

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is dated June 20, 2023 and is between each individual Contractor included in Exhibit A to this Agreement, titled “List of Contracted Facilities,” and collectively referred to as Contractor(s), and the County of Fresno, a political subdivision of the State of California (“County”). As such any additional Contractor(s) as may, from time to time during the term of this Agreement, be added by County.

Recitals

A. County, through its Department of Behavioral Health (DBH) has residents who are designated to be placed at or are being discharged from locked facilities including but not limited to State Mental Health hospitals, Institutions for Mental Disease (IMD) and locked Mental Health Resource Centers (MHRC); and

B. The Welfare and Institutions Code, section 5458(c) describes the Transitional Social Rehabilitation Program (TSRP) as a program of services provided to persons who may be expected to move towards a more independent living situation; and

C. Contractor(s) has the secured facilities, staff, and expertise, and is licensed by the State of California, to provide transitional residential mental health services, and is willing and able to provide such services to individuals referred by Fresno County pursuant to the terms and conditions of this Agreement; and

D. County, through its Department of Behavioral Health (DBH) desires to contract with licensed transitional mental health residential facilities qualified to provide such services; and

E. County entered into Master Agreement No. A-20-189 with each individual Contractor on July 1, 2020;

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

G. This Agreement shall replace, restate, and supersede Agreement No. A-20-189 in its entirety.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor(s)'s Services**

3 1.1 **Scope of Services.** The Contractor(s) shall perform all of the services provided in
4 Exhibit B to this Agreement, titled "Transitional Social Rehabilitation Program Services and
5 Requirements" and the following:

6 (A) Prior to services being rendered, authorization from County shall be required for
7 each new admission to Contractor(s)' facilities.

8 (B) Update of services shall be required for continuation of services every month
9 after admission to Contractor(s)' facilities as well as for ongoing special services.

10 (C) Authorization obtained by Contractor(s) from County shall be confirmed in written
11 format that is acceptable to both County and Contractor(s).

12 (D) County shall not be obligated to compensate Contractor(s) for: 1) any services
13 rendered during any non-authorized period; 2) for services provided in excess of an authorized
14 service period; 3) for services in excess of the number of authorized contacts; or 4) for services
15 provided to ineligible individuals.

16 (E) Contractor(s) shall be solely responsible for any acts or omission of its
17 employees and/or subcontractors while providing services under this Agreement.

18 (F) Contractor(s) may add or delete service sites involving individuals referred by
19 County with thirty (30) days advance written notice to County's DBH Director or designee, with
20 notice to the County. For Contractor(s) that provide services to Medi-Cal beneficiaries referred
21 by County and agree to comply with all applicable rules and regulations associated with the
22 Medi-Cal program, it is understood that such Contractor(s)' service sites must be licensed and
23 certified according to the State of California, Department of Health Care Services (DHCS)
24 criteria prior to being added to this Agreement and before Contractor(s) may provide services
25 under this Agreement at any new service site.

26 (G) County does not guarantee a minimum amount of services to Contractor(s).
27 County will refer/place persons served at Contractor(s)' facilities based upon County's needs.
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1 (H) It is acknowledged by all parties hereto that County's DBH shall monitor said
2 TSRP services provided by Contractor(s).

3 (I) Contractor(s) shall develop service plans for each person served which are
4 reviewed and revised, as necessary, throughout all stages of the program and include a
5 statement of short-term and long-term special services and rehabilitation goals, delineation of
6 the type and frequency of therapeutic service to be provided to each individual, and delineation
7 of those supportive services needed by the individual.

8 (J) County maintains the authority to remove persons served from the facility as
9 needed without notice to Contractor(s) as determined by the Director or designee.

10 (K) Upon expiration or termination of this Agreement for any reason, Contractor(s)
11 agrees to assist County's DBH in the placement of persons served placed by County who can
12 no longer remain at Contractor(s) facilities.

13 (L) Contractor(s) shall provide transportation services for persons served placed by
14 County to and from appointments and activities, as needed.

15 (M) For admission and discharge, County shall be responsible for and arrange
16 transportation to and from Contractor(s)' facilities.

17 (N) Contractor(s) shall give County representatives, including but not limited to Case
18 Managers and Deputy Conservators, reasonable access to persons served placed by County,
19 their records and medical records, to aid in optimizing treatment for these persons served.
20 These County representatives shall be allowed to be involved in periodic meeting with treatment
21 staff of the facility when persons served, their treatment, and progress are discussed.

22 1.2 **Representation.** The Contractor(s) represents that it is qualified, ready, willing,
23 and able to perform all of the services provided in this Agreement.

24 1.3 **Compliance with Laws.** The Contractor(s) shall, at its own cost, comply with all
25 applicable federal, state, and local laws and regulations in the performance of its obligations
26 under this Agreement, including but not limited to workers compensation, labor, and
27 confidentiality laws and regulations.

1 Contractor(s) shall provide services in conformance with all applicable state and federal
2 statutes, regulations, and sub-regulatory guidance, as from time to time amended, including but
3 not limited to:

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

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

20 Contractor(s) recognizes that County operates its mental health programs under an
21 agreement with DHCS and that under said agreement the State imposes certain requirements
22 on County and its subcontractors. Contractor(s) shall adhere to all State requirements, including
23 those identified in Exhibit C to this Agreement, titled "Behavioral Health Requirements."

24 **1.4 Meetings.** Contractor(s) shall participate in monthly, or as needed, workgroup
25 meetings consisting of staff from County's DBH to discuss service requirements, data reporting,
26 training, policies and procedures, overall program operations and any problems or foreseeable
27 problems that may arise. Contractor(s) shall also participate in other County meetings, such as
28 but not limited to quality improvement meetings, provider meetings, Behavioral Health Board

1 meetings, bi-monthly contractor meetings, etc. Schedule for these meetings may change based
2 on the needs of the County.

3 1.5 **Staffing.** Contractor(s) agrees that prior to providing services under the terms and
4 conditions of this Agreement, Contractor(s) shall have staff hired and in place for program
5 services and operations or County may, in addition to other remedies it may have, suspend
6 referrals or terminate this Agreement, in accordance with Article 7 of this Agreement.

7 1.6 **Credentialing and Recredentialing.** When requested, Contractor(s) and their
8 respective staff must follow the uniform process for credentialing and recredentialing of service
9 providers established by County, including disciplinary actions such as reducing, suspending, or
10 terminating provider’s privileges. Failure to comply with specified requirements can result in
11 suspension or termination of an individual or provider.

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

15 Contractor(s) must not employ or subcontract with providers debarred, suspended or
16 otherwise excluded (individually, and collectively referred to as “Excluded”) from participation in
17 Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set
18 forth in 42 C.F.R. §438.610. See Article 21 below.

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

25 1.7 **Criminal Background Check.** Contractor(s) shall ensure that all providers and/or
26 subcontracted providers consent to a criminal background check, including fingerprinting to the
27 extent required under state law and 42 C.F.R. § 455.434(a). Contractor(s) shall provide
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1 evidence of completed consents when requested by the County, DHCS or the US Department
2 of Health & Human Services (US DHHS).

3 1.8 **Licenses/Certificates.** Throughout each term of this Agreement, Contractor(s) and
4 Contractor(s)' staff shall maintain all necessary licenses, permits, approvals, certificates,
5 waivers and exemptions necessary for the provision of the services hereunder and required by
6 the laws and regulations of the United States of America, State of California, the County of
7 Fresno, and any other applicable governmental agencies. Contractor(s) shall notify County
8 immediately in writing of its inability to obtain or maintain such licenses, permits, approvals,
9 certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto.
10 Additionally, Contractor(s) and Contractor(s)' staff shall comply with all applicable laws, rules or
11 regulations, as may now exist or be hereafter changed.

12 1.9 **Guiding Principles.** Contractor(s) shall align programs, services, and practices with
13 the vision, mission, and guiding principles of the DBH, as further described in Exhibit D to this
14 Agreement, titled "Fresno County Department of Behavioral Health Guiding Principles of Care
15 Delivery."

16 1.10 **Clinical Leadership.** Contractor(s) shall send to County upon execution of this
17 Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their
18 clinical program. Recruitment and retaining clinical leadership with the clinical competencies to
19 oversee services based on the level of care and program design presented herein shall be
20 included in this plan. A description and monitoring of this plan shall be provided.

21 1.11 **Electronic Health Record.** Contractor(s) may maintain its records in County's
22 electronic health record (EHR) system in accordance with Exhibit E to this Agreement, titled
23 "Documentation Standards for Persons Served Records", as licenses become available. The
24 person served record shall begin with registration and intake, and include person served
25 authorizations, assessments, plans of care, and progress notes, as well as other documents as
26 approved by County. County shall be allowed to review records of services provided, including
27 the goals and objectives of the treatment plan, and how the therapy provided is achieving the
28 goals and objectives. If Contractor(s) determines to maintain its records in the County's EHR, it

1 shall provide County's DBH Director, or his or her designee, with a thirty (30) day notice. If at
2 any time Contractor(s) chooses not to maintain its records in the County's EHR, it shall provide
3 County's DBH Director, or designee, with thirty (30) days advance written notice and
4 Contractor(s) will be responsible for obtaining its own system, at its own cost, for electronic
5 health records management.

6 Disclaimer

7 County makes no warranty or representation that information entered into the County's
8 DBH EHR system by Contractor(s) will be accurate, adequate, or satisfactory for Contractor(s)'s
9 own purposes or that any information in Contractor(s)'s possession or control, or transmitted or
10 received by Contractor(s), is or will be secure from unauthorized access, viewing, use,
11 disclosure, or breach. Contractor(s) is solely responsible for person served information entered
12 by Contractor(s) into the County's DBH EHR system. Contractor(s) agrees that all Private
13 Health Information (PHI) maintained by Contractor(s) in County's DBH EHR system will be
14 maintained in conformance with all HIPAA laws, as stated in section 17.1, "Health Insurance
15 Portability and Accountability Act."

16 1.12 **Records.** Contractor(s) shall maintain records in accordance with Exhibit E. All
17 persons served's records shall be maintained for a minimum of ten (10) years from the date of
18 the end of this Agreement.

19 1.13 **Access to Records.** Contractor(s) shall provide County with access to all
20 documentation of services provided under this Agreement for County's use in administering this
21 Agreement. Contractor(s) shall allow County, CMS, the Office of the Inspector General, the
22 Controller General of the United States, and any other authorized Federal and State agencies to
23 evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all
24 records, documents, and the premises, equipment and facilities maintained by the Contractor(s)
25 pertaining to such services at any time and as otherwise required under this Agreement.

26 1.14 **Quality Improvement Activities and Participation.** Contractor(s) shall comply with
27 the County's ongoing comprehensive Quality Assessment and Performance Improvement
28 (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established

1 outcomes by following structural and operational processes and activities that are consistent
2 with current practice standards.

3 When requested, Contractor(s) shall participate in quality improvement (QI) activities,
4 including clinical and non-clinical performance improvement projects (PIPs), as requested by
5 the County in relation to State and Federal requirements and responsibilities, to improve health
6 outcomes and person's served satisfaction over time. Other QI activities include quality
7 assurance, collection and submission of performance measures specified by the County,
8 mechanisms to detect both underutilization and overutilization of services, individual and system
9 outcomes, utilization management, utilization review, provider appeals, provider credentialing
10 and re-credentialing, and person served grievances. Contractor(s) shall measure, monitor, and
11 annually report to the County its performance.

12 1.15 **Rights of Persons Served.** Contractor(s) shall comply with applicable laws and
13 regulations relating to patient's rights, including but not limited to Welfare and Institutions Code
14 Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861 through 868;
15 Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100. Contractor(s) shall ensure
16 that its subcontractors comply with all applicable patients' rights laws and regulations.

17 **Article 2**

18 **Performance Review and Reporting**

19 2.1 **Reports.** The Contractor(s) shall submit the following reports:

20 (A) **Outcome Reports**

21 Contractor(s) shall submit to County clinical program performance outcome
22 reports, as requested. Outcome reports and outcome requirements are subject to
23 change at County's discretion. Contractor(s) shall provide outcomes as stated in Exhibit
24 F.

25 (B) **Staffing Reports**

26 When requested, Contractor(s) shall submit monthly staffing reports due by the
27 10th of each month that identify all direct service and support staff by first and last name,
28 applicable licensure/certifications, and full-time hours worked to be used as a tracking

1 tool to determine if Contractor(s)'s program is staffed according to the requirements of
2 this Agreement.

3 (C) Additional Reports

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

11 2.2 **Monitoring.** Contractor(s) agrees to extend to County's staff, County's DBH,
12 and the DHCS, or their designees, the right to review and monitor records, programs, or
13 procedures, at any time, in regard to persons served, as well as the overall operation of
14 Contractor(s)'s programs, in order to ensure compliance with the terms and conditions of this
15 Agreement.

16 **Article 3**

17 **County's Responsibilities**

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

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

3 **Article 4**

4 **Compensation, Invoices, and Payments**

5 4.1 The County agrees to pay, and the Contractor(s) agrees to receive, compensation
6 for each day authorized persons served placed by County reside in Transitional Social
7 Rehabilitation Programs whether or not the person served receives Supplemental Security
8 Income (SSI)/State Supplementary Payment (SSP) funds, has Medi-Cal, private insurance, or
9 has no other coverage, at rates set within each Contractor(s)' respective Exhibit A subpart as
10 indicated on Exhibit A, which will contain their associated rates for each service. Rate setting for
11 Social Rehabilitation services shall occur on an annual basis in a format provided by, and a
12 deadline set by County. It is acknowledged by all parties hereto that said rate(s) may change
13 during the term of this Agreement pursuant to Section 24.1 and such rate changes may be
14 approved by County and become part of this Agreement. However, said rate changes shall not
15 result in any change to the maximum compensation paid under this Agreement.

