

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of June 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **TURNING POINT OF CENTRAL CALIFORINA, INC.**, a California Private Non-Profit Corporation, whose service address is **3636 N FIRST ST. FRESNO, CA 93726 SUITE 135** and remit to address is **P.O. BOX 7447 VISALIA, CA 93290**, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH) has determined there is a need for certain Fresno County residents to receive Mental Health Outpatient Services and Substance Use Disorders treatment services as required by AB109 Public Safety Realignment and the Postrelease Community Supervision Act of 2011; and

WHEREAS, COUNTY is authorized to contract with privately operated agencies for the provision of alcohol and drug abuse treatment services, pursuant to parts of Title 9, Division 4 of the California Code of Regulations and Division 10.5 (commencing with section 11750) of the California Health and Safety Code; and

WHEREAS, CONTRACTOR is qualified and willing to provide said services pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities for the provision of mental health outpatient services and substance use disorders treatment services for the specific criminal justice population under supervision by the Probation Department awaiting trial, and adult population transfers set forth in AB 109, as identified in COUNTY's Request for Proposal (RFP) No. 17-064, dated March 9, 2017, and Addendum No. One (1) to COUNTY's RFP No. 17-064 dated April 4, 2017, hereinafter collectively referred to as COUNTY's Revised RFP No.17-064 and CONTRACTOR's response to said Revised RFP No. 17-064, dated April 20, 2017, all incorporated

1 herein by reference and made part of this Agreement. CONTRACTOR shall also perform all services
2 and fulfill all responsibilities in a manner consistent with the objectives and client outcomes identified
3 in Exhibit A, "Scope of Work," attached hereto and by this reference incorporated herein.

4 In the event of any inconsistency among these documents, the inconsistency shall
5 be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all
6 Exhibits, 2) to the Revised RFP No. 17-064, 3) to the Response to the Revised RFP No. 17-064. A
7 copy of COUNTY's Revised RFP No. 17-064 and CONTRACTOR's response shall be retained and
8 made available during the term of this Agreement by COUNTY's DBH Contracts Division.

9 B. CONTRACTOR shall maintain, at CONTRACTOR's cost, a computer system
10 compatible with COUNTY's Substance Abuse Information System (SAIS) for the provision of
11 submitting information required under the terms and conditions of this Agreement. CONTRACTOR
12 shall complete required SAIS data entry as follows: Registrations and admissions must be complete
13 within Five (5) business days of entry into the program and discharges within five (5) business days of
14 program completion or dismissal.

15 C. It is acknowledged by all parties hereto that COUNTY's DBH Contracts
16 Division shall monitor said substance use disorder treatment services and mental health outpatient
17 services operated by CONTRACTOR, in accordance with Section Fourteen (14) – MONITORING -
18 of this Agreement, Title 9, Title 22, and all other applicable local, state, and federal laws and policies.

19 D. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings
20 consisting of staff from COUNTY's DBH Contracts Division to discuss AB109 program
21 requirements, data reporting, training, policies and procedures, overall program operations, program
22 outcomes, and any problems or foreseeable problems that may arise.

23 E. CONTRACTOR shall maintain requirements as an organizational provider
24 throughout the term of this Agreement, as described in Section Sixteen (16) - COMPLIANCE WITH
25 STATE MEDICAL REQUIREMENTS - of this Agreement. If for any reason, this status is not
26 maintained, COUNTY may terminate this Agreement pursuant to Section Three (3) - TERMINATION
27 - of this Agreement.

28 F. CONTRACTOR's administrative level agency representative, who is duly

1 authorized to act on behalf of the CONTRACTOR, must attend regularly scheduled monthly
2 Behavioral Health Board Substance Use Disorder Committee meetings and regularly scheduled
3 provider meetings.

4 G. CONTRACTOR shall comply with all of the provisions set forth in the State-County
5 Contract made available by the Department of Behavioral (DBH), Contracts Division – Substance Use
6 Disorder (SUD) Services at the following web address and by this reference incorporated herein.

7 <http://www.co.fresno.ca.us/DepartmentPage.aspx?id=21309>. Contractor is referred therein as
8 “Subcontractor” and COUNTY is referred to therein as “Contractor”.

9 **2. TERM**

10 The term of this Agreement shall be for a period of three (3) years, commencing on July
11 1, 2017 through and including June 30, 2020. This Agreement may be extended for two (2) additional
12 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30)
13 days prior to the first day of the next twelve (12) month extension period. The DBH Director or his or
14 her designee is authorized to execute such written approval on behalf of COUNTY based on
15 CONTRACTOR’s satisfactory performance.

16 **3. TERMINATION**

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

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

- 23 1) An illegal or improper use of funds;
- 24 2) A failure to comply with any term of this Agreement;
- 25 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 26 4) Improperly performed service.

27 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
28 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.

Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand, or at COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DBH Director or designee upon the giving of sixty (60) days advance written notice of an intention to terminate.

4. COMPENSATION

A. COMPENSATION – COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the budget attached hereto and referenced herein as Exhibit B, "Budget".

1. The maximum amount for the period of July 1, 2017 through June 30, 2018 shall not exceed Two Million Seven Hundred Twenty-Four Thousand Nine Hundred Eighty-One and No/100 Dollars (\$2,724,981.00).

2. The maximum amount for the period of July 1, 2018 through June 30, 2019 shall not exceed Two Million Seven Hundred Twenty-Four Thousand Nine Hundred Eighty-One and No/100 Dollars (\$2,724,981.00).

3. The maximum amount for the period of July 1, 2019 through June 30, 2020 shall not exceed Two Million Seven Hundred Twenty-Four Thousand Nine Hundred Eighty-One and No/100 Dollars (\$2,724,981.00).

4. The maximum amount for the period of July 1, 2020 through June 30, 2021 shall not exceed Two Million Seven Hundred Twenty-Four Thousand Nine Hundred Eighty-One and No/100 Dollars (\$2,724,981.00).

5. The maximum amount for the period of July 1, 2021 through June 30, 2020 shall not exceed Two Million Seven Hundred Twenty-Four Thousand Nine Hundred Eighty-One and No/100 Dollars (\$2,724,981.00).

1 B. Prior to March 1st of each twelve (12) month period of this Agreement,
2 CONTRACTOR shall provide to COUNTY's DBH an updated budget in the format identified in
3 Exhibit B, for the upcoming twelve (12) month period. Each such budget shall require the approval of
4 COUNTY's DBH Director or his/her designee prior to April 1st for the upcoming twelve (12) month
5 period covered by said budget. If said budget is not received by the March 1st due date, the budget for
6 the upcoming twelve (12) month period will remain at the prior year's funding level. The maximum
7 amount of said approved budget shall not exceed the maximum compensation for the current
8 Agreement period.

