

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated June 20, 2023 and is between
3 each School District listed in Exhibit B, political subdivisions of the State of California (“School
4 Districts”), and the County of Fresno, a political subdivision of the State of California (“County”).

5 **Recitals**

6 The existing partnership between County and various School Districts in Fresno County
7 has increased access to mental health services for students on school sites. The County of
8 Fresno, on behalf of the Department of Behavioral Health (DBH), recognizes the need to
9 provide County DBH staff and contracted provider staff access to school districts to serve
10 children and youth in the metropolitan (metro) and rural areas who are enrolled in Kindergarten
11 through High School. County and contracted provider staff will provide children’s mental health
12 services. Children and youth with Serious Emotional Disturbance (SED) who also experience
13 co-occurring mental health and alcohol abuse and/or discipline issues will be included among
14 those served.

15 The parties therefore agree as follows:

16 **Article 1**

17 **School District’s Services**

18 1.1 **Inter-Agency Agreement Purpose and Intent.** The School Districts shall perform
19 all of the services provided in Exhibit A to this Agreement, titled “Scope of Work”.

20 1.2 The School Districts agree that mental health services provided by County and its
21 contracted providers, under this Agreement are not intended to serve Special Education
22 Students determined to be “Emotional Disturbed” as defined by the individuals with Disability
23 Act who have an IEP, and that County is not providing these mental health services as a
24 contractor of School District. School Districts shall be solely responsible for the mental health
25 treatment requirements of the IEP.

26 1.3 **Representation.** The School Districts represent that they are qualified, ready,
27 willing, and able to perform all of the services provided in this Agreement.

1 **Article 3**

2 **Compensation**

3 3.1 The County and the School Districts agree under this Agreement as described in this
4 section, that the services of this agreement shall be performed without compensation or
5 payment of any monetary consideration by any of the parties.

6 **Article 4**

7 **Term of Agreement**

8 4.1 **Term.** This Agreement is effective on July 1, 2023 and terminates on June 30,
9 2026 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
10 below.

11 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
12 year periods only upon written approval of both parties at least 30 days before the first day of
13 the next one-year extension period. The County's DBH Director or his or her designee is
14 authorized to sign the written approval on behalf of the County based on the School Districts
15 satisfactory performance. The extension of this Agreement by the County is not a waiver or
16 compromise of any default or breach of this Agreement by the School Districts existing at the
17 time of the extension whether or not known to the County.

18 **Article 5**

19 **Notices**

20 5.1 **Contact Information.** The persons and their addresses having authority to give and
21 receive notices provided for or permitted under this Agreement include the following:

22 **For the County:**
23 Director
24 County of Fresno
25 1925 E. Dakota Ave
26 Fresno, CA 93726

27 **For the School Districts:**
28 See Exhibit B

27 5.2 **Change of Contact Information.** Either party may change the information in section
28 5.1 by giving notice as provided in section 5.3.

- 1 (A) Modify the services provided by the School District under this Agreement; or
- 2 (B) Terminate this Agreement.

3 **6.2 Termination for Breach.**

4 (A) Upon determining that a breach (as defined in paragraph (C) below) has
5 occurred, the County may give written notice of the breach to the School District. The
6 written notice may suspend performance under this Agreement, and must provide at
7 least 30 days for the School District to cure the breach.

8 (B) If the School District fails to cure the breach to the County's satisfaction within
9 the time stated in the written notice, the County may terminate this Agreement
10 immediately.

11 (C) For purposes of this section, a breach occurs when, in the determination of the
12 County, the School District has:

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

17 **6.3 Termination without Cause.** In circumstances other than those set forth above,
18 either Party may terminate this Agreement by giving at least 30 days advance written notice to
19 the other Party.

20 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
21 under this Article 6 is without penalty to or further obligation of the County.

22 **Article 7**

23 **Independent Contractor**

24 **7.1 Status.** In performing under this Agreement, the School Districts, including its
25 officers, agents, employees, and volunteers, is at all times acting and performing as an
26 independent contractor, in an independent capacity, and not as an officer, agent, servant,
27 employee, joint venturer, partner, or associate of the County.

1 **Article 10**

2 **Inspections, Audits, and Public Records**

3 10.1 **Inspection of Documents.** The School Districts shall make available to the County,
4 and the County may examine at any time during business hours and as often as the County
5 deems necessary, all of the School Districts records and data with respect to the matters
6 covered by this Agreement, excluding attorney-client privileged communications. The School
7 District shall, upon request by the County, permit the County to audit and inspect all of such
8 records and data to ensure the School Districts compliance with the terms of this Agreement.

9 10.2 **Public Records.** The County is not limited in any manner with respect to its public
10 disclosure of this Agreement or any record or data that the School Districts may provide to the
11 County. The County's public disclosure of this Agreement or any record or data that the School
12 Districts may provide to the County may include but is not limited to the following:

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

16 (B) The County may voluntarily, or upon request by any member of the public or
17 governmental agency, disclose to the public or such governmental agency any record or
18 data that the School District may provide to the County, unless such disclosure is
19 prohibited by court order.

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

23 (D) This Agreement, and any record or data that the School District may provide to
24 the County, is subject to public disclosure as a public record under the California Public
25 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
26 with section 6250) ("CPRA").

27 (E) This Agreement, and any record or data that the School District may provide to
28 the County, is subject to public disclosure as information concerning the conduct of the

1 people's business of the State of California under California Constitution, Article 1,
2 section 3, subdivision (b).

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

7 **10.3 Public Records Act Requests.** If the County receives a written or oral request
8 under the CPRA to publicly disclose any record that is in the School District's possession or
9 control, and which the County has a right, under any provision of this Agreement or applicable
10 law, to possess or control, then the County may demand, in writing, that the School Districts
11 deliver to the County, for purposes of public disclosure, the requested records that may be in
12 the possession or control of the School District. Within five (5) business days after the County's
13 demand, the School District shall (a) deliver to the County all of the requested records that are
14 in the School District's possession or control, together with a written statement that the School
15 District, after conducting a diligent search, has produced all requested records that are in the
16 School District's possession or control, or (b) provide to the County a written statement that the
17 School District, after conducting a diligent search, does not possess or control any of the
18 requested records. The School Districts shall cooperate with the County with respect to any
19 County demand for such records. If the School District wishes to assert that any specific record
20 or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the
21 record or data to the County and assert the exemption by citation to specific legal authority
22 within the written statement that it provides to the County under this section. The School
23 District's assertion of any exemption from disclosure is not binding on the County, but the
24 County will give at least 10 days' advance written notice to the School District before disclosing
25 any record subject to the School District's assertion of exemption from disclosure. The School
26 District shall indemnify the County for any court-ordered award of costs or attorney's fees under
27 the CPRA that results from the School District's delay, claim of exemption, failure to produce
28

1 any such records, or failure to cooperate with the County with respect to any County demand for
2 any such records.

