AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of June, 2020, 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, "List of Providers**", attached hereto and by this reference incorporated herein, collectively hereinafter referred to as PROVIDERS", and such additional PROVIDERS as may, from time to time during the term of this Agreement, be added by COUNTY with the Department of Behavioral Health (DBH) Director, or designee, approval. References in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each PROVIDER, unless otherwise specified.

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Behavioral Health, is a Mental Health Plan as defined in Title 9 of the California Code of Regulations (C.C.R.), section 1810.226; and

WHEREAS, COUNTY, through its Mental Health Plan is in need of PROVIDERS to provide specialty mental health services to certain COUNTY's Medi-Cal beneficiaries, as specified in this Agreement and as part of the Mental Health Plan, submitted to the California Department of Health Care Services, pursuant to Article 5, section 14680-14685, Chapter 8.8, Division 9, Welfare and Institutions Code, and originally approved by the COUNTY Board of Supervisors on March 17, 1998, and again on May 16, 2006, and updated year-to-year; and

WHEREAS, PROVIDERS are qualified and willing to provide said services pursuant to the terms and conditions of this Agreement; and

WHEREAS, it is to the mutual benefit of the parties hereto that an effective and economical mental health managed care program be provided through a locally-administered program.

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

1. SERVICES

A. PROVIDERS shall provide specialty mental health services as a "Provider", specifically identified as either a "Group Provider" or "Individual Provider":

"Provider" shall mean any mental health professional licensed in the State of California as a psychiatrist, psychologist, clinical social worker, professional clinical counselor, marriage and family therapist, or a registered nurse with a Master's Degree, hereinafter referred to as "Provider", and contracting with County to render certain covered services to Clients, pursuant to the terms and conditions of this Agreement and as addressed in the "Fresno County Mental Health Plan Individual/Group Provider Manual" (http://www.co.fresno.ca.us/departments/behavioral-health/managed-care/contract-providers/provider-manual).

"Group Provider" is an organization that provides specialty mental health services through two or more individual providers. Group Providers include entities such as independent practice associations, hospital outpatient departments, health care service plans and clinics.

"Individual Provider" is a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Provider includes licensed physicians, licensed psychologists, licensed clinical social workers, licensed marriage, family and child counselors, licensed professional clinical counselors, and registered nurses with a master's degree within their scope of practice. Individual Provider does not include licensed mental health professionals when they are acting as employees of an organizational provider or PROVIDERS of organizational providers other than the Mental Health Plan.

B. PROVIDERS shall provide specialty mental health services as listed in the identified "Covered Services" listed below:

1. "Covered Services" with requirements as identified in the current Fresno County Mental Health Plan Individual/Group Provider Manual (hereinafter "Provider Manual"), together with any amendments or changes to the manual, and only when rendered by professionals who meet the appropriate requirements to render Covered Services as described herein:

a. Rehabilitative services, including mental health services, and medication services.

b. Psychiatric inpatient hospital professional services.

c. Targeted case management.

d. Psychiatric services.

e. Psychologist services.

f. Early and Periodic Screening Diagnosis and Treatment (EPSDT) supplemental specialty mental health services.

g. Psychiatric nursing facility professional services.

2. These Covered Services are subject to the limitations set forth in the statewide Medi-Cal Program, which is in accordance with Title 9, California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services, unless specifically exempted by the COUNTY.

3. Exempted services shall be only those services identified as excepted, authorized in advance as exempted, and shall only apply to a specific and discreet time period and number of authorized exempted services. Any one authorization to a PROVIDERS for exempted services to a client shall not infer nor constitute subsequent or combined authorization for additional exempted services to that client, nor to any other client, nor to the PROVIDERS, nor to any other PROVIDERS.

4. Covered Services provided shall be subject to the limitations and procedures listed in the Provider Manual, unless PROVIDERS is notified by COUNTY of a modification to that policy.

C. PROVIDERS shall provide specialty mental health services as a Provider, and recognize the "Imposition of Additional Controls" as listed and identified below:

"Imposition of Additional Controls" – PROVIDERS recognizes that the COUNTY, through the utilization management and quality improvement process, may be required to take action necessitating consultation with its Medical Director or with other physicians prior to authorization of Covered Services or to terminate this Agreement. In the interest of program integrity or the welfare of clients, COUNTY may introduce additional utilization controls as may be necessary at any time and without advance notice to PROVIDERS. In the event of such change, COUNTY shall notify PROVIDERS in writing, and the change shall take effect upon the tenth (10th) calendar day following the deposit of said notice, by COUNTY, in the United States mail, postage prepaid.

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2. TERM

This Agreement shall become effective on the 1st day of July 2020, and shall terminate on the 30th day of June 2023. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon approval of COUNTY no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director, Department of Behavioral Health, or his or her designee is authorized to execute such written approval on behalf of COUNTY based on PROVIDER's satisfactory performance of this Agreement.

3. TERMINATION

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

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

1) An illegal or improper use of funds;

2) A failure to comply with any term of this Agreement;

3) A substantially incorrect or incomplete report submitted to COUNTY;

4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the PROVIDERS. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the PROVIDERS the repayment to the COUNTY of any funds disbursed to PROVIDERS under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement.
PROVIDERS shall promptly refund any such funds upon demand or, at COUNTY's option, such repayment shall be deducted from future payments owing to PROVIDERS under this Agreement.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by PROVIDERS, COUNTY or COUNTY's DBH Director, or designee,

upon the giving of ninety (90) days advance written notice of an intention to terminate.

D. If termination is initiated by COUNTY the date of such termination shall be set by consideration for the welfare of individuals being served and necessary allowance for notification of PROVIDERS and individuals being served, and PROVIDERS shall be notified in accordance with the notice provisions in Section Thirty-Six (36).

E. If termination is initiated by PROVIDERS, termination shall require ninety (90) days advance written notice of intent to terminate (with allowance for appropriate clinical transition of individuals being served prior to termination of services), transmitted by PROVIDER to COUNTY by Certified or Registered U.S. Mail, Return Receipt Requested, addressed to the office of COUNTY as follows:

Director (or designee)
Department of Behavioral Health
1925 E. Dakota Ave.
Fresno, CA 93726

F. This Agreement terminates automatically, and this provision is self-executing in any of the following situations: loss or suspension of licensure by a PROVIDERS; charges to any individual being served by PROVIDERS other than authorized share of cost payments; PROVIDERS' failure to abide by COUNTY's Quality Assurance/Improvement decisions; PROVIDERS' failure to adhere to the provisions contained in the Provider Manual; PROVIDERS' failure to meet COUNTY's qualification criteria.