9 C. If CONTRACTOR fails to generate the Medi-Cal revenue amounts set forth in
10 Exhibit B, "Budget," the County shall not be obligated to pay the difference between the estimated
11 revenue and the actual revenue generated.

12 It is further understood by COUNTY and CONTRACTOR that any Medi-Cal
13 revenue above the amounts stated herein will be used to directly offset the COUNTY's contribution of
14 funds as identified in Exhibit B, "Budget." The offset of funds will also be clearly identified in
15 monthly invoices received from CONTRACTOR as further described in Section Five (5) –
16 INVOICING - of this Agreement.

17 Travel shall be reimbursed based on actual expenditures and mileage reimbursement
18 shall be at CONTRACTOR's adopted rate per mile, not to exceed the IRS published rate.

19 Payment shall be made upon certification or other proof satisfactory to COUNTY's
20 DBH that services have actually been performed by CONTRACTOR as specified in this Agreement.

21 D. For services rendered herein, CONTRACTOR shall assure that an ongoing quality
22 assurance component is in place and is occurring. CONTRACTOR shall assure that clinical records for
23 each participant are of such detail and length that a review of said record will verify that appropriate
24 services were provided. If the record is unclear, incomplete, and/or indicates that appropriate services
25 were not provided, COUNTY reserves the right to withhold payment for the applicable unit(s) of
26 services. It is understood that all expenses incidental to CONTRACTOR's performance of services
27 under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply with any
28 provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

1 E. Payments by COUNTY to CONTRACTOR shall be in arrears, for services
2 provided during the preceding month, within forty-five (45) days after the date of receipt and approval
3 by COUNTY of the monthly invoicing as described in Section Five (5) – INVOICING - herein.
4 Payments shall be made after receipt and verification of actual expenditures incurred by
5 CONTRACTOR for monthly program costs, as identified in Exhibit B, in the performance of this
6 Agreement and shall be documented to COUNTY on a monthly basis by the twentieth (20th) of the
7 month following the month of said expenditures.

8 CONTRACTOR shall submit to COUNTY by the twentieth (20th) of each month a
9 detailed general ledger (GL) itemizing costs incurred in the previous month. Failure to submit GL
10 reports and supporting documentation shall be deemed sufficient cause for COUNTY to withhold
11 payments until there is compliance, as further described in Section Five (5) – INVOICING - herein.

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

15 All final invoices, including actual cost per unit, and/or any final budget
16 modification requests shall be submitted by CONTRACTOR within sixty (60) days following the final
17 month of service for which payment is claimed. No action shall be taken by COUNTY on invoices
18 submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by
19 CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to
20 COUNTY.

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

27 H. CONTRACTOR shall be held financially liable for any and all future
28 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State

1 audit process or COUNTY utilization review during the course of this Agreement. At COUNTY's
2 election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon
3 notification or shall be withheld from subsequent payments to CONTRACTOR. CONTRACTOR
4 shall not receive reimbursement for any units of services rendered that are disallowed or denied by the
5 Fresno County Mental Health Plan (Mental Health Plan) utilization review process or through the
6 DHCS cost report audit settlement process for Medi-Cal eligible clients.

7 I. It is understood by CONTRACTOR and COUNTY that this Agreement is funded
8 with mental health funds to serve individuals with SMI (Serious Mental Illness), many of whom have
9 co-occurring substance use disorders. It is further understood by CONTRACTOR and COUNTY that
10 funds shall be used to support appropriately integrated services for co-occurring substance use
11 disorders in the target population, and that integrated services can be documented in crisis
12 assessments, interventions, and progress notes documenting linkages.

13 J. Funding Sources – It shall be the obligation of CONTRACTOR to determine and
14 claim all revenue possible from private pay sources and third party payers. CONTRACTOR shall not
15 use any funds under this Agreement for services covered by Drug Medi-Cal, Medi-Cal, or other health
16 insurance for eligible beneficiaries.

17 K. Public Information - CONTRACTOR shall disclose its funding source in all
18 public information; however, this requirement of disclosure of funding source shall not be required in
19 spot radio or television advertising.

20 L. Lobbying Activity – CONTRACTOR shall not directly or indirectly use any of
21 the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to
22 support or defeat legislation pending before the Congress of the United States or the Legislature of the
23 State of California.

24 M. Political Activity – CONTRACTOR shall not directly or indirectly use any of the
25 funds under this Agreement for any political activity or to further the election or defeat of any
26 candidate for public office.

27 **5. INVOICING**

28 A. CONTRACTOR shall invoice COUNTY in arrears by the twentieth (20th) day of

1 each month for the prior month's actual services rendered to sas@co.fresno.ca.us. After
2 CONTRACTOR renders service to referred clients, CONTRACTOR will invoice COUNTY for
3 payment, certify the expenditure, and submit electronic claiming billing directly into COUNTY's
4 billing system for the DHCS reimbursements for all clients, including those eligible for Medi-Cal as
5 well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per
6 unit. COUNTY must pay CONTRACTOR before submitting a claim to DHCS for Federal
7 reimbursement for Medi-Cal eligible clients.

8 B. COUNTY's DBH shall invoice CONTRACTOR in arrears by the fifth (5th) day
9 of each month for the prior month's hosting fee for access to the COUNTY's electronic information
10 system in accordance with the fee schedule as set forth in Exhibit C, "Electronic Health Records
11 Software Charges" attached hereto and incorporated herein by reference. COUNTY shall invoice
12 CONTRACTOR annually for the annual maintenance and licensing fee for access to the COUNTY's
13 electronic information system in accordance with the fee schedule as set forth in Exhibit C.

14 COUNTY shall invoice CONTRACTOR annually for the Reaching Recovery fee for access to the
15 COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit
16 C. CONTRACTOR shall provide payment for these expenditures to COUNTY's Fresno County
17 Department of Behavioral Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712,
18 Attention: Business Office, within forty-five (45) days after the date of receipt by CONTRACTOR of
19 the invoicing provided by COUNTY.

20 C. At the discretion of COUNTY's DBH Director, or designee, if an invoice is
21 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee,
22 shall have the right to withhold payment as to only that portion of the invoice that is incorrect or
23 improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to
24 provide services for a period of ninety (90) days after notification of an incorrect or improper invoice.
25 If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY DBH's
26 satisfaction, COUNTY's DBH Director, or designee, may elect to terminate this Agreement, pursuant
27 to the termination provisions stated in Section Three (3) – TERMINATION - of this Agreement. In
28 addition, for invoices received sixty (60) days after the expiration of each term of this Agreement or

1 termination of this Agreement, at the discretion of COUNTY's DBH Director, or designee,
2 COUNTY's DBH shall have the right to deny payment of any additional invoices received.

3 D. Monthly invoices shall include a client roster, identifying volume reported by
4 payer group clients served (including third party payer of services) by month and year-to-date.

