

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of July, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each provider listed in Exhibit A, attached to this Agreement and by this reference incorporated herein, collectively hereinafter referred to as "CONTRACTOR(S)" and such additional Contractors as may, from time to time during the term of this Agreement, be added by COUNTY's Director, Department of Behavioral Health or designee in accordance with this Agreement.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), has identified a need for individuals with mental health conditions to be placed at licensed residential care facilities that are able to provide a transitional residential services program (TRSP), or a specialized transitional residential services program (STRSP), in accordance with various provisions of the California Welfare and Institutions Code; and

WHEREAS, certain CONTRACTORS have the licensed residential care facilities, staff and expertise, to provide TRSP services, or STRSP, services for COUNTY placed clients with a mental health condition; and

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as specified in COUNTY's Request for Statement of Qualification (RFSQ) No. 17-0637 dated March 23, 2017, and CONTRACTORS' Responses to said RFSQ dated April 17, 2017, all incorporated herein by reference. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits, 2) to the RFSQ, 3) to CONTRACTORS' Responses to the RFSQ. A copy of COUNTY's RFSQ No. 17-067 and CONTRACTORS' Responses thereto shall be retained and made available during the term of this Agreement by COUNTY's DBH Contracts Division.

1 B. It is understood that each CONTRACTOR shall be providing TRSP, or STRSP
2 at licensed residential care facilities as described in Exhibit B, attached hereto and by this reference
3 incorporated herein. Each CONTRACTOR shall be fulfilling all responsibilities applicable to the
4 provision of the necessary TRSP/STRSP services as identified for that respective facility as described
5 in each sub-part of Exhibit C "Description of Services & Rates" attached hereto and by this reference
6 incorporated herein. All references to Exhibit C shall be to CONTRACTOR(S)' corresponding sub-
7 section as indicated on Exhibit A . Additional facilities may be identified and added to Exhibits A and
8 C pursuant to Section Sixteen (16) herein, based on the need by COUNTY to provide the appropriate
9 TRSP/STRSP services to Fresno County clients.

10 C. For each COUNTY client placed with CONTRACTOR(S) for STRSP Services,
11 COUNTY's DBH staff shall evaluate and fill out a "Specialized Transitional Residential Services
12 Program" Form, attached hereto as Exhibit D and by this reference incorporated herein. Eligibility for
13 TRSP/STRSP services is at the sole discretion of COUNTY's designated staff.

14 D. In the event that COUNTY clients are away from the TRSP/STRSP facility due
15 to special circumstances including, but not limited to, attending a day program, court, AA meeting, or
16 other required service engagement, or are Away With Out Leave (AWOL), the COUNTY 's DBH's
17 placement staff will communicate with CONTRACTOR to review whether a bed hold rate is
18 authorized. In the event a bed hold is authorized by COUNTY's DBH's placement staff, the bed hold
19 rate shall be applied per each day the COUNTY client is away from the facility. The COUNTY is
20 required to review and approve all bed hold rate requests.

21 In addition, CONTRACTOR(S) are encouraged to engage in all quality
22 improvement activities to provide a welcoming environment, and to develop co-occurring substance
23 abuse and mental health treatment capability for consumers and families.

24 E. For COUNTY clients that are determined not eligible for the TRSP/STRSP
25 services described herein, as determined by designated COUNTY's Department of Behavioral Health
26 staff, CONTRACTOR(S) shall still accept referred non-eligible COUNTY clients to live at the licensed
27 residential care facilities, although they will not receive TRSP/STRSP services as described herein.

28 F. Misdemeanor Incompetent to Stand Trial (MIST)

1 In the event a CONTRACTOR(S) on this Agreement has, the ability to provide MIST
2 Services said CONTRACTOR(S) individualized rate sheet will be updated to reflect said provision for
3 services and rates and said cost of services/rates shall be referenced within each CONTRACTOR(S)
4 respective Exhibit C, which will contain their Description of Services and associated rates for services.

5 MIST services are directed at those residents with misdemeanor charges with the goal of
6 restoring them to competency as quickly as possible. Restoration to Competency Program helps
7 residents to achieve competency so that they may stand trial. MIST Services aim to strengthen the
8 resident's understanding. The resident's progress will be monitored by the trained professional(s)
9 providing MIST services to residents. Once the resident is able to demonstrate a clear understanding of
10 their legal situation and the capacity to cooperate with counsel and the court system.

11 CONTRACTOR(S) should begin with an initial assessment in order to determine a
12 resident's degree of competency. Upon completion of the initial assessment, CONTRACTOR(S) may
13 provide residents with such lessons as on: educational discussions, periodic tests to assessment
14 improvement in degree of competency, and mock court role play and any other lessons to help client
15 achieve competency to stand trial. Prior authorization for MIST Services shall be obtained in writing
16 and shall be required for each new admission to CONTRACTOR(S) facilities from COUNTY's DBH
17 Director, or designee.

18 Classes and counseling should focus on the following areas, but not limited to:

- 19 a. Understanding of their charge(s)
- 20 b. Understanding of their penalties
- 21 c. Assessment of available defenses
- 22 d. Understanding of the roles of various courtroom personnel
- 23 e. Understanding of court procedures
- 24 f. Motivation to help themselves in the legal process
- 25 g. Evaluation of likely outcomes
- 26 h. Planning of legal strategies
- 27 i. Ability to cooperate with counsel
- 28 j. Capacity to disclose pertinent information to counsel
- k. Capacity to testify
- l. Capacity to challenge prosecution witnesses
- m. Ability to manifest appropriate courtroom behavior
- n. Capacity to cope with incarceration while awaiting trial

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1 Fresno County DBH Director or designee to make final assessment regarding
2 community re-entry and resident competency stand trial when CONTRACTOR believes the MIST
3 resident is ready for said County evaluation.

4 **2. TERM**

5 This Agreement shall become effective on the 1st day of July, 2017 and shall terminate on
6 the 30th day of June, 2020. Effective July 1, 2020, this Agreement, subject to satisfactory performance,
7 shall be extended for two (2) additional (12) month periods upon the same terms and conditions herein set
8 forth, unless written notice of non-renewal is given by CONTRACTOR(S) or COUNTY or COUNTY's
9 DBH Director, or designee no later than sixty (60) days prior to the close of the current Agreement term by
10 COUNTY's DBH Director, or designee, or one (1) or more CONTRACTOR(S). A CONTRACTOR's
11 written notice of non-renewal shall be understood to effect renewal only to the extent of that
12 CONTRACTOR's involvement in this Agreement.

13 The June 30 termination date specified herein shall be the termination date for all
14 CONTRACTORS, regardless of when CONTRACTOR is added to this Agreement.

15 **3. TERMINATION**

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

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

- 22 1) An illegal or improper use of funds;
- 23 2) A failure to comply with any term of this Agreement;
- 24 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 25 4) Improperly performed service.
- 26 5) Suspension or revocation of the license by any regulatory agency of the
27 State of California to operate the facility.

28 In no event shall any payment by the COUNTY constitute a waiver by the

1 COUNTY of any breach of this Agreement or any default which may then exist on the part of the
2 CONTRACTOR(S). Neither shall such payment impair or prejudice any remedy available to the
3 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the
4 CONTRACTOR(S) the repayment to the COUNTY of any funds disbursed to the CONTRACTOR(S)
5 under this Agreement, which in the judgment of the COUNTY were not expended in accordance with
6 the terms of this Agreement. The CONTRACTOR(S) shall promptly refund any such funds upon
7 demand or, at the COUNTY's option, such repayment shall be deducted from future payments owing to
8 CONTRACTOR under this Agreement.

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

12 CONTRACTOR(S) may terminate with appropriate thirty (30) days advance written
13 notice of intent to terminate transmitted by CONTRACTOR(S) to COUNTY by Certified U.S. Mail,
14 Return Receipt Requested, addressed to the office of COUNTY as follows:

15 Director (or designee)
16 County of Fresno
17 Department of Behavioral Health P.O. Box 45003
Fresno, CA 93718-9886

18 **4. COMPENSATION**

19 A. COUNTY agrees to pay and CONTRACTOR(S) agree to accept compensation for
20 TRSP/STRSP services provided to COUNTY clients, at the rates specified within each
21 CONTRACTOR(S) "Description of Services & Rates", Exhibit C.

22 B. COUNTY and CONTRACTOR(S) agree that the rates for TRSP or STRSP services,
23 as indicated in Exhibit C, shall be considered "all-inclusive rates" in that the rates identified in Exhibit C
24 shall represent the program service rate while also including a prorated/daily Social Security Insurance
25 (SSI) rate which shall be determined by the Social Security Administration (SSI) and the State of
26 California Department of Health Care Services. Said daily SSI rates shall be provided to
27 CONTRACTOR(S) for room and board services and should be part of the all-inclusive rate for service
28 specified within each CONTRACTOR(S) Exhibit C, "Description of Services & Rates. All parties agree

1 that there will be no SSI/SSA payments whatsoever provided to CONTRACTOR(S) from COUNTY for
2 any COUNTY client who is eligible for TRSP/STRSP services, regardless of whether or not client
3 receives SSI/SSA benefits. CONTRACTOR(S) shall seek payment of the equivalent of SSI for room and
4 board services through this Agreement. The parties acknowledge that said equivalent SSI monies to be
5 paid to the CONTRACTOR(S) for SSI recipients are not part of funds provided from the Department's
6 Public Guardian Office (PGO) Division.