G. COUNTY's DBH may terminate a provider for cause upon ten (10) days prior written notice to PROVIDERS. In such event, PROVIDERS shall be paid for services performed pursuant hereto prior to the effective date of termination. Either party hereto may terminate a provider without cause, upon ninety (90) days prior written notice.

H. Regardless of reason for termination, the number of services to be provided and duration of time for the appropriate clinical transition of individuals being served prior to termination of services shall be at the sole discretion of COUNTY.

I. In the event of the closure of business by PROVIDERS and/or death or withdrawal of PROVIDERS from practice, this Agreement shall terminate immediately.

J. Upon termination of this Agreement for any reason, PROVIDERS shall ensure an orderly transition of care for individuals under treatment, including but not limited to the transfer of individuals' medical/clinical records.

K. In the event that COUNTY terminates this Agreement as to one or more PROVIDERS, this Agreement shall stay in full force and effect as to the remaining PROVIDERS. Termination of one or more PROVIDERS from this Agreement shall not terminate the Agreement as to the remaining PROVIDERS.

4. COMPENSATION

A. COUNTY agrees to pay PROVIDERS and PROVIDERS agrees to receive compensation at the reimbursement rates identified in Exhibit B, "Individual and Group Provider Fee Schedule", attached hereto and incorporated herein by this reference.

For the period effective from July 1, 2020 through June 30, 2021, the maximum compensation amount under this Agreement shall not exceed Four Million, Two Hundred Eighty-Three Thousand, Four Hundred Ninety and No/100 Dollars ($4,283,490.00) for all PROVIDERS combined.

For the period effective from July 1, 2021 through June 30, 2022, the maximum compensation amount under this Agreement shall not exceed Four Million, Four Hundred Eleven Thousand, Nine Hundred Ninety-Four and No/100 Dollars ($4,411,994.00) for all PROVIDERS combined.

For the period effective from July 1, 2022 through June 30, 2023, the maximum compensation amount under this Agreement shall not exceed Four Million, Five Hundred Forty-Four Thousand, Three Hundred Fifty-Four and No/100 Dollars ($4,544,354.00) for all PROVIDERS combined.

For the period effective from July 1, 2023 through June 30, 2024, the maximum compensation amount under this Agreement shall not exceed Four Million, Six Hundred Eighty Thousand, Six Hundred Eighty-Five and No/100 Dollars ($4,680,685.00) for all PROVIDERS combined.

For the period effective from July 4, 2024 through June 30, 2025, the maximum compensation amount under this Agreement shall not exceed Four Million, Eight Hundred Twenty-One Thousand, One Hundred Six and No/100 Dollars ($4,821,106.00) for all PROVIDERS combined.

For the entire term of this Agreement, the total maximum compensation amount under this Agreement shall not exceed Twenty-Two Million, Seven Hundred Forty-One Thousand, Six Hundred Twenty-Nine and No/100 Dollars ($22,741,629.00) for all PROVIDERS combined.

B. Payments shall be made upon certification or other proof satisfactory to COUNTY's DBH that services have actually been performed by PROVIDERS as specified in this Agreement.

It is understood that all expenses incidental to PROVIDERS performance of services under this Agreement shall be borne by PROVIDERS. If PROVIDERS fails to comply with any provision of this Agreement or provisions contained within the Provider Manual, COUNTY shall be relieved of its obligation for further compensation.

C. Payments shall be made by COUNTY to PROVIDERS in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt and approval by COUNTY of the monthly invoicing as described in Section 5 herein. The parties acknowledge that the PROVIDERS will be performing hiring, training, and submitting credentialing applications of staff to COUNTY, configuring the facility and office space, and obtaining site certification from the COUNTY's DBH Mental Health Plan. COUNTY shall not compensate for any services provided at PROVIDER's facility or office space that has not obtained prior site certification, and if PROVIDERS relocates, expands, or adds additional facilities or office space, new facilities or office space must also obtain site certification from the COUNTY's DBH Mental Health Plan prior to the delivery of any Medi-Cal reimbursable specialty mental health services. COUNTY shall not compensate PROVIDERS if the PROVIDERS of covered services are have not obtained credentialing approval from the COUNTY's DBH Mental Health Plan prior to the delivery of Medi-Cal reimbursable services under this Agreement.

D. COUNTY shall not be obligated to make any payments under this Agreement if the request for payment is received by COUNTY more than sixty (60) days after this Agreement has terminated or expired.

All final claims shall be submitted by PROVIDERS within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended

by PROVIDERS pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

E. The services provided by PROVIDERS under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payments to PROVIDERS. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

F. PROVIDERS shall be held financially liable for any and all future disallowances/audit exceptions due to PROVIDERS deficiency discovered through the State audit process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to PROVIDERS. PROVIDERS shall not receive reimbursement for any units of services rendered that are disallowed or denied by the Mental Health Plan utilization review process or through the California Department of Health Care Services (DHCS) cost report audit settlement process as described in Section 15 of this Agreement for Medi-Cal eligible clients.

5. PAYMENT AND CLAIMS PROCESSING

A. Condition for Payment – COUNTY will reimburse PROVIDERS for Covered Services rendered to clients only when all of the following conditions are met:

1. The client is eligible for Medi-Cal Program benefits at the time the Covered Service is rendered by PROVIDERS;

2. The service is Covered/Billable under the Mental Health Plan according to the terms and conditions set forth in the Provider Manual in effect at the time said services are rendered by PROVIDERS;

3. Claims for payment are submitted within thirty (30) days after the month in which services were rendered;

4. PROVIDER's staff has submitted a credentialing application and support

documentation for review and has been approved by the COUNTY's Mental Health Plan prior to the delivery of the covered service; and

5. The covered service, if provided by an Associate working at PROVIDER's site has received adequate clinical supervisor during the timeframe in accordance with 9 CCR 1840.314 (e)(1)(F).