16 (A) The above Transitional Social Rehabilitation service rates identified within
17 Contractor's Exhibit A subpart are combined with a prorated/daily SSI/SSP amount for Basic
18 Services which include the following components: Room and Board and Care and Supervision
19 (Maximum) and shall be determined by the Federal SSI Administration and the State of
20 California Department of Health Care Services (DHCS) and may be subject to adjustment by
21 the SSI Administration or DHCS, as appropriate, during each term of this Agreement. County
22 shall reimburse Contractor(s) the uniform statewide daily reimbursement rate as published
23 annually by Federal SSI Administration and DHCS and incorporated in Contractor's Exhibit A
24 subpart. County agrees to pay Contractor(s) the adjusted SSI/SSP amount after the effective
25 date of the adjustment is authorized by the Federal SSI Administration or DHCS, as appropriate,
26 and Contractor(s) agree to accept such reimbursement as of the effective date of such
27 adjustment, whether or not the cost of providing such services shall have exceeded the amount
28 of the payments hereunder. County shall notify Contractor(s) in writing of any rate change within

1 thirty (30) days of County receiving notice of any rate change from the SSI Administration of
2 DHCS. Notice(s) of these rate changes can be found at
3 [https://www.cdss.ca.gov/infosources/community-care-licensing/policy/provider-information-
5 notices/adult-senior-care](https://www.cdss.ca.gov/infosources/community-care-licensing/policy/provider-information-
4 notices/adult-senior-care). All parties acknowledge that no additional SSI/SSP monies will be
6 paid to the Contractor(s) by the County's Public Guardian Office (PGO), for authorized persons
7 served placed in their facilities that are SSI/SSP recipients.

8 (B) All parties agree that there will be no SSI/SSP payments whatsoever provided to
9 Contractor(s) from the Department's PGO Division for any County person served who is eligible
10 for TSRP services, regardless of whether or not person served receives SSI/SSP benefits.
11 Contractor(s) shall seek payment of the equivalent of SSI for room and board and care and
12 supervision services through this Agreement. The parties acknowledge that said equivalent SSI
13 monies to be paid to the Contractor(s) for SSI recipients are not part of funds provided from the
14 Department's PGO Division.

15 (C) In addition, the County agrees to pay, and Contractor(s) agree to receive
16 compensation for delivering specialized services authorization (SSA) services to augmented
17 services under this Agreement for persons served as authorized by County. A SSA Form must
18 be used to request services for persons who require services above and beyond Exhibit B,
19 "Transitional Social Rehabilitation Program Services and Requirements Scope of Work," of this
20 Agreement. A SSA Form may be approved/denied on a case-by-case basis by County when
21 necessary and applicable and is in addition to the approved daily rate identified in Contractor's
22 Exhibit A subpart. SSA Forms may be submitted to be reviewed/approved per person served,
23 per month by County DBH for up to a maximum of thirty (30) days, with justification.

24 Contractor(s) must submit an authorization request in a format determined by County, to
25 County's DBH the day that a determination is made that SSA services are needed for an
26 authorized person served, but no later than two (2) business days after such determination is
27 made or when the person served returns to the facility from a bed hold. Contractor(s) shall
28 submit SSA Forms to County's DBH electronically via email to: DBHLPS

Conservatorship@fresnocountyca.gov.

1 (D) It is acknowledged by all parties that any/all rates may be changed by the
2 Federal SSI Administration and/or DHCS during the term of this Agreement and such rate
3 changes shall become part of this Agreement as set forth in Subsection B above. Any/all rate
4 adjustments shall not result in an increase to the maximum compensation of this Agreement.

5 (E) If a Contractor is informed that an authorized person served placed in their facility
6 by County has access to a third-party source for reimbursement other than County, Contractor
7 must direct third-party source to pay County's DBH. In the event that Contractor(s) is paid from
8 a third-party source, Contractor(s) shall deduct the amount collected from the third-party source
9 from the amount invoiced to County for the services provided to any such person served. All
10 amounts collected by Contractor(s) shall be deducted from the amount otherwise payable to
11 Contractor(s) pursuant to this Agreement. Contractor(s) shall maintain and forward to County,
12 monthly with their invoice, a list of all persons served who have third-party resources.

13 In the event that a person served passes away while residing under the care of
14 Contractor(s), any remaining balance of "personal needs"/PIN funds held by the facility must be
15 returned to the person or entity that originally sent the money to the facility for the person
16 served.

17 (F) Contractor(s) understand that County may seek reimbursement from applicable
18 third-party payors (e.g., Medicare, Medi-Cal or other insurance) for services rendered by
19 Contractor(s) and paid for by County. Upon request by County, Contractor(s) shall prepare and
20 submit information as it relates to authorized persons served placed by County for the County to
21 seek reimbursement from such third-party payors.

22 4.2 **Maximum Compensation.** The maximum combined amount payable to
23 Contractor(s) by County for TSRP services provided by Contractor(s) under the terms and
24 conditions of this Agreement for each fiscal year: FY 2023-24 is Three Million Five Hundred
25 Thousand and No/100 Dollars (\$3,500,000.00); FY 2024-25 is Three Million Five Hundred
26 Thousand and No/100 Dollars (\$3,500,000.00). All fiscal year maximums are not guaranteed
27 sums but shall be paid only for services rendered and received.
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1 4.3 **Total Maximum Compensation.** In no event shall the maximum contract amount for
2 all the services provided by the Contractor(s) to County under the terms and conditions of this
3 Agreement be in excess of Seven Million and No/100 Dollars (\$7,000,000.00) during the entire
4 term of this Agreement.

5 In the event the maximum compensation amount in any individual fiscal year as noted
6 above, is not fully expended, said remaining unspent funding amounts shall rollover to each
7 subsequent fiscal year's established maximum compensation.

8 All invoices for Non-Specialty Mental Health Services submitted shall include the following
9 required information: name of facility, facility address, invoice date range, person served name,
10 date of birth, admit date, discharge date, number of days, case manager, daily rate, and total
11 amount invoiced. In no event shall Contractor(s) submit claims to County for persons served
12 that are not duly authorized by County to receive services.

13 A day shall be defined as any portion of a twenty-four (24) hour day beginning at 8:00 a.m.
14 and ending at 7:59 a.m. the following day. Day of discharge shall not be billed. However, a day
15 of service may be billed if the person is admitted and discharged during the same day provided
16 that such admission and discharge is not within twenty-four (24) hours of a prior discharge.

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

24 Contractor(s) will be compensated for performance of its services under this Agreement
25 as provided in this Article. Contractor(s) is not entitled to any compensation except as expressly
26 provided in this Agreement.

27 4.4 **Specialty Mental Health Services Claiming.** Contractor(s) shall enter claims data
28 into the County's billing and transactional database system by the fifteenth (15th) of every month

1 for actual services rendered in the previous month. Contractor(s) shall use Current Procedural
2 Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as
3 provided in the DHCS Billing Manual available at
4 <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time
5 amended.

6 Claims shall be complete and accurate and must include all required information
7 regarding the claimed services. Claims data entry into the County's electronic health record
8 system shall be the responsibility of Contractor(s). County shall monitor the volume of services,
9 billing amounts and service types entered into County's electronic health record/information
10 system. Any and all audit exceptions resulting from the provision and reporting of specialty
11 mental health services by Contractor(s) shall be the sole responsibility of Contractor(s).
12 Contractor(s) will comply with all applicable policies, procedures, directives, and guidelines
13 regarding the use of County's electronic information system.

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

23 **4.5 Applicable Fees.** Contractor(s) shall not charge any persons served or third-party
24 payers any fee for service unless directed to do so by the County's DBH Director or designee at
25 the time the person served is referred for services. When directed to charge for services,
26 Contractor(s) shall use the uniform billing and collection guidelines prescribed by DHCS.
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1 Contractor(s) will perform eligibility and financial determinations, in accordance with
2 DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all persons served unless
3 directed otherwise by the County's DBH Director or designee.

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

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

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

24 4.6 **Invoices.** The Contractor(s) shall submit monthly invoices, in arrears by the fifteenth
25 (15th) day of each month, in the format directed by the County. The Contractor(s) shall submit
26 invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov 2) [dbh-](mailto:dbh-invoices@fresnocountyca.gov)
27 invoices@fresnocountyca.gov and 3) dbhcontractedservicesdivision@fresnocountyca.gov with
28 a copy to the assigned County's DBH Staff Analyst. At the discretion of County's DBH Director

1 or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's
2 DBH Director, or designee, shall have the right to withhold payment as to only the portion of the
3 invoice that is incorrect or improper after five (5) days prior notice to Contractor(s). Contractor(s)
4 agrees to continue to provide services for a period of ninety (90) days after notification of an
5 incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected
6 to County satisfaction, County's DBH Director, or designee, may elect to terminate this
7 Agreement, pursuant to the termination provisions stated in Article 7 of this Agreement.

8 **4.7 Non-Specialty Mental Health Invoicing.** Billing information must include the name
9 of the person served, person served ID number, dates of service, types of mental health service
10 provided, duration of services, service provider names, units of service provided, rates of
11 services provided, and actual amounts of service. No reimbursement for services shall be made
12 until the invoice, and supporting documentation is received, verified and approved by County's
13 DBH.

14 **4.8 Specialty Mental Health Services Claimable Services.** For claimable services,
15 invoices shall be based on claims entered into the County's billing and transactional database
16 system for the prior month.

17 Monthly payments for claimed services shall only be based on the units of time assigned
18 to each CPT or HCPCS code entered in the County's billing and transactional database
19 multiplied by the practitioner service rates in their corresponding subpart of Exhibit A.

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

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

26 Contractor(s) is responsible for collection and managing data in a manner to be
27 determined by County in accordance with applicable rules and regulations.

28

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

6 4.9 **Payment.** Payments shall be made by County to Contractor(s) in arrears, for
7 services provided during the preceding month, within forty-five (45) days after the date of
8 receipt, verification, and approval by County. All final invoices shall be submitted by
9 Contractor(s) within sixty (60) days following the final month of service for which payment is
10 claimed. No action shall be taken by County on claims submitted beyond the sixty (60) day
11 closeout period. Any compensation which is not expended by Contractor pursuant to the terms
12 and conditions of this Agreement shall automatically revert to County.

13 Payment shall be made upon certification and other proof satisfactory to County that
14 services have actually been performed by Contractor(s) as specified in this Agreement and/or
15 after receipt and verification of actual services provided.

16 4.10 **Recoupsments and Audits.** County shall recapture from Contractor(s) the value of
17 any services or other expenditures determined to be ineligible based on the County or State
18 monitoring results. The County reserves the right to enter into a repayment agreement with
19 Contractor(s), with total monthly payments not to exceed twelve (12) months from the date of
20 the repayment agreement, to recover the amount of funds to be recouped. The County has the
21 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of
22 the repayment agreement. The repayment agreement may be made with the signed written
23 approval of County's DBH Director, or designee, and respective Contractor(s) through a
24 repayment agreement. The monthly repayment amounts may be netted against the
25 Contractor(s)'s monthly billing for services rendered during the month, or the County may, in its
26 sole discretion, forego a repayment agreement and recoup all funds immediately. This remedy
27 is not exclusive, and County may seek requital from any other means, including, but not limited
28 to, a separate contract or agreement with Contractor(s).

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

10 4.11 **Incidental Expenses.** The Contractor(s) is solely responsible for all of its costs and
11 expenses that are not specified as payable by the County under this Agreement. If Contractor(s)
12 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for
13 further compensation.

14 4.12 **Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
15 limitations, and/or conditions imposed by County or state or federal funding sources that may in
16 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
17 contingent upon sufficient funds being made available by County, state, or federal funding
18 sources for the term of the Agreement. If the federal or state governments reduce financial
19 participation in the Medi-Cal program, County agrees to meet with Contractor(s) to discuss
20 renegotiating the services required by this Agreement.

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

26 4.13 **Additional Financial Requirements.** County has the right to monitor the
27 performance of this Agreement to ensure the accuracy of claims for reimbursement and
28 compliance with all applicable laws and regulations.

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

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

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

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

16 **4.14 Contractor Prohibited from Redirection of Contracted Funds.** Contractor(s) may
17 not redirect or transfer funds from one funded program to another funded program under which
18 Contractor(s) provides services pursuant to this Agreement except through a duly executed
19 amendment to this Agreement.

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

23 **4.15 Financial Audit Report Requirements for Pass-Through Entities.** If County
24 determines that Contractor(s) is a “subrecipient” (also known as a “pass-through entity”) as
25 defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable
26 cost principles and administrative requirements including claims for payment or reimbursement
27 by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time.
28

1 Contractor(s) shall observe and comply with all applicable financial audit report requirements
2 and standards.

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

7 Contractor(s) will provide a financial audit report including all attachments to the report
8 and the management letter and corresponding response within six months of the end of the
9 audit year to the County's DBH Director or designee. The County's Director or designee is
10 responsible for providing the audit report to the County Auditor.

11 Contractor(s) must submit any required corrective action plan to the County
12 simultaneously with the audit report or as soon thereafter as it is available. The County shall
13 monitor implementation of the corrective action plan as it pertains to services provided pursuant
14 to this Agreement.

15 Article 5

16 Term of Agreement

17 5.1 **Term.** This Agreement is effective on July 1, 2023, and terminates on June 30, 2024,
18 except as provided in section 4.2, "Extension," or Article 7, "Termination and Suspension,"
19 below.

20 5.2 **Extension.** The term of this Agreement may be extended for no more than a one-
21 year period only upon written approval of both parties at least thirty (30) days before the first day
22 of the next one-year extension period. The County's DBH Director or designee is authorized to
23 sign the written approval on behalf of the County based on the Contractor(s)'s satisfactory
24 performance. The extension of this Agreement by the County is not a waiver or compromise of
25 any default or breach of this Agreement by the Contractor(s) existing at the time of the
26 extension whether or not known to the County.

1 **Article 6**

2 **Notices**

3 6.1 **Contact Information.** The persons and their addresses having authority to give
4 and receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director
7 County of Fresno
8 1925 E. Dakota Avenue
9 Fresno, CA 93726
10 dbhcontractedservicesdivision@fresnocountyca.gov

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

12 See Exhibit A

13 6.2 **Change of Contact Information.** Either party may change the information in
14 section 6.1 by giving notice as provided in section 6.3.