7 C. A day shall be defined as any portion of a twenty-four (24) hour day beginning at
8 8:00 a.m. and ending at 7:59 a.m. the following day. It is acknowledged by all parties hereto that said rates
9 may change during the term of this Agreement and such rate changes may be approved by COUNTY's
10 DBH Director, or designee and become part of this Agreement. However, said rate changes shall not result
11 in any change to the maximum compensation paid under this Agreement.

12 D. In no event shall services performed under this Agreement for all
13 CONTRACTOR(S) combined be in excess of Five Million and No/100 Dollars (\$5,000,000.00) for
14 each fiscal year beginning with FY 2017-18 through FY 2021-22.

15 In no event shall the total maximum amount for the service provided by
16 CONTRACTORS(S) collectively under the terms and conditions of this Agreement for the entire five
17 year term exceed Twenty-Five Million and No/100 Dollars (\$25,000,000.00). It is understood that all
18 expenses incidental to CONTRACTOR(S) performance of services under this Agreement shall be borne
19 by CONTRACTOR(S).

20 Payment by COUNTY shall be in arrears, based on CONTRACTOR's monthly
21 invoice submitted for services provided during the preceding month, within forty-five (45) days after
22 receipt, verification and approval of CONTRACTOR's monthly invoices by COUNTY's DBH. In
23 addition, it is understood by CONTRACTOR that at the discretion of COUNTY's DBH Director or
24 designee, COUNTY reserves the right to deny payment of any additional invoices received ninety (90)
25 days after the expiration of each term of this Agreement or termination of this Agreement. If
26 CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be
27 relieved of its obligation for further compensation.

28 **5. INVOICING**

1 CONTRACTOR shall invoice COUNTY in arrears by the 15th day of each month for
2 actual expenses incurred and services rendered in the previous month in which the services were
3 provided via email addressed to: DBH-Invoices@co.fresno.ca.us with a carbon copy (cc) to
4 smedina@co.fresno.ca.us. CONTRACTOR(S) shall utilize Exhibit E, the Transitional Residential
5 Services Program/Specialized Residential Services Program Monthly Billing Invoice template, attached
6 hereto and by this reference incorporated herein when invoicing COUNTY. All invoices submitted
7 should include the following required information: name of facility, facility address, remit to address
8 (should match address on W9), invoice date range, client name, admit date, discharge date, number of
9 days, social security #, date of birth, case manager, daily rate and total. In no event shall
10 CONTRACTORS submit claims to COUNTY for clients that are not duly authorized by COUNTY to
11 receive services.

12 Payments by COUNTY shall be in arrears, within forty-five (45) days after receipt and
13 verification of CONTRACTOR(S)' invoices by COUNTY's DBH in an amount equivalent to the rates
14 set in each providers Exhibit C, "Description of Services & Rates", including any rate adjustment
15 provided for in Section Six (6) herein. However, if invoice(s) is not received in proper form or
16 substance as stated in Section Six (6) above, COUNTY may withhold subsequent payment(s) until such
17 invoice(s) is received.

18 No reimbursement for services shall be made until invoices are received and reviewed
19 by COUNTY's DBH. In addition, for invoices received ninety (90) days after the expiration of each
20 term of this Agreement or termination of this Agreement, at the discretion of COUNTY's DBH
21 Director or designee, COUNTY reserves the right to deny payment of any additional invoices received.

22 COUNTY shall complete a reconciliation of payments made to costs invoiced. If an
23 adjustment to the payment is necessary, COUNTY shall notify CONTRACTOR(S) in writing within
24 five (5) working days after the completion of the reconciliation. Within forty-five (45) days thereafter,
25 COUNTY shall make payment to CONTRACTOR or CONTRACTOR shall reimburse COUNTY as
26 appropriate. In the event that CONTRACTOR(S) bills the COUNTY for supplemental charges for a
27 previous month's services, those charges shall be sent to the COUNTY for review via a separate
28 invoice and summarized statement and are not to be included within the next regular month's invoice.

1 At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect or is
2 otherwise not in proper form or substance, COUNTY shall have the right to withhold payment as to
3 only that portion of the invoice that is incorrect or improper and CONTRACTOR agrees to continue to
4 provide services for a period of ninety (90) days and, if after the ninety (90) day period, the invoice(s)
5 is still not corrected to COUNTY's DBH satisfaction, COUNTY may elect to terminate this Agreement
6 with individual CONTRACTOR(S), pursuant to the termination provisions stated in Section Five (5) of
7 this Agreement.

8 **6. INDEPENDENT CONTRACTOR**

9 In performance of the work, duties, and obligations assumed by CONTRACTOR(S)
10 under this Agreement, it is mutually understood and agreed that CONTRACTOR(S), including any and
11 all of CONTRACTOR(S) officers, agents, and employees will at all times be acting and performing as
12 independent CONTRACTOR(S), and shall act in an independent capacity and not as an officer, agent,
13 servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall
14 have no right to control or supervise or direct the manner or method by which CONTRACTOR(S) shall
15 perform their work and function. However, COUNTY shall retain the right to administer this
16 Agreement so as to verify that CONTRACTOR(S) is/are performing their obligations in accordance
17 with the terms and conditions thereof. CONTRACTOR(S) and COUNTY shall comply with all
18 applicable provisions of law and the rules and regulations, if any, of governmental authorities having
19 jurisdiction over matters which are directly or indirectly the subject of this Agreement.

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

28 **7. MODIFICATION**

1 A. Any matters of this Agreement may be modified from time to time by the written
2 consent of COUNTY and CONTRACTOR(S) without, in any way, affecting the remainder.

3 B. Notwithstanding the above, changes to the providers listed in Exhibit A may be
4 made in accordance with Section Sixteen (16) of this Agreement.

5 C. Additionally, changes to the TRSP/STRSP services rates identified within each
6 Exhibit C may be made in accordance with Section Four (4) of this Agreement. Such rate changes
7 shall not result in any changes to the maximum compensation amount payable to CONTRACTOR(S).

8 **8. NON-ASSIGNMENT**

9 No party shall assign, transfer or subcontract this Agreement nor their rights or duties
10 under this Agreement without the prior written consent of the other party.

11 **9. HOLD-HARMLESS**

12 CONTRACTOR(S) agree to indemnify, save, hold harmless, and at COUNTY's request,
13 defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including
14 attorney's fees and court costs, damages, liabilities, claims and losses occurring or resulting to
15 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR(S), their
16 officers, agents or employees under this Agreement, and from any and all costs and expenses, including
17 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
18 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
19 of CONTRACTOR(S), their officers, agents or employees under this Agreement. In addition,
20 CONTRACTOR(S) agree(s) to indemnify COUNTY for Federal, State of California and/or local audit
21 exceptions resulting from noncompliance herein on the part of the CONTRACTOR(S).

22 **10. INSURANCE**

23 Without limiting the COUNTY's right to obtain indemnification from
24 CONTRACTOR(S) or any third parties, CONTRACTOR(S), at its sole expense, shall maintain in full
25 force and effect the following insurance policies throughout the term of this Agreement:

26 A. Commercial General Liability

27 Commercial General Liability Insurance with limits of not less than One Million
28 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.

1 COUNTY may require specific coverage including completed operations,
2 product liability, contractual liability, Explosion, Collapse, and Underground
3 (XCU), fire legal liability or any other liability insurance deemed necessary
4 because of the nature of the Agreement.

5 B. Automobile Liability

6 Comprehensive Automobile Liability Insurance with limits for bodily injury of
7 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
8 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
9 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a

10 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage
11 should include owned and non-owned vehicles used in connection with this
12 Agreement.

13 C. Professional Liability

14 If CONTRACTOR(S) employs licensed professional staff (e.g. Ph.D., R.N.,
15 L.C.S.W., M.F.T.) in providing services, Professional Liability Insurance with
16 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
17 Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees that it
18 shall maintain, at its sole expense, in full force and effect for a period of three (3)
19 years following the termination of this Agreement, one or more policies of
20 professional liability insurance with limits of coverage as specified herein.

21 D. Worker's Compensation

22 A policy of Worker's Compensation Insurance as may be required by the
23 California Labor Code.

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

1 Within thirty (30) days from the date CONTRACTOR(S) signs this Agreement,
2 CONTRACTOR(S) shall provide certificates of insurance and endorsements as stated above for all of
3 the foregoing policies, as required herein, to the County of Fresno, 3133 N. Millbrook Ave., Fresno,
4 California, 93703, Attention: Contracts Unit, stating that such insurance coverage's have been obtained
5 and are in full force; that the County of Fresno, its officers, agents and employees will not be
6 responsible for any premiums on the policies; that such Commercial General Liability insurance names
7 the County of Fresno, its officers, agents and employees, individually and collectively, as additional
8 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
9 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
10 maintained by the COUNTY, its officers, agents and employees, shall be excess only and not
11 contributing with insurance provided under the CONTRACTOR(S') policies herein; and that this
12 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written
13 notice given to COUNTY.