B. Claims – PROVIDERS shall obtain and complete claim forms as adopted by the COUNTY, as may be amended from time to time for use in the Mental Health Plan, for Covered Services rendered to clients, and shall submit completed claims to COUNTY within thirty (30) days after the month in which services were rendered. For claims submitted for the payment of inpatient care, fees shall be submitted within sixty (60) days after the month in which services were rendered. Payment by COUNTY for PROVIDERS' services shall be in arrears within forty-five (45) days after receipt and verification of PROVIDERS' claims by the COUNTY. PROVIDER certifies that with each claim submitted that the Covered Services were provided solely by a Mental Health Services PROVIDER. PROVIDERS further certifies with each claim submitted, that no active employee of COUNTY has provided any service to any clients on said claim, (Government Code § 1090 and Fresno County Charter § 41). Should PROVIDERS fail to comply with any provision of this Agreement, COUNTY shall be relieved of any obligation to compensate for services provided. It is understood by all parties that all expenses incidental to PROVIDERS' performance of services under this Agreement shall be borne by PROVIDERS.

It is understood that each claim is subject to audit for compliance with Federal and State regulations and the Provider Manual, and that COUNTY may be making payments on billings in advance of said review. In the event that a claim is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due in the amount of said disapproved billings. This remedy is not exclusive and COUNTY may seek requital from any other means, including but not limited to, a separate contract or agreement with PROVIDERS.

PROVIDERS shall submit claims at least monthly to: County of Fresno, Department of Behavioral Health, Managed Care, P.O. Box 45003, Fresno, CA 93718-9886, Attention:

Provider Relations Specialist. Claims shall be submitted on the CMS 1500 insurance form as outlined in the Provider Manual on a calendar month basis for all services provided to clients during the preceding month. Each claim shall be for one client only and shall include the name of individual client, type of service, time and date of service, COUNTY billing code, and duration of service. COUNTY shall have the right to deny payment for invoices not submitted within thirty (30) days after the month in which services were rendered, with the exception of claims submitted by PROVIDERS which received a prior authorization from COUNTY. Any other claiming mechanism must be approved by COUNTY's DBH and the Provider Manual.

COUNTY shall not make payment for services rendered to clients which are, in the opinion of COUNTY, determined to be not medically necessary or which have not been authorized for reimbursement by COUNTY.

C. Claim Submission

Individual Providers shall submit hard copy claims to COUNTY as identified in Section 5, herein. Group Providers may have the option of submitting hard copy claims as identified herein, or to submit electronic billing for services directly through the COUNTY's billing module, AVATAR. For Group Providers that decide to enter electronic claiming data, PROVIDERS must attend COUNTY's Business Office training on the AVATAR claiming module.

PROVIDERS must provide all necessary data to allow the COUNTY to bill Medi-Cal and any other third-party source, for services and meet State and Federal reporting requirements. For any Group Providers entering data directly into AVATAR, the necessary data can be provided by a variety of means, including, but not limited to: 1) direct data entry into COUNTY's information system; 2) providing an electronic file compatible with COUNTY's information system; or 3) integration between COUNTY's information system and the Group Provider's information system.

Data entry shall be the responsibility of the Group Providers. The data for billing must be reconciled by the Group Providers to the monthly claims submitted for payment. COUNTY shall monitor the number and dollar amount of services entered into AVATAR. Group Providers shall comply with all applicable policies, procedures, directives, and guidelines regarding the use of COUNTY's billing system.

D. Medi-Cal Certification and Mental Health Plan Compliance

1. **Individual and Group Providers:**

All PROVIDERS will establish and maintain Medi-Cal certification or become certified within ninety (90) days of the effective date of this Agreement through the COUNTY to provide reimbursable services to Medi-Cal eligible clients. Claims for covered services provided by any PROVIDERS prior to obtaining Medi-Cal certification through the COUNTY Mental Health Plan are not eligible for reimbursement. In addition, PROVIDERS shall work with the COUNTY's DBH Managed Care Division for credentialing of staff. PROVIDERS will be required to become Medi-Cal certified prior to providing services to Medi-Cal eligible clients and seeking reimbursement in COUNTY's billing system. Group Providers will not be reimbursed by COUNTY for any Medi-Cal services rendered prior to certification.

2. **Utilization of Associates:**

Medi-Cal billing shall be in accordance with the Mental Health Plan.

Medi-Cal can be billed for direct specialty mental health services of unlicensed staff as long as the individual is employed under the direct supervision of a licensed mental professional in accordance with 9 CCR 1840.314 (e)(1)(F) and who is credentialed by the Mental Health Plan. Eligible unlicensed staff are any mental health professional with a Master's Degree or higher and registered with the State of California as a Registered Waivered Psychologist, Registered Associate Social Worker, Registered Associate Professional Clinical Counselor, or Registered Associate Marriage and Family Therapist.

A licensed professional in private practice who has satisfied the requirements of subdivision (g) of BPC Chapter 13, Section 4980.03 may supervise or employ, at any one time, no more than a total of three individuals registered as an associate marriage and family therapist, associate professional clinical counselor, associate clinical social worker, or registered psychologist in that private practice. In accordance with BPC Chapter 13, Section 4980.43.3(d), an Associate may not be under the supervision of a spouse, relative, or domestic partner, or an individual with whom the Associate has had or currently has a personal, professional, or business relationship that undermines the authority or effectiveness of the supervision.

The individual directing a service is not required to be physically present at the service site to exercise direction. The licensed professional directing a service assumes ultimate responsibility for the Rehabilitative Mental Health Service provided. Services are provided under the direction of: a physician; a licensed or waivered psychologist; a licensed, waivered or registered social worker; a licensed, waivered or registered marriage and family therapist; a licensed, waivered or registered professional clinical counselor, or a registered nurse (including a certified nurse specialist, or a nurse practitioner).

Pursuant to BPC Chapter 13, Sections 4980.43, 4996.23, and 4999.47, all Mental Health Plan unlicensed staff shall be at all times under the supervision of a supervisor who shall be responsible for ensuring that the extent, kind, and quality of counseling performed is consistent with the training and experience of the person being supervised, and who shall be responsible to the Board of Behavioral Sciences for compliance with all laws, rules, and regulations. Unlicensed staff shall not be employed as independent contractors, and shall not gain experience for work performed as an independent contractor, reported on an IRS Form 1099, or both.