5 E. CONTRACTOR shall submit monthly invoices and general ledgers that itemize
6 the line item charges for monthly program costs (per applicable budget, as identified in Exhibit B,
7 "Budget"), including the cost per unit calculation based on clients served within that month,
8 supporting documentation for each expense, and excluding unallowable costs. Unallowable costs
9 such as lobbying or political donations must be deducted from the monthly invoice reimbursements.
10 The invoices and general ledgers will serve as tracking tools to determine if CONTRACTOR's
11 program costs are in accordance with its budgeted cost, and cost per unit negotiated by service modes
12 compared to actual cost per unit, as set forth in Exhibit B, "Budget." The actual cost per unit will be
13 based upon total costs and total units of service. It will also serve for the COUNTY to certify the
14 public funds expended for purposes of claiming Federal and State reimbursement for the cost of
15 Medi-Cal services and activities.

16 F. CONTRACTOR will remit annually within ninety (90) days from June 30, a
17 schedule to provide the required information on published charges for all authorized direct specialty
18 mental health services. The published charge listing will serve as a source document to determine the
19 CONTRACTOR's usual and customary charges prevalent in the public mental health sector that are
20 used to bill the general public, insurers or other non-Medi-Cal third party payers during the course of
21 business operations.

22 G. CONTRACTOR shall submit monthly staffing reports that identify all direct
23 service and support staff, applicable licensure/certifications, and full time hours worked to be used as
24 a tracking tool to determine if CONTRACTOR's program is staffed according to the services
25 provided under this Agreement.

26 H. CONTRACTOR must maintain such financial records for a period of seven (7)
27 years or until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be
28 responsible for any disallowances related to inadequate documentation.

1 I. CONTRACTOR is responsible for collection and managing data in a manner to
2 be determined by DHCS and the Mental Health Plan in accordance with applicable rules and
3 regulations. COUNTY's electronic information system is a critical source of information for
4 purposes of monitoring service volume and obtaining Federal and State reimbursement.
5 CONTRACTOR must attend COUNTY DBH's Business Office training on equipment reporting for
6 assets, intangible and sensitive minor assets; COUNTY's electronic information system; and related
7 cost reporting.

8 J. CONTRACTOR shall submit service data into COUNTY's electronic
9 information system within ten (10) calendar days from the date services were rendered. Federal and
10 State reimbursement for Medi-Cal specialty mental health services is based on public expenditures
11 certified by the CONTRACTOR. CONTRACTOR must submit a signed certified public expenditure
12 report, with each respective monthly invoice. DHCS expects the claims for Federal and State
13 reimbursement to equal the amount the COUNTY paid the CONTRACTOR for the service rendered
14 less any funding sources not eligible for Federal and State reimbursement.

15 K. CONTRACTOR must provide all necessary data to allow the COUNTY to bill
16 Medi-Cal, and any other third-party source, for services and meet State and Federal reporting
17 requirements. The necessary data can be provided by a variety of means, including but not limited to:
18 1) direct data entry into COUNTY's information system; 2) providing an electronic file compatible
19 with COUNTY's information system; or 3) integration between COUNTY's electronic information
20 system and CONTRACTOR's information system(s).

21 L. If a Medi-Cal client has other health coverage (OHC), such as private
22 insurance, or Federal Medicare, the CONTRACTOR will be responsible for billing the carrier and
23 obtaining a payment/denial, or have validation of claiming with no response ninety (90) days after
24 the claim was mailed, before the service can be entered into the COUNTY's electronic information
25 system. A copy of explanation of benefits or CMS 1500 is required as documentation.
26 CONTRACTOR must report all revenue collected from OHC, third party, client-pay or private-pay
27 in each monthly invoice and in the cost report that is required to be submitted. CONTRACTOR
28 shall submit monthly invoices for reimbursement that equal the amount due CONTRACTOR less

1 any funding sources not eligible for Federal and State reimbursement. CONTRACTOR must
2 comply with all laws and regulations governing the Federal Medicare program, including, but not
3 limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section 1395 et seq; and 2) the
4 regulations and rules promulgated by the Federal Centers for Medicare and Medicaid Services as
5 they relate to participation, coverage and claiming reimbursement. CONTRACTOR will be
6 responsible for compliance as of the effective date of each Federal, State or local law or regulation
7 specified.

8 M. Data entry shall be the responsibility of the CONTRACTOR. The direct
9 specialty mental health services data must be reconciled by the CONTRACTOR to the monthly
10 invoices submitted for payment. COUNTY shall monitor the volume of services and cost of services
11 entered into COUNTY's electronic information system. Any and all audit exceptions resulting from
12 the provision and reporting of Medi-Cal services by CONTRACTOR shall be the sole responsibility
13 of the CONTRACTOR. CONTRACTOR will comply with all applicable policies, procedures,
14 directives and guidelines regarding the use of COUNTY's electronic information system.

15 N. Medi-Cal Certification and Mental Health Plan Compliance

16 CONTRACTOR will establish and maintain Medi-Cal certification or become
17 certified within ninety (90) days of the effective date of this Agreement through COUNTY to provide
18 reimbursable services to Medi-Cal eligible adult clients. In addition, CONTRACTOR shall work
19 with the COUNTY's DBH to execute the process if not currently certified by COUNTY for
20 credentialing of staff. During this process, the CONTRACTOR will obtain a legal entity number
21 established by the DHCS, as this is a requirement for maintaining Mental Health Plan organizational
22 provider status throughout the term of this Agreement. CONTRACTOR will be required to become
23 Medi-Cal certified prior to providing services to Medi-Cal eligible clients and seeking reimbursement
24 from the COUNTY. CONTRACTOR will not be reimbursed by COUNTY for any services rendered
25 prior to certification.

26 CONTRACTOR shall provide specialty mental health services in accordance
27 with the COUNTY's Mental Health Plan. CONTRACTOR must comply with the "Fresno County
28 Mental Health Plan Compliance Program and Code of Conduct" set forth in Exhibit D, attached

1 hereto and incorporated herein by reference and made part of this Agreement.

2 CONTRACTOR may provide direct specialty mental health services using
3 unlicensed staff as long as the individual is approved as a provider by the Mental Health Plan, is
4 supervised by licensed staff, works within his/her scope and only delivers allowable direct specialty
5 mental health services. It is understood that each service is subject to audit for compliance with
6 Federal and State regulations, and that COUNTY may be making payments in advance of said
7 review. In the event that a service is disapproved, COUNTY may, at its sole discretion, withhold
8 compensation or set off from other payments due the amount of said disapproved services.
9 CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services or incorrect
10 application of utilization review requirements.