14 In the event CONTRACTOR(S) fails to keep in effect at all times insurance coverage as
15 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
16 this Agreement upon the occurrence of such event.

17 All policies shall be with admitted insurers licensed to do business in the State of
18 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of
19 A FSC VIII or better.

20 **11. CONFIDENTIALITY**

21 All services performed by CONTRACTOR under this Agreement shall be in strict
22 conformance with all applicable Federal, State of California and/or local laws and regulations relating
23 to confidentiality.

24 **12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

25 COUNTY and CONTRACTOR each consider and represent themselves as covered
26 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
27 104-191(HIPAA) and agree to use and disclose protected health information as required by law.

28 COUNTY and CONTRACTOR acknowledge that the exchange of protected health

1 information between them is only of r treatment, payment, and health care operations.

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

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

11 **13. DATA SECURITY**

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

18 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

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

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

26 B. CONTRACTOR-Owned Computers or Computer Peripherals

27 CONTRACTOR may not bring CONTRACTOR-owned computers or computer
28 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief

1 Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is
2 approved to be transferred, data must be stored on a secure server approved by the COUNTY and
3 transferred by means of a Virtual Private Network (VPN) connection, or another type of secure
4 connection. Said data must be encrypted.

5 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

27 CONTRACTOR will be responsible for all costs incurred as a result of providing the required
28 notification.

1 **14. NON-DISCRIMINATION**

2 During the performance of this Agreement CONTRACTOR(S) shall not unlawfully
3 discriminate against any employee or applicant for employment, or recipient of services, because of
4 race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age
5 or gender, pursuant to all applicable State of California and Federal statutes and regulations.

6 **15. SEPARATE AGREEMENT**

7 It is mutually understood by the parties that this Agreement does not, in any way, create
8 a joint venture among the individual CONTRACTOR(S). By execution of the Agreement, the
9 CONTRACTOR(S) understand(s) that a separate Agreement is formed between each individual
10 CONTRACTOR and COUNTY.

11 **16. ADDITIONS/DELETIONS OF CONTRACTORS**

12 COUNTY's DBH Director, or designee, reserves the right at any time during the term of
13 this Agreement to add new CONTRACTOR(S) to those contained in Exhibit A. It is understood any
14 such additions will not affect compensation paid to the other CONTRACTOR(S), and therefore such
15 additions may be made by COUNTY without notice to or approval of other CONTRACTOR(S) under
16 this Agreement. These same provisions shall apply to the deletion of any CONTRACTOR(S)
17 contained in Exhibit A, except that deletions shall be by written mutual agreement between the
18 COUNTY and the particular CONTRACTOR(S) to be deleted, or shall be in accordance with the
19 provisions of Section Three (3) of this Agreement.

20 **17. COMPLAINTS**

21 CONTRACTOR(S) shall log all complaints and the disposition of all complaints from a
22 client or a client's family. CONTRACTOR(S) shall provide a summary of the complaint log entries
23 concerning COUNTY sponsored clients to COUNTY at monthly intervals, by the fifteenth (15th) day
24 of the following month, in a format that is mutually agreed upon. In addition, CONTRACTORS shall
25 provide details and attach documentation of each complaint with the log. CONTRACTOR(S) shall post
26 signs informing clients of their right to file a complaint or grievance. CONTRACTOR(S) shall notify
27 COUNTY of all incidents reportable to state licensing bodies that affect COUNTY clients within
28 twenty-four (24) hours of receipt of a complaint.

1 Within fifteen (15) days after each incident or complaint affecting COUNTY sponsored
2 clients, CONTRACTORS shall provide COUNTY with information relevant to the complaint,
3 investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective
4 action taken to resolve the complaint.

5 **18. CONFLICT OF INTEREST**

6 No officer, agent, or employee of the COUNTY who exercises any function or
7 responsibility for planning and carrying out the services provided under this Agreement shall have any
8 direct or indirect personal financial interest in this Agreement. The CONTRACTOR(S) shall comply
9 with all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which
10 shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or
11 employee of the COUNTY.

12 **19. LICENSES**

13 CONTRACTOR(S) shall throughout the term of this Agreement, maintain all necessary
14 licenses, permits approvals, certificates, waivers and exceptions necessary for the provision of the
15 services hereunder and required by the laws and regulations of the United States, State of California,
16 County of Fresno, and any other applicable governmental agencies. In addition, CONTRACTOR(S)
17 shall throughout each term of this Agreement ensure that all of its personnel performing services under
18 this Agreement are licensed and/or certified and shall maintain such licensure and/or certification
19 throughout each term of this Agreement where required, to lawfully perform their duties.

20 CONTRACTOR(S) shall notify COUNTY immediately in writing of its inability to
21 obtain or maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
22 irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR(S) shall
23 comply with all other applicable laws, rules or regulations, as any may now exist or be hereafter
24 changed. CONTRACTOR(S) shall maintain copies of all licenses, certifications, etc., noted above and
25 shall allow COUNTY's DBH to review these documents upon request.

26 **20. REFERENCE TO LAWS AND RULES**

27 CONTRACTOR(S) shall maintain in full force and effect and comply with any and all
28 licensing, local zoning, and State of California fire and safety ordinances and regulations.

1 **21. APPLICABLE RECORDS**

2 A. Case Records: CONTRACTOR(S) shall maintain adequate case records on each
3 individual client which shall include client assessment, individual program plan, and records of services
4 provided by the various professional and para-professional personnel in sufficient detail to make
5 possible an evaluation of services, and contain all the data necessary in reporting to the State, including
6 records of client interviews and progress notes. All such records shall be maintained pursuant to
7 applicable laws concerning confidentiality and, in the case of Mental Health records, California
8 Welfare and Institutions Code, section 5328, *et al*, and Title 45, Code of Federal Regulations, section
9 205.50. All case management records shall be considered the property of COUNTY and shall be
10 retained by the COUNTY at the termination of this Agreement. The CONTRACTOR(S) may retain
11 copies of these records at the time of termination if they so choose. All the terms and conditions of this
12 Agreement concerning the confidentiality of such records shall survive such termination of this
13 Agreement and shall continue to apply to such copies of those records retained by CONTRACTOR(S).

14 B. Financial Records: Statistical data shall be kept and reports made as required by
15 COUNTY'S DBH Director and the State of California.

16 C. COUNTY and State of California reserve the right to use and reproduce all
17 reports and data produced and delivered pursuant to this Agreement, and reserve the right to authorize
18 others to use or reproduce such materials, unless of a confidential nature.

19 **22. COMPLIANCE WITH STATE REQUIREMENTS**

20 CONTRACTOR(S) recognize that COUNTY operates its Department of Behavioral
21 Health under an agreement with the State of California Department of Health Care Services, and that
22 under said agreement the State imposes certain requirements on the COUNTY and its subcontractors.
23 CONTRACTOR(S) shall adhere to all State of California requirements, including those identified in
24 Exhibit F, attached hereto and by this reference incorporated herein.

25 **23. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**
26 **INFORMATION**

27 This provision is only applicable if CONTRACTOR(S) is a disclosing entity, fiscal
28 agent, or managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101

1 455.104, and 455.106(a)(1),(2).

2 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
3 the following information must be disclosed by CONTRACTOR(S) by completing Exhibit G
4 “Disclosure of Ownership and Control Interest Statement”, attached hereto and by this reference
5 incorporated herein and made part of this Agreement. CONTRACTOR(S) shall submit this form to
6 COUNTY’s DBH within thirty (30) days of the effective date of this Agreement. Additionally,
7 CONTRACTOR(S) shall report any changes to this information within thirty-five (35) days of
8 occurrence by completing Exhibit G. Submissions shall be scanned pdf copies and are to be sent via
9 email to COUNTY’s DBH Contracted Services Staff Analyst.

10 **24. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

11 This provision is only applicable if the CONTRACTOR(S) is operating as a corporation
12 (a for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR(S)
13 changes its status to operate as a corporation.

14 Members of the CONTRACTOR(S)’ Board of Directors shall disclose any self-dealing
15 transactions that they are a party to while CONTRACTOR(S) is providing goods or performing
16 services under this Agreement. A self-dealing transaction shall mean a transaction to which the
17 CONTRACTOR(S) is a party and in which one or more of its directors has a material financial interest.
18 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to
19 by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit H
20 and incorporated herein by reference and made part of this Agreement, and submitting it to the
21 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

22 **25. AUDITS AND INSPECTIONS**

23 The CONTRACTOR(S) shall at any time during business hours, and as often as the
24 COUNTY may deem necessary, make available to the COUNTY for examination all of their records
25 and data with respect to the matters covered by this Agreement. The CONTRACTOR(S) shall, upon
26 request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary
27 to ensure CONTRACTOR(S)’ compliance with the terms of this Agreement.