3 **Article 11**

4 **Disclosure of Self-Dealing Transactions**

5 11.1 **Applicability.** This Article 11 applies if the School District is operating as a
6 corporation, or changes its status to operate as a corporation.

7 11.2 **Duty to Disclose.** If any member of the School District's board of directors is party to
8 a self-dealing transaction, he or she shall disclose the transaction by completing and signing a
9 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
10 the County before commencing the transaction or immediately after.

11 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the School
12 District is a party and in which one or more of its directors, as an individual, has a material
13 financial interest.

14 **Article 12**

15 **Complaints**

16 12.1 **Documentation.** School Districts shall log complaints and the disposition of all
17 complaints from a client or a client's family. School Districts shall provide a copy of the detailed
18 complaint log entries concerning County-sponsored clients to County at monthly intervals by the
19 tenth (10th) day of the following month, in a format that is mutually agreed upon. Besides the
20 detailed complaint log, School Districts shall provide details and attach documentation of each
21 complaint with the log. School Districts shall notify County of all incidents reportable to state
22 licensing bodies that affect County clients within twenty-four (24) hours of receipt of a complaint.
23 Within ten (10) days after each incident or complaint affecting County clients, School Districts
24 shall provide County with information relevant to the complaint, investigative details of the
25 complaint, the complaint and School District's disposition of, or corrective action taken to resolve
26 the complaint.

27 12.2 **Incident Reporting.** School Districts shall file an incident report for all incidents
28 involving clients, following the protocol identified in Exhibit G.

1 **Article 13**

2 **Federal and State Laws**

3 13.1 **Health Insurance Portability and Accountability Act.** The School Districts shall
4 comply with the Business Associate Agreement requirements in Exhibit E.

5 13.2 **Child Abuse Reporting Act.** School Districts shall establish a procedure acceptable
6 to the County’s DBH Director, or his or her designee, to ensure that all of the School Districts
7 employees, consultants, subcontractors, or agents described in the Child Abuse Reporting Act,
8 section 1116 et seq. of the Penal Code, and performing services under this Agreement shall
9 report all known or suspected child abuse or neglect to a child protective agency as defined in
10 Penal Code section 11165.9. This procedure shall include:

11 (A) A requirement that all School District employees, consultants, subcontractors, or
12 agents performing services shall sign a statement that he or she knows of and will
13 comply with the reporting requirements as defined in Penal Code section 11166(a).

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

18 13.3 **Compliance with State Requirements.** School District recognize that County
19 operate its mental health programs under an agreement with the State of California Department
20 of Health Care Services, and that under said agreement the State imposes certain requirements
21 on County and School Districts. School Districts shall adhere to all State Requirements,
22 including those identified in Exhibit F to this Agreement, titled “Behavioral Health
23 Requirements.”

24 **Article 14**

25 **General Terms**

26 14.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this
27 Agreement may not be modified, and no waiver is effective, except by written agreement signed
28

1 by both parties. The School Districts acknowledge that County employees have no authority to
2 modify this Agreement except as expressly provided in this Agreement.

3 14.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
4 under this Agreement without the prior written consent of the other party.

5 14.3 **Governing Law.** The laws of the State of California govern all matters arising from
6 or related to this Agreement.

7 14.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
8 County, California. School Districts consent to California jurisdiction for actions arising from or
9 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
10 brought and maintained in Fresno County.

11 14.5 **Construction.** The final form of this Agreement is the result of the parties' combined
12 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
13 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
14 against either party.

15 14.6 **Days.** Unless otherwise specified, "days" means calendar days.

16 14.7 **Headings.** The headings and section titles in this Agreement are for convenience
17 only and are not part of this Agreement.

18 14.8 **Severability.** If anything in this Agreement is found by a court of competent
19 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
20 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
21 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
22 intent.

23 14.9 **Nondiscrimination.** During the performance of this Agreement, the School District
24 shall not unlawfully discriminate against any employee or applicant for employment, or recipient
25 of services, because of race, religious creed, color, national origin, ancestry, physical disability,
26 mental disability, medical condition, genetic information, marital status, sex, gender, gender
27 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
28 all applicable State of California and federal statutes and regulation.

1 14.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
2 of the School District under this Agreement on any one or more occasions is not a waiver of
3 performance of any continuing or other obligation of the School District and does not prohibit
4 enforcement by the County of any obligation on any other occasion.

5 14.11 **Separate Agreement.** It is mutually understood by the parties that this Agreement
6 does not, in any way, create a joint venture among School Districts. By execution of this
7 Agreement, School Districts understand that a separate Agreement is formed between each
8 individual School District and County.

9 14.12 **Addition/Deletion of Providers.** The County reserves the right at any time during
10 the term of this Agreement to add School Districts to and remove School Districts from the list
11 contained on Exhibit B. It is understood that any such additions and removals will not affect the
12 other School Districts, and therefore such additions and removals may be made by County
13 without notice or approval of other School Districts under this Agreement. The County's DBH
14 Director, or designee, may remove a School District from the agreement where there is mutual
15 written consent between the DBH Director and School District.

16 14.13 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
17 between the School Districts and the County with respect to the subject matter of this
18 Agreement, and it supersedes all previous negotiations, proposals, commitments, writings,
19 advertisements, publications, and understandings of any nature unless those things are
20 expressly included in this Agreement. If there is any inconsistency between the terms of this
21 Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be
22 resolved by giving precedence first to the terms of this Agreement without its exhibits, and then
23 to the terms of the exhibits.

24 14.14 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
25 create any rights or obligations for any person or entity except for the parties.

26 14.15 **Authorized Signature.** The School District represents and warrants to the County
27 that:
28

1 (A) The School District is duly authorized and empowered to sign and perform its
2 obligations under this Agreement.

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

6 14.16 **Electronic Signatures.** The parties agree that this Agreement may be executed by
7 electronic signature as provided in this section.

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

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

18 (C) The provisions of this section satisfy the requirements of Civil Code section
19 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
20 Part 2, Title 2.5, beginning with section 1633.1).