15 6.3 **Method of Delivery.** Each notice between the County and the Contractor(s)
16 provided for or permitted under this Agreement must be in writing, state that it is a notice
17 provided under this Agreement, and be delivered either by personal service, by first-class
18 United States mail, by an overnight commercial courier service, by telephonic facsimile
19 transmission, or by Portable Document Format (PDF) document attached to an email.

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

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

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

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

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

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

5 (1) Obtained or used funds illegally or improperly;

6 (2) Failed to comply with any part of this Agreement;

7 (3) Submitted a substantially incorrect or incomplete report to the County; or

8 (4) Improperly performed any of its obligations under this Agreement.

9 (D) In no event shall any payment by the County constitute a waiver by the County of
10 any breach of this Agreement or any default which may then exist on the part of the
11 Contractor(s).

12 7.3 **Termination without Cause.** In circumstances other than those set forth above,
13 the County may terminate this Agreement by giving at least thirty (30) days advance written
14 notice to the Contractor(s).

15 7.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the
16 County under this Article 7 is without penalty to or further obligation of the County.

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

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

1 **Article 8**

2 **Informing Materials for Persons Served**

3 8.1 **Basic Information Requirements.** Contractor(s) shall provide information in a
4 manner and format that is easily understood and readily accessible to the persons served (42
5 C.F.R. § 438.10(c)(1)). Contractor(s) shall provide all written materials for persons served in
6 easily understood language, format, and alternative formats that take into consideration the
7 special needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor(s) shall
8 inform the persons served that information is available in alternate formats and how to access
9 those formats in compliance with 42 C.F.R. § 438.10.

10 Contractor(s) shall provide the required information in this section to each individual
11 receiving SMHS under this Agreement and upon request (1915(b) Medi-Cal Specialty Mental
12 Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, §
13 1810.360(e)).

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

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

19 8.2 **Electronic Submission.** Persons served information required in this section
20 may only be provided electronically by the Contractor(s) if all of the following conditions are met:

21 (A) The format is readily accessible;

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

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

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

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

4 **8.3 Language and Format.** Contractor(s) shall provide all written materials, including
5 taglines, for persons served or potential persons served in a font size no smaller than twelve
6 (12) point (42 C.F.R. 438.10(d)(6)(ii)).

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

10 Contractor(s) shall make its written materials that are critical to obtaining services,
11 including, at a minimum, provider directories, beneficiary handbook, appeal and grievance
12 notices, denial and termination notices, and the Contractor(s)'s mental health education
13 materials, available in the prevalent non-English languages in the County (42 C.F.R. §
14 438.10(d)(3)).

15 (A) Contractor(s) shall notify persons served, prospective persons served, and
16 members of the public that written translation is available in prevalent languages free of cost
17 and how to access those materials (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code §
18 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4)).

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

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

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

26 **8.4 Beneficiary Informing Materials.** Each person served must receive and have
27
28

1 access to the beneficiary informing materials upon request by the individual and when first
2 receiving SMHS from Contractor(s). Beneficiary informing materials include but are not limited
3 to:

- 4 (A) Consumer Handbook
- 5 (B) Provider Directory
- 6 (C) Grievance form
- 7 (D) Appeal/Expedited Appeal form
- 8 (E) Advanced Directives brochure
- 9 (F) Change of Provider form
- 10 (G) Suggestions brochure
- 11 (H) Notice of Privacy Practices
- 12 (I) Notice of Adverse Benefit Determination (NOABDs – Including Denial and
13 Termination notices)
- 14 (J) Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving
15 individuals under the age of 21)
- 16 (K) Contractor shall ensure beneficiary informing material are displayed in the
17 threshold languages of Fresno County at all service sites, including but not limited to the
18 following:

- 19 (1) Consumer Handbook
- 20 (2) Provider Directory
- 21 (3) Grievance form
- 22 (4) Appeal/Expedited Appeal form
- 23 (5) Advance Directives brochure
- 24 (6) Change of Provider form
- 25 (7) Suggestions brochure

26 All beneficiary informing written materials will use easily understood language and
27 format (i.e. material written and formatted at a 6th grade reading level), and will use a font size
28 no smaller than 12 point. All beneficiary informing written materials shall inform beneficiaries of

1 the availability of information in alternative formats and how to make a request for an alternative
2 format. Inventory and maintenance of all beneficiary informing materials will be maintained by
3 the County's DBH Managed Care Division. Contractor(s) will ensure that its written materials
4 including taglines or that an additional taglines document is available.

5 (L) Grievance/Appeal Process and Form

6 (M) Notice of Privacy Practices

7 (N) Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving
8 individuals under the age of 21)

9 **8.5 Beneficiary Handbook.** Contractor(s) shall provide each persons served with a
10 beneficiary handbook at the time the individual first accesses services and thereafter upon
11 request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14)
12 business days after receiving notice of enrollment.

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

16 **8.6 Accessibility.** Required informing materials must be electronically available on
17 Contractor(s)'s website and must be physically available at the Contractor(s)'s facility lobby for
18 individuals' access.

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

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

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

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

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

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

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

11 **8.7 Provider Directory.** Contractor(s) must follow the County's provider directory
12 policy, in compliance with MHSUDS IN 18-020.

13 Contractor(s) must make available to persons served, in paper form upon request and
14 electronic form, specified information about the County provider network as per 42 C.F.R. §
15 438.10(h). The most current provider directory is electronically available on the County website
16 and is updated by the County no later than thirty (30) calendar days after information is received
17 to update provider information. A paper provider directory must be updated at least monthly as
18 set forth in 42 C.F.R. § 438.10(h)(3)(i).

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

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

23 **Article 9**

24 **Independent Contractor**

25 **9.1 Status.** In performing under this Agreement, the Contractor(s), including its
26 officers, agents, employees, and volunteers, is at all times acting and performing as an
27 independent contractor, in an independent capacity, and not as an officer, agent, servant,
28 employee, joint venturer, partner, or associate of the County.

1 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct
2 the manner or method of the Contractor(s)'s performance under this Agreement, but the County
3 may verify that the Contractor(s) is performing according to the terms of this Agreement.

4 9.3 **Benefits.** Because of its status as an independent contractor, the Contractor(s)
5 has no right to employment rights or benefits available to County employees. The Contractor(s)
6 is solely responsible for providing to its own employees all employee benefits required by law.
7 The Contractor(s) shall save the County harmless from all matters relating to the payment of
8 Contractor(s)'s employees, including compliance with Social Security withholding and all related
9 regulations.

10 9.4 **Services to Others.** The parties acknowledge that, during the term of this
11 Agreement, the Contractor(s) may provide services to others unrelated to the County.

12 9.5 **Operating Costs.** Contractor(s) shall provide all personnel, supplies, and operating
13 expenses of any kind required for the performance of this Agreement.

14 9.6 **Additional Responsibilities.** The parties acknowledge that, during the term of this
15 Agreement, the Contractor(s) will be performing hiring, training, and credentialing of staff, and
16 County will be performing additional staff credentialing to ensure compliance with State and
17 Federal regulations.

18 9.7 **Subcontracts.** Contractor(s) shall obtain written approval from County's DBH
19 Director or designee before subcontracting any of the services delivered under this Agreement.
20 County's DBH Director or designee retains the right to approve or reject any request for
21 subcontracting services. Any transferee, assignee, or subcontractor will be subject to all
22 applicable provisions of this Agreement, and all applicable State and Federal regulations.
23 Contractor(s) shall be held primarily responsible by County for the performance of any
24 transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by
25 County's DBH Director or designee. The use of subcontractors by Contractor(s) shall not entitle
26 Contractor(s) to any additional compensation that is provided for under this Agreement.
27
28

1 Contractor(s) shall remain legally responsible for the performance of all terms and
2 conditions of this Agreement, including, without limitation, all SMHS provided by third parties
3 under subcontracts, whether approved by the County or not.

4 **Article 10**

5 **Indemnity and Defense**

6 10.1 **Indemnity.** The Contractor(s) shall indemnify and hold harmless and defend the
7 County (including its officers, agents, employees, and volunteers) against all claims, demands,
8 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
9 liabilities of any kind to the County, the Contractor(s), or any third party that arise from or relate
10 to the performance or failure to perform by the Contractor(s) (or any of its officers, agents,
11 subcontractors, or employees) under this Agreement. The County may conduct or participate in
12 its own defense without affecting the Contractor(s)'s obligation to indemnify and hold harmless
13 or defend the County.

14 10.2 **Survival.** This Article 10 survives the termination of this Agreement.

15 **Article 11**

16 **Insurance**

17 11.1 **Insurance.** The Contractor(s) shall comply with all the insurance requirements in
18 Exhibit G to this Agreement.

19 **Article 12**

20 **Assurances**

21 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**
22 **Health Care Program.**

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

27 (B) In entering into this Agreement, Contractor(s) certifies, that the Contractor(s)
28 does not employ or subcontract with providers or have other relationships with providers

1 excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or
2 procurement activities, as set forth in 42 C.F.R. §438.610. Contractor(s) shall conduct initial and
3 monthly exclusion and suspension searches of the following databases and provide evidence of
4 these completed searches when requested by County, DHCS or the US Department of Health
5 and Human Services (DHHS):

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

8 (2) www.sam.gov/content/exclusions - General Service Administration (GSA)
9 Exclusions Extract

10 (3) www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List

11 (4) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration
12 System (NPPES)

13 (5) any other database required by DHCS or US DHHS.

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

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

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

24 (F) Contractor(s) must confirm the identity and determine the exclusion status of all
25 its providers, as well as any person with an ownership or control interest, or who is an agent or
26 managing employee of the contracted agency through routine checks of federal and state
27 databases. This includes the Social Security Administration's Death Master File, NPPES, the
28

1 Office of Inspector General's LEIE, the Medi-Cal Suspended and Ineligible Provider List (S&I
2 List) as consistent with the requirements of 42 C.F.R. § 455.436.

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

7 **Article 13**

8 **Inspections, Audits, and Public Records**

9 13.1 **Inspection of Documents.** The Contractor(s) shall make available to the County,
10 and the County may examine at any time during business hours and as often as the County
11 deems necessary, all of the Contractor(s)'s records and data with respect to the matters
12 covered by this Agreement, excluding attorney-client privileged communications. The
13 Contractor(s) shall, upon request by the County, permit the County to audit and inspect all of
14 such records and data to ensure the Contractor(s)'s compliance with the terms of this
15 Agreement.

16 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this
17 Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), the Contractor(s) is
18 subject to the examination and audit of the California State Auditor, as provided in Government
19 Code section 8546.7, for a period of three (3) years after final payment under this Agreement.
20 This section survives the termination of this Agreement.

21 13.3 **Internal Auditing.** Contractor(s) of sufficient size as determined by County shall
22 institute and conduct a Quality Assurance Process for all services provided hereunder. Said
23 process shall include at a minimum a system for verifying that all services provided and claimed
24 for reimbursement shall meet SMHS definitions and be documented accurately.

25 In addition, Contractor(s) with medication prescribing authority shall adhere to County's
26 medication monitoring review practices. Contractor(s) shall provide County with notification and
27 a summary of any internal audit exceptions, and the specific corrective actions taken to
28

1 sufficiently reduce the errors that are discovered through Contractor(s)'s internal audit process.
2 Contractor(s) shall provide this notification and summary to County as requested by the County.

3 **13.4 Confidentiality in Audit Process.** Contractor(s) and County mutually agree to
4 maintain the confidentiality of Contractor(s)'s records and information of persons served, in
5 compliance with all applicable state and federal statutes and regulations, including but not
6 limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor(s) shall
7 inform all of its officers, employees, and agents of the confidentiality provisions of all applicable
8 statutes.

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

12 Contractor(s)'s records shall be maintained as required by the DBH Director and DHCS
13 on forms furnished by DHCS or the County. All statistical data or information requested by the
14 DBH Director shall be provided by the Contractor(s) in a complete and timely manner.

15 **13.5 Reasons for Recoupment.** County will conduct periodic audits of Contractor(s) files
16 to ensure appropriate clinical documentation, high quality service provision and compliance with
17 applicable federal, state and county regulations.

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

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

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

23 (2) Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare
24 Managed Care Manual available at [www.cms.gov/Regulation-and-
25 Guidance/Guidance/Manuals/Downloads/mc86c21.pdf](http://www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf)

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

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

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

10 13.6 **Cooperation with Audits.** Contractor(s) shall cooperate with County in any review
11 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This
12 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

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

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

18 Contractor(s) shall allow inspection, evaluation and audit of its records, documents and
19 facilities for ten (10) years from the term end date of this Agreement or in the event
20 Contractor(s) has been notified that an audit or investigation of this Agreement has been
21 commenced, until such time as the matter under audit or investigation has been resolved,
22 including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§
23 438.3(h) and 438.230I(3)(i-iii).

24 13.7 **Single Audit Clause.** If Contractor(s) expends Seven Hundred Fifty Thousand and
25 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies,
26 Contractor(s) agrees to conduct an annual audit in accordance with the requirements of the
27 Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200.
28 Contractor(s) shall submit said audit and management letter to County. The audit must include a

1 statement of findings or a statement that there were no findings. If there were negative findings,
2 Contractor(s) must include a corrective action plan signed by an authorized individual.
3 Contractor(s) agrees to take action to correct any material non-compliance or weakness found
4 as a result of such audit. Such audit shall be delivered to County's DBH Finance Division for
5 review within nine (9) months of the end of any fiscal year in which funds were expended and/or
6 received for the program. Failure to perform the requisite audit functions as required by this
7 Agreement may result in County performing the necessary audit tasks, or at County's option,
8 contracting with a public accountant to perform said audit, or may result in the inability of County
9 to enter into future agreements with Contractor(s). All audit costs related to this Agreement are
10 the sole responsibility of Contractor(s).