28 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),

1 CONTRACTOR(S) shall be subject to the examination and audit of the State Auditor General for a
2 period of three (3) years after final payment under contract (California Government Code section
3 8546.7).

4 **26. REPORTING**

5 CONTRACTOR shall provide at COUNTY's request, any required reports to COUNTY
6 which may include performance outcome measurement reports as communicated by the COUNTY to
7 CONTRACTOR.

8 **27. MONITORING**

9 CONTRACTOR(S) agree to extend to COUNTY's DBH and the State Department of
10 Health Care Services, or their designees, the right to review and monitor records, programs or
11 procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR(S)'
12 programs in order to ensure compliance with the terms and conditions of this Agreement.

13 **28. PROHIBITION ON PUBLICITY**

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

22 **29. NOTICES**

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

25 COUNTY

26 Director, Fresno County
27 Department of Behavioral Health
28 3133 N. Millbrook Ave.
Fresno, CA 93703

CONTRACTOR(S)

SEE EXHIBIT A

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

5 **30. GOVERNING LAW**

6 The parties agree that for the purposes of venue, performance under this Agreement is to
7 be in Fresno County, California. The rights and obligations of the parties and all interpretation and
8 performance of this Agreement shall be governed in all respects by the laws of the State of California.

9 **31. ENTIRE AGREEMENT**

10 This Agreement, including all Exhibits, constitutes the entire agreement between the
11 CONTRACTOR(S) and COUNTY with respect to the subject matter hereof and supersedes all
12 previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and
13 understandings of any nature whatsoever unless expressly included in this Agreement.

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

ATTEST:

CONTRACTORS:

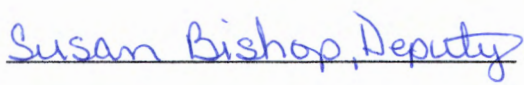
COUNTY OF FRESNO

SIGNATURE PAGES ATTACHED

By: 
Chairman, Board of Supervisors

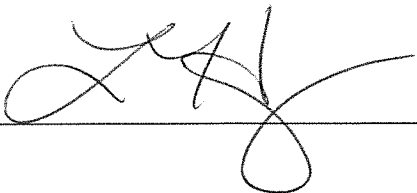
Date: 7-11-17

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

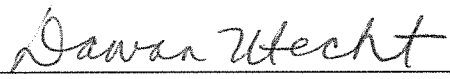
1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By  _____
5

6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9 By  _____
10

11 REVIEWED AND RECOMMENDED FOR
12 APPROVAL:

13
14 By  _____
15 Dawan Utecht, Director
16 Department of Behavioral Health
17

18 Fund/Subclass: 0001/10000
19 Organization: 56302175
20 Account/Program: 7295/0
21
22

| <u>Fiscal Year (FY)</u> | <u>Max Total</u> |
|-------------------------|------------------|
| FY 2017-18 | \$5,000,000 |
| FY 2018-19 | \$5,000,000 |
| FY 2019-20 | \$5,000,000 |
| FY 2020-21 | \$5,000,000 |
| FY 2021-22 | \$5,000,000 |

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CONTRACTOR
RUBY'S VALLEY CARE HOME

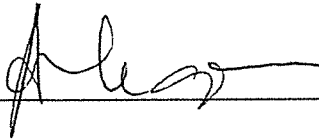
By: Mark Gisler Mary Gisler
Print Name: MARK GISLER Mary Gisler
Title: OWNER owner
Date: 6-20-17

Mailing Address:
400 East Pine Street
Lodi, CA 95240
Phone: (209) 329-1159
Contact: Mark and Mary Gisler
Email: marebot@aol.com

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CONTRACTOR:

THE CHIMES HOME

By  _____

Print Name AMORA A. ALEGRE

Title: Administrator / Licensee

Mailing Address:
1915 Austin Ave.
Clovis, CA 93611
(559) 244-0479/369-9949
Contact: Amore Alegre

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CONTRACTOR:

GARDEN MANOR

By Joan R. Black

Print Name Joan Black

Title: Admin

Mailing Address:
4983 East Olive
Fresno, CA 93727
(559) 255-8650 ext 201
Contact: Joan Black

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
SUPPLEMENTAL TRANSITIONAL BOARD & CARE SERVICES
VENDOR LIST

1. Ruby's Valley Care Home – STRSP

50 beds/co-ed
Contact: Mark Gisler
9910 South Elm Ave.
Fresno, CA 93706
(209) 329-1159

2. Chimes Home – TRSP

10 beds/female
Contact: Amor Alegre
2640 Stuart Avenue
Modesto, CA 95350
(559) 244-0479/322-1557

3. Garden Manor – TRSP

49 beds/co-ed
Contact: Joan Black
4983 E. Olive
Fresno, CA 93727
(559) 289-3166

**TRANSITIONAL RESIDENTIAL SERVICES PROGRAM
&
SPECIALIZED TRANSITIONAL RESIDENTIAL SERVICES PROGRAM**

SCOPE OF WORK

I. QUALITY ASSURANCE STANDARDS FOR LICENSED RESIDENTIAL CARE FACILITIES - BASIC CARE AND SUPERVISION

SECTION I - PROGRAM

- 1.1 Each facility has a written Program Design (Title 22, Plan of Operation) approved by the Department of Behavioral Health (DBH) which contains a statement of purpose, a statement of goals, a description of program methods and a staff training plan.
- 1.2 The activities and opportunities provided to each resident are consistent with the written Program Design.
- 1.3 The facility administrator, resident and agency referral person/authorized representatives are involved in the development of the resident's "Appraisal/ Needs and Services Plan."
- 1.4 The facility ensures continuity in each resident's planned activities by having staff communicate and participate with other agencies in case conferences and in the development of a plan of care or educational plan.
- 1.5 The supervision and training provided to each resident follows the objectives and plans written in the "Needs and Appraisal Plan."
- 1.6 The facility provides supervision and training seven days per week with a staff ratio adequate to implement the "Appraisal/Needs and Services Plan."
- 1.7 The facility has a written monthly Activity Schedule posted for all hours that residents are awake and under the supervision of the facility, seven days per week. The Activity Schedule reflects the time and place of usual resident activities. The Activity Schedule reflects at least one recreational activity each day and at least one activity in the community each week.
- 1.8 The facility teaches and enables residents to practice skills and behaviors that are necessary for attaining greater independence in the home and in the community in accordance with the "Appraisal/Needs and Services Plan." The facility encourages use of leisure time in a constructive manner.
- 1.9 Daily activities are age appropriate.
- 1.10 Natural environments and materials are used in teaching skills to residents.

- 1.11 Training techniques are individualized in accordance with the "Appraisal/Needs and Services Plan."
- 1.12 Training techniques are consistent with the principles of least restrictive method.
- 1.13 All staff persons responsible for carrying out a resident's "Training/Treatment" are familiar with its objectives and methods of implementation.
- 1.14 There is a continuity, through staff changes, in training provided to residents, as evidenced by either oral or written communications between staff on different shifts.
- 1.15 Every twelve (12) months the "Appraisal/Needs and Services Plan" is reviewed by the case manager/authorized representative, resident and facility staff to measure and document progress of set objectives and/or the need to modify.

Every six months the client is assessed by case manager with input from the CONTRACTOR.
- 1.16 When the "Needs Service Plan" needs to be updated, facility staff bring this to the attention of the case manager. The facility staff, case manager and resident participate in the revision, as appropriate.

SECTION 2 - RIGHTS

- 2.1 A statement of resident rights is posted where it is easily accessible to residents and visitors. The statement includes a description of procedures to be followed and whom to contact if the person has questions or complaints regarding rights.
- 2.2 Upon admission, each resident is given instruction on his or her rights via communication methods which are appropriate for that resident.
- 2.3 There is no denial of resident's rights unless the facility follows the procedures specified by law.
- 2.4 House rules are in writing and posted and are appropriate for the residents.
- 2.5 The facility's house rules are explained to each resident via communication methods which are appropriate for that resident.
- 2.6 There is a complaint procedure which residents may use to appeal a decision made by a staff member.
- 2.7 The complaint procedure is written and posted and, upon admission, explained to each resident via communication methods which are appropriate for that resident.
- 2.8 All residents have access to the facility 24 hours a day.

SECTION 3 - COMMUNITY INTEGRATION

- 3.1 If the facility is located in a residential neighborhood, it must be physically compatible with residences in that neighborhood.
- 3.2 Residents have access to resources available to other members of the local community and are given regular opportunities to use those resources.
- 3.3 Residents are given opportunities to practice community and independent living skills in their local community.
- 3.4 The facility provides group activities which include activities involving six or fewer residents.
- 3.5 The facility offers at least one recreational activity a week in the community appropriate to the interests or development of interests of the residents. (Refer to Section 1 - 1.7)

SECTION 4 - SOCIAL - PSYCHOLOGICAL ENVIRONMENT

- 4.1 The physical aspects of the facility must be appropriate to the age and physical abilities of the residents.
- 4.2 Residents eat in the dining room or eating areas typically used by family and/or staff members.
- 4.3 Each resident wear/have properly fitting clothing.
- 4.4 Each resident shall receive training, or be assisted, in selecting clothing which is appropriate to his or her age, sex and the season.
- 4.5 Each resident wears his or her own clothing.
- 4.6 There is recognition and acceptance by staff of residents' cultural and ethnic differences.
- 4.7 Communication and interaction between staff and residents reflect respect and caring.
- 4.8 Staff makes an effort to establish positive relationships with residents via communication methods which are appropriate for those residents.
- 4.9 Staff makes an effort to establish positive relationships with residents' family members.
- 4.10 Residents share in facility decision-making through weekly house meetings designed to encourage participation.
- 4.11 Residents are encouraged to pursue individual interests and schedules.
- 4.12 The facility is furnished, decorated, and arranged to provide a home-like, non-institutional atmosphere.