11 **6. INDEPENDENT CONTRACTOR**

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

23 Because of its status as an independent contractor, CONTRACTOR shall have
24 absolutely no right to employment rights and benefits available to COUNTY employees.
25 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
26 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
27 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
28 including compliance with Social Security, withholding, and all other regulations governing such

1 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
2 providing services to others unrelated to COUNTY or to this Agreement.

3 **7. MODIFICATION**

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

6 Notwithstanding the above, changes to services as needed to accommodate changes in
7 the law relating to mental health and substance use disorder treatment, as set forth in Exhibit A,
8 “Scope of Work,” may be made with the signed written approval of COUNTY’s DBH Director or
9 designee and CONTRACTOR through an amendment approved by County Counsel and Auditor.

10 Changes to line items in the budget, as set forth in Exhibit B, “Budget,” that do not
11 exceed 10% of the maximum compensation payable to the CONTRACTOR, and changes to the
12 volume of units of services/types of service units to be provided as set forth in Exhibit B, may be
13 made with the written approval of COUNTY’s Department of Behavioral Health Director, or
14 designee. Changes to the line items in the budget that exceed 10% of the maximum compensation
15 payable to the CONTRACTOR, may be made with the signed written approval of COUNTY’s
16 Department of Behavioral Health Director, or designee through an amendment approved by County
17 Counsel and Auditor. In addition, changes to the fee schedule identified as Exhibit C, “Electronic
18 Health Records Software Charges”, may be made with the written approval of COUNTY’s
19 Department of Behavioral Health Director, or designee. Said budget line item, service volume/types
20 of service unit, and fee schedule changes shall not result in any change to the annual maximum
21 compensation amount payable to CONTRACTOR, as stated in this Agreement.

22 **8. NON-ASSIGNMENT**

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

25 **9. HOLD HARMLESS**

26 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
27 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
28 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to

COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement. CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the part of CONTRACTOR.

10. INSURANCE

Without limiting COUNTY's right to obtain indemnification from 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 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

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

C. Real and Personal Property

CONTRACTOR shall maintain a policy of insurance for all risk personal property coverage which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of the County purchased and owned property, at a minimum, as discussed in Section Twenty-One (21), PROPERTY OF COUNTY, of this Agreement.

D. All Risk Property Insurance

1 CONTRACTOR will provide property coverage for the full replacement value of
2 the County's Personal Property in the possession of CONTRACTOR and/or used
3 in the execution of this Agreement. COUNTY will be identified on an
4 appropriate certificate of insurance as the certificate holder and will be named as
5 an Additional Loss Payee on the Property Insurance Policy.

6 E. Professional Liability

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

14 F. Worker's Compensation

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

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

25 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
26 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
27 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133
28 N. Millbrook Avenue, Fresno, California, 93703, Attention: Contracts Division, stating that such
insurance coverages have been obtained and are in full force; that the County of Fresno, its officers,
agents and employees will not be responsible for any premiums on the policies; that such Commercial
General Liability insurance names the County of Fresno, its officers, agents and employees,

1 individually and collectively, as additional insured, but only insofar as the operations under this
2 Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
3 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
4 employees, shall be excess only and not contributing with insurance provided under
5 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
6 minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

13 **11. LICENSES/CERTIFICATES**

14 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff
15 shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary
16 for the provision of the services hereunder and required by the laws and regulations of the United States
17 of America, State of California, the County of Fresno, and any other applicable governmental agencies.
18 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain
19 such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of
20 any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply
21 with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

22 **12. RECORDS**

23 A. CONTRACTOR shall maintain records in accordance with Exhibit E,
24 "Documentation Standards for Client Records", attached hereto and by this reference incorporated
25 herein and made part of this Agreement. During site visits, COUNTY shall be allowed to review
26 records of services provided, including the goals and objectives of the treatment plan, and how the
27 therapy provided is achieving the goals and objectives.

28 B. CONTRACTOR may maintain its records in COUNTY's Electronic Health

1 Record (EHR) system in accordance with Exhibit E, "Documentation Standards for Client Records".
2 The client record shall begin with registration and intake and include client authorizations,
3 assessments, plans of care, and progress notes, as well as other documents as approved by the
4 COUNTY's DBH. COUNTY shall be allowed to review records of services provided, including the
5 goals and objectives of the treatment plan and how the therapy provided is achieving the goals and
6 objectives. If CONTRACTOR determines to maintain its records in the COUNTY's EHR system, it
7 shall provide COUNTY's DBH Director, or designee, with a thirty (30) day notice. If at any time
8 CONTRACTOR chooses not to maintain its records in the COUNTY's EHR system, it shall provide
9 COUNTY's DBH Director, or designee, with a thirty (30) day notice and CONTRACTOR will be
10 responsible for obtaining its own system, at its own cost, for Electronic Health Records management.

11 C. Disclaimer – COUNTY makes no warranty or representation that information
12 entered into the COUNTY's EHR system by CONTRACTOR will be accurate, adequate or
13 satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's
14 possession or control, or transmitted or received by CONTRACTOR, is or will be secure from
15 unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely responsible for
16 client information entered by CONTRACTOR into the COUNTY's EHR system. CONTRACTOR
17 agrees that all Private Health Information (PHI) maintained by CONTRACTOR in COUNTY's EHR
18 system will be maintained in conformance with all HIPAA laws, as stated in Section Nineteen (19) -
19 "HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT."

20 D. Documentation – CONTRACTOR shall maintain adequate records in sufficient
21 detail to make possible an evaluation of services, and contain all the data necessary in reporting to the
22 State of California and/or Federal agency. All client records shall be maintained pursuant to
23 applicable State of California and Federal requirements concerning confidentiality.

24 E. Suspension of Compensation – In the event that CONTRACTOR fails to provide
25 reports specified in this Agreement, it shall be deemed sufficient cause for COUNTY to withhold
26 payments until CONTRACTOR is in compliance with reporting requirements.

27 F. Client Confidentiality – CONTRACTOR shall conform to and COUNTY shall
28 monitor compliance with all State and Federal statutes and regulations regarding confidentiality,

1 including but not limited to confidentiality of information requirements of 42 Code of Federal
2 Regulations §2.1 et seq., Welfare and Institutions Code § 5328, 10850 and 14100.2, Health and
3 Safety Code § 11977 and 11812, Civil Code, Division 1, Part 2.6, and 22 California Code of
4 Regulations §51009.

5 **13. REPORTS**

6 **Mental Health Services**

7 **A. Outcome Reports**

8 CONTRACTOR shall submit to COUNTY's DBH service outcome reports as
9 requested by COUNTY's DBH. Outcome reports and outcome requirements are subject to change at
10 COUNTY's DBH discretion.