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

25 (E) This Agreement is not conditioned upon the parties conducting the transactions
26 under it by electronic means and either party may sign this Agreement with an original
27 handwritten signature.
28

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

2 SCHOOL DISTRICTS

COUNTY OF FRESNO

3 PLEASE SEE ADDITIONAL SIGNATURE
4 PAGES ATTACHED

5 
6 Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

7 **Attest:**
8 Bernice E. Seidel
9 Clerk of the Board of Supervisors
10 County of Fresno, State of California

11 By: 
12 Deputy

13 For accounting use only:

14 Org No.: 5630
15 Account No.: 7295
16 Fund No.: 0001
17 Subclass No.: 10000

18
19
20
21
22
23
24
25
26
27
28

1 FIREBAUGH LAS DELTAS JOINT UNIFIED SCHOOL DISTRICT

2 Roy Mendiola

3 Authorized Signature

4 Roy Mendiola

5 Print

6 Superintendent

7 Title

8 4/17/83

9 Date

23 Mailing Address:

24 1976 Morris Kyle Drive

25 Firebaugh, CA 93622

26 Phone No: (559) 659-1476 x 1304

27 Contact: Betty Carmona, Director of Student Services

1 FOWLER UNIFIES SCHOOL DISTRICT

2 *Rick Romero*

3 Authorized Signature

4 Rick Romero

5 Print

6 Executive Director Student Services & Engagement

7 Title

8 5/24/23

9 Date

10

11

12

13

14

15

16

17

18

19

20

21

22

23 Mailing Address:

24 658 E. Adams Ave.

25 Fowler, CA 93425

26 Phone No: 559-834-6080

27 Contact: Executive Director Student Services & Engagement

28

1 **KINGS CANYON JOINT UNIFIED SCHOOL DISTRICT**

2 

3 Authorized Signature

4 John Campbell

5 Print

6 Superintendent

7 Title

8 5-18-2023

9 Date

10
11
12
13
14
15
16
17
18
19
20
21
22
23 **Mailing Address:**

24 1502 I Street

25 Reedley CA 93654-1200

26 Phone No: (559) 305-7010

27 Contact: Superintendent

1 **KERMAN UNIFIED SCHOOL DISTRICT**

2 

3 Authorized Signature

4 Gordon Pacheco

5 Print

6 Superintendent

7 Title

8 5/18/2023

9 Date

10

11

12

13

14

15

16

17

18

19

20

21

22

23

Mailing Address:

24 15218 W. Whitesbridge Avenue

25 Kerman, CA 93630

26 Phone No: (559) 843-9001

27 Contact: Barbara Kramer

28

1 **PARLIER UNIFIED SCHOOL DISTRICT**

2 *RAFAEL INIGUEZ*

3 Authorized Signature

4 Dr. Rafael Iniguez

Print

5 Superintendent

6 Title

7 May 23, 2023

8 Date

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23 **Mailing Address:**

24 900 S. Newmark Avenue

25 Parlier, CA 93648

26 Phone No: 559.646.2731

27 Contact: Kathi Felder-Guerrero

1 SELMA UNIFIED SCHOOL DISTRICT

2 *Andrea Affrunti*

3 Authorized Signature

4 ANDREA AFFRONTI

5 Print

6 ASSISTANT SUPERINTENDENT

7 Title

8 5/16/23

9 Date

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Mailing Address:

3036 Thompson Ave.

Selma, CA 93662

Phone No: **559-898-6500**

Contact: **Andrea Affrunti**

Exhibit A

Scope of Work

Project Description

This Agreement formalizes a partnership between Fresno County (County) and various School Districts in Fresno County to increase access to mental health services for students of the Districts by having Children’s Mental Health Services on school sites in Fresno, Clovis and in the rural communities of Fresno County. The target population of school-based mental health treatment services is Medi-Cal and uninsured students who are un-served or underserved through traditional mental health programs. Services are provided by the Department of Behavioral Health, School Based Team (SBT), and its contracted providers, for both metropolitan (metro) and rural areas.

This collaboration will also increase mental health crisis support in Rural and Metro areas to provide crisis response for school districts by utilizing a mobile crisis response team. Law enforcement will only be requested if there are safety concerns. Services will be provided by the designated contractor who will also provide post crisis follow up services to the students served.

The County’s Department of Behavioral Health Director, or designee, or the school districts, may request to convene for review and revision of the program design as policies and regulations change.

Selection of School Sites

The selection of school sites is a collaborative decision by the School Districts and Department of Behavioral Health (DBH) with priority given to those with a high percentage of Medi-Cal and uninsured pupils and where there are little or no mental health resources on their campuses.

The School District will identify an educational coordinator to work collaboratively with DBH staff to identify school sites to be served prior to school year based on:

- i) The degree of unmet mental health needs and lack of mental health resources available on campus.

Exhibit A

- 1 ii) The number of referrals received from the school during the current school year and
2 the caseload capacity and amount of direct client services provided by the DBH
3 clinician at each of his/her assigned school site.
- 4 iii) The ability of the school to provide a confidential space for the DBH staffs to meet
5 with children and families that include a telephone, electrical outlet for a computer lap
6 top and printer. School sites that do not have appropriate confidential space may not
7 continue to receive SBT services. The number of designated school sites per District
8 will be determined by a review of the previous school year's referral rate and access
9 to appropriate confidential space.
- 10 iv) Support by school staffs to facilitate attendance to scheduled mental health
11 appointments.
- 12 v) Determine the plan for continuation of mental health services during school holidays,
13 State testing, summer breaks, etc.
- 14 vi) Determine the transition of mental health services when school-based mental health
15 services are discontinued.
- 16 vii) The District Coordinator/ school administrative staff and DBH will develop guidelines
17 as to the selection/de-selection process of designated school sites within each
18 school district.

19 To avoid a disruption in the therapeutic relationship between the student and clinicians, it
20 is advisable that the Districts and DBH mutually agree to changes in the schools to be served
21 no later than 30 days prior to the end of the school year. This early identification of schools will
22 enable mental health services to begin during the summer in advance of the start of the school
23 year.

24 Rural: schools under each district will be included in the MOU, to allow for flexibility of
25 the assigned rural clinical staff to be able to meet the needs of rural clients in various school
26 sites, based on current caseload need. The need will be monitored by the Clinical Supervisor
27 and clinical staff, and they will have ongoing contact to meet the needs of the rural communities.

Confidential Space

Exhibit A

1 Confidential space ensures children's mental health services can be conducted in the
2 manner that fulfills State and Federal confidentiality requirements. Confidential space may also
3 be requested by mental health crisis support programs for post crisis follow up services.