- 4.13 Bathroom facilities are designed and equipped to afford privacy.
- 4.14 No more than two residents shall share a bedroom.
- 4.15 Bedrooms are not used as passageways to other rooms.
- 4.16 Residents are allowed to use bedrooms as places to be alone.
- 4.17 Residents have access to all common areas of the residence, except controlled storage areas and staff designated areas.

SECTION 5 - HEALTH

- 5.1 Medical and dental evaluations and care are obtained at regular intervals, depending upon each resident's age and condition, or as specified in the "Facility Service Plan."
- 5.2 Residents who require adaptive devices (eyeglasses, hearing aids, dentures, wheel chairs, etc.) are given assistance in securing and maintaining these devices.
- 5.3 Staff present a copy of the medication log to health professionals prior to treatment.
- 5.4 Staff ensure each resident displays good personal hygiene with regard to skin, nails, teeth, hair and clothing and the facility shall provide personal grooming supplies. Staff encourage each resident to maintain adequate grooming.
- 5.5 The facility has a method for ensuring that the nutritional needs of all residents are satisfied. Monthly menus are posted and corrected as served.
- 5.6 The food served in the facility provides variety and is presented in an appetizing manner and reflects the ethnicity of the residents.
- 5.7 Notice of any unusual incident (AWOL, hospital admission, abuse), accident or death is immediately reported to the Case Manager, TRSP Coordinator, Conservator/Guardian (as appropriate), and State Community Care Licensing. A copy of the incident report is provided to the Department of Behavioral Health Case Manager by the end of the next business day.

SECTION 6 - PHYSICAL ENVIRONMENT AND SAFETY

- 6.1 The facility is safe, clean and well maintained, both inside and out.
- 6.2 Each resident is provided with a comfortable bed with clean linens, warm blankets and a pillow.
- 6.3 Each resident is provided closet space and a dresser or drawer space for the exclusive use of the resident.

- 6.4 All residents' medications are stored in a centrally located, locked storage area. All medications received and dispensed are entered in the medication log.
- 6.5 All potentially dangerous non-edible or toxic items are clearly labeled, and stored away from food supplies.
- 6.6 The facility is equipped with first aid supplies and a first aid manual.
- 6.7 The facility provides fire/disaster plan training for staff and residents and conducts and documents at least one drill each quarter.
- 6.8 Vehicles used for transporting residents are properly maintained and equipped with seat belts. Residents use seat belts when vehicle is in motion.

SECTION 7 - ADMINISTRATION

- 7.1 Relevant chapters of Title 22 are maintained in the administrative offices of the facility and available to all staff and residents upon request.
- 7.2 A notice is posted stating that the results of State Licensing evaluations are available upon request to residents or other persons with a legitimate need to know.
- 7.3 The facility operates within the limitations of its license.
- 7.4 Maintain a record of any resident's money handled by the facility, documenting each resident's income, disbursements made to the resident and expenditures made on behalf of the resident by facility staff.
- 7.5 When cash is given to a resident, he/she signs or places his/her mark on a receipt or log specifying the cash amount.
- 7.6 Receipts are retained for expenditures made on behalf of the resident by facility staff.
- 7.7 A resident's funds are used only by that resident or for that resident's expenditures.
- 7.8 Residents' funds are kept separate from facility funds,
- 7.9 The facility has procedures for protecting residents' personal property from loss or abuse and which also allows each resident easy access to his/her own property.
- 7.10 The facility has established screening procedures to evaluate a potential employee's character and his/her employment history. The facility has complied with any and all State Department of Social Services, Community Care Licensing Division's requirements for screening and fingerprinting.

- 7.11 The facility administrator or designee is available at all hours to respond to any needs from staff or residents. There shall be a notice posted with their 24 hour contact number.
- 7.12 The facility provides or arranges for local transportation and/or training in use of public transportation in order for residents to:
- ❖ participate in programs and services outside the facility.
 - ❖ engage in activities of daily living and leisure activities/events as cited in each resident's "Appraisal/Needs and Services Plan."
- 7.13 The facility will encourage residents' use of public transportation. The facility will be responsible to ensure the resident's safety regardless of the mode of transportation chosen.
- 7.14 The facility provides transportation and supervision to get residents safely to and from medical/dental appointments and communicates adequately with the medical/dental provider.
- 7.15 All staff have knowledge about legal requirements for reporting resident abuse.

SECTION 8 - RESIDENT RECORDS

- 8.1 A document file of resident's records is maintained at the facility for each resident. Each resident's file includes, but is not limited to, the following information:
- a. Resident rights
 - b. Resident's social security number
 - c. Name, address and phone numbers of conservator or family member
 - d. Dates of major illnesses
 - e. Record of psychiatric/medical/dental treatments
 - f. Admission physical and diagnosis
 - g. Record of allergies
 - h. TB clearance
 - i. Funeral arrangements
 - j. Weight record
 - k. Resident's personal property list
 - l. Current admission agreement
 - m. Current "Facility Service Plan"
 - n. Weekly progress notes and monthly summary
- 8.2 All treatment services to be provided to the resident, except emergency services, are noted in "Facility Service Plan."
- 8.3 The facility maintains a medical log for each resident: type of medication, dosage, frequency of administration, time of each administration, and initials of staff person supervising administration of medication. The facility makes clear on the medication log

which medications are psychotropic medications. Psychotropic medications need to indicate: name of medication, reason for its use and possible side effects.

- 8.4 Resident records are confidential in accordance with California Welfare and Institutions Code provisions.
- 8.5 Any consent for release of information provided by the resident, or the resident's conservator specify: the information to be released; the purpose of the release; the agency or person to whom release is to be made; and, the time period for which the release is valid. Consents for Release of Information are maintained permanently in the resident's record.
- 8.6 Resident records contain monthly summary notes addressing all needs/services in the "Facility Service Plan" and other significant events/observations affecting the resident.

SECTION 9 - TRAINING

- 9.1 Direct-care staffs complete on-the-job training by the facility within one month following employment. At a minimum, the subjects covered in the training include: Special Incident Reports, health and emergency procedures, medications, client rights and abuse reporting.
- 9.2 Direct-care staffs complete orientation within one month from start date of employment. The orientation includes at least the following topics: awareness of mental health programs, review of quality assurance standards, and the placement packet.
- 9.3 All direct-care staffs have a current first aid training and CPR certification from an appropriate agency, such as the Red Cross.
- 9.4 The facility administrator completes at least 20 hours per year of continuing education or in service training. Topics of education or training are chosen from those approved by the State Community Care Licensing Division.
- 9.5 Direct-care staff complete at least 9 hours of continuing education or in service training in mental health issues or related topics. Topics of education or training are chosen from those approved by the State Community Care Licensing Division.

II. CERTIFICATION REQUIREMENTS

- A. Facilities eligible to be certified for payment for Transitional Residential Services Program (TRSP) services and Specialized Transitional Residential Services Program (STRSP) services from Fresno County Department of Behavioral Health SHALL:
 - 1. Be a licensed Adult Residential Care Facility or licensed Residential Care Facility for the Elderly, authorized by the California State Department of Social Services,

Community Care Licensing Division, to provide care and supervision to mentally disabled adults.

2. Ensure the facility administrator has completed 20 hours per year of the continuing education or in-service training in mental health issues or related topics, in accordance with the education or training specifications of the California State Department of Social Services, Community Care Licensing Division.
3. Ensure direct care staff, employed by the facility, participates in the training activities specified in the "Fresno County Department of Behavioral Health, Quality Assurance Standards for Licensed Adult Residential Care Facilities, and Residential Care Facilities, Section 9."
4. Provide information for monthly billing and other data, as required by the County's management information system.
5. Provide a monthly statement of all clients living in the facility.