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

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

1 13.8 **Public Records.** The County is not limited in any manner with respect to its public
2 disclosure of this Agreement or any record or data that the Contractor(s) may provide to the
3 County. The County's public disclosure of this Agreement or any record or data that the
4 Contractor(s) may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

26 13.9 **Public Records Act Requests.** If the County receives a written or oral request
27 under the CPRA to publicly disclose any record that is in the Contractor(s)'s possession or
28 control, and which the County has a right, under any provision of this Agreement or applicable

1 law, to possess or control, then the County may demand, in writing, that the Contractor(s)
2 deliver to the County, for purposes of public disclosure, the requested records that may be in
3 the possession or control of the Contractor(s). Within five business days after the County's
4 demand, the Contractor(s) shall (a) deliver to the County all of the requested records that are in
5 the Contractor(s)'s possession or control, together with a written statement that the
6 Contractor(s), after conducting a diligent search, has produced all requested records that are in
7 the Contractor(s)'s possession or control, or (b) provide to the County a written statement that
8 the Contractor(s), after conducting a diligent search, does not possess or control any of the
9 requested records. The Contractor(s) shall cooperate with the County with respect to any
10 County demand for such records. If the Contractor(s) wishes to assert that any specific record
11 or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the
12 record or data to the County and assert the exemption by citation to specific legal authority
13 within the written statement that it provides to the County under this section. The Contractor(s)'s
14 assertion of any exemption from disclosure is not binding on the County, but the County will give
15 at least ten (10) days' advance written notice to the Contractor(s) before disclosing any record
16 subject to the Contractor(s)'s assertion of exemption from disclosure. The Contractor(s) shall
17 indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA
18 that results from the Contractor(s)'s delay, claim of exemption, failure to produce any such
19 records, or failure to cooperate with the County with respect to any County demand for any such
20 records.

21 **Article 14**

22 **Right to Monitor**

23 14.1 **Right to Monitor.** County or any subdivision or appointee thereof, and the State of
24 California or any subdivision or appointee thereof, including the Auditor General, shall have
25 absolute right to review and audit all records, books, papers, documents, corporate minutes,
26 financial records, staff information, records of persons served, other pertinent items as
27 requested, and shall have absolute right to monitor the performance of Contractor(s) in the
28

1 delivery of services provided under this Contract. Full cooperation shall be given by the
2 Contractor(s) in any auditing or monitoring conducted, according to this agreement.

3 14.2 **Accessibility.** Contractor(s) shall make all of its premises, physical facilities,
4 equipment, books, records, documents, contracts, computers, or other electronic systems
5 pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished
6 under the terms of this Contract, or determinations of amounts payable available at any time for
7 inspection, examination, or copying by County, the State of California or any subdivision or
8 appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of
9 Inspector General, the United States Controller General or their designees, and other
10 authorized federal and state agencies. This audit right will exist for at least ten years from the
11 final date of the Agreement period or in the event the Contractor(s) has been notified that an
12 audit or investigation of this Agreement has commenced, until such time as the matter under
13 audit or investigation has been resolved, including the exhaustion of all legal remedies,
14 whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

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

19 14.3 **Cooperation.** Contractor(s) shall cooperate with County in the implementation,
20 monitoring and evaluation of this Agreement and comply with any and all reporting requirements
21 established by County. Should County identify an issue or receive notification of a complaint or
22 potential/actual/suspected violation of requirements, County may audit, monitor, and/or request
23 information from Contractor(s) to ensure compliance with laws, regulations, and requirements,
24 as applicable.

25 14.4 **Probationary Status.** County reserves the right to place Contractor(s) on
26 probationary status, as referenced in the Probationary Status Article, should Contractor(s) fail to
27 meet performance requirements; including, but not limited to violations such as high
28 disallowance rates, failure to report incidents and changes as contractually required, failure to

1 correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting
2 performance outcomes expectations, and violations issued directly from the State. Additionally,
3 Contractor(s) may be subject to Probationary Status or termination if contract monitoring and
4 auditing corrective actions are not resolved within specified timeframes.

5 **14.5 Record Retention.** Contractor(s) shall retain all records and documents originated
6 or prepared pursuant to Contractor(s)'s performance under this Contract, including grievance
7 and appeal records, and the data, information and documentation specified in 42 C.F.R. parts
8 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the
9 term end date of this Agreement or until such time as the matter under audit or investigation has
10 been resolved. Records and documents include but are not limited to all physical and electronic
11 records and documents originated or prepared pursuant to Contractor(s)'s or subcontractor(s)'s
12 performance under this Agreement including working papers, reports, financial records and
13 documents of account, records of persons served, prescription files, subcontracts, and any
14 other documentation pertaining to covered services and other related services for persons
15 served.

16 **14.6 Record Maintenance.** Contractor(s) shall maintain all records and management
17 books pertaining to service delivery and demonstrate accountability for contract performance
18 and maintain all fiscal, statistical, and management books and records pertaining to the
19 program. Records should include, but not be limited to, monthly summary sheets, sign-in
20 sheets, and other primary source documents. Fiscal records shall be kept in accordance with
21 Generally Accepted Accounting Principles and must account for all funds, tangible assets,
22 revenue and expenditures. Fiscal records must also comply with the Code of Federal
23 Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative
24 Requirements, Cost Principles, and Audit Requirements for Federal Awards.

25 All records shall be complete and current and comply with all Agreement requirements.
26 Failure to maintain acceptable records per the preceding requirements shall be considered
27 grounds for withholding of payments for billings submitted and for termination of Agreement.
28

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

4 Contractor(s) shall comply with this Article 14 and Article 1 regarding relinquishing or
5 maintaining medical records.

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

9 **14.7 Financial Reports.** Contractor(s) shall submit audited financial reports on an annual
10 basis to the County. The audit shall be conducted in accordance with Generally Accepted
11 Accounting Principles and generally accepted auditing standards.

12 **14.8 Agreement Termination.** In the event the Agreement is terminated, ends its
13 designated term or Contractor(s) ceases operation of its business, Contractor(s) shall deliver or
14 make available to County all financial records that may have been accumulated by Contractor(s)
15 or subcontractor under this Agreement, whether completed, partially completed or in progress
16 within seven (7) calendar days of said termination/end date.

17 **14.9 Facilities and Assistance.** Contractor(s) shall provide all reasonable facilities and
18 assistance for the safety and convenience of the County's representatives in the performance of
19 their duties. All inspections and evaluations shall be performed in such a manner that will not
20 unduly delay the work of Contractor(s).

21 **14.10 County Discretion to Revoke.** County has the discretion to revoke full or partial
22 provisions of the Agreement, delegated activities or obligations, or application of other remedies
23 permitted by state or federal law when the County or DHCS determines Contractor(s) has not
24 performed satisfactorily

25 **14.11 Site Inspection.** Without limiting any other provision related to inspections or audits
26 otherwise set forth in this Agreement, Contractor(s) shall permit authorized County, state, and/or
27 federal agency(ies), through any authorized representative, the right to inspect or otherwise
28 evaluate the work performed or being performed hereunder including subcontract support

1 activities and the premises which it is being performed. Contractor(s) shall provide all
2 reasonable assistance for the safety and convenience of the authorized representative in the
3 performance of their duties. All inspections and evaluations shall be made in a manner that will
4 not unduly delay the work of the Contractor(s).

5 **Article 15**

6 **Complaints Logs and Grievances**

7 15.1 **Documentation.** Contractor(s) shall log complaints and the disposition of all
8 complaints from a person served or their family. Contractor(s) shall provide a copy of the
9 detailed complaint log entries concerning County-sponsored persons served to County at
10 monthly intervals by the tenth (10th) day of the following month, in a format that is mutually
11 agreed upon. Contractor(s) shall allow beneficiaries or their representative to file a grievance
12 either orally, or in writing at any time with the Mental health Plan. In the event Contractor(s) is
13 notified by a beneficiary or their representative of a discrimination grievance, subcontractor shall
14 report discrimination grievances to the Mental Health Plan within 24 hours. The Contractor(s)
15 shall not require a beneficiary or their representative to file a Discrimination Grievance with the
16 Mental Health Plan before filing the complaint directly with the DHCS Office of Civil Rights and
17 the U.S. Health and Human Services Office for Civil Rights.

18 15.2 **Rights of Persons Served.** Contractor(s) shall post signs informing persons served
19 of their right to file a complaint or grievance, appeals, and expedited appeals. In addition,
20 Contractor(s) shall inform every person served of their rights as set forth in Exhibit H.

21 15.3 **Incident Reporting.** Contractor(s) shall file an incident report for all incidents
22 involving persons served, following the protocol identified in Exhibit I.

23 **Article 16**

24 **Compliance**

25 16.1 **Compliance.** Contractor(s) agrees to comply with County's Contractor Code of
26 Conduct and Ethics and the County's Compliance Program in accordance with Exhibit J. Within
27 thirty (30) days of entering into this Agreement with County, Contractor(s) shall have all of
28 Contractor(s) employees, agents, and subcontractors providing services under this Agreement

1 certify in writing, that he or she has received, read, understood, and shall abide by the
2 Contractor Code of Conduct and Ethics. Contractor(s) shall ensure that within thirty (30) days of
3 hire, all new employees, agents, and subcontractors providing services under this Agreement
4 shall certify in writing that her or she has received, read, understood, and shall abide by the
5 Contractor Code of Conduct and Ethics. Contractor(s) understands that the promotion of and
6 adherence to the Contractor Code of Conduct is an element in evaluating the performance of
7 Contractor(s) and their employees, agents, and subcontractors.

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

19 **16.2 Compliance with State Medi-Cal Requirements.** Contractor(s) shall be required to
20 maintain Mental Health Plan organizational provider certification by Fresno County.

21 Contractor(s) must meet Medi-Cal organization provider standards as listed in Exhibit K to this
22 Agreement, titled "Compliance with State Medi-Cal Requirements." It is acknowledged that all
23 references to Organizational Provider and/or Provider in Exhibit K shall refer to Contractor(s).

24 **16.3 Medi-Cal Certification and Mental Health Plan Compliance.** When applicable,
25 Contractor(s) will establish and maintain Medi-Cal certification or become certified within ninety
26 (90) days of the effective date of this Agreement through County to provide reimbursable
27 services to Medi-Cal eligible persons served. In addition, Contractor(s) shall work with the
28 County's DBH to execute the process if not currently certified by County for credentialing of

1 staff. During this process, the Contractor(s) will obtain a legal entity number established by the
2 DHCS, a requirement for maintaining Mental Health Plan organizational provider status
3 throughout the term of this Agreement. Contractor(s) will be required to become Medi-Cal
4 certified prior to providing services to Medi-Cal eligible persons served and seeking
5 reimbursement from the County. Contractor(s) will not be reimbursed by County for any services
6 rendered prior to certification.

7 Contractor(s) shall provide direct specialty mental health services in accordance with the
8 Mental Health Plan. Contractor(s) must comply with the "Fresno County Mental Health Plan
9 Compliance Program Contractor Code of Conduct and Ethics" set forth in Exhibit J to this
10 Agreement.

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

20 **16.4 Network Adequacy.** The Contractor(s) shall ensure that all services covered under
21 this Agreement are available and accessible to persons served in a timely manner and in
22 accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206
23 (a), (c)).

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

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

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

4 **16.5 Compliance Program, Including Fraud Prevention and Overpayments.**

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

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

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

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

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

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

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

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

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

3 16.6 **Reporting.** Contractor(s) must have administrative and management arrangements
4 or procedures designed to detect and prevent fraud, waste and abuse of federal or state health
5 care funding. Contractor(s) must report fraud and abuse information to the County including but
6 not limited to:

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

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

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

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

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

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

21 16.7 **Overpayments.** County may suspend payments to Contractor(s) if DHCS or County
22 determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42
23 C.F.R. §438.608 (a)(8)).

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

1 **Article 17**

2 **Federal and State Laws**

3 17.1 **Health Insurance Portability and Accountability Act.** County and Contractor(s)
4 each consider and represent themselves as covered entities as defined by the U.S. Health
5 Insurance Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to
6 use and disclose Protected Health Information (PHI) as required by law.

7 County and Contractor(s) acknowledge that the exchange of PHI between them is only
8 for treatment, payment, and health care operations.

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

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

18 17.2 **Physical Accessibility.** In accordance with the accessibility requirements of section
19 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor(s) must
20 provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal
21 beneficiaries with physical or mental disabilities.

22 17.3 **Child Abuse Reporting Act.** Contractor(s) shall establish a procedure acceptable to
23 the County's DBH Director, or his or her designee, to ensure that all of the Contractor(s)'
24 employees, consultants, subcontractors, or agents described in the Child Abuse Reporting Act,
25 section 1116 et seq. of the Penal Code, and performing services under this Agreement shall
26 report all known or suspected child abuse or neglect to a child protective agency as defined in
27 Penal Code section 11165.9. This procedure shall include:
28

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

4 (B) Establishing procedures to ensure reporting even when employees, consultants,
5 subcontractors, or agents who are not required to report child abuse under Penal Code section
6 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or
7 neglect.

8 Article 18

9 Data Security

10 18.1 **Data Security Requirements.** Contractor shall comply with data security
11 requirements in Exhibit L to this Agreement.

12 Article 19

13 Publicity Prohibition

14 19.1 **Self-Promotion.** None of the funds, materials, property, or services provided
15 directly or indirectly under this Agreement shall be used for Contractor(s)' advertising,
16 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the
17 purpose of self-promotion.

18 19.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in
19 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the
20 availability of such specific services when approved in advance by County's DBH Director or
21 designee. Communication products must follow DBH graphic standards, including typefaces
22 and colors, to communicate our authority and project a unified brand. This includes all media
23 types and channels and all materials on and offline that are created as part of DBH's efforts to
24 provide information to the public.

25 Article 20

26 Disclosure of Self-Dealing Transactions

27 20.1 **Applicability.** This Article 20 applies if the Contractor(s) is operating as a
28 corporation, or changes its status to operate as a corporation.

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

5 (B) Disclosures Related to Business Transactions:

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

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

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

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

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

22 21.3 Contractor(s) must provide disclosure upon execution of Contract, extension for
23 renewal, and within thirty-five (35) days after any change in Contractor(s) ownership or upon
24 request of County. County may refuse to enter into an agreement or terminate an existing
25 agreement with Contractor(s) if Contractor(s) fails to disclose ownership and control interest
26 information, information related to business transactions and information on persons convicted
27 of crimes, or if Contractor(s) did not fully and accurately make the disclosure as required.

