 [fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5ccd5072bb1864cdee4d3d6e](https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5ccd5072bb1864cdee4d3d6e)

---

Date of Incident\*

mm/dd/yyyy

---

Time of Incident\*

Enter text

---

Location of Incident\*

Enter text

---

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

Enter text

---

Did the Injured Party seek Medical Attention?

Select option

---

Attach any additional details

[Add File](#) or Drop File Here

---

Reported By Name\*

Enter text

---

Reported By Email\*

Enter text

---

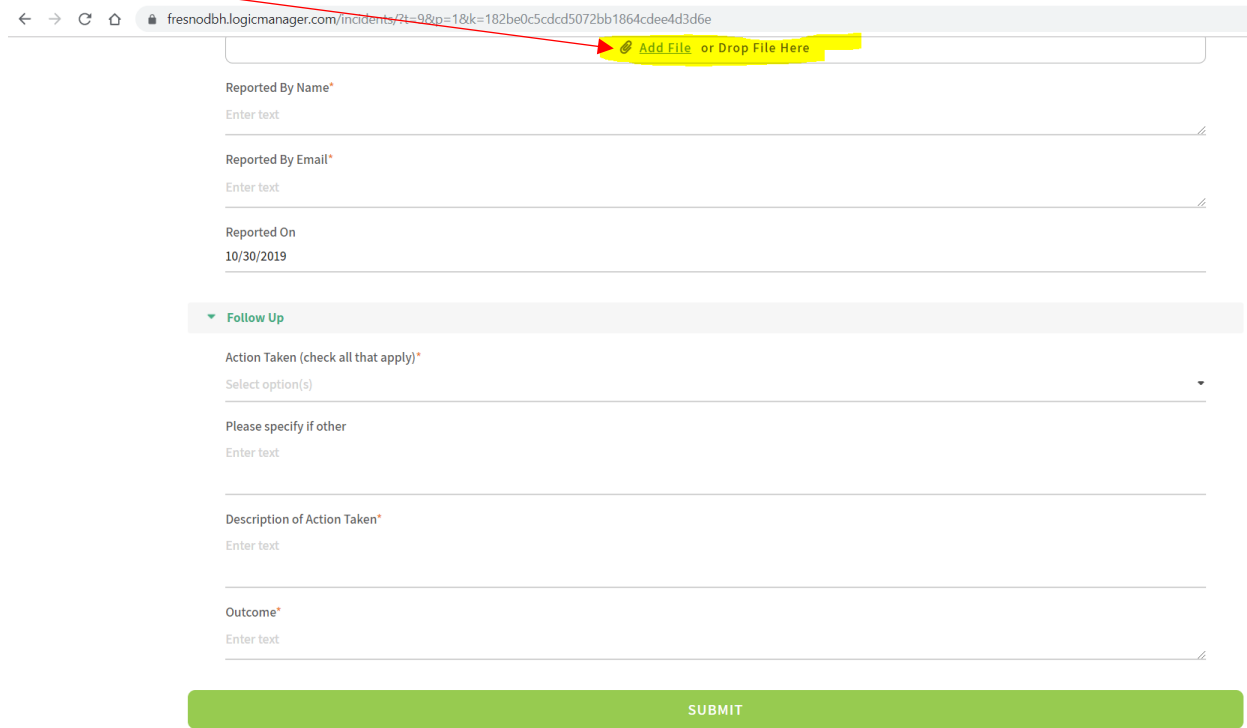
Reported On

10/30/2019

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# Exhibit K

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 address bar with the URL: `fresnodbh.logicmanager.com/incidents/?i=9&o=1&k=182be0c5cdcd5072bb1864cdee4d3d6e`. Below the address bar is a file upload area with a button that says "Add File or Drop File Here". The form contains several text input fields: "Reported By Name\*", "Reported By Email\*", and "Outcome\*", each with a placeholder "Enter text". There is also a date field for "Reported On" with the value "10/30/2019". A section titled "Follow Up" contains a dropdown menu for "Action Taken (check all that apply)\*" with the placeholder "Select option(s)", a text field for "Please specify if other", and a text field for "Description of Action Taken\*". At the bottom of the form is a large green "SUBMIT" button.