An associate who is employed in a Group Provider setting shall be under the direct supervision of a licensee at all times to satisfy Sections 4980.03(g), 4996.23, 4999.47, and the supervising licensee must be credentialed with the COUNTY through the PROVIDER's practice. In addition, direct supervision must be arranged for and provided to the associate when a supervising licensee's vacation or sick leave exceeds one week. The supervising licensee shall either be employed by and practice at the same site as the Associate's employer, or shall be an owner or shareholder of the private practice. All supervising licensees must be credentialed with the COUNTY through the PROVIDER's practice. The COUNTY shall not reimburse any claims for covered services if provided by an Associate working at PROVIDER's site that has not received adequate clinical supervisor during the timeframe of service delivery in accordance with 9 CCR 1840.314 (e)(1)(F).

The Fresno County Mental Health Plan will be monitoring the supervision of associates in Group Provider settings. The monitoring will include:

a. Confirmation of identified supervisor at time of initial credentialing through the submission of a signed copy of the Associate's BBS

Responsibility Statement for Supervisors requested at time of MHP application for credentialing.

b. The identified supervisor must be an MHP credentialed provider that is the owner or employee at the same Group Provider setting.

c. The credentialing application packet for the unlicensed staff must also include evidence of completion of supervisory coursework by the identified supervisor.

d. If the supervisor leaves the practice, a new MHP credentialed supervisor must be immediately identified and a new Responsibility Statement must be submitted to the Managed Care office to maintain the associate's MHP credentialing status and continuation of reimbursement of services rendered.

e. The COUNTY must be notified by the PROVIDER within ten (10) calendar days of any change in staff, including changes in supervision for Associates employed at the PROVIDER site.

f. At no time may an associate provide and claim for services if the supervisory requirements as set forth in State regulation and the County Agreement are not met.

g. Claims for covered services provided by an Associate employed by a PROVIDER must contain the signatures of both the Associate and the licensed supervisor under "rendering provider," with the Associated National Provider Identifier (NPI) Number listed as the "rendering provider."

h. A copy of each Associate's signed BBS *Weekly Summary of Hours* must be maintained by the employer/Group Provider to demonstrate adequate supervision, and to support any claims for reimbursement of covered services provided by the Associate. Evidence of supervision will be reviewed during all provider chart

reviews.

i. A signed consent for treatment notifying clients of the therapist's status as an Associate and identifying the licensed supervisor must be part of the client record maintained at the PROVIDER's site.

j. Adherence to the State regulatory limit of 1:3 ratio for supervisor and supervisees must be observed at all PROVIDER sites. This limitation applies to all student trainees and Registered Associates within the facility, office space, or private practice setting, with the ratio applying not simply FCMHP credentialed Associates. Ratios will be monitored at time of credentialing, with the submission of service claims, and during periodic chart reviews.

It is understood that each claim is subject to audit for compliance with Federal and State regulations, and that COUNTY may be making payments in advance of said review. In the event that a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due the amount of said disapproved services. PROVIDERS shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

6. INDEPENDENT CONTRACTORS

In performance of the work, duties, and obligations assumed by PROVIDERS under this Agreement, it is mutually understood and agreed that PROVIDERS, including any and all of PROVIDER'S officers, agents, and employees will at all times be acting and performing as independent contractor(s), and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which PROVIDERS shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that PROVIDERS is performing their obligations in accordance with the terms and conditions thereof. PROVIDERS and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of

governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

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

7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

Additions to Exhibit A, "List of Providers", may be made with written approval of COUNTY's DBH Director, or designee, as defined further in Section 8 of this Agreement. Changes to the rates/types of service identified in Exhibit B, "Individual and Group Provider Fee Schedule", as established by the Mental Health Plan, may be made with written approval of COUNTY's DBH Director, or designee. Said rate/types of service changes shall not result in any change to the maximum compensation amount payable to PROVIDERS, as stated herein. PROVIDERS will be notified of any rate changes sixty (60) days prior to the effective date of the rate change.

8. ADDITIONS/DELETIONS OF PROVIDERS

COUNTY's DBH Director, or designee, reserves the right at any time during the term of this Agreement to add PROVIDERS to Exhibit A, "List of Providers". It is understood any such additions will not affect compensation paid to the other PROVIDERS under this Agreement and therefore such additions may be made by COUNTY without notice, or approval, of other PROVIDERS under this Agreement. These same provisions shall apply to the deletion of any PROVIDERS contained in Exhibit A, except that deletions shall be made by mutual written consent between COUNTY and the specific PROVIDERS to be deleted or shall be in accordance

with Section Four (4) of this Agreement.

Additions to Exhibit A, “List of Providers”, may be made with written approval of COUNTY’s DBH Director, or designee, upon COUNTY’s DBH Director, or designee, having received and approved submitted proposals for additional PROVIDERS.

As it relates to PROVIDERS who hire or subcontract the performance under this Agreement, PROVIDERS shall notify COUNTY within ten (10) days of any change in staff or subcontractors performing services for COUNTY individuals, on behalf of PROVIDERS. PROVIDERS’ new staff or subcontractors must be credentialed and approved by the COUNTY before being permitted to provide services to COUNTY individuals.

9. NON-ASSIGNMENT

No party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY and PROVIDERS.

10. HOLD-HARMLESS

PROVIDERS agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by PROVIDERS, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of PROVIDERS, their officers, agents or employees under this Agreement.

PROVIDERS agrees to indemnify COUNTY for Federal and/or State of California audit exceptions resulting from noncompliance herein on the part of PROVIDERS.

11. INSURANCE

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million 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. COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars ($250,000) per person, Five Hundred Thousand Dollars ($500,000) per accident and for property damages of not less than Fifty Thousand Dollars ($50,000), or such coverage with a combined single limit of One Million Dollars ($1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

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

D. Worker's Compensation

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

E. Child Abuse/Molestation and Social Services Coverage

PROVIDERS shall have either separate policies or umbrella policy with endorsements covering Child Abuse/Molestation and Social Services Liability coverage or have a specific endorsement on their General Commercial liability policy covering Child Abuse/Molestation and Social Services Liability. The policy limits for these policies shall be $1,000,000 per occurrence with $2,000,000 annual aggregate. The policies are to be on a per occurrence basis.