4 a) Ideal locations shall:

- 5 i) Not allow the conversation between the student, therapist and/or family to be heard
6 outside of the confidential space.
- 7 ii) Not be accessed by school staffs during therapy sessions.
- 8 iii) Have curtains or other coverings to protect confidentiality if there are windows that
9 are viewable by anyone outside of the area/room, in accordance with the school and
10 DBH policies.
- 11 iv) Promotes the safety and well-being of each student and be maintained in good
12 working order.
- 13 v) Room size: large enough to conduct individual and family sessions upon request.
- 14 vi) Provide telephone in the confidential office/space used by the DBH clinician or case
15 manager for their day-to-day work, consultations, and collaborations regarding their
16 clients/students. If no phones are available, a hand-held two-way radio will be
17 provided to the DBH clinician with training on how to use it for the clinician's safety
18 and that of the students.

19 Referral Process

20 For Central, Clovis and Fresno Unified School Districts (Metro SBT): The Administration
21 of the school sites shall educate school staff regarding referrals for mental health services by
22 the second week of the fall semester. Each school site will designate a staff person to
23 coordinate the referral process. The staff coordinator shall be responsible for speaking with the
24 parent or legal guardian of the student (if student is a minor) and the student that a referral for
25 children's mental health services has been made. If the parent objects to the mental health
26 referral, the referral process will not proceed. The mental health (MH) clinician will determine
27 the student's insurance eligibility obtain parental consent before determining the medical
28 necessity of each referral. The MH clinician will keep track of each referral and provide the Staff

Exhibit A

1 coordinator of the status of each referral monthly. The Staff coordinator and the MH clinician will
2 convene with associated staff to discuss stability and well-being of each referred student.

3 Meetings to increase communication and collaboration between appropriate school
4 staffs and the school-based clinicians will be held as needed to discuss the student's progress
5 toward meeting mental health treatment goals and other supportive services that may be
6 needed.

7 Rural School Districts (Rural SBT): Referrals will be generated by school staff,
8 parents/legal guardians, Department of Social Services - Social Workers, community agencies,
9 County, DBH in-house programs, contract providers, self-referrals, etc. The referrals will be
10 given to the assigned rural clinical staff. For each rural school campus, the DBH clinical staff
11 will interface with school staff on each campus in which they utilize space, as needed.

12 DBH shall abide by the following procedures and timeliness:

- 13 a) Upon receipt of a referral from the school, the DBH staff shall review the
14 appropriateness of the referral and begin the intake process within five (5) working days
15 by contacting the parent/legal guardian.
- 16 b) Upon completion of the intake process, a mental health assessment will be scheduled.
- 17 c) It is understood that the provision of mental health services is voluntary, and the families
18 may decline services at any point in the treatment process.
- 19 d) Parents who do not keep their scheduled appointment will be contacted and rescheduled
20 based on scheduling availability and acuity of impairment experienced by the student
21 receiving services.
- 22 e) Each student's access to treatment services will be triaged based on acuity and urgency
23 to initiate mental health services.
- 24 f) Parent/legal guardian are expected to participate in assessment, treatment planning and
25 ongoing treatment services as determined by the MH clinician,
- 26 g) The Parent/legal guardian will be advised at the conclusion of the assessment interview
27 whether or not their child's symptoms meet Medi-Cal medical necessity criteria and
28 when treatment services will begin.

Exhibit A

- 1 h) If no services are warranted, the rationale will be explained to both the parent/legal
2 guardian and the Staff Coordinator.
- 3 i) The DBH Clinician will inform the Staff Coordinator when program capacity has been
4 reached, services can be provided, and/or other options that may be available.

Monitoring

5

6 DBH will monitor the number and outcome of referrals and students engaged in mental
7 health services and communicate with school staff to determine if any changes in the day-to-day
8 operations are needed. Rural school sites within a community will be monitored by the clinical
9 staff and Clinical Supervisor and changes will be made based on the need of the clients and
10 communities involved. Staff will determine school sites based on caseload need.

DBH procedures for ongoing treatment

- 11
- 12 1. DBH will provide a list of DBH staff and contracted staff members approved to be on
13 school sites for campus screening purposes.
- 14 2. The DBH clinician will work collaboratively with school staff to determine an appropriate
15 schedule for ongoing services that will not negatively impact the student's educational
16 needs.
- 17 3. School staff will advise DBH staff if student is present and shall assist with having the
18 student summoned for his/her appointment.
- 19 4. At Rural school sites, assigned clinical staff will be responsible to work with each
20 individual school staff on each campus or agencies regarding appointments and
21 availability of the students on campus.
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Exhibit B

SCHOOL DISTRICTS

The following is the list of SCHOOL DISTRICTS, where the COUNTY will be providing children's mental health services:

FIREBAUGH-LAS DELTAS UNIFIED SCHOOL DISTRICT

1976 Morris Kyle Drive
Firebaugh, CA 93622-9711
Phone No.: (559) 659-1476 x1304
Contact: Betty Carmona
<https://www.fldusd.org/>

FOWLER UNIFIED SCHOOL DISTRICT

658 E. Adams Ave
Fowler, CA 93625
Phone No.: (559) 834-6080
Contact: Rick Romero
<https://www.fowlerusd.org/>

KERMAN UNIFIED SCHOOL DISTRICT

15218 W. Whitesbridge Ave, Kerman CA 93630
Kerman, CA 93630-1029
Phone No.: (559) 843-9001
Contact: Barbara Kramer
<https://www.kermanusd.com/>

KINGS CANYON UNIFIED SCHOOL DISTRICT

1502 I Street,
Reedley, CA 93654
Phone No.: (559) 305-7010
Contact: Sergio Rodriguez
<https://www.kcusd.com/>

PARLIER UNIFIED SCHOOL DISTRICT

900 Newmark Ave.
Parlier, CA 93648-2034
Phone No.: (559) 646-2731
Fax: (559) 888-0210
Contact: Kathi Felder-Guerrero
<https://www.parlierunified.org/>

SELMA UNIFIED SCHOOL DISTRICT

3036 Thompson Ave
Selma, CA 93662
Phone No.: (559) 898-6500

Exhibit B

Contact: Andrea Affrunti
<https://www.selmausd.org/>

Exhibit C

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"), 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 C

(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:	

Exhibit D

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) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (C) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

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

Exhibit D

volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (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.
- (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.

Exhibit D

(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 E
Health Insurance Portability and Accountability Act (HIPAA)

1. The County is a “Covered Entity,” and the School District is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that the School District will create and/or receive Protected Health Information (“PHI”) from or on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, the School District, as a business associate of the County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the School District.