11 **B. Additional Reports**

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

19 **C. Cost Report** – CONTRACTOR agrees to submit a complete and accurate
20 detailed cost report on an annual basis for each fiscal year ending June 30th in the format prescribed by
21 the State DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for
22 programs. The cost report will be the source document for several phases of settlement with the DHCS
23 for the purposes of Short Doyle Medi-Cal reimbursement. CONTRACTOR shall report costs under
24 their approved legal entity number established during the Medi-Cal certification process. The
25 information provided applies to CONTRACTOR for program related costs for services rendered to
26 Medi-Cal and non Medi-Cal clients. The CONTRACTOR will remit a schedule to provide the required
27 information on published charges for all authorized services. The report will serve as a source
28 document to determine their usual and customary charge prevalent in the public mental health sector

1 that is used to bill the general public, insurers or other non-Medi-Cal third party payers during the
2 course of business operations. CONTRACTOR must report all collections for Medi-Cal/Medicare
3 services and collections. The CONTRACTOR shall also submit with the cost report a copy of the
4 CONTRACTOR's general ledger that supports revenues, expenditures, and a reconciled detailed report
5 of reported total units of services rendered under this Agreement compared to the units of services
6 reported by CONTRACTOR to COUNTY's electronic information system.

7 Each fiscal year ending June 30, CONTRACTOR shall remit a hard copy of their
8 annual cost report with a signed cover letter and requested support documents to County of Fresno,
9 Attention: DBH Cost Report Team, P.O. Box 45003, Fresno, CA 93718. In addition,
10 CONTRACTOR shall remit an electronic copy of any inquiries to
11 DBHcostreportteam@co.fresno.ca.us. COUNTY shall provide instructions of the cost report, cost
12 report training, State DHCS cost report template worksheets, and deadlines to submit the cost reports
13 as determined by the State each fiscal year.

14 All cost reports must be prepared in accordance with General Accepted
15 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3)
16 and 5718(c). Unallowable costs such as lobby or political donations must be deducted on the cost
17 report and invoice reimbursements.

18 If the CONTRACTOR does not submit the cost report by the deadline, including
19 any extension period granted by the COUNTY, the COUNTY may withhold payments of pending
20 invoicing under compensation until the cost report has been submitted and clears COUNTY desk
21 audit for completeness.

22 D. Settlements with State Department of Health Care Services (DHCS)

23 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree
24 to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit
25 settlement findings related to the reimbursements provided under this Agreement. CONTRACTOR
26 will participate in the several phases of settlements between COUNTY, CONTRACTOR and DHCS.
27 The phases of initial cost reporting for settlement according to State reconciliation of records for paid
28 Medi-Cal services and audit settlement are: DHCS audit: 1) initial cost reporting - after an internal

1 review by COUNTY, the COUNTY files cost report with State DHCS on behalf of the
2 CONTRACTOR's legal entity for the fiscal year; 2) Settlement –State reconciliation of records for
3 paid Medi-Cal services, approximately eighteen (18) to thirty-six (36) months following the State
4 close of the fiscal year, DHCS will send notice for any settlement under this provision will be sent to
5 the COUNTY; and 3) Audit Settlement-State DHCS audit. After final reconciliation and settlement,
6 COUNTY and/or DHCS may conduct a review of medical records, cost report along with support
7 documents submitted to COUNTY in initial submission to determine accuracy and may disallow
8 costs and/or units of service reported on the CONTRACTOR's legal entity cost report. COUNTY
9 may choose to appeal and therefore reserves the right to defer payback settlement with
10 CONTRACTOR until resolution of the appeal. DHCS Audits will follow Federal Medicaid
11 procedures for managing overpayments.

12 If at the end of the Audit Settlement, the COUNTY determines that it overpaid
13 the CONTRACTOR, it will require the CONTRACTOR to repay the Medi-Cal related
14 overpayment back to the COUNTY.

15 Funds owed to COUNTY will be due within forty-five (45) days of notification
16 by the COUNTY, or COUNTY shall withhold future payments until all excess funds have been
17 recouped by means of an offset against any payments then or thereafter owing to CONTRACTOR
18 under this or any other Agreement.

19 **Substance Use Disorder Services**

20 CONTRACTOR(S) shall submit all information and data required by State, including, but not
21 limited to the following:

22 1. Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting
23 List Record (WLR) in an electronic format provided by the State and due no later than five (5) days
24 after the preceding month; and

25 2. CalOMS Treatment – Submit CalOMS treatment admission, discharge, annual
26 update, and “provider activity report” record in an electronic format through COUNTY's SAIS
27 system, and on a schedule as determined by the COUNTY which complies with State requirements
28 for data content, data quality, reporting frequency, reporting deadlines, and report method and due no

1 later than five (5) days after the preceding month. All CalOMS admissions, discharges, and annual
2 updates must be entered into the COUNTY's CalOMS system within twenty-four (24) hours of
3 occurrence; and

4 3. CONTRACTOR(S) shall submit to COUNTY monthly fiscal and all program
5 reports within twenty (20) days of the end of each month.

6 4. Americans with Disabilities (ADA) – Annually, upon request by DBH,
7 CONTRACTOR(S) shall complete a system-wide accessibility survey in a format determined by
8 DBH for each service location and modality and shall submit an ADA Accessibility Certification and
9 Self-Assessment, including an Implementation Plan, for each service location.

10 5. Cost Reports – On an annual basis for each fiscal year ending June 30th
11 CONTRACTOR(S) shall submit a complete and accurate detailed cost report(s). Cost reports must be
12 submitted to the COUNTY as a hard copy with a signed cover letter and an electronic copy by the
13 due date. Submittal must also include any requested support documents such as general ledgers. All
14 reports submitted by CONTRACTOR(S) to COUNTY must be typewritten. COUNTY will issue
15 instructions for completion and submittal of the annual cost report, including the relevant cost report
16 template(s) and due dates within forty-five (45) days of each fiscal year end. All cost reports must be
17 prepared in accordance with Generally Accepted Accounting Principles. Unallowable costs such as
18 lobbying or political donations must be deducted from the cost report and all invoices. If the
19 CONTRACTOR(S) does not submit the cost report by the due date, including any extension period
20 granted by the COUNTY, the COUNTY may withhold payment of pending invoices until the cost
21 report(s) has been submitted and clears COUNTY desk audit for completeness and accuracy.

22 A. DMC - A DMC cost report must be submitted in a format prescribed by
23 DHCS for the purposes of Short Doyle Medi-Cal reimbursement of total costs for all programs.
24 CONTRACTOR(S) shall report costs under their approved legal entity number established during the
25 DMC certification process. Total units of service reported on the cost report will be compared to the
26 units of services entered by CONTRACTOR(S) into COUNTY's data system. CONTRACTOR(S)
27 will be required to correct discrepancies and resubmit to COUNTY prior to COUNTY's final
28 acceptance of the cost report.