PROVIDERS shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and 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 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under PROVIDER'S policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date PROVIDERS signs this Agreement, PROVIDERS shall provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 1925 E. Dakota Ave., Fresno, CA 93726, Attention: Mental Health Contracted Services, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under PROVIDER'S policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

12. LICENSES/CERTIFICATES

Throughout each term of this Agreement, PROVIDERS and PROVIDER'S staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. PROVIDERS shall notify COUNTY immediately in writing of its inability to obtain or maintain such

licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, PROVIDERS and PROVIDER'S staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

13. RECORDS

PROVIDERS shall maintain records in accordance with Exhibit D, "Documentation Standards for Client Records", attached hereto and by this reference incorporated herein and made part of this Agreement, as well as Federal and State regulations and the Provider Manual. COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives. All medical records shall be considered the property of the COUNTY and shall be retained by the COUNTY upon termination or expiration of this Agreement.

14. REPORTS

A. Outcome Reports – PROVIDERS shall submit to COUNTY's DBH service outcome reports as requested by DBH. Outcome reports and outcome requirements are subject to change at COUNTY DBH's discretion.

B. Additional Reports – PROVIDERS shall also furnish to COUNTY such statements, records, reports, data, and other information as COUNTY's DBH may request pertaining to matters covered by this Agreement. In the event that PROVIDERS fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In addition, PROVIDERS shall provide written notification and explanation to COUNTY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

15. MONITORING

PROVIDERS agrees to extend to COUNTY's staff, COUNTY's DBH Director and DHCS, or their designees, the right to review and monitor records, programs or procedures, at any time, in regard to clients, as well as the overall operation of PROVIDER'S programs, in order to ensure compliance with the terms and conditions of this Agreement.

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16. REFERENCES TO LAWS AND RULES

In the event any law, regulation, or policy referred to in this Agreement is amended during the term thereof, the parties hereto agree to comply with the amended provision as of the effective date of such amendment.

17. COMPLIANCE WITH STATE REQUIREMENTS

PROVIDERS recognizes that COUNTY operates its mental health programs under an agreement with DHCS, and that under said agreement the State imposes certain requirements on COUNTY and its PROVIDERS and its subcontractors. PROVIDERS shall adhere to all State requirements, including those identified in Exhibit E "State Mental Health Requirements", attached hereto and by this reference incorporated herein and made part of this Agreement.

18. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

PROVIDERS shall be required to maintain Medi-Cal provider certification by Fresno County. PROVIDERS must meet Medi-Cal provider standards as listed in Exhibit F, "Medi-Cal Provider Standards", attached hereto and by this reference incorporated herein and made part of this Agreement. It is acknowledged that all references to Provider and/or Medi-Cal Provider in Exhibit F shall refer to PROVIDERS. In addition, PROVIDERS shall inform every client of their rights under the COUNTY's Mental Health Plan as described in "Fresno County Mental Health Plan Grievances and Appeals Process" Exhibit G, attached hereto and by this reference incorporated herein and made part of this Agreement. PROVIDERS shall also file an incident report for all incidents involving clients, following the Protocol for Completion of Incident Report and using the Worksheet identified in the "Fresno County Mental Health Plan Incident Reporting", Exhibit H, attached hereto and by this reference incorporated herein and made part of this Agreement, or a protocol and worksheet presented by PROVIDERS that is accepted by COUNTY'S DBH Director, or designee.

19. CONFIDENTIALITY

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

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20. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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

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

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

21. DATA SECURITY

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

A. PROVIDERS-Owned Mobile, Wireless, or Handheld Devices

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

1) PROVIDERS has received authorization by COUNTY for telecommuting purposes;

2) Current virus protection software is in place;

3) Mobile device has the remote wipe feature enabled; and

4) A secure connection is used.

B. PROVIDERS-Owned Computers or Computer Peripherals

PROVIDERS may not bring PROVIDERS-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

C. COUNTY-Owned Computer Equipment

PROVIDERS may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

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

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

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

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

H. COUNTY shall provide oversight to PROVIDERS response to all incidents arising from a possible breach of security related to COUNTY's confidential client information provided to

PROVIDERS. PROVIDERS will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. PROVIDERS will be responsible for all costs incurred as a result of providing the required notification.

22. NON-DISCRIMINATION

During the performance of this Agreement, PROVIDERS and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. PROVIDER shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. PROVIDER and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. PROVIDERS and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) PROVIDERS shall include the Non-Discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

23. CULTURAL COMPETENCY

As related to Cultural and Linguistic Competence, PROVIDERS shall comply with:

A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, national origin, sex, disability or religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and participation in federally funded programs through the provision of comprehensive and quality bilingual services.

B. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP clients, including, but not limited to, assessing the cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its language assistance program. The PROVIDERS procedures must include ensuring compliance of any sub-contracted providers with these requirements.

C. PROVIDERS shall not use minors as interpreters.

D. PROVIDERS shall provide and pay for interpreting and translation services to persons participating in PROVIDERS services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by PROVIDERS. Interpreter and translation services, including translation of PROVIDERS "vital documents" (those documents that contain information that is critical for accessing PROVIDERS services or are required by law) shall be provided to participants at no cost to the participant. PROVIDERS shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to PROVIDERS services.

E. In compliance with the State mandated Culturally and Linguistically Appropriate standards as published by the Office of Minority Health, PROVIDERS must submit to COUNTY for approval, within sixty (60) days from date of contract execution, PROVIDERS plan to address all fifteen (15) national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services (CLAS)". COUNTY's annual on-site review of PROVIDERS shall

include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, PROVIDERS plan must be updated accordingly. Cultural competency training for PROVIDERS staff should be substantively integrated into health professions education and training at all levels, both academic and functional, including core curriculum, professional licensure, and continuing professional development programs.