2. The School District, including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health

Exhibit E
Health Insurance Portability and Accountability Act (HIPAA)

care operations [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. The School District shall not use such identifying information or genetic information for any purpose other than carrying out the School District's obligations under this Agreement.

3. The School District, including its subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary of the United States Department of Health and Human Services ("Secretary"), or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or authorized by law, the School District shall make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

4. For purposes of the above sections, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as fingerprint or voiceprint, or photograph.

5. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual(s), manifestation of disease or disorder of family members of an individual, or any request for or receipt of genetic services by individual or family members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

6. The School District shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI in a designated record set (as defined in 45 CFR § 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if the School District cannot provide access and provides the individual with the reasons for the delay

Exhibit E
Health Insurance Portability and Accountability Act (HIPAA)

and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or the County.

The School District shall make any amendment(s) to PHI in a designated record set at the request of the County or individual, and in the time and manner designated by the County in accordance with 45 CFR § 164.526.

The School District shall provide to the County or to an individual, in a time and manner designated by the County, information collected in accordance with 45 CFR § 164.528, to permit the County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

7. The School District shall report to the County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which the School District becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to the County's Information Security Officer and Privacy Officer and the County's Department of Public Health ("DPH") HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. The School District shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. The School District shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by the County and shall provide a written report of the investigation and reporting required to the County's Information Security Officer and Privacy Officer and the County's DPH HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno
Department of Public Health

County of Fresno
Department of Public Health

County of Fresno
Department of Internal

Exhibit E
Health Insurance Portability and Accountability Act (HIPAA)

HIPAA Representative
(559) 600-6439
P.O. Box 11867
Fresno, California 93775

Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, California 93775

Services
Information Security Officer
(559) 600-5800
2048 North Fine Street
Fresno, California 93727

8. The School District shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the county, or created or received by the School District on behalf of the County, in compliance with Parts the HIPAA Rules. The School District shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the School District on behalf of the County, available to the Secretary upon demand.

The School District shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during the School District's normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to the School District and in possession of a subcontractors of the School District, the School District must certify to the Secretary its efforts to obtain the information from the subcontractors.

9. Safeguards

The School District shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of the County and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. The School District shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. The School District shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the School District's operations and the nature and scope of its activities. Upon the County's request, the School District shall provide the County with information concerning such safeguards.

Exhibit E
Health Insurance Portability and Accountability Act (HIPAA)

The School District shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

- A. Passwords must **not** be:
 - (1) Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
 - (2) A dictionary word; or
 - (3) Stored in clear text
- B. Passwords must be:
 - (1) Eight (8) characters or more in length;
 - (2) Changed every ninety (90) days;
 - (3) Changed immediately if revealed or compromised; and
 - (4) Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a) Upper case letters (A-Z);
 - b) Lowercase letters (a-z);
 - c) Arabic numerals (0 through 9); and
 - d) Non-alphanumeric characters (punctuation symbols).

The School District shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

- 1. Network-based firewall and/or personal firewall;
- 2. Continuously updated anti-virus software; and
- 3. Patch management process including installation of all operating system/software vendor security patches.

Exhibit E
Health Insurance Portability and Accountability Act (HIPAA)

The School District shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

The School District shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. The School District must apply appropriate sanctions against its employees who fail to comply with these safeguards. The School District must adopt procedures for terminating access to PHI when employment of employee ends.

10. Mitigation of Harmful Effects

The School District shall mitigate, to the extent practicable, any harmful effect that is suspected or known to the School District of an unauthorized access, viewing, use, disclosure, or breach of PHI by the School District or its subcontractors in violation of the requirements of these provisions. The School District must document suspected or known harmful effects and the outcome.

11. The School District's Subcontractors

The School District shall ensure that any of its School Districts, including subcontractors, if applicable, to whom the School District provides PHI received from or created or received by the School District on behalf of the County, agree to the same restrictions, safeguards, and conditions that apply to the School District with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

Nothing in this section 11 or this exhibit authorizes the School District to perform services under this Agreement using subcontractors.

12. Employee Training and Discipline

The School District shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions

Exhibit E
Health Insurance Portability and Accountability Act (HIPAA)

or activities on behalf of the County under this Agreement and use or disclose PHI, and discipline such employees who intentionally violate any provisions of these provisions, which may include termination of employment.

13. Termination for Cause

Upon the County's knowledge of a material breach of these provisions by the School District, the County will either:

A. Provide an opportunity for the School District to cure the breach or end the violation, and the County may terminate this Agreement if the School District does not cure the breach or end the violation within the time specified by the County; or

B. Immediately terminate this Agreement if the School District has breached a material term of this exhibit and cure is not possible, as determined by the County.

C. If neither cure nor termination is feasible, the County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

14. Judicial or Administrative Proceedings

The County may terminate this Agreement if: (1) the School District is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil proceeding in which the School District is a party that the School District has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws.

15. Effect of Termination

Upon termination or expiration of this Agreement for any reason, the School District shall return or destroy all PHI received from the County (or created or received by the School District on behalf of the County) that the School District still maintains in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, the School District shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision applies to PHI that is in the possession of subcontractors or agents, if applicable, of the School District. If the School District destroys the PHI data, a certification of date and time

Exhibit E
Health Insurance Portability and Accountability Act (HIPAA)

of destruction shall be provided to the County by the School District.

16. Compliance with Other Laws

To the extent that other state and/or federal laws provide additional, stricter and/or more protective privacy and/or security protections to PHI or other confidential information covered under this BAA, the School District agrees to comply with the more protective of the privacy and security standards set forth in the applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA Rules or are otherwise more favorable to the individual.

17. Disclaimer

The County makes no warranty or representation that compliance by the School District with these provisions, the HITECH Act, or the HIPAA Rules, will be adequate or satisfactory for the School District's own purposes or that any information in the School District's possession or control, or transmitted or received by the School District, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. The School District is solely responsible for all decisions made by the School District regarding the safeguarding of PHI.

18. Amendment

The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of the HIPAA Rules, the HITECH Act and other applicable laws relating to the security or privacy of PHI. The County may terminate this Agreement upon thirty (30) days written notice in the event that the School District does not enter into an amendment providing assurances regarding the safeguarding of PHI that the County in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules, and the HITECH Act.