B. Facilities SHALL be certified for participation by the COUNTY and services SHALL be provided through written agreement. THESE FACILITIES SHALL:

1. Cooperate with County staff, subsequent to referral and with authorization by the County, in completing the "Appraisal/Needs and Services Plan," as indicated by the California Department of Social Services, Adult Residential Facilities, Division 6, Chapter 1, Section 80068.2, to meet the goals, objectives, and activities appropriate to the resident. This plan shall be completed and placed in the resident's record on or before the first day of placement and kept current.
2. Complete a "Facility Service Plan" indicating the specific services to be provided to address the needs identified in the "Appraisal/Needs and Services Plan." This plan shall be completed and placed in the resident's record on or before the first day of placement.
3. Maintain individual resident records, on the premises, in accordance with "Fresno County Department of Behavioral Health, Quality Assurance Standards for Licensed Adult Residential Care Facilities and Residential Care Facilities, Section 8 - Resident Records" to promote the services to each individual. These records SHALL include:
 - a. The "Appraisal/Needs and Services Plan" specifying the needs to be addressed.
 - b. Weekly progress notes and monthly summary notes, and maintain in resident's record.
 - c. Weekly notes SHALL:

- i. Address all needs, objectives, and services provided by facility staff to implement the "Facility Service Plan" for each resident.
 - ii. Address significant occurrences affecting the resident (incidents, illness, exacerbation of symptoms, signs of improved functioning, etc.), as appropriate.
 - iii. Describe behavioral observations and symptoms.
 - iv. Be written by staff having direct supervision/observation of the resident.
 - d. Monthly summary notes SHALL reflect all needs and services addressed in the "Needs/Appraisal Plan." (Refer to "Fresno County Department of Behavioral Health, Quality Assurance Standards for Licensed Adult Residential Care Facilities and Residential Care Facilities, Section 8 - Resident Records.").
 - e. All other documents/information as required by State Community Care Licensing Division.
4. Allow access to the facility, to the extent authorized by law, by County and State staff for assessment of consumer(s), monitoring of the contract, record review, consultation with staff, and evaluation of the facility and services.
 5. Maintain the capability to provide the services required to meet the specialized needs of residents, as identified in residents' "Appraisal/Needs and Services Plans."
 6. Cooperate and consult with County staff to improve/enhance/modify program services to meet the need of residents as indicated in their "Appraisal/Needs and Services Plans."
 7. Inform COUNTY's Case Manager and TRSP/STRSP Services Coordinator immediately and provide a written report within 24 hours of all incidents necessitating an incident report to State Licensing Division. Incidents to be reported include, but are not limited to, death, accident/injury, abuse, and absence without leave (AWOL).
 8. Inform the Coordinator within 24 hours of all client movements (i.e. admissions to a general hospital, acute psychiatric facility, and/or AWOL).
 9. As residents increase ability to function in particular areas, increase residents' responsibilities for own care/activities in those areas, as specified in their "Appraisal/Needs and Services Plan."
 10. Offer residents opportunities to function/perform in those areas where residents are competent or are learning new life skills.

11. Encourage consumers to take increased responsibility for own treatment by setting self-established goals.
12. Provide scheduled and posted activities to encourage the development of activities satisfying to residents, as specified in their "Appraisal/Needs and Services Plans." The posted monthly schedules SHALL reflect the interests of residents, expose residents to and develop a variety of leisure interests, and develop interpersonal skills and relationships.

III. SPECIALIZED TRANSITIONAL RESIDENTIAL SERVICES PROGRAM REQUIREMENTS

These additional requirements must be met by providers who will be providing STRSP services may consist of, but not limited to, all of the components listed below. They are to be provided to each resident as specified in the resident's "Appraisal/Needs and Services Plan," or as the need arises.

- A. Facilities eligible to be certified for payment for Specialized Transitional Residential Services Program from Fresno County Department of Behavioral Health SHALL:
 1. Possess care exemptions approved by Community Care Licensing (CCL) to provide services to clients with specialized medical needs as indicated below:
 - a. diabetics
 - b. oxygen dependent clients
 - c. non-ambulatory clients
 - d. catheter services
 - e. care for chronic inebriates
 2. Operate a crisis intervention program which provides the following:
 - a. Visual inspection of clients every 15 minutes, 24 hours per day, 7 days per week, 365 days per year by facility staff.
 - b. In-house psychiatrist services with monthly assessments performed on-site and as needed.
 - c. On call (24 hours per day, 7 days per week) psychiatrist with standing order for Pro Re Nata (PRN) and injectables.
 - d. A safe and secure facility with 24 hour camera surveillance.
 - e. One to one 24 hour watches when warranted and approved by county.
 3. Provide the following specialized program services:
 - a. On site Drug and Alcohol counseling
 - b. Facility services that emphasize recovery models, WRAP and wellness.
 - c. Prevocational job training on-site with a community re-entry based philosophy
 - d. Admission of clients out of acute inpatient mental health facilities, State Hospital beds, Institutes of Mental Disease (IMD), Mental Health

Rehabilitation Centers (MHRC) and patch-rate Skilled Nursing Facilities (SNF).

4. Training in grooming and hygiene and supervision to ensure grooming/hygiene is maintained at an adequate level.
5. Training in activities of daily living: These may include, but are not limited to:
 - a. Budgeting--developing a spending plan for necessities/personal shopping, how to plan for larger purchases, how to make economical purchases, where to shop, credit buying, opening a savings account, etc.
 - b. Use of money--paying bills, making change, getting receipts, keeping money safe, opening an account, etc.
 - c. Menu planning, shopping for and preparing individual/family sized/balanced meals, reading instructions/recipes, kitchen hygiene/cleanliness, use of kitchen utensils and appliances.
 - d. Housekeeping/cleaning/making own bed.
 - e. Laundry and maintenance of clothing.
 - f. Education on the following topics:
 - i. Maintaining good health and eating wholesome and nutritious diet
 - ii. Basic disease prevention concepts
 - iii. Importance of regular exercise and adequate sleep
 - iv. Proper use of over the counter medication
 - v. Dangers of excessive use of alcohol, tobacco and street drugs.
 - vi. Proper use of the transportation system.
6. Assistance with personal shopping, as appropriate. Assistance with coordinating clothing and making purchases to complete/supplement wardrobe.
7. Training to develop adequate medication management skills including, but not limited to:
 - a. When and how much of each medication to take.
 - b. How to read instructions on medication containers.
 - c. How to relate and talk with the doctor about symptoms, complaints and side effects of medications.
5. Working with residents to express feelings appropriately including, but not limited to:
 - a. Dealing with conflict.
 - b. Dealing with anger.
 - c. Dealing with loss or grief.

- d. Expressing a variety of feelings, including positive feelings.
 - 6. Working with residents to develop skills including, but not limited to:
 - a. Starting and maintaining conversations,
 - b. Dealing with family, and significant others,
 - c. Talking with persons of either gender,
 - d. Asserting own needs/desires/choices.
 - 7. Encouraging observations of culturally appropriate holidays, events, and traditions, in accordance with the ethnic background of residents and residents' wishes. This may include, but not be limited to, offering activities, foods, and decorations appropriate to the resident.
 - 8. Providing close supervision of and interactions with residents who require management of difficult behavioral problems consistent with the "Appraisal/Needs and Services Plan." This may include, but not be limited to:
 - a. Providing support and encouragement;
 - b. Providing specific individualized directions;
 - c. Providing alternative activities;
 - d. Setting specific behavioral limitations;
 - e. Allowing for the appropriate expression of feelings;
 - f. Separating the resident from others, when interactions tend to exacerbate behaviors; and,
 - g. Establishing a behavioral contract with the resident.
- B. In the event clients fall under more than one category as set forth below, COUNTY shall pay only one rate which is to be mutually agreed upon by COUNTY'S Department of Behavioral Health (DBH) and CONTRACTOR(S). Please note: possession of care exemptions approved by Community Care Licensing (CCL) will be required to provide services to clients with specialized medical needs.

RESIDENT CATEGORIES:

1. **CHRONIC INEBRIATES:** dual diagnosis residents needing controlled community access.

Services provided will include:

- a. 15 minute visuals, 24/7, 365 days;
- b. In-house psychiatrist with assessments done on site;
- c. On call 24/7 psychiatrist with standing orders for PRN & injectables;
- d. Prevocational job training on site with a community re-entry based philosophy;
- e. On-site Drug & Alcohol counselors;
- f. Day Treatment: Recovery models: WRAP & Wellness;
- g. On-site dietician to provide healthy diets.

2. SPECIAL NEEDS

- a. **Diabetic** – trained staff (incl. LVN, dietary) available to meet CCL Title 22 Section 80092.8.

Services provided will include:

- i. Insulin shots;
- ii. Diabetes maintenance including, but not limited to insulin injections and blood sugar monitoring
- iii. On-site dietician to provide special diet (sugar free menu);
- iv. Blood sugar monitoring by licensed, qualified staff;
- v. 50% of staff shall be certified Medical Assistants;
- vi. 15 minute visuals, 24/7, 365 days a year;
- vii. On call 24/7 psychiatrist with standing orders for PRN & injectables;
- viii. Prevocational job training on site with a community re-entry based philosophy;
- ix. Day Treatment: Recovery models: WRAP & Wellness.