28 21.4 Contractor(s) must provide the County with written disclosure of any prohibited

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

3 22.2 **Duty to Disclose.** Disclosure of the above information will not automatically
4 eliminate Contractor(s) from further business consideration. The information will be considered
5 as part of the determination of whether to continue and/or renew this Agreement and any
6 additional information or explanation that Contractor(s) elects to submit with the disclosed
7 information will be considered. If it is later determined that the Contractor(s) failed to disclose
8 required information, any contract awarded to such Contractor(s) may be immediately voided
9 and terminated for material failure to comply with the terms and conditions of the award.

10 Contractor(s) must sign a "Certification Regarding Debarment, Suspension, and Other
11 Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit O attached
12 hereto and by this reference incorporated herein. Additionally, Contractor(s) must immediately
13 advise the County's DBH in writing if, during the term of the Agreement: (1) Contractor(s)
14 becomes suspended, debarred, excluded or ineligible for participation in Federal or State
15 funded programs or from receiving federal funds as listed in the excluded parties list system
16 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to
17 Contractor(s). Contractor(s) shall indemnify, defend, and hold County harmless for any loss or
18 damage resulting from a conviction, debarment, exclusion, ineligibility, or other matter listed in
19 the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

20 **Article 23**

21 **Cultural and Linguistic Competency**

22 23.1 **General.** All services, policies and procedures must be culturally and linguistically
23 appropriate. Contractor(s) must participate in the implementation of the most recent Cultural
24 Competency Plan for the County and shall adhere to all cultural competency standards and
25 requirements. Contractor(s) shall participate in the County's efforts to promote the delivery of
26 services in a culturally competent and equitable manner to all persons served, including those
27 with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and
28 regardless of gender, sexual orientation, or gender identity.

1 **23.2 Policies and Procedures.** Contractor(s) shall comply with requirements of policies
2 and procedures for ensuring access and appropriate use of trained interpreters and material
3 translation services for all limited and/or no English proficient beneficiaries, including, but not
4 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the
5 policies and procedures, and monitoring its language assistance program. Contractor(s)'s
6 policies and procedures shall ensure compliance of any subcontracted providers with these
7 requirements.

8 **23.3 Interpreter Services.** Contractor(s) shall notify its beneficiaries that oral
9 interpretation is available for any language and written translation is available in prevalent
10 languages and that auxiliary aids and services are available upon request, at no cost and in a
11 timely manner for limited and/or no English proficient beneficiaries and/or beneficiaries with
12 disabilities. Contractor(s) shall avoid relying on an adult or minor child accompanying the
13 beneficiary to interpret or facilitate communication; however, if the beneficiary refuses language
14 assistance services, the Contractor(s) must document the offer, refusal, and justification in the
15 beneficiary's file.

16 **23.4 Interpreter Qualifications.** Contractor(s) shall ensure that employees, agents,
17 subcontractors, and/or partners who interpret or translate for a beneficiary or who directly
18 communicate with a beneficiary in a language other than English: (1) have demonstrated
19 proficiency in the beneficiary's language; (2) can effectively communicate any specialized terms
20 and concepts specific to Contractor(s)'s services; and (3) adheres to generally accepted
21 interpreter ethic principles. As requested by County, Contractor(s) shall identify all who interpret
22 for or provide direct communication to any program beneficiary in a language other than English
23 and identify when the Contractor(s) last monitored the interpreter for language competence.

24 **23.5 CLAS Standards.** Contractor(s) shall submit to County for approval, within sixty (60)
25 days from date of contract execution, Contractor(s)'s plan to address all fifteen (15) National
26 Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the
27 Office of Minority Health and as set forth in "National Standards on Culturally and Linguistically
28 Appropriate Services in Health and Health Care",

1 modifications shall not result in any change to the maximum compensation amount payable to
2 Contractor, as stated herein.

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

9 24.2 **Separate Agreement.** It is mutually understood by the parties that this Agreement
10 does not, in any way, create a joint venture among Contractors. By execution of this Agreement,
11 Contractors understand that a separate Agreement is formed between each individual
12 Contractor and County.

13 24.3 **Addition/Deletion of Providers.** The County reserves the right at any time
14 during the term of this Agreement to add Contractors to and remove Contractors from the list
15 contained on Exhibit A. It is understood that any such additions and removals will not affect
16 compensation paid to the other Contractors, and therefore such additions and removals may be
17 made by County without notice or approval of other Contractors under this Agreement. The
18 County's DBH Director, or designee, may remove a Contractor from the agreement were there
19 is mutual written consent between the DBH Director and Contractor.

20 24.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
21 under this Agreement without the prior written consent of the other party.

22 24.5 **Governing Law.** The laws of the State of California govern all matters arising
23 from or related to this Agreement.

24 24.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
25 County, California. Contractor(s) consents to California jurisdiction for actions arising from or
26 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
27 brought and maintained in Fresno County.

28 24.7 **Construction.** The final form of this Agreement is the result of the parties'

1 combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to
2 be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
3 against either party.

4 24.8 **Days.** Unless otherwise specified, “days” means calendar days.

5 24.9 **Headings.** The headings and section titles in this Agreement are for
6 convenience only and are not part of this Agreement.

7 24.10 **References to Laws and Rules.** In the event any law, regulation, or policy
8 referred to in this Agreement is amended during the term thereof, the parties hereto agree to
9 comply with the amended provision as of the effective date of such amendment.

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

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

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

28 24.13 **No Waiver.** Payment, waiver, or discharge by the County of any liability or

1 obligation of the Contractor(s) under this Agreement on any one or more occasions is not a
2 waiver of performance of any continuing or other obligation of the Contractor(s) and does not
3 prohibit enforcement by the County of any obligation on any other occasion.

4 **24.14 Entire Agreement.** This Agreement, including its exhibits, is the entire
5 agreement between the Contractor(s) and the County with respect to the subject matter of this
6 Agreement, and it supersedes all previous negotiations, proposals, commitments, writings,
7 advertisements, publications, and understandings of any nature unless those things are
8 expressly included in this Agreement. If there is any inconsistency between the terms of this
9 Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be
10 resolved by giving precedence first to the terms of this Agreement without its exhibits, and then
11 to the terms of the exhibits.

12 **24.15 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
13 create any rights or obligations for any person or entity except for the parties.

14 **24.16 Authorized Signature.** The Contractor(s) represents and warrant to the County
15 that:

16 (A) The Contractor(s) is duly authorized and empowered to sign and perform their
17 obligations under this Agreement.

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

21 **24.17 Electronic Signatures.** The parties agree that this Agreement may be executed
22 by electronic signature as provided in this section.

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

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2,
8 Title 2.5, beginning with section 1633.1).

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

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

15 24.18 **Counterparts.** This Agreement may be signed in counterparts, each of which is
16 an original, and all of which together constitute this Agreement.

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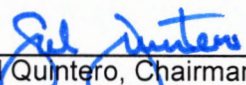
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 See Exhibit A

COUNTY OF FRESNO

3

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

5

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

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By: 

Deputy

10

11 For accounting use only:

12 Org No.: 56302175
13 Account No.: 7295/0
14 Fund No.: 0001
15 Subclass No.:10000

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1 CONTRACTOR: CRESTWOOD BEHAVIORAL HEALTH, INC

2

3 By *Mashkevich*

4

5 Print Name: Elena Mashkevich

6

7 Title: Executive Director of Contracts
Chairman of the Board, President, or Vice President

8

9 Date: 5/23/2023

10

11 By *MStefanou*

12

13

14 Print Name: Maria Stefanou

15

16 Title: Chief Financial Officer
Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18

19 Date: 5/23/2023

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Exhibit A

LIST OF CONTRACTED FACILITIES

CONTRACTOR	CONTACT PERSON	EXHIBIT REFERENCE
<p>1. Crestwood Behavioral Health, Inc. Crestwood Bakersfield Bridge Program 6600 Eucalyptus Drive Bakersfield, CA 93306 (661) 363-0124</p> <p>Crestwood Fresno Bridge Program 153 N. "U" Street Fresno, CA 93701 (559) 445-9094</p>	<p>Elena Mashkevich 520 Capitol Mall, Suite 800 Sacramento, CA 95814</p>	<p>Exhibit A-1</p>

MASTER AGREEMENT
TRANSITIONAL SERVICES RESIDENTIAL PROGRAM
PROVIDER DAILY RATE AND BOARD AND CARE AND SUPERVISION RATE
FY 2023-24

Crestwood Behavioral Health, Inc.
Attn: Elena Mashkevich
520 Capitol Mall, Suite 800
Sacramento, CA 95814

Providers:	County Approved Day Rate	Social Security Income Services Daily Room and Board and Care and Supervision Rate	Total Daily Rate	Bed Hold Rate *
1. Crestwood Bakersfield Bridge Program 6600 Eucalyptus Drive Bakersfield, CA 93306 (661) 363-0124	\$232.00	\$43.56	\$275.56	\$219.07
2. Crestwood Fresno Bridge Program 153 N. "U" Street Fresno, CA 93701 (559) 445-9094	\$228.00	\$43.56	\$271.56	\$219.07

*For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency bed-hold for psychiatric and non-psychiatric must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County by using the Special Services Authorization Form. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric include, but are not limited to, medical hospitalization or elopement.

Providers must adhere to Title 22 Section 81068.5 when discharging persons served.

Non-Medical Out-of-Home Care (NMOHC)
Payment Standard for Individuals-Licensed Facility or
Without In-Kind Room and Board
Effective January 1, 2023

Source	Amount
Supplemental Security Income (SSI)	\$ 914.00
State Supplementary Payment (SSP)	<u>\$ 578.82</u>
Total NMOHC Payment Standard	\$1,492.82*

The NMOHC Payment Standard includes the following components:

Component	Amount
Room and Board	\$ 646.82
Care and Supervision (maximum)	<u>\$ 678.00</u>
Amount Payable for Basic Services	<u>\$1,324.82¹</u>
Personal and Incidental Needs Allowance (minimum) (Must be provided to the recipient)	<u>\$ 168.00</u>
Total NMOHC Payment Standard	\$1,492.82*

*This total NMOHC payment standard is doubled for SSI/SSP couples.

¹NOTE: Recipients who have income in addition to their SSI/SSP check (for example, a pension, Social Security retirement, or disability benefits) can be charged the \$1,324.82 amount for basic services plus an additional \$20. Because federal rules do not count the first \$20 of a recipient's income against his/her SSI/SSP grant, an SSI/SSP recipient with other income has an extra \$20 that people who receive only an SSI/SSP check do not have. Neither federal nor state law restricts the recipient in how this additional \$20 amount is spent. Thus, if the recipient agrees in the admission agreement to pay the additional \$20 for basic services, the facility may charge the additional amount.

**TRANSITIONAL SOCIAL REHABILITATION PROGRAM
SERVICES AND REQUIREMENTS
SCOPE OF WORK**

I. PROGRAM STANDARDS AND REQUIREMENTS

(A) To be certified as a Transitional Social Rehabilitation Program, a program shall provide:

- (1) Services that provide a therapeutic environment in which clients are supported in their efforts to acquire and apply interpersonal and independent living skills.

The program shall also assist the client in developing a personal community support system to substitute for the program's supportive environment, to minimize the risk of hospitalization, and enhance the capability for independent living upon discharge from the program.

The planned length of stay in the program shall be in accordance with the client's assessed need, with the goal of transitioning the client to a lower level of care within one (1) year; however, a length of stay not exceeding a maximum total of 18 months is permitted to ensure successful completion of the treatment plan and appropriate referral.

The reasons for a length of stay beyond one (1) year shall be documented in the client's case record.

- (2) A minimum staffing ratio of at least one (1) full-time equivalent direct care staff for each 2.5 clients served.

Greater number of staff shall be present during times when there are greater numbers of clients in programmed activities.

Staff schedules shall be determined by the program based on the number of clients in the program during specific hours of the day, level of care provided by the program, and the range of services provided within the facility.

All scheduled hours in the facility shall be considered part of this required full-time equivalent staffing ratio.

II. SERVICE REQUIREMENTS

(A) Structured day and evening services shall be available seven (7) days a week. Services in all programs shall include but not be limited to:

- (1) Individual and group counseling;
- (2) Crisis intervention;
- (3) Planned activities;

- (4) Counseling with available members of the client's family, when indicated in the client's treatment/rehabilitation plan;
 - (5) The development of community support systems for clients to maximize their utilization of non-mental health community resources, including educational opportunities;
 - (6) Pre-vocational or vocational counseling;
 - (7) Client advocacy, including assisting clients to develop their own advocacy skills;
 - (8) An activity program that encourages socialization, program and community involvement, which links the client to resources that are available after leaving the program; and
 - (9) Use of the residential environment to assist clients in the acquisition, testing, and /or refinement of community living and interpersonal skills.
- (B) In addition to the services in Section (II A), Transitional Social Rehabilitation Programs shall provide services that emphasize the development of vocational skills and linkages to services offering employment or job placement.

III. MEDICAL REQUIREMENTS

Medical and psychiatric policies and practices of all programs shall be in writing and shall include, but not be limited to:

- (A) A plan for the monitoring of medications by a person licensed to prescribe or dispense prescription drugs;
- (B) Screening for medical complications which may contribute to disability conducted by a physician, nurse practitioner or physician assistant and a plan for follow-up.
 - (1) The screening for medical complications shall occur within 30 calendar days prior to or after admission.
 - (2) If a client refuses a screening for medical complications, the program shall document the refusal in the client case record.
- (C) Client education, provided by licensed program staff or licensed consultants, about the role of medications and their potential side effects, with the goal of client becoming responsible for his or her own medication;
- (D) Entries in client case records indicating all prescribed and non- prescribed medications;
- (E) Provisions for program staff to discuss medication issues with a person licensed to prescribe or dispense prescription drugs;
- (F) Provisions for secure central storage of medication, including medication requiring appropriate refrigeration when necessary; and,

- (G) Encouragement to clients, when part of the treatment/rehabilitation plan, to be personally responsible for holding, managing and safeguarding all of their medications.