19. No Third-Party Beneficiaries

Nothing expressed or implied in the provisions of this exhibit is intended to confer, and nothing in this exhibit does confer, upon any person other than the County or the School District

Exhibit E
Health Insurance Portability and Accountability Act (HIPAA)

and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

20. Interpretation

The provisions of this exhibit shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules, and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

21. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA Rules means the section as in effect or as amended.

22. Survival

The respective rights and obligations of the School District as stated in this exhibit survive the termination or expiration of this Agreement.

23. No Waiver of Obligation

Change, waiver or discharge by the County of any liability or obligation of the School District under this exhibit on any one or more occasions is not a waiver of performance of any continuing or other obligation of the School District and does not prohibit enforcement by the County of any obligation on any other occasion.

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.

- 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.

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 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.
- 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.
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.

**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 client includes information as a whole indicating that client'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 clients 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 clients who meet either of the following criteria, (I) or (II) below. If a client 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 client 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 client 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 client's condition as described in subparagraph (II a-d) above is due to one of the following:

- 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.

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 client, 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 clients 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 client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

f. CO-OCCURRING TREATMENT AND NO WRONG DOOR

- 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 client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
- ii. Under this Agreement, Contractor will ensure that clients 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 client does not meet criteria for SMHS.

2. If Contractor is serving a client 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 a client's specific needs and circumstances that could seriously jeopardize the client'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. 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 client medical records include an assessment of each client'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 client's medical record.

- iii. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients 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 client 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, 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 clients 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 client-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-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 clients 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 clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
- 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 clients 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 clients 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 client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
 - 1. Surveying client/family satisfaction with the Contractor's services at least annually.
 - 2. Evaluating client grievances, appeals and State Hearings at least annually.
 - 3. Evaluating requests to change persons providing services at least annually.
 - 4. Informing the County and clients 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 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 clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. 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.
 3. Urgent care appointments for services that do not require prior authorization must be provided to clients 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 clients within 10 business days from the date the client or a provider acting on behalf of the client, 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 clients within 15 business days from the date the client or a provider acting on behalf of the client, 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 client's record that a longer waiting period will not have a detrimental impact on the health of the client.
 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 clients 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.
- 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 clients 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
 - 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.

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://fresnobh.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.

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



INCIDENT REVIEWER ROLE – User Guide

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

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

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

As an Incident Reviewer, the responsibility is to:

- Log in to Logic Manager and review incident submitted within 48 hours of notification of incident.
- Review incident for clarity, missing information and add in additional information deemed appropriate.
- Notify DBHIncidentReporting@fresnocountyca.gov 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*

Placeholder

Name of Reporting Party*

Placeholder

Facility Address*

Placeholder

Facility Phone Number*

Placeholder

Mental Health or Substance Use Disorder Program?*

Select option

Client First Name*

Placeholder

Client Last Name*

Placeholder

Client ID

Client Date of Birth

Placeholder

Client Address

Placeholder

Client ID

Placeholder

Gender*

Select option

County of Origin*

Select option

Summary

Subject ID

Placeholder

Incident (check all that apply)*

Select options

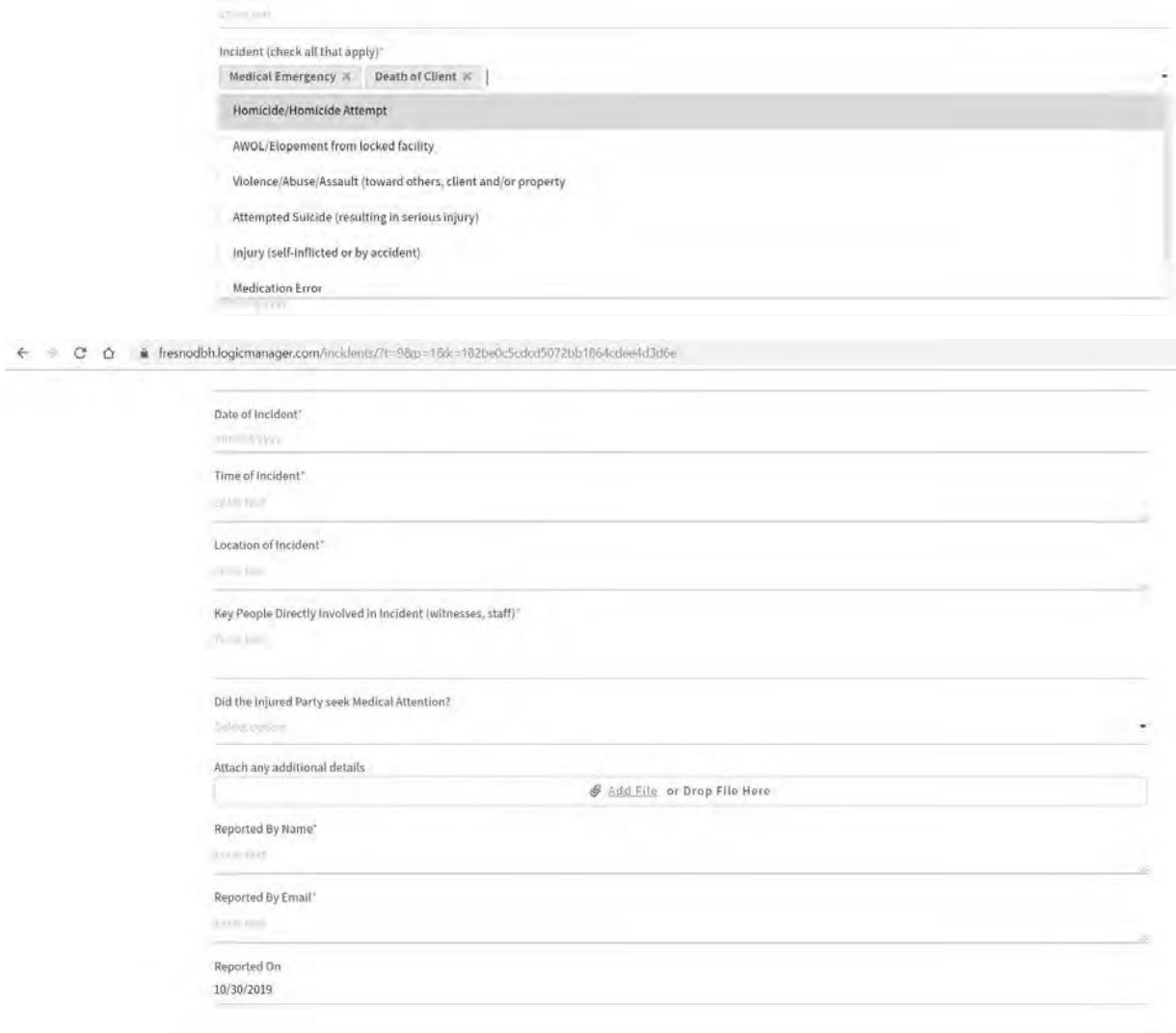
If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Placeholder

Description of the incident*

Placeholder

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



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

Date of Incident*

Time of Incident*

Location of Incident*

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

Did the Injured Party seek Medical Attention?