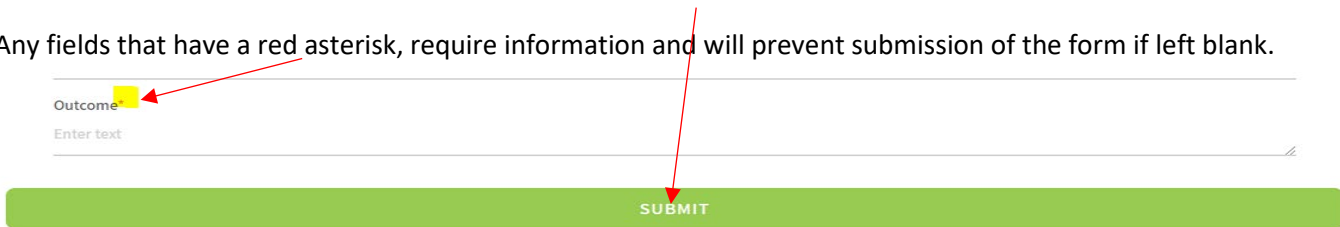
Similar to the paper version, multiple Action Taken categories can be selected.



This close-up shows the "Action Taken (check all that apply)\*" dropdown menu. The selected options are "Law Enforcement Contacted" and "Called 911/EMS". The menu also lists other options: "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.



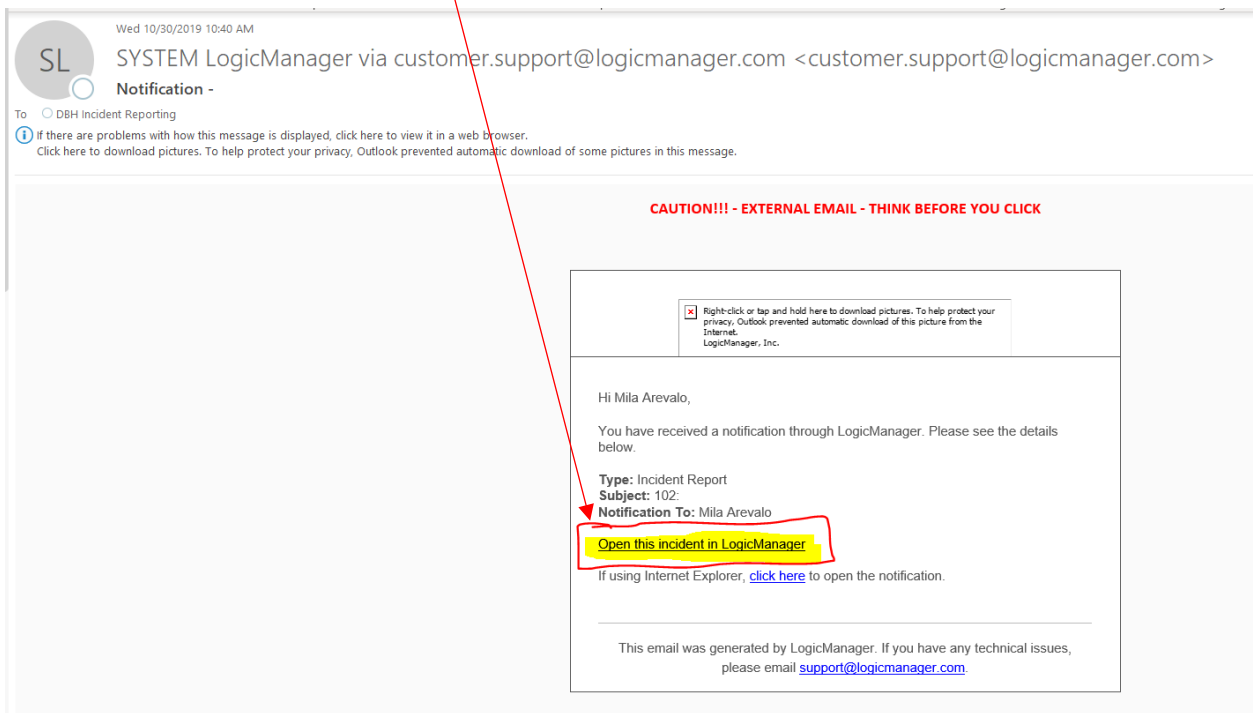
This close-up shows the "Outcome\*" text input field with a red asterisk and a red arrow pointing to it. Below the field is a large green "SUBMIT" button.