IV. HEALTH

- A. Within sixty (60) days of admission, each person served shall complete an appointment with a primary care doctor for a physical exam and regular appointments once a year thereafter.
- B. Within six (6) months of admission, each person served shall:
 - a. Complete a dentist appointment for a dental cleaning, any needed follow up care and regular appointments once a year thereafter;
 - b. Complete an Optometrist/Ophthalmologist appointment and follow up care once each two (2) years thereafter;
 - c. For persons served 45 years and older, complete a colonoscopy and endoscopy and as ordered by a doctor;
 - d. For women persons served 45 years and older, complete a mammogram and every two (2) years thereafter;
 - e. For women persons served 18 years old and older, receive a gynecological exam with an OBGYN and annually thereafter; and
 - f. Provider staff shall obtain a copy of any doctor's note the same day as the appointment and submit to the conservator for all doctor's visits as described above.
- C. Staff shall provide a copy of the person's served most recent medical/psychiatric notes from the doctor to the DBH RISE Conservatorship Office.
- D. Telehealth support – All persons served shall have access to a computer (with sound) and be allowed privacy to attend psychiatry appointments and court evaluations with a doctor.
- E. Facilities that have an onsite doctor, board certified psychiatrist or psychiatric nurse practitioner shall provide medical services for all psychiatric medications.
- F. Persons served who require adaptive devices (eyeglasses, hearing aids, dentures, wheelchairs, etc.) shall be given assistance in securing and maintaining these devices.
- G. Staff must present a copy of person's served medication log to health professionals prior to treatment.

- H. Staff shall complete requests for packets prior to doctor evaluation appointments for court when requested by County.

V. TREATMENT/REHABILITATION PLAN AND DOCUMENT REQUIREMENTS

- (A) Each program shall have an admission agreement, signed on entry by the client or an authorized representative, describing the services to be provided and the expectations and rights of the client regarding house rules, client involvement in the program, and fees.

The client shall receive a copy of the signed admission agreement.

- (B) There shall be a written assessment of each client on admission that includes at least:
- (1) Health and psychiatric histories;
 - (2) Psychosocial skills;
 - (3) Social support skills;
 - (4) Current psychological, educational, vocational, and other functional limitations;
 - (5) Medical needs, as reported; and,
 - (6) Meal planning, shopping and budgeting skills.

A copy of each executed assessment shall be provided to the DBH's Placement Coordinator along with monthly invoicing.

- (C) Program staff and client shall work together to develop a written treatment rehabilitation plan specifying goals and objectives as well as identifying the staff and client responsibilities for their achievement.

Clients shall be involved in an ongoing review of progress towards reaching established goals and be involved in the planning and evaluation of their treatment goals. The plan shall contain at least the following elements:

- (1) Statement of specific rehabilitation plan at least every 30 days.
 - (2) Description of specific services to address identified treatment needs
 - (3) Documentation of reviews by staff and client of the treatment / rehabilitation plan at least every 30 days.
 - (4) Anticipated length of stay needed to accomplish identified goals, and methods to evaluate the achievement of these goals.
- (D) If an individual treatment/rehabilitation plan requires services to be provided by another program or agency, there shall be documented evidence in the client's case record of communication between all persons responsible for the treatment/rehabilitation plan.

- (E) The agency or program shall arrange for clients to attend community programs when needs are identified in the treatment/rehabilitation plan that cannot be met by the facility, but can be met in the community.
- (F) There shall be a written discharge summary prepared by staff and client, which includes an outline of services provided, goals accomplished, reason and plan for discharge, and referral follow-up plans. A copy of each discharge summary shall be provided to the DBH's Placement Coordinator along with monthly invoicing.
- (G) The admission assessment, treatment/rehabilitation plan, and discharge summary shall be prepared by staff who has received training in the development and preparation of these documents.
 - 1. Training required to be provided by the facility shall include:
 - (a) A minimum of one hour of instruction on the development and preparation of the admission assessment.
 - (b) A minimum of one hour of instruction on the development and preparation of the treatment/rehabilitation plan.
 - (c) A minimum of one hour of instruction on the development and preparation of the discharge summary.
 - (d) Subject matter for all training provided for in this subsection shall include the expected content of documentation, methods used to prepare the document, timeframes for completion of documentation, and consultative sources to be utilized in preparing the document.
 - 2. Training provided for in this subsection shall consist of one or more of the following presentation methods:
 - (a) Formal classroom instruction;
 - (b) Oral presentation;
 - (c) Videotape, film or audiovisual presentation;
 - (d) Audio-tape presentation; or
 - (e) Performing the duties, on the job, under the direct supervision of the instructor.
- (H) Admission and discharge criteria of all programs shall be written and shall be consistent with program goals.
- (I) The program shall have written policies and procedures for orienting new clients to the facility programs.
- (J) The range of services provided shall be discussed prior to admission with the prospective client or an authorized representative so that the program's services are clearly understood.

V. CLIENT INVOLVEMENT REQUIREMENTS

- (A) Each client shall be involved in the development and implementation of his/her treatment/rehabilitation plan.
- (B) Clients shall be involved, depending on capability, in the operation of the household. This shall include participation in the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited to cooking, cleaning, menu planning and activity planning.
- (C) Clients shall be encouraged to participate in program evaluations and reviews.

VI. PHYSICAL ENVIRONMENT REQUIREMENTS

- (A) The program shall meet the facility requirements of Section 5453 (a) of the Welfare and Institutions (W&I) Code.
- (B) Program location shall allow for access by clients to community resources and public transportation.

VII. STAFF CHARACTERISTICS, QUALIFICATIONS AND DUTY REQUIREMENTS

- (A) The program shall meet the staffing requirements of Section 5453 (b) of the Welfare and Institutions Code.
- (B) The program shall document the use of multidisciplinary professional consultation and staff when necessary to meet the specific diagnostic and treatment needs of the clients.
- (C) Paraprofessionals and persons who have been clients of mental health services shall be utilized as volunteers in the program when consistent with the program design and services provided.
- (D) All social rehabilitation facilities shall have a program director.
The program director shall be on the premises the number hours necessary to manage and administer the program component or the facility in compliance with applicable laws and regulations.
- (E) The program director of a certified Transitional Residential Treatment Program or a Certified Long Term Residential Treatment Program shall have the following qualifications prior to employment:
 - (1) A Bachelor's Degree in Psychology, Social Work or any other major which includes at least 24 semester units in one or more of the following subjects areas:
 - (a) Psychology
 - (b) Social Work
 - (c) Sociology
 - (d) Behavioral Sciences
 - (e) Psychiatric Nursing; and

- (2) One (1) year of full-time work experience in community program that serves clients who have a mental illness.
Such experience must be in the direct provision of services to clients, of which four (4) months must be in a position of supervising direct care staff.
- (3) As an alternative to the Bachelor's Degree and experience required in paragraphs (1) and (2) of this subsection, a total of three years of experience in providing direct services in the community to persons with mental illness, of which six (6) months must be in a position of supervising direct care staff, and graduation from high school or possession of a GED may be substituted.
- (F) All direct care staff shall have graduated from high school or possess a GED and have a minimum of one (1) year of full-time experience, or its part-time equivalent, working in a program serving people with mental disabilities,
Such experience must be in the direct provision of services to clients.
If the employee does not have the required experience, the program shall document a specific plan of supervision and in-service training for the employee to perform the job.
The plan should include but not be limited to the frequency and number of hours of training, the subjects to be covered, and a description of the supervision to be provided.
- (G) The program director must provide and document a specific plan of supervision and at least 20 hours of in-service training per year for the employee to ensure the ongoing qualifications of the individual to perform the job.

VIII. ADMINISTRATIVE POLICIES AND PROCEDURES

- (A) The organizational entity legally responsible for program administration, under applicable law and regulation, shall:
 - (1) Have written policies defining the purpose, goals, and services of the organization.
 - (2) Establish and maintain financial records in accordance with generally accepted accounting principles and an annual budget.
- (B) Each program shall be directed by a designated individual who is responsible for its overall administration and management.
- (C) Each residential program shall have an individual(s) designated as the administrator of the facility.

The program shall identify the qualifications, experience, skills and knowledge required of an individual who is designated the facility administrator.

These requirements shall at least satisfy the minimum requirements established by the Community Care Licensing Division of the Department of Social Services for this position.

- (D) The agency or program shall have a financial plan of operation that is consistent with the goals and purpose of the organization and in accordance with generally accepted accounting practices and legal requirements.

IX. OTHER REQUIREMENTS

The following will be required of residential facilities applying for certification as a Transitional Social Rehabilitation Facility. This will be in addition to the requirements as indicated above.

A. STAFFING REQUIREMENTS

- (1) Facilities must have psychiatric professional licensed staff either through direct employment or contracted by the facility.
- (2) Facilities must have Trained staff to assist, as needed, with self-administration of prescription and nonprescription drugs in accordance with Title 22 Section 80075(b). Training of staff shall be by licensed professionals and shall be documented in the facility personnel files.
- (3). Facilities must inform Department of Behavioral Health within 24 hours of any staff changes that may affect this contract.
- (4). Facility will have adequate number of staff to monitor clients during the sleeping hours.
- (5). The content of group or individual sessions shall be within the scope of practice of the individual providing that service.
- (6). Staff assigned to assist in physically restraining clients must receive prior training from appropriate agencies.
- (7). Physical restraints placed on clients must be under direct supervision of a licensed mental health professional.
- (8). Transitional facilities shall limit the admission of clients to adults only (ages 18-59).

B. ADMINISTRATIVE REQUIREMENTS

- (1) If the legal owner/administrator of the facility is a Corporation, notes from meetings may be requested by Department of Behavioral Health and these records shall be made available to the Department of Behavioral Health to the extent possible.
- (2) Facilities shall have capabilities to transmit documents to and from Department of Behavioral Health.
- (3) Confidentiality of client's records shall be maintained at all times whether in written or verbal form in compliance with HIPPA and other federal, State or local regulations or statutes.

C. ADMINISTRATIVE COMPLIANCE

- (1) Administrator of Transitional Facilities shall inform the designated case managers 30 days prior to the expiration of the Needs and Appraisal. The

monthly invoicing that CONTRACTORS submit to COUNTY shall include a due date for each client's Needs and Appraisal.

- (2) The Facility Treatment Plan shall be developed and implemented within five (5) days after the Needs and Appraisal is updated.
- (3) The monthly summaries for each client must include progress notes from direct care staff, licensed clinicians and psychiatrists including medication information.
- (4) The facility shall develop and implement documentation demonstrating the client's participation in activities provided by the facility.
- (5) The facility shall maintain record of the training provided to clients including attendance of off-site day programs.
- (6) Training activities as outlined for clients shall be time limited and measurable.
- (7) Training for clients shall be developed with the goal of stabilizing the client in order to transition to a lower level. Any services and training provided by the facility shall be approved by the DBH designated case manager.
- (8) Documentation shall be consistent with the goals identified in the Needs/Appraisal and Facility Treatment Plan.
- (9) Monthly notes shall be made available to DBH staff for review in a reciprocal manner between DBH and the contracted facility.

D. SPECIFIC SERVICES

- (1) Training in hygiene and grooming may include hands-on assistance when needed.
- (2) In cases of incontinence, clients shall be physically assisted if needed.
- (3) Training in budgeting shall include clients keeping and maintaining records of transactions.
- (4) Clients shall be afforded the opportunity to learn cooking skills under the direction of appropriate staff.
- (5) Clients shall be encouraged to learn independent living skills with personal assistance when warranted.
- (6) Facilities shall provide special diets as prescribed by the treating physician.
- (7) Clients shall be trained to access support systems in the community.
- (8) Facilities shall develop and implement plans for community re-integration.
- (9) Facilities shall provide individual sessions to assist clients to develop appropriate skills in social interactions using "Normal" settings.
- (10) Efforts shall be made to normalize the client's living arrangements at all times.
- (11) Training shall be provided to clients to use transportation systems.
- (12) Training in medication shall be provided to clients by licensed staff.

- (13) Individual sessions shall be implemented to counsel clients to attain general insight into their mental illness by licensed staff.

ADDITIONAL REQUIREMENTS

The Contractor for the Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental illness who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations.

I. TRANSITIONAL PROGRAM

To be certified as a Transitional Social Rehabilitation Program, a facility shall provide: A therapeutic residential community including a range of social rehabilitation activities for individuals who are in remission from an acute stage of illness, and interim support to facilitate movement towards the highest possible level of functioning. Clients may receive day, outpatient and other treatment services outside the transitional residence. The planned length of stay shall be in accordance with the client's assessed needs, but under no circumstances may the length of stay extend beyond 18 months.

Additional staff shall be on duty during program hours to provide specialized services and structured evening services. When there is only one (1) staff on the premises, there needs to be staff on call who can report for duty within 60 minutes after being contacted if needed. The staffing ratio is one (1) full time staff to 2.5 clients. The Transitional program is designed for clients who are discharged from or are being admitted to State Mental Hospitals, IMDs or locked MHRCs.

II. ADMISSION CRITERIA

Transitional Social Rehabilitation Program is an intense, high expectation program designed to assist a person to develop self-help skills that will enable them to function independently in the community. The following is the admission criteria:

1. All clients must have received treatment or evaluation prior to admission and have a current open mental health chart with the Fresno County, Department of Behavioral Health.
2. All clients will have a primary diagnosis of mental disability. (The psychiatric diagnosis must reflect a severe, persistent mental illness or a maladaptive reaction to a mental health crisis. The primary diagnosis cannot be dementia, mental retardation, or substance abuse/dependence).
3. Clients must be Fresno County residents.
4. Clients must be between the ages of 18 and 59.
5. Clients must be recovered from acute psychiatric symptoms, such as being injurious to self or others, and/or destructive to property.
6. Clients must be in need of residential treatment services to assist them gain the ability to function in a less restrictive living situation.
7. Clients who are waiting placement in a more structured, supportive, stable safe group living environment in order to transition back into the community.