1 B. OTHER FUNDING SOURCES – CONTRACTOR(S) will be required to
2 submit a cost report on a form(s) approved and provided by the COUNTY to reflect actual costs and
3 reimbursement for services provided through funding sources other than DMC. Contracts that include
4 a negotiated rate per unit of service will be reimbursed only for the costs of approved units of service
5 up to the negotiated unit of service rate approved in the Agreement, regardless of the contract
6 maximum. If the cost report indicates an amount due to COUNTY, CONTRACTOR(S) shall submit
7 payment with the report. If an amount is due to CONTRACTOR(S) COUNTY shall reimburse
8 CONTRACTOR within forty-five (45) days of receiving and accepting the year-end cost report.

9 C. MULTIPLE FUNDING SOURCES – CONTRACTOR(S) who have
10 multiple agreements for the same services provided at the same location where at least one of the
11 Agreements is funded through DMC and the other funding is other federal or county realignment
12 funding will be required to complete DMC cost reports and COUNTY approved cost reports. Such
13 Agreements will be settled for actual costs in accordance with Medicaid reimbursement requirements
14 as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid
15 Plan.

16 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR(S)
17 agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit
18 settlement findings related to the DMC and realignment reimbursements. DHCS audit process is
19 approximately eighteen (18) to thirty-six (36) months following the close of the State fiscal year.
20 COUNTY may choose to appeal DHCS settlement results and therefore reserves the right to defer
21 payback settlement with CONTRACTOR(S) until resolution of the appeal.

22 In the event that CONTRACTOR(S) fails to provide such reports or other information
23 required hereunder, it shall be deemed sufficient cause for the COUNTY to withhold monthly
24 payments until there is compliance. In addition, the CONTRACTOR shall provide written
25 notification and explanation to the COUNTY within fifteen (15) days of any funds received from
26 another source to conduct the same services covered by this Agreement.

27 **14. MONITORING**

28 CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director and

DHCS, or their designees, the right to review and monitor records, programs or procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement.

Outcomes – COUNTY's DBH Director, or her designee, and the California Department of Health Care Services (DHCS), or their designees shall monitor and evaluate the performance of CONTRACTOR(S) under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement. At the discretion of the COUNTY, a subcontractor may be obtained by the COUNTY to independently evaluate and monitor the performance of the CONTRACTOR. CONTRACTOR shall participate in the evaluation of the program as needed, at the discretion of COUNTY.

COUNTY shall recapture from CONTRACTOR the value of any services or other expenditures determined to be ineligible based on the COUNTY or State monitoring results. At the discretion of the COUNTY, recoupment can be made through a future invoice reduction or reimbursement by the CONTRACTOR.

CONTRACTOR shall participate in a program review of the program at least yearly or more frequently, or as needed, at the discretion of COUNTY. The CONTRACTOR agrees to supply all information requested by the COUNTY, DHCS and/or the subcontractor during the program evaluation, monitoring, and/or review.

15. REFERENCES TO LAWS AND RULES

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

16. COMPLIANCE WITH STATE REQUIREMENTS

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

1 **17. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS**

2 CONTRACTOR shall be required to maintain organizational provider certification by
3 Fresno County. CONTRACTOR must meet Medi-Cal organization provider standards as listed in
4 Exhibit G, "Medi-Cal Organizational Provider Standards," attached hereto and by this reference
5 incorporated herein and made part of this Agreement. It is acknowledged that all references to
6 Organizational Provider and/or Provider in Exhibit G, "Medi-Cal Organizational Provider Standards,"
7 shall refer to CONTRACTOR. In addition, CONTRACTOR shall inform every client of their rights
8 under the COUNTY's Mental Health Plan as described in Exhibit H, "Fresno County Mental Health
9 Plan," attached hereto and by this reference incorporated herein and made part of this Agreement.
10 CONTRACTOR shall also file an incident report for all incidents involving clients, following the
11 protocol and using the "Incident Report Worksheet" identified in Exhibit I, "Grievances and Incident
12 Reporting," attached hereto and by this reference incorporated herein and made part of this
13 Agreement, or a protocol and worksheet presented by CONTRACTOR that is accepted by
14 COUNTY's DBH Director, or designee.

15 **18. CONFIDENTIALITY**

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

19 **19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

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

26 COUNTY and CONTRACTOR intend to protect the privacy and provide for the
27 security of PHI pursuant to the Agreement in compliance with HIPAA, the Health Information
28 Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations

1 promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations)
2 and other applicable laws.

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

7 **20. DATA SECURITY**

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

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

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

- 17 1. CONTRACTOR has received authorization by COUNTY for
18 telecommuting purposes;
- 19 2. Current virus protection software is in place;
- 20 3. Mobile device has the remote wipe feature enabled; and
- 21 4. A secure connection is used.

22 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

1 C. COUNTY-Owned Computer Equipment

2 CONTRACTOR, including its subcontractors and employees, may not use
3 COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization
4 from the COUNTY's Chief Information Officer, and/or designee(s).

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

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

12 F. Confidential client information transmitted to one party by the other by means of
13 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
14 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

19 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents
20 arising from a possible breach of security related to COUNTY's confidential client information
21 provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to
22 affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion.
23 CONTRACTOR will be responsible for all costs incurred as a result of providing the required
24 notification.

25 **21. PROPERTY OF COUNTY**

26 A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and
27 intangible property obtained or controlled under COUNTY's Mental Health Plan for use in operational
28 capacity and will benefit COUNTY for a period more than one (1) year. Depreciation of the qualified

items will be on a straight-line basis.

For COUNTY purposes, fixed assets must fulfill three qualifications:

1. Asset must have life span of over one year.
2. The asset is not a repair part.
3. The asset must be valued at or greater than the capitalization thresholds for the asset type:

<u>Asset type</u>	<u>Threshold</u>
• land	\$0
• buildings and improvements	\$100,000
• infrastructure	\$100,000
• be tangible	\$5,000
○ equipment	
○ vehicles	
• or intangible asset	\$100,000
○ Internally generated software	
○ Purchased software	
○ Easements	
○ Patents	

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset it will be tagged with a COUNTY program number. A Fixed Asset Log will be maintained by COUNTY's Asset Management System and inventoried annually until the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DBH Asset Inventory System.

B. Certain purchases under Five Thousand and No/100 Dollars (\$5,000.00) with over one (1) year life span, and are mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR maintains a tracking system on the items and is not required to be capitalized or depreciated. The items are subject to annual inventory for compliance.

C. Assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate

1 in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination of this
2 Agreement, CONTRACTOR shall be physically present when fixed and inventoried assets are
3 returned to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all
4 COUNTY owned undepreciated fixed and inventoried assets, or the monetary value of said assets if
5 unable to produce the assets at the expiration or termination of this Agreement.