# Exhibit K

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

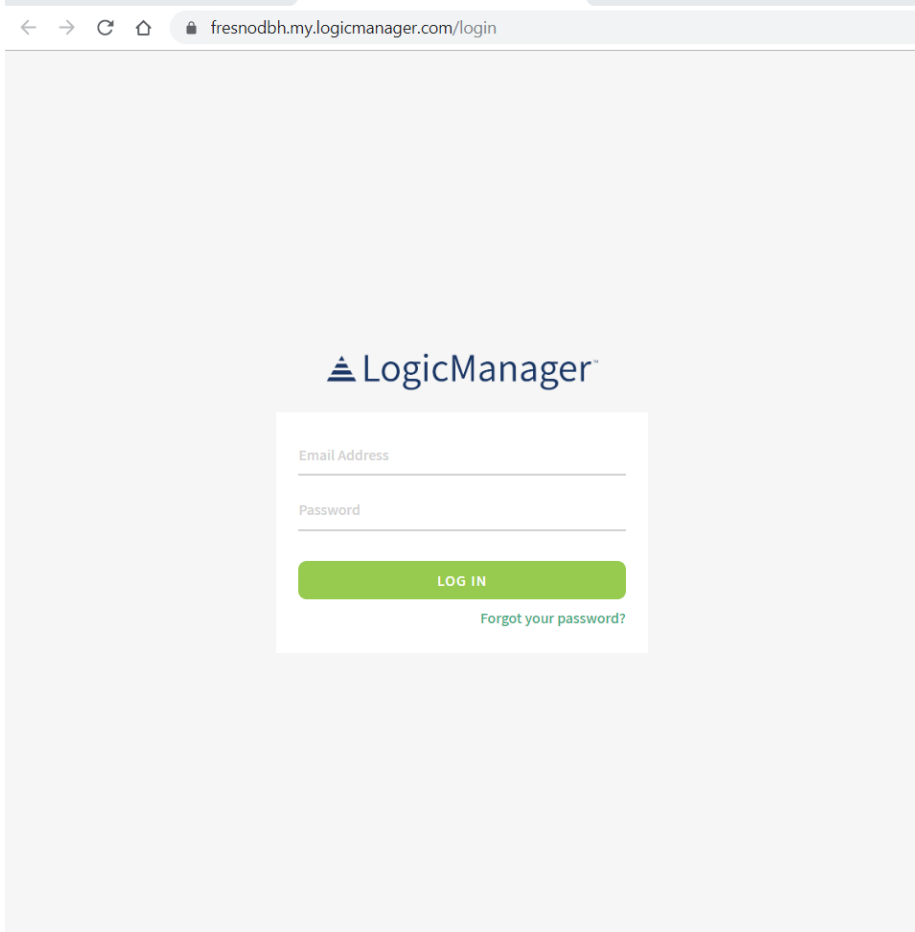


A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on "Open this incident in Logic Manager" and the Logic Manager login screen will show.