24. AMERICANS WITH DISABILITIES ACT

PROVIDER agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

25. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

To the extent necessary to prevent disallowance of reimbursement under section 1861(v) (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, PROVIDERS shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of these services provided by PROVIDERS under this Agreement. PROVIDERS further agrees that in the event PROVIDERS carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request of the Secretary of the United States Department of Health and Human

Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

26. SINGLE AUDIT CLAUSE

A. If PROVIDERS expends Seven Hundred Fifty Thousand Dollars ($750,000) or more in Federal and Federal flow-through monies, PROVIDERS agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. PROVIDERS shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there are negative findings, PROVIDERS must include a corrective action plan signed by an authorized individual. PROVIDERS agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DBH Business Office for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or may result in the inability of COUNTY to enter into future agreements with PROVIDERS. All audit costs related to this Agreement are the sole responsibility of PROVIDERS.

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

27. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

This provision is only applicable if PROVIDERS is a disclosing entity, fiscal agent, or managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104, and 455.106(a)(1),(2).

In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),

the following information must be disclosed by PROVIDERS by completing Exhibit I, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and made part of this Agreement. PROVIDERS shall submit this form to COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, PROVIDERS shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit I, "Disclosure of Ownership and Control Interest Statement." PROVIDERS is required to submit a set of fingerprints for any person with a 5 percent or greater direct or indirect ownership interest in PROVIDER. COUNTY may terminate this Agreement where any person with a 5 percent or greater direct or indirect ownership interest in the PROVIDER and did not submit timely and accurate information and cooperate with any screening method required in CFR, title 42, section 455.416. Submissions shall be scanned pdf copies and are to be sent via email to DBHAdministration@co.fresno.ca.us, Attention: Contracts Administration. COUNTY may deny enrollment or terminate this Agreement where any person with a 5 percent or greater direct or indirect ownership interest in PROVIDER has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

28. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

PROVIDERS is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "PROVIDERS"):

A. Within the three-year period preceding the Agreement award, they have been convicted of, or had a civil judgment rendered against them for:

1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
2. Violation of a federal or state antitrust statute;
3. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
4. False statements or receipt of stolen property.

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

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

PROVIDERS must sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit J, attached hereto and by this reference incorporated herein. Additionally, PROVIDERS must immediately advise the County in writing if, during the term of this Agreement: (1) PROVIDERS becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties' list system (http://www.sam.gov); or (2) any of the above listed conditions become applicable to PROVIDERS. PROVIDERS shall indemnify, defend and hold the COUNTY harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

29. <u>DISCLOSURE OF SELF-DEALING TRANSACTIONS</u>

This provision is only applicable if the PROVIDERS is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the PROVIDERS changes its status to operate as a corporation.

Clients of the PROVIDERS Board of Directors shall disclose any self-dealing transactions that they are a party to while PROVIDERS is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the PROVIDERS is a party and in which one or more of its directors has a material financial interest. Clients of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing

a Self-Dealing Transaction Disclosure Form (Exhibit K attached hereto and by this reference incorporated herein and made part of this Agreement) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

30. COMPLIANCE

PROVIDERS shall comply with all requirements of the "Fresno County Mental Health Compliance Program and PROVIDERS Code of Conduct and Ethics" as set forth in Exhibit C. Within thirty (30) days of entering into this Agreement with the COUNTY, PROVIDERS shall have all of PROVIDERS employees, agents and subcontractors providing services under this Agreement certify in writing, that they have received, read, understood, and shall abide by the requirements set forth in Exhibit C. PROVIDERS shall ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing services under this Agreement certify in writing that they have received, read, understood, and shall abide by the requirements set forth in Exhibit C. PROVIDERS understands that the promotion of and adherence to such requirements is an element in evaluating the performance of PROVIDERS and its employees, agents and subcontractors.

Within thirty (30) days of entering into this Agreement, and annually thereafter, all employees, agents and subcontractors providing services under this Agreement shall complete general compliance training and appropriate employees, agents and subcontractors shall complete documentation and billing or billing/reimbursement training. All new employees, agents and subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is required to attend training shall certify in writing that he or she has received the required training. The certification shall specify the type of training received and the date received. The certification shall be provided to the COUNTY's Compliance Officer at1925 E. Dakota Ave. Fresno, CA 93726. PROVIDERS agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of PROVIDERS violation of the terms of this Agreement.

31. ASSURANCES

In entering into this Agreement, PROVIDERS certifies that it nor any of its officers are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs: that it or any of its officers have not been convicted of a criminal offense related to the

provision of health care items or services; nor has it or its officers been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that PROVIDERS is ineligible on these grounds, COUNTY will remove PROVIDERS from responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such PROVIDERS from any position in which PROVIDERS compensation, or the items or services rendered, ordered or prescribed by PROVIDERS may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as PROVIDERS is reinstated into participation in the Federal Health Care Programs.

A. If COUNTY has notice that PROVIDERS or its officers has been charged with a criminal offense related to any Federal Health Care Program, or is proposed for exclusion during the term on any contract, PROVIDERS and COUNTY shall take all appropriate actions to ensure the accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such circumstances, COUNTY may request that PROVIDERS cease providing services until resolution of the charges or the proposed exclusion.

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

1. In the event the potential employee or subcontractor informs PROVIDERS that he or she is excluded, suspended, debarred or otherwise ineligible, or has been convicted of a criminal offense relating to the provision of health care services, and PROVIDERS hires or engages such potential employee or subcontractor, PROVIDERS will ensure that said employee or subcontractor does no work, either directly or indirectly relating to services provided to COUNTY.

2. Notwithstanding the above, COUNTY at its discretion may terminate this

Agreement in accordance with Section 3 of this Agreement, or require adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of PROVIDERS will perform work, either directly or indirectly, relating to services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY clients.

C. PROVIDERS shall verify (by asking the applicable employees and subcontractors) that all current employees and existing subcontractors who, in each case, are expected to perform professional services under this Agreement: (1) are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a criminal offense related to the provision of health care items or services; and (3) have not been reinstated to participation in the Federal Health Care Program after a period of exclusion, suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs PROVIDERS that he or she is excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of health care services, PROVIDERS will ensure that said employee or subcontractor does no work, either direct or indirect, relating to services provided to COUNTY.