6 CONTRACTOR further agrees to the following:

7 1. To maintain all items of equipment in good working order and condition,
8 normal wear and tear excepted;

9 2. To label all items of equipment with COUNTY assigned program number,
10 to perform periodic inventories as required by COUNTY and to maintain an inventory list showing
11 where and how the equipment is being used in accordance with procedures developed by COUNTY.
12 All such lists shall be submitted to COUNTY within ten (10) days of any request therefore;

13 3. To report in writing to COUNTY immediately after discovery, the loss or
14 theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted
15 and a copy of the police report submitted to COUNTY.

16 A. The purchase of any equipment by CONTRACTOR with funds provided
17 hereunder shall require the prior written approval of COUNTY's DBH Director or designee, shall fulfill
18 the provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's
19 services or activity under the terms of this Agreement. COUNTY's DBH may refuse reimbursement for
20 any costs resulting from equipment purchased, which are incurred by CONTRACTOR, if prior written
21 approval has not been obtained from COUNTY's DBH Director or designee.

22 B. CONTRACTOR must obtain prior written approval from COUNTY's DBH
23 whenever there is any modification or change in the use of any property acquired or improved, in whole
24 or in part, using funds under this Agreement. If any real or personal property acquired or improved with
25 said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which does not
26 qualify under this program, CONTRACTOR shall reimburse COUNTY in an amount equal to the
27 current fair market value of the property, less any portion thereof attributable to expenditures of non-
28 program funds. These requirements shall continue in effect for the life of the property. In the event the

1 program is closed out, the requirements for this Section shall remain in effect for activities or property
2 funded with said funds, unless action is taken by the State government to relieve COUNTY of these
3 obligations.

4 **22. NON-DISCRIMINATION**

5 During the performance of this Agreement, CONTRACTOR shall not unlawfully
6 discriminate against any employee or applicant for employment, or recipient of services, because of
7 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
8 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
9 sexual orientation, or military or veteran status pursuant to all applicable State and Federal statutes and
10 regulations.

11 A. Eligibility for Services - CONTRACTOR(S) shall prepare, prominently post in its
12 facility, and make available to the DBH Director or designee and to the public all eligibility
13 requirements to participate in the program funded under this Agreement. CONTRATOR(S) shall not
14 unlawfully discriminate in the provision of services because of race, religious creed, color, national
15 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital
16 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran
17 status as provided by State of California and Federal law in accordance with Title VI of the Civil
18 Rights Act of 1964 (42 USC section 2000(d)); Age Discrimination Act of 1975 (42 USC section
19 1681); Rehabilitation Act of 1973 (29 USC section 794); Education Amendments of 1972 (20 USC
20 section 1681); Americans with Disabilities Act of 1990 (42 USC section 12132); Title 45, Code of
21 Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (California
22 Government Code section 12900); and regulations promulgated thereunder (Title 2, CCR, section
23 7285.0); Title 2, Division 3, Article 9.5 of the California Government Code commencing with section
24 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations commencing with
25 section 10800.

26 B. Equal Opportunity - CONTRACTOR(S) shall comply with California
27 Government Code, section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5,
28 in matters related to the development, implementation, and maintenance of a nondiscrimination

1 program. CONTRACTOR(S) shall not discriminate against any employee or applicant for
2 employment because of race, religious creed, color, national origin, ancestry, physical disability,
3 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
4 gender expression, age, sexual orientation, or military or veteran status. Such practices include
5 retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of
6 pay or other forms of compensation, use of facilities, and other terms and conditions of employment.
7 CONTRACTOR(S) agrees to post in conspicuous places, notices available to all employees and
8 applicants for employment setting forth the provisions of the Equal Opportunity Act (42 USC section
9 2000(e)) in conformance with Federal Executive Order No. 11246. CONTRACTOR (S) agrees to
10 comply with the provisions of the Rehabilitation Act of 1973 (29 USC section 794).

11 C. Suspension of Compensation - If an allegation of discrimination occurs, DBH
12 may withhold all further funds, until CONTRACTOR(S) can show by clear and convincing evidence
13 to the satisfaction of DBH that funds provided under this Agreement were not used in connection with
14 the alleged discrimination.

15 D. Nepotism - Except by consent of the DBH Director or designee, no person shall
16 be employed by CONTRACTOR(S) who is related by blood or marriage to or who is a member of the
17 Board of Directors or an officer of CONTRACTOR.

18 E. New Facilities and Disability Access - New facilities shall be wheelchair
19 accessible and provide access to the disabled, consistent with Title 9, California Code of Regulations,
20 section 10820. If a new facility will be utilized, a plan ensuring accessibility to the disabled must be
21 developed. DBH shall assess, monitor, and document CONTRACTOR(S)' compliance with the
22 Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that
23 recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without
24 regard to physical or mental disability and that CONTRACTOR(S) has provided a facility accessible
25 to the physically disabled.

26 **23. CULTURAL COMPETENCY**

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

28 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. section 2000d, and 45 C.F.R.

1 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance
2 from discriminating against persons based on race, color, national origin, sex, disability or religion.
3 This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access
4 and participation in federally funded programs through the provision of comprehensive and quality
5 bilingual services.

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

11 C. CONTRACTOR shall not use minors as interpreters.

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

24 E. In compliance with the State mandated Culturally and Linguistically Appropriate
25 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to
26 COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR's
27 plan to address all fifteen national cultural competency standards as set forth in Exhibit J, "National
28 Standards for Culturally and Linguistically Appropriate Services in Health and Health Care," attached

hereto and incorporated by this reference. COUNTY's annual on-site review of CONTRACTOR shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, CONTRACTOR's plan must be updated accordingly.

24. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

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

25. SINGLE AUDIT CLAUSE

A. If any CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR shall include a corrective

1 action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any
2 material non-compliance or weakness found as a result of such audit. Such audits shall be delivered to
3 COUNTY's DBH Business Office for review within nine (9) months of the end of any fiscal year in
4 which funds were expended and/or received for the program. Failure to perform the requisite audit
5 functions as required by this Agreement may result in COUNTY performing the necessary audit tasks,
6 or at COUNTY's option, contracting with a public accountant to perform said audit, or may result in the
7 inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to
8 this Agreement are the sole responsibility of CONTRACTOR.

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

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

27 **26. COMPLIANCE**

28 CONTRACTOR agrees to comply with COUNTY's Contractor Code of Conduct and

1 Ethics and the COUNTY's Compliance Program in accordance with Exhibit D, "Fresno County
2 Mental Health Plan Compliance Program." Within thirty (30) days of entering into this Agreement
3 with the COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents and
4 subcontractors providing services under this Agreement certify in writing, that he or she has received,
5 read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR
6 shall ensure that within thirty (30) days of hire, all new employees, agents and subcontractors
7 providing services under this Agreement shall certify in writing that he or she has received, read,
8 understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR
9 understand that the promotion of and adherence to the code of Conduct and Ethics is an element in
10 evaluating the performance of CONTRACTOR and its employees, agents and subcontractors.