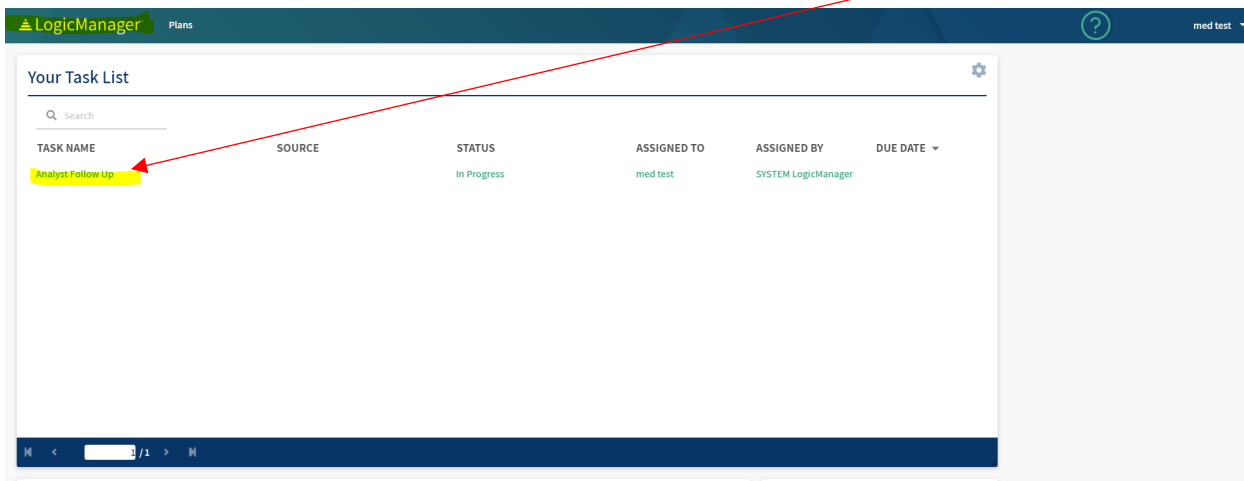


# Exhibit K

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.



# Exhibit K

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.

**Analyst Follow Up**

Task Details **Client Information** Summary Follow Up Documents

Name of Facility\* AA TEST FACILITY AA

Name of Reporting Party\*

Facility Address\*

Facility Phone Number\*

Mental Health or Substance Use Disorder Program?\*

Mental Health

Client First Name\*

Client Last Name\*

Client Middle Initial

Task ID: 313 Source: 103: null

Navigation: << < 2 > >>

Buttons: CANCEL SAVE SUBMIT

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

**Analyst Follow Up**

Task Details Client Information **Summary** Follow Up Documents

Subject

Incident (check all that apply)\*

Death of Client

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):

Description of the incident\*

Date of Incident\*

10/30/2019

Time of Incident\*

Location of Incident\*

Task ID: 313 Source: 103: null

Navigation: << < 3 > >>

Buttons: CANCEL SAVE SUBMIT

# Exhibit K

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.

Analyst Follow Up

Task Details Client Information Summary Follow Up Documents

Action Taken (check all that apply)\*  
Law Enforcement Contacted

Please specify if other  
Enter text

Description of Action Taken\*  
f

Outcome\*  
f added information cause of death - cancer per coroner 10-31-14

Task ID: 313 Source: 103: null

« < 4 > »

CANCEL SAVE SUBMIT

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.

Analyst Follow Up

Task Details Client Information Summary Follow Up Documents

Search Add Document

Name	Type	Source	Upload Date	Uploaded By
------	------	--------	-------------	-------------

No documents yet.  
Drop files here or click on the Add Document dropdown.

Task ID: 313 Source: 103: null

« < 5 > »

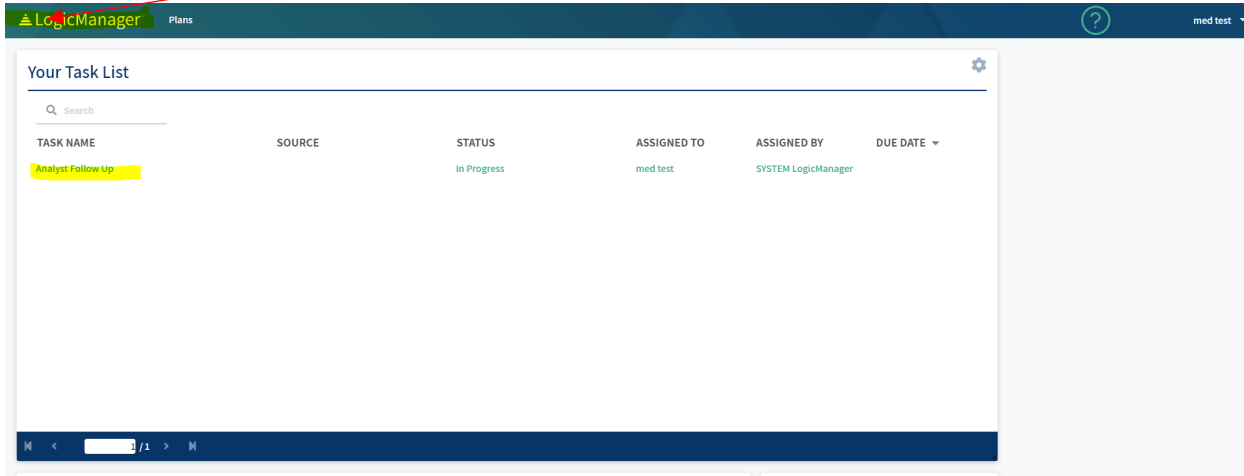
CANCEL SAVE SUBMIT

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](mailto:DBHIncidentReporting@fresnocountyca.gov)

# Exhibit K

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.