1. PROVIDERS agree to notify COUNTY immediately during the term of this Agreement whenever PROVIDERS learns that an employee or subcontractor who, in each case, is providing professional services under Section 1 this Agreement is excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal offense relating to the provision of health care services.

2. Notwithstanding the above, COUNTY at its discretion may terminate this Agreement in accordance with Section 3 of this Agreement, or require adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of PROVIDERS will perform work, either directly or indirectly, relating to services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY clients.

D. PROVIDERS agrees to cooperate fully with any reasonable requests for

information from COUNTY which may be necessary to complete any internal or external audits relating to PROVIDERS compliance with the provisions of this Section 32.

E. PROVIDERS agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of PROVIDERS violation of PROVIDERS obligations as described in this Section 32.

32. COMPLAINTS

PROVIDERS shall log complaints and the disposition of all complaints from a client or a client's family. PROVIDERS shall provide a copy of the detailed complaint log entries concerning COUNTY-sponsored clients to COUNTY at monthly intervals by the tenth (10^{th}) day of the following month, in a format that is mutually agreed upon. Besides the detailed complaint log, PROVIDERS shall provide details and attach documentation of each complaint with the log. PROVIDERS shall post signs informing clients of their right to file a complaint or grievance. PROVIDERS shall notify COUNTY of all incidents reportable to state licensing bodies that affect COUNTY clients within twenty-four (24) hours of receipt of a complaint.

Within ten (10) days after each incident or complaint affecting COUNTY-sponsored clients, PROVIDERS shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and PROVIDERS disposition of, or corrective action taken to resolve the complaint. In addition, PROVIDERS shall inform every client of their rights as set forth in Exhibit G. PROVIDERS shall file an incident report for all incidents involving clients, following the Protocol and using the Worksheet identified in Exhibit H.

33. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for PROVIDERS advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section 1 of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director or designee and at a cost to be provided in Section 4 of this Agreement for

such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

34. SEPARATE AGREEMENT

It is mutually understood by the parties that this Agreement does not, in any way, create a joint venture among PROVIDERS. By execution of this Agreement, PROVIDERS understand that a separate Agreement is formed between each PROVIDER and COUNTY.

35. AUDITS AND INSPECTIONS

PROVIDERS shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. PROVIDERS shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure PROVIDERS compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars ($10,000.00), PROVIDERS shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code section 8546.7).

36. NOTICES

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

COUNTY	PROVIDERS
Director, Fresno County Department of Behavioral Health 1925 E. Dakota Ave. Fresno, CA 93726	(See Exhibit A)

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

37. GOVERNING LAW

The parties agree that for the purpose of venue, performance under this Agreement is in

Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

38. ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement between PROVIDERS and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and 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.

PROVIDERS

SEE ATTACHED EXHIBIT A

COUNTY OF FRESNO

Ernest Buddy Mendes,
Chairman of the Board of Supervisors
of the County of Fresno

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

By: Susan Bishop
Deputy

PLEASE SEE ADDITIONAL SIGNATURE PAGES ATTACHED

Fund/Subclass: 0001/10000
Account/Program: 7223/0
Organization/Cost Center: 56302666

PROVIDER (INDIVIDUAL): _____

By: _____

Print Name: _____

Title: _____

Date: _____

PROVIDER (GROUP): _____

By: _____

Print Name: _____

Title: _____
Chairman of the Board, or
President, or any Vice President

Date: _____

By: _____

Print Name: _____

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

Date: _____

Individual Providers	
Name	**Address**
Casas, Judith M.	2190 N. Winery Ave # 102 Fresno, CA 93703
Jones, Kimberly M.	5665 S. Chestnut Ave Spc 61 Fresno, CA 93725
Lynch, Nasim Nancy	5151 N. Palm Ave # 950, Fresno, CA 93704
Romero, Jorge	374 E. Shaw Ave # 140, Fresno, CA 93710
Simmons, Johnny Jr	2190 N Winery Ave, Suite 102 Fresno, CA 93703-4812
Walker, Samantha	1702 E. Bullard Ave Suite 102 Fresno, CA 93710

Group Providers	
Name	**Address**
Fresno American Indian Health Project	1551 E. Shaw Ave. #139, Fresno, CA 93710
House Psychiatric Clinic, Inc.	1322 E. Shaw Ave Suite 410 Fresno, CA 93710
Laura A Slagle, LMFT	6276 N. First St. Suite 103, Fresno, CA 93710
Promesa Behavioral Health	7120 N. Marks Ave, Fresno, CA 93711
SJET Clinical Services	418 N. 6th Street, Fowler, CA 93625

Fresno County Mental Health Plan
Individual and Group Provider Fee Schedule
Effective July 1, 2020

Service Description	Avatar Service Codes	Fresno County Rates (Rate/Minute)	
Psychiatrist			
MD Meds Eval Mngt Assessment (up to 120 min)	170	$4.65	
MD Reauthorization including plan development only (up to 60 min)	170	$4.65	
MD Med Eval Mngt Brief	172	$4.65	
MD Meds Eval Mngt Follow-Up	173	$4.65	
Individual Medical Psychotherapy	126	$1.32	
Hospital Care - Inpatient - New/Established (flat rate)	839	$110 (flat rate)	
Hospital Care - Subsequent - Bedside (flat rate)	840	$61 (flat rate)	
Inpatient Consultation - Initial - New/Established	822	$1.40	
Emergency Department	823	$1.29	
Nursing Facility Assessment	825	$1.56	
Subsequent Nursing Facility	828	$1.84	
Individual Assessment	103	$1.32	
Group Therapy	82	$1.91	
Individual or Family Psychotherapy	83	$1.91	
Family Therapy	156	$1.31	
Collateral	150	$1.31	
Case Management / Linkage & Consult	205	$0.84	
Psychologist (Licensed/Registered/Waivered)			
Individual Assessment	103	$1.25	
Individual or Family Psychotherapy	83	$1.91	
Group Therapy	82	$1.91	
Test Administration Including Pre-Interview	891	$1.09	
Collateral	150	$1.25	
Case Management / Linkage & Consult	205	$0.84	
Plan Development	159	$1.25	
Rehabilitation	158	$1.25	
LCSW/ASW, LMFT/AMFT, LPCC/APCC, RN - MS		***Licensed***	***Unlicensed***
Individual Assessment	103	$1.25	$1.07
Individual or Family Psychotherapy	83	$1.91	$1.71
Group Therapy	82	$1.91	$1.72
Collateral	150	$1.25	$1.07
Case Management / Linkage & Consult	205	$0.84	$0.75
Plan Development	159	$1.25	$1.07
Rehabilitation	158	$1.25	$1.07

FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM

CONTRACTOR CODE OF CONDUCT AND ETHICS

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ **Psychiatrist** ☐ **Psychologist** ☐ **LCSW** ☐ **LMFT**

☐ Other:_____

Signature :_____ Date : ___/____/___

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ **Psychiatrist** ☐ **Psychologist** ☐ **LCSW** ☐ **LMFT**

☐ Other:_____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/___/____

Documentation Standards For Client Records

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

A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.
    - Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
    - Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
    - Documentation will describe client's strengths in achieving client plan goals.
    - Special status situations that present a risk to clients or others will be prominently documented and updated as appropriate.
    - Documentations will include medications that have been described by mental health plan physicians, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
    - Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities will be clearly documented.
    - A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultations reports.
    - For children and adolescents, pre-natal and perinatal events and complete developmental history will be documented.
    - Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
    - A relevant mental status examination will be documented.
    - A DSM-5 diagnosis, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.

2. Timeliness/Frequency Standard for Assessment

    - An assessment will be completed at intake and updated as needed to document changes in the client's condition.
    - Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

B. Client Plans

1. Client plans will:

- have specific observable and/or specific quantifiable goals
- identify the proposed type(s) of intervention
- have a proposed duration of intervention(s)
- be signed (or electronic equivalent) by:
  - the person providing the service(s), or
  - a person representing a team or program providing services, or
  - a person representing the MHP providing services
  - when the client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
  - a physician
  - a licensed/ "waivered" psychologist
  - a licensed/ "associate" social worker
  - a licensed/ registered/marriage and family therapist or
  - a registered nurse
- In addition,
  - client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.
  - client signature on the plan will be used as the means by which the CONTRACTOR(S) documents the participation of the client
  - when the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
  - The CONTRACTOR(S) will give a copy of the client plan to the client on request.

2. Timeliness/Frequency of Client Plan:

- Will be updated at least annually
- The CONTRACTOR(S) will establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.

C. Progress Notes

1. Items that must be contained in the client record related to the client's progress in treatment include:

- The client record will provide timely documentation of relevant aspects of client care

- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
- All entries will include the date services were provided
- The record will be legible
- The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:
Progress notes shall be documented at the frequency by type of service indicated below:

A. Every Service Contact
- Mental Health Services
- Medication Support Services
- Crisis Intervention

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

All (professional level) persons employed by the COUNTY Mental Health 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 in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

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

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

C. Suspension of Compensation

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

D. Nepotism

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

5. PATIENTS' RIGHTS

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

STATE CONTRACTOR CERTIFICATION CLAUSES

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

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
b. Establish a Drug-Free Awareness Program to inform employees about:
1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.
Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under

penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was

employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body

which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

9. INSPECTION and Audit of Records and access to Facilities.

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

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

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

Medi-Cal Provider Standards

1. The Medi-Cal Provider possesses the necessary license to operate, if applicable, and any required certification.

2. The space owned, leased or operated by the Provider and used for services or staff meets local fire codes.

3. The physical plant of any site owned, leased, or operated by the Provider and used for services or staff is clean, sanitary and in good repair.

4. The Medi-Cal Provider maintains client records in a manner that meets applicable state and federal standards.

5. The Medi-Cal Provider has staffing adequate to allow the County to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.

6. The Medi-Cal Provider that provides or stores medications, the Provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:

    A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

    B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.

    C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.

    D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

    E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.

    F. A drug log is maintained to ensure the Provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.

    G. Policies and procedures are in place for dispensing, administering and storing medications.

7. The Medi-Cal Provider that provides day treatment intensive or day rehabilitation, the Provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Health Care Services' day treatment requirements. The COUNTY shall review the Provider's written program description for compliance with the State Department of Health Care Services' day treatment requirements.

8. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three (3) years. The COUNTY may also conduct additional certification reviews when:

    A. The Provider makes major staffing changes.

    B. The Provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).

    C. The Provider adds day treatment or medication support services when medications shall be administered or dispensed from the Provider site.

    D. There are significant changes in the physical plant of the Provider site (some physical plant changes could require a new fire clearance).

    E. There is change of ownership or location.

    F. There are complaints against the Provider.

    G. There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

Fresno County Mental Health Plan Grievances and Appeals Process

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

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

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

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

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

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

Fresno County Mental Health Plan
P.O. Box 45003
Fresno, CA 93718-9886
(800) 654-3937 (for more information)
(TTY) Dial 771 to reach the California Relay Service

Provider Problem Resolution and Appeals Process

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

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

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

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

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

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

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

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

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

FRESNO COUNTY MENTAL HEALTH PLAN

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- The Incident Report must be completed for all incidents involving clients. The staff person who becomes aware of the incident completes this form, and the supervisor co-signs it.
- When more than one client is involved in an incident, a separate form must be completed for each client.

Where the forms should be sent - within 24 hours from the time of the incident

- Incident Report should be sent to:

Managed Care Division Manager
Fresno County Mental Health Plan
P.O. Box 45003
Fresno, CA 93718-9886

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) _____ Where did this happen? _____
Name/DMH # _____

1. Background information of the incident:

2. Method of investigation: (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) _____
List key people involved. (witnesses, visitors, physicians, employees)

_____

_____

_____

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

Outcome severity: *Nonexistent* ☐ *inconsequential* ☐ *consequential* ☐ *death* ☐ *not applicable* ☐ *unknown* ☐

4. Response: a) corrective action, b) Plan of Action, c) other

Completed by (print name) _____
Completed by (signature) _____ Date completed _____
Reviewed by Supervisor (print name) _____
Supervisor Signature Date

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses 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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ Date: _____

_____ _____

(Printed Name & Title) (Name of Agency or Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

   a. The name of the agency/company with which the corporation has the transaction; and

   b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

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

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