III. LICENSING AGENCIES

1. STATE DEPARTMENT OF SOCIAL SERVICES
2. STATE DEPARTMENT OF HEALTH CARE SERVICES

IV. LICENSING REGULATIONS

1. TITLE 22, California Code of Regulations
2. Health and Safety Code Section 1500-1519
3. Section 1500. This chapter shall be known and may be cited as the California Community Care Facilities Act.
4. Welfare and Institutions Code

V. REPORTS

The selected vendor(s) will be required to submit periodic reports as required by the State or the County.

VI. CULTURAL AND LINGUISTIC ACCESS TO SERVICES

Contractor will abide by regulations governed by Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C.

Section 2000 et. seq. States: "No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

The Contractor will have interpreter services available to any person seeking information or receiving services in the Contractor's facilities who is limited-English proficient (LEP) or non-English speaking.

VII. METHODS

The client centered therapeutic services are closely supervised and highly structured individual and group goal-directed techniques that focus on symptom reduction. Interventions may include any number of the following: Anger management, assertiveness training, improving communication skills, community linkage, community meeting, conflict resolution, family counseling, 5150 evaluation, goal setting, grooming and hygiene, group therapy, health and nutrition, individual counseling, leisure time management, medication education, medical intervention, men's group, money management, placement planning, problem solving, psychiatric services, psycho-education, social skills training, stress management, developing support networks, values clarification, and women's group.

VIII. GOALS

The clients seek a higher level of adaptive functioning, social integration, and an active role in their treatment regimen while participating in the program. The goal is to reduce

the need for future psychiatric hospitalizations and to reintegrate back into the community at the client's highest level of independence.

IX. MEDI-CAL

Clients are not required to have Medi-Cal or any other form of health insurance as a prerequisite to receiving services at contracted facility. However, clients must have the County Uniform Method of Determining Ability to Pay (UMDAP) eligibility verified prior to admission.

X. OUTCOME MEASURES

A. Program Objectives:

1. To provide presentations and educational groups for residents addressing topics related to socialization, budgeting, medication compliance, hygiene, finances and basic living skills on a weekly basis.
2. Ensure that program management staff participates in education and training activities to strive for the best practice model of services.
3. Assist with personal care and other times required to successfully live in the community.
4. Assist with the development of a client's community living skills.
5. Provide transportation services to clients as needed to obtain services identified in their services plan.

B. Performance Outcomes, Indicators and Targets:

1. Outcome: It is expected that clients will maintain housing without having to be hospitalized or returned to an IMD facility within 90 days of enrollment.
Target: At least 80% of clients placed will not need to be hospitalized or returned to an IMD facility within 90 days of enrollment.
2. Outcome: It is expected that client's inpatient psychiatric hospitalization rate and IMD bed days will be reduced:
Indicator: Reduction in the aggregate number of inpatient psychiatric hospitalization days and IMD bed days since enrollment compared with twelve months prior to enrollment in the program.
Target: 70% reduction.

An annual report regarding the performance outcomes, indicators and targets shall be provided to the DBH in accordance with paragraph 22 of this Agreement.

C. Requirements:

1. Maintain a record on each resident to include admission assessment, diagnosis and personal services plan, monthly review, progress notes and discharge summary
2. Report all incidents to County liaison representative immediately
3. Written incident reports will be done in cases when clients engage in illegal activity, self-injury or property destruction or violence towards others. Said incident reports shall be communicated to the DBH's Placement Coordinator in a format that is mutually agreed upon. Incident reports shall be provided to the DBH's Placement Coordinator monthly along with invoicing
4. Complete daily census records will be maintained and sent to the liaison representative monthly.
5. Prepare such reports in accordance of this Agreement and other reports as may be required to fulfill the terms of the Agreement. These may include but are not limited to:
 - (a) Quarterly reports of accomplishments of objectives
 - (b) Demographic profiles as requested
 - (c) Other reports as requested

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BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

5. PATIENTS' RIGHTS

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

STATE CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

- a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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- b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

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

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

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

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

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

Federal database checks.

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

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

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

1. SERVICES AND ACCESS PROVISIONS

a. CERTIFICATION OF ELIGIBILITY

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

b. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

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

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

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

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Medicare & Medicaid Services (CMS) approved ICD diagnosis code

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

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

- f. CO-OCCURRING TREATMENT AND NO WRONG DOOR

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

2. AUTHORIZATION AND DOCUMENTATION PROVISIONS

a. SERVICE AUTHORIZATION

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

b. DOCUMENTATION REQUIREMENTS

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

Exhibit C

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

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

c. ASSESSMENT

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

d. ICD-10

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

e. PROBLEM LIST

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

Exhibit C

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

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

Exhibit C

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

i. TELEHEALTH

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

3. CLIENT PROTECTIONS

a. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

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

Exhibit C

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

4. QUALITY IMPROVEMENT PROGRAM

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

Exhibit C

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

b. TIMELY ACCESS

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

Exhibit C

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

Exhibit C

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

5. DATA, PRIVACY AND SECURITY REQUIREMENTS

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

6. PROGRAM INTEGRITY

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

Exhibit C

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

DOCUMENTATION STANDARDS FOR 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 a part of a comprehensive client record:

- Presenting problems, including impairments in function, and current mental status exam.
- Traumatic incidents which include trauma exposures, trauma reactions, trauma screenings, and systems involvement if relevant
- Behavioral health history including mental health history, substance use/abuse, and previous services
- Medical history including physical health conditions, medications, and developmental history
- Psychosocial factors including family, social and life circumstances, cultural considerations
- Strengths, risks, and protective factors, including safety planning
- Clinical summary, treatment recommendations, and level of care determination including diagnostic and clinical impression with a diagnosis
- The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.

2. Timeliness/Frequency Standard for Assessment

- The time period to complete an initial assessment and subsequent assessments for SMHS is up to clinical discretion.
- Assessments shall be completed within a reasonable time and in accordance with generally accepted standards of practice.

B. Problem list

The use of a Problem List has largely replaced the use of treatment plans and is therefore required to be part of the client record. The problem list shall be updated on an ongoing basis to reflect the current presentation of the person in care. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice
- Problems identified by a provider acting within their scope of practice
- Problems or illnesses identified by the person in care and/or significant support person if any
- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed

C. Treatment and Care Plan Requirements

1. Targeted Case Management

- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational, and other services needed by the person in care
- Identifies a course of action to respond to the assessed needs of the person in care
- Includes development of a transition plan when the person in care has achieved the goals of the care plan
- Peer support services must be based on an approved care plan
- Must be provided in a narrative format in the person's progress notes
- Updated at least annually

2. Services requiring Treatments Plans

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

D. Progress Notes

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

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

2. Timeliness/Frequency of Progress Notes

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



Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

Section: Mental Health

Effective Date: 05/30/2017

Revised Date: 05/30/2017

Policy Title: Performance Outcome Measures

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

POLICY:

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

PURPOSE:

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

REFERENCE:

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

DHCS Service, Administrative and Operational Requirements

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

Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

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

MISSION STATEMENT

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

Template Review Date 3/28/16



Department of Behavioral Health Policy and Procedure Guide

Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

PROCEDURE:

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



Department of Behavioral Health Policy and Procedure Guide

Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

Exhibit G

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its

Exhibit G

claims-made policy for a minimum of five years after completion of services under this Agreement.

- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full digital restoration of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor. **Definition of Cyber Risks.** “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Exhibit L of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability

Exhibit G

insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full digital restoration of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

Exhibit G

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit H

FRESNO COUNTY MENTAL HEALTH PLAN

Grievances

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

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

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

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

Please note that all fee-for-service providers and contract agencies are required to give the individuals served copies of all current beneficiary information at intake and annually thereafter.

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

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

Fresno County Mental Health Plan
P.O. Box 45003
Fresno, CA 93718-9886
(800) 654-3937 (for more information)
(559) 488-3055 (TTY)

Provider Problem Resolution and Appeals Process

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

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

Exhibit H

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

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

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

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

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

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

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

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

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



INCIDENT REVIEWER ROLE – User Guide

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

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

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

As an Incident Reviewer, the responsibility is to:

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

Below is the link to report incidents

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

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



Incident Report

Please complete this form

Client Information

Name of Facility*
Text (500 characters)

Name of Reporting Party*
Text (500 characters)

Facility Address*
Text (5000 characters)

Facility Phone Number*
Text (500 characters)

Mental Health or Substance Use Disorder Program?*
Select an option

Client First Name*
Text (500 characters)

Client Last Name*
Text (500 characters)

From Job*
Text (500 characters)

Client Date of Birth*
Text (MM/DD/YYYY)

Client Address*
Text (5000 characters)

Client ID*
Text (500 characters)

Gender*
Select an option

County of Origin*
Select an option

Summary

Subject ID*
Text (500 characters)

Incident (check all that apply)*
Select an option

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):
Text (5000 characters)

Description of the Incident*
Text (5000 characters)

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

4/20/2019 10:43

Incident (check all that apply)*

Medical Emergency Death of Client

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

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

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

fresnodbh.logicmanager.com/incidents/7t-0&ip=18&k=182be0c5cdcd5072bb1b64cdee4d3d6e

Date of Incident*
mm/dd/yyyy

Time of Incident*
hh:mm

Location of Incident*
/P/00000000

Key People Directly Involved in Incident (witnesses, staff)*
/P/00000000

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

Attach any additional details
Add File or Drop File Here

Reported By Name*
/P/00000000

Reported By Email*
/P/00000000

Reported On
10/30/2019

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

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

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

This close-up shows the 'Action Taken (check all that apply)*' dropdown menu. It is open, displaying a list of options: 'Law Enforcement Contacted' (selected), 'Called 911/EMS' (selected), 'Consulted with Physician', 'First Aid/CPR Administered', 'Client removed from building', 'Parent/Legal Guardian Contacted', and 'Other'. The selected items are highlighted in grey.

When done entering all the information, simply click submit.

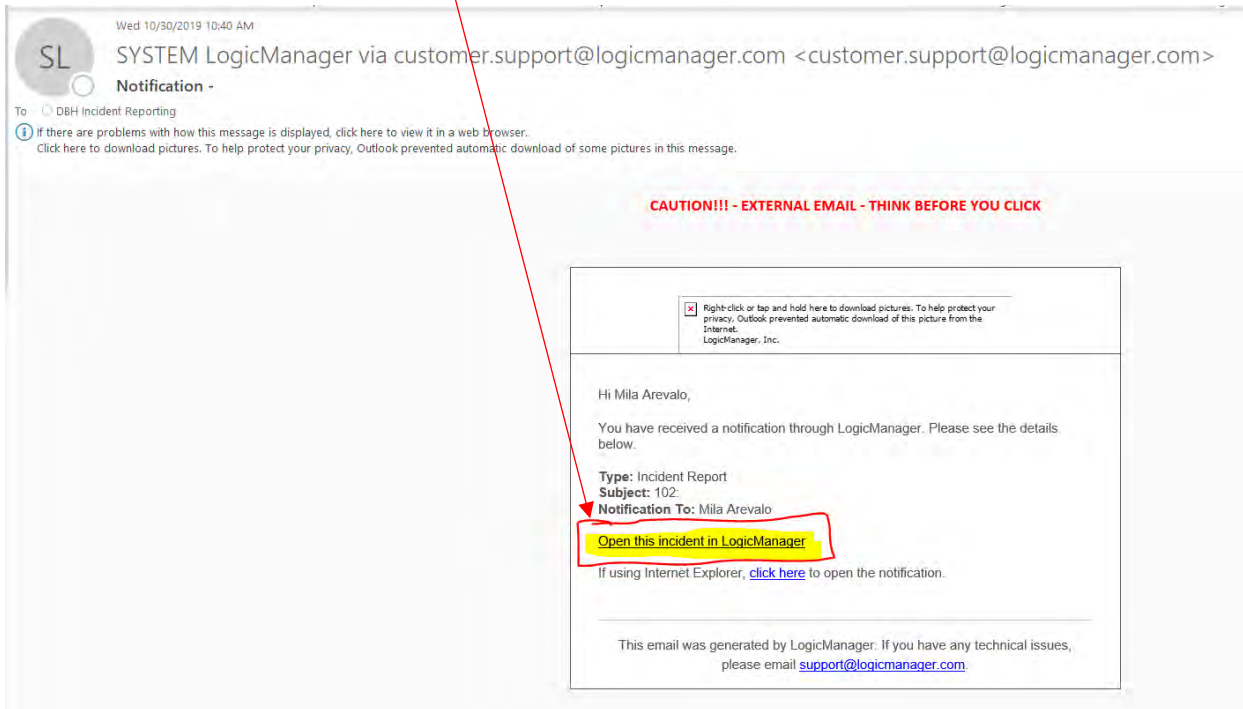
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

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

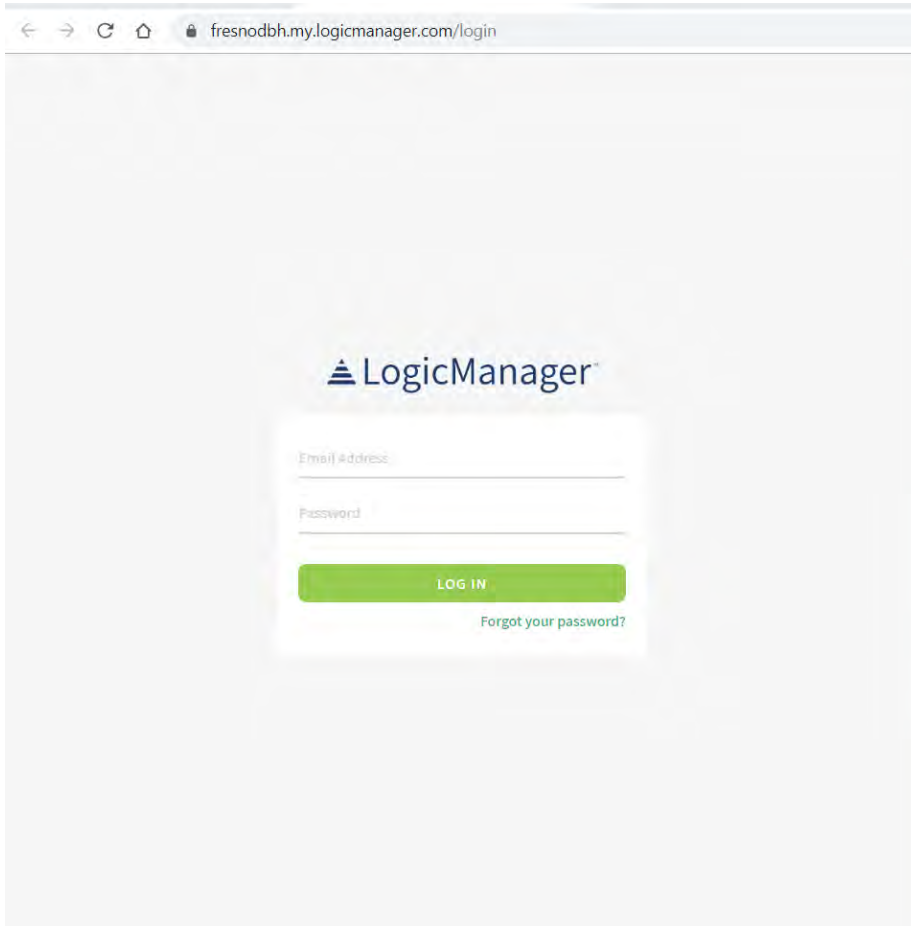
A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.