- b. **Conditions of Life** – facility upgrades & trained staff available to meet CCL Title 22 Section 80077.2-3, 80001d.(2) for clients who rely on others to assist with most activities of daily living, clients with lack of hazard awareness/impulse control or clients with medical conditions for which they need assistance/observation;

Services provided will include:

- i. 15 minute visuals 24/7 365 days a year
- ii. On-site dietician to provide special diets as required;
- iii. 50% staff are certified Medical Assistants to monitor health conditions;
- iv. On call 24/7 Psychiatrist with standing orders for PRN & injectables;
- v. Prevocational job training on-site with a community re-entry based philosophy;
- vi. Day Treatment: Recovery models: WRAP & Wellness;
- vii. CCL waiver for clients needing oxygen;

- c. **Non-Ambulatory** : all the above facility services shall be available to non-ambulatory residents. In addition to diabetic, dual-diagnosis and other conditions of life services, the facility shall provide:

- i. Trained staff available to assist non-ambulatory residents with ADL's. Facility-wide training shall be rendered to ensure the safety of non-ambulatory residents with regards to egress, mobility and emergency procedures.
- ii. Transportation to allow non-ambulatory residents to participate in community outings;

- d. **Ambulatory Issues** - trained staff (incl. LVN, dietary) available to meet CCL Title 22 Section 80010.

- i. Amputee
 - ii. Wheelchair dependent (for mobility)
 - iii. Walkers/Other Walking Assistance Devices
 - iv. Visual Impairment/Including Legal Blindness
- e. **Medical** – trained staff to provide care for residents who have any of the following restricted health conditions, or who require any of the following health services:
- i. Colostomy bags – as specified in CCL Title 22, Section 87621
 - ii. Oxygen dependent clients - as specified in CCL Title 22, Section 87618
 - iii. Catheter services - as specified in CCL Title 22, Section 87623.

- C. CONTRACTOR(S) should have trained staff available to provide care within a facility intended for individuals with mental health disorders, specific characteristics, and a history of additional behaviors/legal status including, but not limited to the following:

Behavioral/Legal Status

- a. LPS Conservatorship
 - i. Accept clients moving from locked and out of town (possible) Institute of Mental Disease (IMD)
 - ii. Accept clients from acute inpatient psychiatric facilities
- b. Aggressive Behaviors
 - i. Recent physical aggressive episode toward a person (general)
 - ii. History of physical assault on a **STAFF**
- c. Fire Setting
- d. Elopement
 - Elopement is considered not returning by curfew.
- e. Sexual Assault or Sex Offender status
- f. Young Adults
 - Young adults considered to be between the ages of 18 – 24 years old
- g. Individuals with mild developmental delays
 - “Mild developmental delay” defined as borderline intellectual functioning with an IQ of just below 80.

Garden Manor
Description of Services & Rates
FY 2017-18 through FY 2020-21

Check the box(es) that represent the services being offered:

- Transitional Residential Services Program (TRSP)
 Specialized Transitional Residential Services Program (STRSP)

| SERVICES | | | |
|--|-------------------------------------|-------------------------------------|--------------------------------|
| Identify the services that will be provided within your facility(ies): | Basic | Enhanced | DAILY RATES Rates |
| <input checked="" type="checkbox"/> Reasonable access to required medical treatment | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 34.87 \$ 15.16 TRSP |
| <input checked="" type="checkbox"/> Up-to-date psychopharmacology | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 34.87 \$ 15.16 TRSP |
| <input type="checkbox"/> Bilingual/bicultural programming | <input type="checkbox"/> | <input type="checkbox"/> | \$ |
| <input checked="" type="checkbox"/> Reasonable access to required medical treatment | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 34.87 \$ 15.16 TRSP |
| <input checked="" type="checkbox"/> Transportation to needed off-site services | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 34.87 \$ 15.16 TRSP |
| <input checked="" type="checkbox"/> Self-sufficiency skills | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 34.87 \$ 15.16 |
| <input checked="" type="checkbox"/> Enhancement of independent living skills | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 34.87 - BASIC \$ 22.74 TRSP |
| <input checked="" type="checkbox"/> Other: <i>MEDICAL + PSYCHIATRIC DIAGNOSIS</i> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 34.87 BASIC \$ 22.74 TRSP |
| <input type="checkbox"/> Other: | <input type="checkbox"/> | <input type="checkbox"/> | \$ |
| <input type="checkbox"/> Other: | <input type="checkbox"/> | <input type="checkbox"/> | \$ |
| TARGET POPULATION* | | | |
| Please indicate if you are capable of serving the following individuals in your facility(ies) by placing a check in the appropriate boxes: | | | |
| <input type="checkbox"/> Individuals dependent on wheelchairs* | | | |
| <input checked="" type="checkbox"/> Individuals dependent on walking devices (walkers or other walking assistance devices)* | | | |
| <input type="checkbox"/> Individuals with amputated limbs* | | | |
| <input checked="" type="checkbox"/> Individuals with a visual impairments, including legal blindness* | | | |
| <input type="checkbox"/> Individuals with colostomy bags* | | | |

Garden Manor
 Description of Services & Rates
 FY 2017-18 through FY 2020-21

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Individuals with diabetes (for maintenance, including but not limited to, insulin injections and blood sugar monitoring)* |
| <input checked="" type="checkbox"/> | Individuals dependent on oxygen* |
| <input type="checkbox"/> | Individuals requiring assistance with catheters * |
| <input checked="" type="checkbox"/> | Individuals chronically inebriated (due to alcohol addiction and/or dependence) |
| <input checked="" type="checkbox"/> | Individuals on a LPS Conservatorship moving from locked out of town Institutes of Mental Disease (IMD) |
| <input checked="" type="checkbox"/> | Individuals from acute inpatient psychiatric facilities |
| <input checked="" type="checkbox"/> | Individuals with a history of aggressive behaviors such as recent physical aggressive episodes toward others, including staff |
| <input checked="" type="checkbox"/> | Individuals with a history of elopements (not returning to the facility by curfew) |
| <input type="checkbox"/> | Individuals with a history of fire setting |
| <input checked="" type="checkbox"/> | Individuals with previous convictions for sexual assault, or identified as sex offenders |
| <input type="checkbox"/> | Young adults between the ages of 18 – 24 years old |
| <input checked="" type="checkbox"/> | Individuals with mild development delays, such as borderline intellectual functioning with an IQ of just below 80 |
| <input type="checkbox"/> | Other (please describe): |
| <input type="checkbox"/> | Other (please describe): |

*Please note: possession of care exemptions approved by Community Care Licensing (CCL) will be required to provide services to individuals with specialized medical needs.

The Chimes Home
 Description of Services & Rates
 FY 2017-18 through FY 2020-21

Check the box(es) that represent the services being offered:

- Transitional Residential Services Program (TRSP)
 Specialized Transitional Residential Services Program (STRSP)

| SERVICES | | | |
|--|-------------------------------------|--------------------------|-----------|
| Identify the services that will be provided within your facility(ies): | Basic | Enhanced | Rates |
| <input checked="" type="checkbox"/> Reasonable access to required medical treatment | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ 200.00 |
| <input type="checkbox"/> Up-to-date psychopharmacology | <input type="checkbox"/> | <input type="checkbox"/> | \$ |
| <input type="checkbox"/> Bilingual/bicultural programming | <input type="checkbox"/> | <input type="checkbox"/> | \$ |
| <input checked="" type="checkbox"/> Reasonable access to required medical treatment | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ 200.00 |
| <input checked="" type="checkbox"/> Transportation to needed off-site services | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ 200.00 |
| <input checked="" type="checkbox"/> Self-sufficiency skills | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ 300.00 |
| <input checked="" type="checkbox"/> Enhancement of independent living skills | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ 300.00 |
| <input type="checkbox"/> Other: | <input type="checkbox"/> | <input type="checkbox"/> | \$ |
| <input type="checkbox"/> Other: | <input type="checkbox"/> | <input type="checkbox"/> | \$ |
| <input type="checkbox"/> Other: | <input type="checkbox"/> | <input type="checkbox"/> | \$ |
| TARGET POPULATION* | | | |
| Please indicate if you are capable of serving the following individuals in your facility(ies) by placing a check in the appropriate boxes: | | | |
| <input type="checkbox"/> Individuals dependent on wheelchairs* | N.A. | | |
| <input type="checkbox"/> Individuals dependent on walking devices (walkers or other walking assistance devices)* | N.A. | | |
| <input type="checkbox"/> Individuals with amputated limbs* | N.A. | | |
| <input type="checkbox"/> Individuals with a visual impairments, including legal blindness* | N.A. | | |
| <input type="checkbox"/> Individuals with colostomy bags* | N.A. | | |

The Chimes Home
 Description of Services & Rates
 FY 2017-18 through FY 2020-21

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | Individuals with diabetes (for maintenance, including but not limited to, insulin injections and blood sugar monitoring)* |
| <input type="checkbox"/> | Individuals dependent on oxygen* <i>n.a.</i> |
| <input type="checkbox"/> | Individuals requiring assistance with catheters * <i>n.a.</i> |
| <input checked="" type="checkbox"/> | Individuals chronically inebriated (due to alcohol addiction and/or dependence) |
| <input checked="" type="checkbox"/> | Individuals on a LPS Conservatorship moving from locked out of town Institutes of Mental Disease (IMD) |
| <input checked="" type="checkbox"/> | Individuals from acute inpatient psychiatric facilities |
| <input checked="" type="checkbox"/> | Individuals with a history of aggressive behaviors such as recent physical aggressive episodes toward others, including staff |
| <input checked="" type="checkbox"/> | Individuals with a history of elopements (not returning to the facility by curfew) |
| <input checked="" type="checkbox"/> | Individuals with a history of fire setting |
| <input type="checkbox"/> | Individuals with previous convictions for sexual assault, or identified as sex offenders |
| <input type="checkbox"/> | Young adults between the ages of 18 – 24 years old |
| <input type="checkbox"/> | Individuals with mild development delays, such as borderline intellectual functioning with an IQ of just below 80 |
| <input type="checkbox"/> | Other (please describe): |
| <input type="checkbox"/> | Other (please describe): |

*Please note: possession of care exemptions approved by Community Care Licensing (CCL) will be required to provide services to individuals with specialized medical needs.