Attach any additional details

Reported By Name*

Reported By Email*

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.

← → ↻ 🏠 fresnodbh.logicmanager.com/incident/21-9Rp-1&k-182be0c5c1cd5072bb1864cdee4d3dfe

or Drop File Here

Reported By Name*

Reported By Email*

Reported On
10/30/2019

Follow Up

Action Taken (check all that apply)*
 Law Enforcement Contacted Called 911/EMS Consulted with Physician First Aid/CPR Administered Client removed from building Parent/Legal Guardian Contacted Other

Please specify if other

Description of Action Taken*

Outcome*

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

Follow Up

Action Taken (check all that apply)*
 Law Enforcement Contacted Called 911/EMS Consulted with Physician First Aid/CPR Administered Client removed from building Parent/Legal Guardian Contacted Other

When done entering all the information, simply click submit.

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

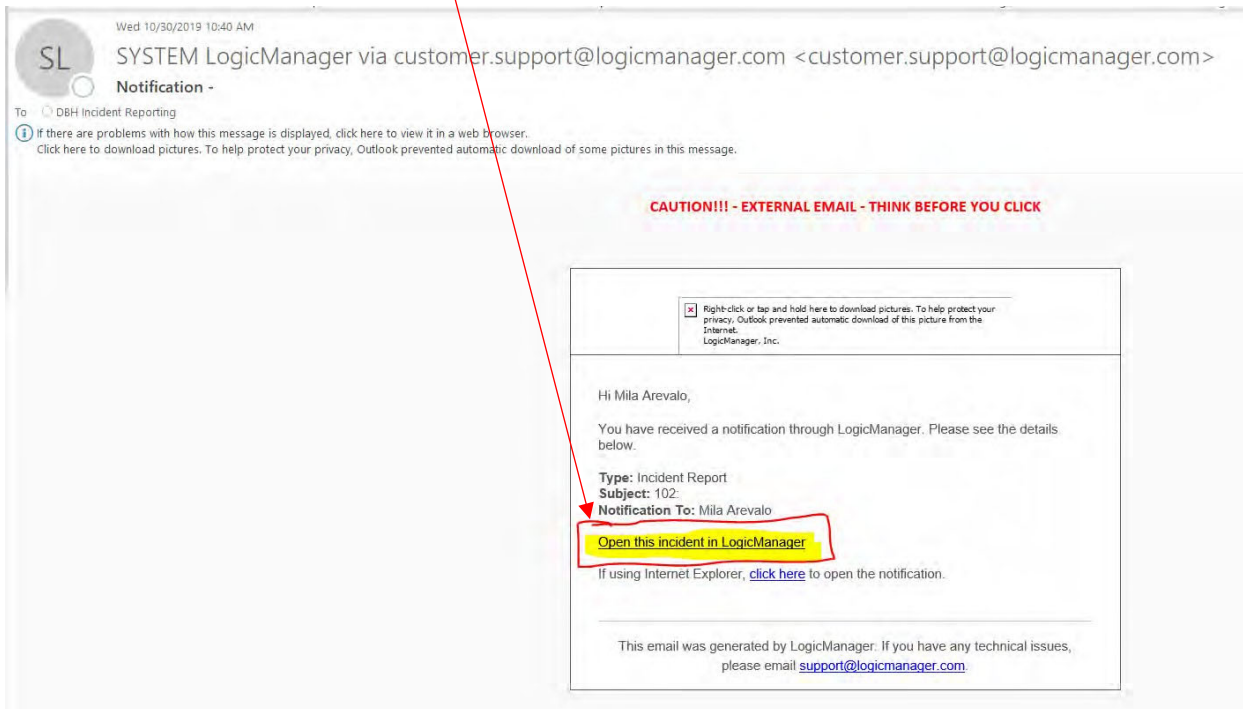
Outcome*

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

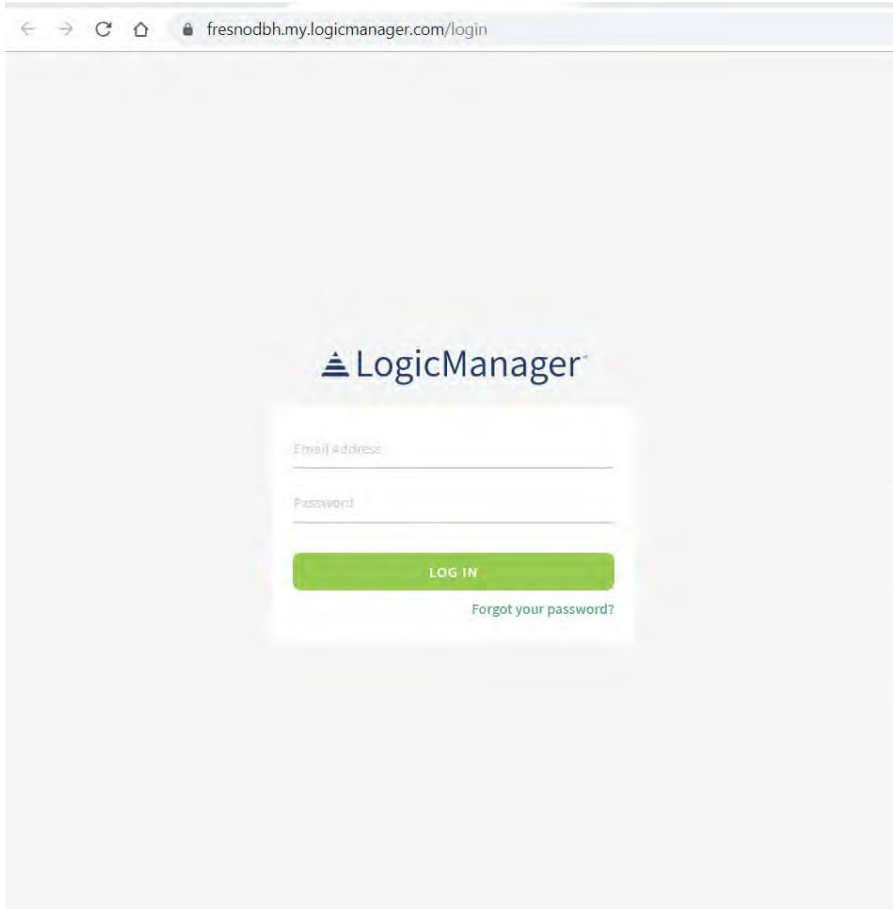
LogicManager

Thank you for your submission!