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

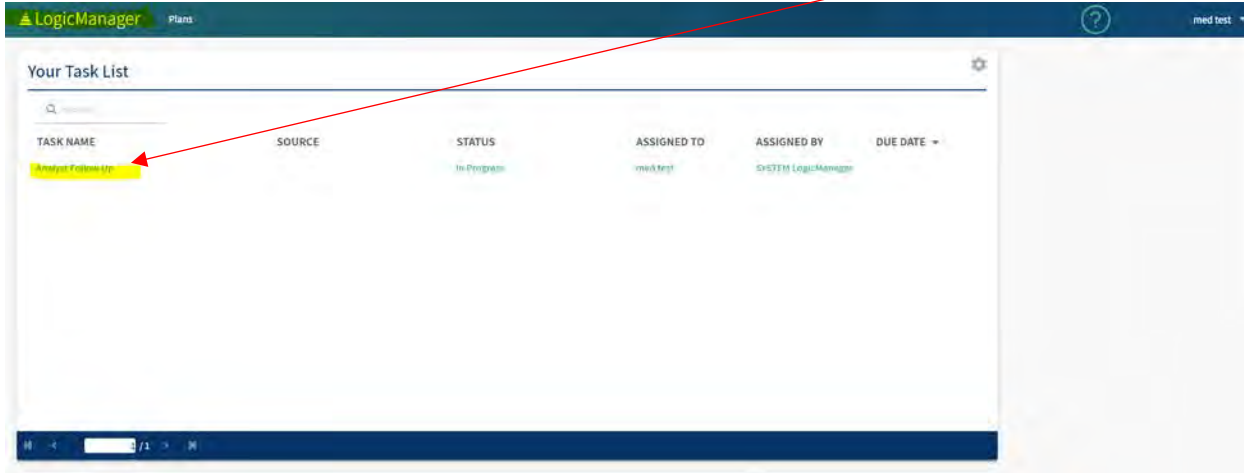
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.



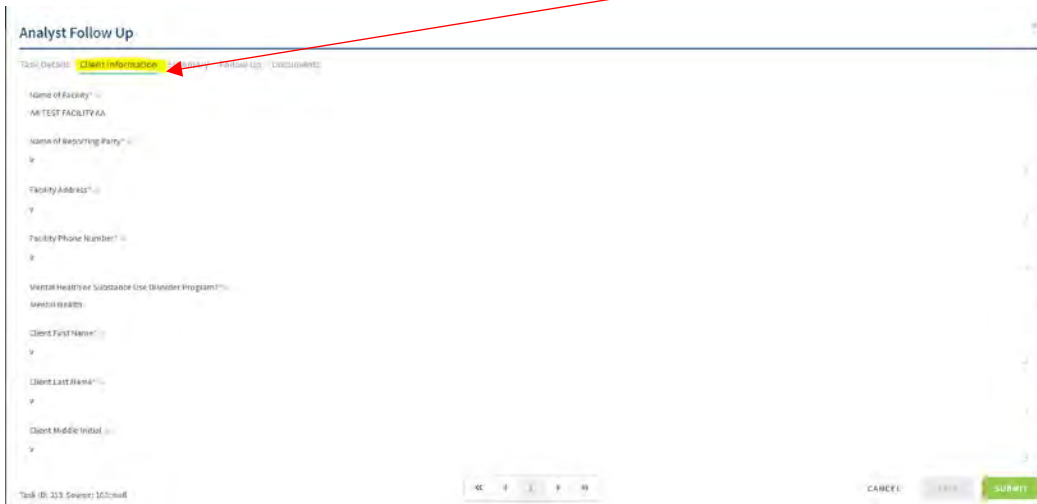
Enter in email address and password. First time users will be prompted to set up a password.



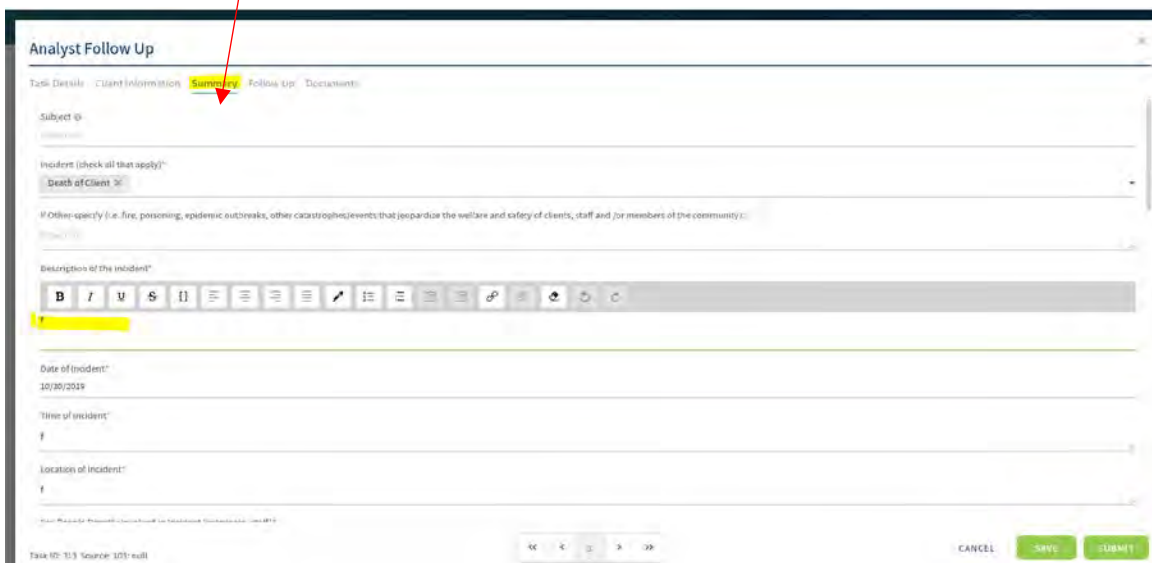
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



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



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



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

Analyst Follow Up

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

Action Taken (check all that apply)
Law Enforcement Contacted

Please specify if other

Description of Action Taken
f

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

Task ID: 313 Source: 103: null

CANCEL SAVE SUBMIT

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

Analyst Follow Up

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

Search Add Document

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

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

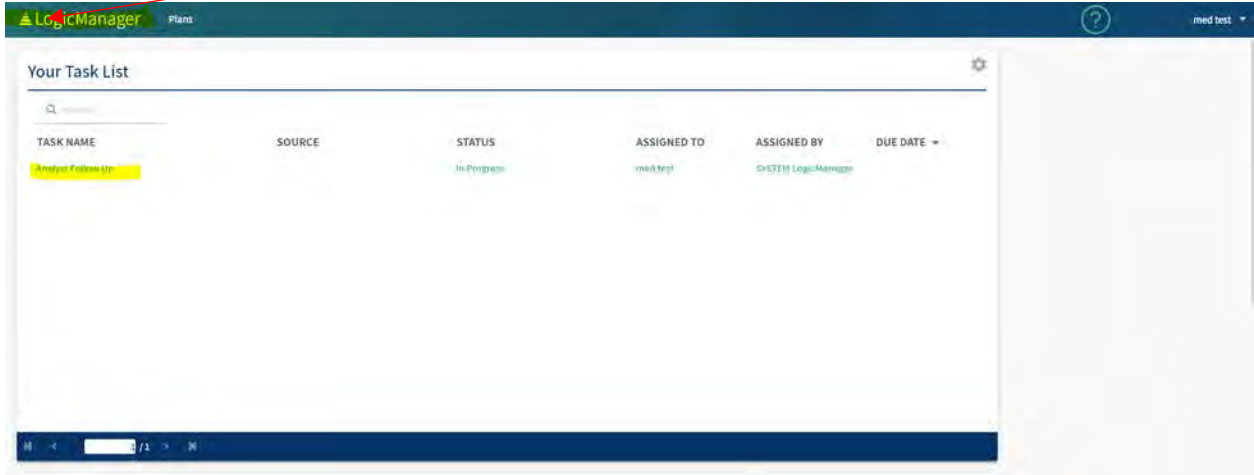
Task ID: 313 Source: 103: null

CANCEL SAVE SUBMIT

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

DBHIncidentReporting@fresnocountyca.gov

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



FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM
CONTRACTOR CODE OF CONDUCT AND ETHICS

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

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

Contractor and its employees and subcontractor shall:

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for mental health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the COUNTY and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the COUNTY.
3. Treat COUNTY employees, 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(S) 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 hereby acknowledge that I have received training and information on the Fresno County Mental Health Compliance Program and understand the contents thereof. I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

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

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

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: ___/___/___

COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

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

Medi-Cal Organizational Provider Standards

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

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

Exhibit L

Data Security

1. Definitions

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

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

Exhibit L

- () **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor(s) (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit.
- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor(s) acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor(s), or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- () The Contractor(s) acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor(s), or any Authorized Persons. The Contractor(s) further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor(s)'s, or any Authorized Person's, Use of that Personal Information.
- () The Contractor(s) agrees and covenants in favor of the Country that the Contractor(s) shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor(s) pursuant to the terms of this Exhibit;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor(s)'s own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.

Exhibit L

- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor(s) believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor(s) shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor(s), or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the Contractor(s) for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor(s) shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.
- (E) The Contractor(s) shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor(s)'s own actions and omissions.

3. Information Security

- (A) The Contractor(s) covenants, represents and warrants to the County that the Contractor(s)'s Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor(s) uses credit, debit or other payment cardholder information, the Contractor(s) shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor(s)'s sole cost and expense.
- () The Contractor(s) covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor(s) has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- () Without limiting the Contractor(s)'s obligations under section 3(A) of this Exhibit, the Contractor(s)'s (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor(s)'s and Authorized Persons' technical and administrative personnel who are necessary for the Contractor(s)'s, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;

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- (ii) ensuring that all of the Contractor(s)'s connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;
 - (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor(s), including any Authorized Person, or anyone with whom the Contractor(s) or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor(s), the Contractor(s) shall cause such Authorized Employees to abide strictly by the Contractor(s)'s obligations under this Exhibit. The Contractor(s) shall maintain a

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disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

- (E) The Contractor(s) shall, in a secure manner, backup daily, or more frequently if it is the Contractor(s)'s practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor(s), through the Internet.
- (F) The Contractor(s) shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor(s) and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor(s)'s and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.
- (G) The Contractor(s) shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

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

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- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

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

- () County shall promptly notify the Contractor(s) of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor(s)'s receipt of that notification, the Contractor(s) shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit, all at the Contractor(s)'s sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor(s) discovers a Security Breach, the Contractor(s) shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor(s) shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.
- (D) The Contractor(s) shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor(s)'s sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor(s) shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit.
- (E) The Contractor(s) agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor(s) shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor(s)'s operations and the nature and scope of its activities.
- () Upon the County's written request, to confirm the Contractor(s)'s compliance with this Exhibit, as well as any applicable laws, regulations and industry standards, the Contractor(s) grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor(s)'s physical and technical environment in relation to all Personal Information that is Used by the Contractor(s) pursuant to this Agreement. The Contractor(s) shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's

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behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor(s) for Personal Information pursuant to this Agreement. In addition, the Contractor(s) shall provide the County with the results of any audit by or on behalf of the Contractor(s) that assesses the effectiveness of the Contractor(s)'s information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit.

(C) The Contractor(s) shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit. that apply to the Contractor(s) with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor(s) and such Authorized Persons, or amending any written agreements to provide same.

- 6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor(s) shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor(s) is authorized to dispose of any such Personal Information, as provided in this Exhibit, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor(s) shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor(s) shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit to all such Personal Information and copies of Personal Information. The Contractor(s) shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor(s)'s obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor(s) retains if return or disposal is not feasible and to all Personal Information that the Contractor(s) may later discover.
- 7. Equitable Relief.** The Contractor(s) acknowledges that any breach of its covenants or obligations set forth in this Exhibit may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.
- 8. Indemnity.** The Contractor(s) shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of

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

9. **Survival.** The respective rights and obligations of the Contractor(s) and the County as stated in this Exhibit L shall survive the termination of this Agreement.
10. **No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit is intended to confer, nor shall anything in this Exhibit confer, upon any person other than the County or the Contractor(s) and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
11. **No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the Contractor(s)'s (or any Authorized Person's) possession or control, or Use by the Contractor(s) (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

Exhibit M

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit M

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

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

YES NO

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

Exhibit N

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

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

DETAILED INSTRUCTIONS

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

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

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

Item II - Self-explanatory

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

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

Indirect ownership interest - is defined as ownership interest in an entity that has direct or hospital-based home health agencies, are not indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest - is defined as the operational direction or management of disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Item IV-VII - (Changes in Provider Status) For Items IV-VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Change in provider status - is defined as any change in management control. Examples of such changes would include; a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

Item IV - (A & B) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)