Check the box(es) that represent the services being offered:

- Transitional Residential Services Program (TRSP)
 Specialized Transitional Residential Services Program (STRSP)

| SERVICES | | | | |
|--|---|--------------------------|-------------------------------------|------------------------|
| Identify the services that will be provided within your facility(ies): | | Basic | Enhanced | Rates |
| <input checked="" type="checkbox"/> | Reasonable access to required medical treatment | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 95.00 (*) |
| <input checked="" type="checkbox"/> | Up-to-date psychopharmacology | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 95.00 (*) |
| <input checked="" type="checkbox"/> | Bilingual/bicultural programming | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 95.00 (*) |
| <input checked="" type="checkbox"/> | Reasonable access to required medical treatment | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 95.00 (*) |
| <input checked="" type="checkbox"/> | Transportation to needed off-site services | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 95.00 (*) |
| <input checked="" type="checkbox"/> | Self-sufficiency skills | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 95.00 (*) |
| <input checked="" type="checkbox"/> | Enhancement of independent living skills | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 95.00 (*) |
| <input checked="" type="checkbox"/> | Other: one on one supervision (per hour rate) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 20phr/480perday (*) |
| <input checked="" type="checkbox"/> | Other: Special services to meet very difficult client needs (2x rate) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ 190.00 (*) |
| <input checked="" type="checkbox"/> | (*) SSI rate to be paid in addition to "enhanced service rate". | <input type="checkbox"/> | <input type="checkbox"/> | \$ SSI rate (*) |
| <input type="checkbox"/> | Other: SSI rate set annually by State/Fed Government. | <input type="checkbox"/> | <input type="checkbox"/> | |
| TARGET POPULATION* | | | | |
| X Other: Bed hold rate to be based on SSI.....rate per day not to exceed 7 days. | | | | |
| Please indicate if you are capable of serving the following individuals in your facility(ies) by placing a check in the appropriate boxes: | | | | |
| <input checked="" type="checkbox"/> | Individuals dependent on wheelchairs* | | | |
| <input checked="" type="checkbox"/> | Individuals dependent on walking devices (walkers or other walking assistance devices)* | | | |
| <input checked="" type="checkbox"/> | Individuals with amputated limbs* | | | |
| <input checked="" type="checkbox"/> | Individuals with a visual impairments, including legal blindness* | | | |
| <input type="checkbox"/> | Individuals with colostomy bags* | | | |

Ruby's Valley Care Home
 Description of Services & Rates
 FY 2017-18 through FY 2020-21

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Individuals with diabetes (for maintenance, including but not limited to, insulin injections and blood sugar monitoring)* |
| <input checked="" type="checkbox"/> | Individuals dependent on oxygen* |
| <input type="checkbox"/> | Individuals requiring assistance with catheters * |
| <input checked="" type="checkbox"/> | Individuals chronically inebriated (due to alcohol addiction and/or dependence) |
| <input checked="" type="checkbox"/> | Individuals on a LPS Conservatorship moving from locked out of town Institutes of Mental Disease (IMD) |
| <input checked="" type="checkbox"/> | Individuals from acute inpatient psychiatric facilities |
| <input checked="" type="checkbox"/> | Individuals with a history of aggressive behaviors such as recent physical aggressive episodes toward others, including staff |
| <input checked="" type="checkbox"/> | Individuals with a history of elopements (not returning to the facility by curfew) |
| <input type="checkbox"/> | Individuals with a history of fire setting |
| <input checked="" type="checkbox"/> | Individuals with previous convictions for sexual assault, or identified as sex offenders |
| <input checked="" type="checkbox"/> | Young adults between the ages of 18 – 24 years old |
| <input checked="" type="checkbox"/> | Individuals with mild development delays, such as borderline intellectual functioning with an IQ of just below 80 |
| <input checked="" type="checkbox"/> | Other (please describe): Individual needing 1:1 to keep stable in community |
| <input checked="" type="checkbox"/> | Other (please describe): Individual with very difficult special needs |

*Please note: possession of care exemptions approved by Community Care Licensing (CCL) will be required to provide services to individuals with specialized medical needs.

**SPECIALIZED TRANSITIONAL RESIDENTIAL SERVICES (STRSP)
AUTHORIZATION FORM**

Date: _____ Initial Assessment Reassessment

Client Name: _____ Gender: Male Female

Chart #: _____ SSN #: _____ D.O.B. _____

Diagnosis
(please use the code): _____ LPS: Yes No

Axis III Special needs: _____

| | |
|---|--|
| <p>Race/Ethnicity:</p> <p><input type="checkbox"/> Asian Pac. Islander <input type="checkbox"/> Latino</p> <p><input type="checkbox"/> Native American <input type="checkbox"/> Caucasian</p> <p><input type="checkbox"/> African-American <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Filipino <input type="checkbox"/> Unknown</p> | <p>Currently at or came from:</p> <p>Currently at or going to:</p> <p>Date of Placement:</p> |
|---|--|

Case Manager Name: _____ Program Name: _____

Phone # and ext.: _____

*******FOR REVIEWERS USE ONLY*******

APPROVED DENIED Date: _____

Supplemental Transitional Board & Care Services Monthly Billing Invoice Admissions/Discharges

Billing Month: _____ **Invoice Date:** _____
Name of Facility: _____ **Capacity:** _____
Remittance Address: _____ **Vacancy(ies):** _____
Administrator Signature: _____ **FY 2017-18 Supplemental Daily Rate:** _____

| Resident Name | Case Manager | Admit Date | Discharge Date | # Days in Facility | Comments | Basic Rent | Supplemental Rate | Total |
|---------------|--------------|------------|----------------|--------------------|----------|------------|-------------------|-------|
| 1 | | | | | | \$ - | \$ - | \$ - |
| 2 | | | | | | \$ - | \$ - | \$ - |
| 3 | | | | | | \$ - | \$ - | \$ - |
| 4 | | | | | | \$ - | \$ - | \$ - |
| 5 | | | | | | \$ - | \$ - | \$ - |
| 6 | | | | | | \$ - | \$ - | \$ - |
| 7 | | | | | | \$ - | \$ - | \$ - |
| 8 | | | | | | \$ - | \$ - | \$ - |
| 9 | | | | | | \$ - | \$ - | \$ - |
| 10 | | | | | | \$ - | \$ - | \$ - |
| 11 | | | | | | \$ - | \$ - | \$ - |
| 12 | | | | | | \$ - | \$ - | \$ - |
| 13 | | | | | | \$ - | \$ - | \$ - |
| 14 | | | | | | \$ - | \$ - | \$ - |
| 15 | | | | | | \$ - | \$ - | \$ - |
| 16 | | | | | | \$ - | \$ - | \$ - |
| 17 | | | | | | \$ - | \$ - | \$ - |
| 18 | | | | | | \$ - | \$ - | \$ - |
| 19 | | | | | | \$ - | \$ - | \$ - |
| 20 | | | | | | \$ - | \$ - | \$ - |
| 21 | | | | | | \$ - | \$ - | \$ - |
| 22 | | | | | | \$ - | \$ - | \$ - |
| 23 | | | | | | \$ - | \$ - | \$ - |
| 24 | | | | | | \$ - | \$ - | \$ - |
| TOTAL: | | | | | | \$ - | \$ - | \$ - |

MENTAL HEALTH STATE 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 Program (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 Paragraph One (1) of the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer,

rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

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

D. Nepotism

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

5. PATIENTS' RIGHTS

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

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

| | | | | |
|-----------------------------------|--|--------------------------|-------|-------------------------------|
| I. Identifying Information | | | | |
| Name of entity | | | D/B/A | |
| Address (number, street) | | | City | State |
| | | | | ZIP code |
| CLIA number | | Taxpayer ID number (EIN) | | Telephone number () |

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

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

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

| NAME | ADDRESS | EIN |
|------|---------|-----|
| | | |
| | | |
| | | |

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

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

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

| NAME | ADDRESS | PROVIDER NUMBER |
|------|---------|-----------------|
| | | |
| | | |
| | | |

YES NO

IV. A. Has there been a change in ownership or control within the last year?
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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

(1) Company Board Member Information:

| | | | |
|-------------------|--|--------------|--|
| Name: | | Date: | |
| Job Title: | | | |

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

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(5) Authorized Signature

| | | | |
|-------------------|--|--------------|--|
| Signature: | | Date: | |
|-------------------|--|--------------|--|