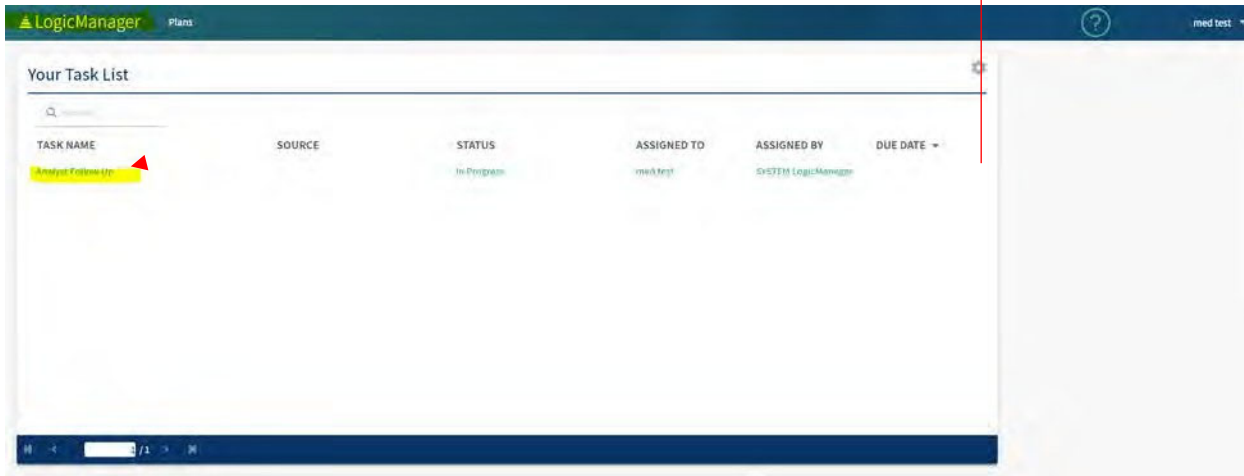
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on "Open this incident in Logic Manager" and the Logic Manager login screen will show.



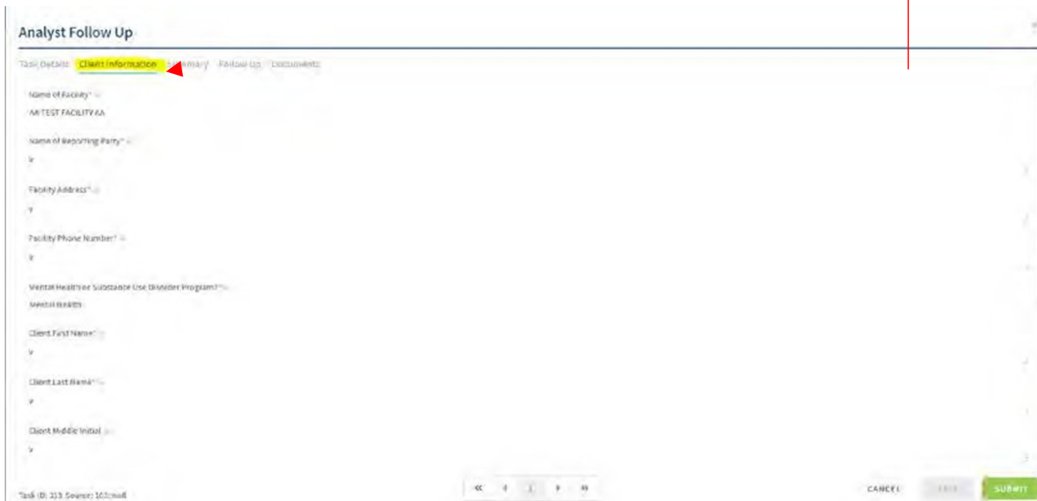
Enter in email address and password. First time users will be prompted to set up a password.



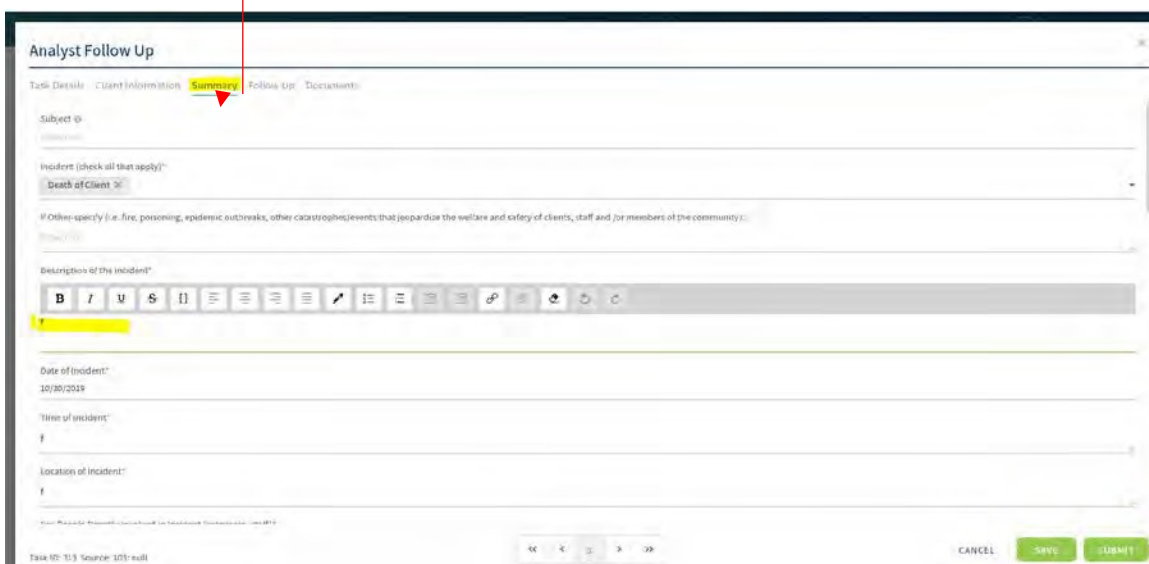
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



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.

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.

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 show on this screen, click on the next incident and start the review process again.