## Exhibit L

### FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM

#### *CONTRACTOR CODE OF CONDUCT AND ETHICS*

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

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

#### **Contractor and its employees and subcontractor shall:**

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

## Exhibit L

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

# Exhibit L

## Fresno County Mental Health Compliance Program

### Contractor Acknowledgment and Agreement

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

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

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#### For Individual Providers

Name (print): \_\_\_\_\_

Discipline:  Psychiatrist  Psychologist  LCSW  LMFT

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

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#### For Group or Organizational Providers

Group/Org. Name (print): \_\_\_\_\_

Employee Name (print): \_\_\_\_\_

Discipline:  Psychiatrist  Psychologist  LCSW  LMFT

Other: \_\_\_\_\_

Job Title (if different from Discipline): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

## Exhibit M

### 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.

## Exhibit M

- 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 N

## Data Security

### 1. Definitions

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

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit L.
- (C) **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit N.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit N.

## Exhibit N

- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

### 2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
  - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
  - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit N;
  - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

## Exhibit N

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

### 3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit N, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
  - (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

## Exhibit N

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
  - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
  - (vi) having a patch management process including installation of all operating system and software vendor security patches;
  - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
  - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit N. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

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available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

#### 4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses: [incidents@fresnocountyca.gov](mailto:incidents@fresnocountyca.gov), 559-600-5900, (559) 600-4645, [dbhcontractedservices@fresnocountyca.gov](mailto:dbhcontractedservices@fresnocountyca.gov), [dbhforensicservices@fresnocountyca.gov](mailto:dbhforensicservices@fresnocountyca.gov) (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit N, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint,

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including taking any corrective action under this Exhibit N, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit N.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

### 5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit N, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit N.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit N. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the

## Exhibit N

Contractor and such Authorized Persons, or amending any written agreements to provide same.

**6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit N, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit N to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

**7. Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit N may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

**8. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit N and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit N or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the

## Exhibit N

County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

**9. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit N shall survive the termination of this Agreement.

**10. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit N is intended to confer, nor shall anything in this Exhibit N confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**11. No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

# Exhibit O

## Self-Dealing Transaction Disclosure Form

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

## Exhibit O

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

# Exhibit P

## 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

## Exhibit P

**YES    NO**

- IV. A. Has there been a change in ownership or control within the last year? .....    
 If yes, give date. \_\_\_\_\_
- B. Do you anticipate any change of ownership or control within the year? .....    
 If yes, when? \_\_\_\_\_
- C. Do you anticipate filing for bankruptcy within the year? .....    
 If yes, when? \_\_\_\_\_

V. Is the facility operated by a management company or leased in whole or part by another organization? .....    
 If yes, give date of change in operations. \_\_\_\_\_

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year? .....

VII. A. Is this facility chain affiliated? .....    
 (If yes, list name, address of corporation, and EIN.)

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

## Exhibit Q

### 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;

## Exhibit Q

- (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)

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

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

## Principal Standard:

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

## Governance, Leadership, and Workforce:

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

## Communication and Language Assistance:

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

## Engagement, Continuous Improvement, and Accountability:

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



# The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.<sup>1</sup> Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,<sup>2</sup> such as socioeconomic status, education level, and the availability of health services.<sup>3</sup>

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.<sup>4</sup>

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.<sup>5,6</sup> By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities<sup>7</sup> and the National Stakeholder Strategy for Achieving Health Equity,<sup>8</sup> which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

**Of all the forms of inequality, injustice in health care is the most shocking and inhumane.**

— Dr. Martin Luther King, Jr.

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