11 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
12 employees, agent and subcontractors providing services under this Agreement shall complete general
13 compliance training and appropriate employees, agents and subcontractors shall complete
14 documentation and billing or billing/reimbursement training. All new employees, agents and
15 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual
16 required to attend training shall certify in writing that he or she has received the required training.
17 The certification shall specify the type of training received and the date received. The certification
18 shall be provided to the COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California
19 93703. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed
20 upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of
21 this Agreement.

22 **27. ASSURANCES**

23 In entering into this Agreement, CONTRACTOR certifies that it nor any of its officers
24 are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
25 Health Care Programs: that it or any of its officers have not been convicted of a criminal offense
26 related to the provision of health care items or services; nor have they been reinstated to participate in
27 the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility.
28 If COUNTY learns, subsequent to entering into this Agreement, that CONTRACTOR is ineligible on

1 these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with,
2 COUNTY's business operations related to the Federal Health Care Programs and shall remove such
3 CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services
4 rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or
5 indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time
6 as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

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

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

26 2. Notwithstanding the above, COUNTY at its discretion may terminate this
27 Agreement in accordance with Section Three (3) – TERMINATION - of this Agreement, or require
28 adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible

1 employee of CONTRACTOR will perform work, either directly or indirectly, relating to services
2 provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to
3 be determined by COUNTY to protect the interests of COUNTY clients.

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

15 1. CONTRACTOR agrees to notify COUNTY immediately during the term
16 of this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each
17 case, is providing professional services under Section One (1) – SERVICES - of this Agreement is
18 excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care
19 Programs, or is convicted of a criminal offense relating to the provision of health care services.

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

26 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for
27 information from COUNTY which may be necessary to complete any internal or external audits
28 relating to CONTRACTOR's compliance with the provisions of this Section.

1 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty
2 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of
3 CONTRACTOR's obligations as described in this Section.

4 **28. PROHIBITION ON PUBLICITY**

5 None of the funds, materials, property or services provided directly or indirectly under
6 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e.,
7 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
8 Notwithstanding the above, publicity of the services described in Section One (1) – SERVICES - of
9 this Agreement shall be allowed as necessary to raise public awareness about the availability of such
10 specific services when approved in advance by COUNTY's DBH Director or designee and at a cost to
11 be provided in Section Four (4) – COMPENSATION - of this Agreement for such items as
12 written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related
13 expense(s).

14 **29. SUBCONTRACTS**

15 CONTRACTOR shall be required to assume full responsibility for all services and
16 activities covered by this Agreement, whether or not the CONTRACTOR is providing services
17 directly. Further, CONTRACTOR shall be the sole point of contact with regard to contractual matters,
18 including payment of any and all charges resulting from this Agreement.

19 CONTRACTOR shall execute a Memorandum of Understanding (MOU) with each
20 subcontracted provider for the specific services outlined in Exhibit K, "Intensive/Residential
21 Substance Use Disorder Services," at the COUNTY contracted rate(s). CONTRACTOR shall submit
22 copies of executed MOUs to the Department of Behavioral Health, Contracts Division:
23 SAS@co.fresno.ca.us, subject: Attention: AB109 Outpatient Services. Upon approval of the MOU by
24 COUNTY's DBH Director, or designee, COUNTY will approve reimbursement for claims submitted
25 under line items: INTENSIVE SUBSTANCE USE DISORDER SERVICES and RESIDENTIAL
26 SUBSTANCE USE DISORDER SERVICES, of Exhibit B, "Budget."

27 If CONTRACTOR should propose to subcontract with one or more third parties to carry out a
28 portion of services covered by this Agreement, any such subcontract shall be in writing and approved

1 as to form and context by COUNTY's DBH Director, or designee prior to execution and
2 implementation. COUNTY's DBH Director, or designee, shall have the right to reject any such
3 proposed subcontract. Any such subcontract together with all activities by or caused by
4 CONTRACTOR shall not require compensation greater than the total budget contained herein. An
5 executed copy of any such subcontract shall be received by COUNTY before any implementation and
6 shall be retained by COUNTY, CONTRACTOR shall be responsible to COUNTY for the proper
7 performance of any subcontract. Any subcontractor shall be subject to the same terms and conditions
8 that CONTRACTOR is subject to under this Agreement.

9 It is expressly recognized that CONTRACTOR cannot engage in the practice of
10 medicine. If any medical services are to be provided in connection with the services under this
11 Agreement, such medical services shall be performed by an independent contracted physician. In this
12 instance, the requirements of the Confidential Medical Information Act (Civil Code 56 et. seq.) shall
13 be met.

14 If CONTRACTOR hires an independent contracted physician, CONTRACTOR shall
15 require and ensure that such independent contracted physician carries Professional Liability (Medical
16 Malpractice) Insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per
17 occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

18 **30. CONTROL REQUIREMENTS**

19 Performance under this Agreement is subject to all applicable Federal and State laws,
20 regulations and standards. In accepting the State drug and alcohol combined program allocation
21 pursuant to California Health and Safety Code section 11757, CONTRACTOR(S) shall establish
22 written accounting procedures consistent with applicable Federal and State laws, regulations and
23 standards, and shall be held accountable for audit exceptions taken by the State or COUNTY for
24 failure to comply with these requirements. These requirements include, but may not be limited to,
25 those set forth in this Agreement, and:

26 A. Division 10.5 of the California Health and Safety Code;

27 B. California Government Code sections 16366.1 through 16367.9 and 53130
28 through 53138;

- 1 C. Title 9, Division 4 of the California Code of Regulations;
2 D. 42 United States Code (U.S.C.) section 300x-5;
3 E. 31 U.S.C. sections 7501-7507 (Single Audit Act of 1984; Single
4 Audit Act Amendments of 1996);
5 F. Office of Management and Budget (OMB) Circular A-133 (Audits
6 of States, Local Governments and Non-Profit Organizations); and
7 G. Title 45, Part 96, Subparts B, C and L of the Code of Federal Regulations (Block
8 Grants).

9 CONTRACTOR(S) shall submit, if applicable, a copy of its single audit report and management letter,
10 performed in accordance to the Single Audit Act of 1984 (31 USC section 7502) and subject to the
11 terms of OMB A-133 to the County of Fresno. A single audit report is not applicable if all of
12 CONTRACTOR(S)' federal contracts do not exceed Seven Hundred Thousand and No/100 Dollars
13 (\$750,000.00) or CONTRACTOR(S)' only funding is through Drug related Medi-Cal. If a single audit
14 is not applicable, a program audit must be performed and a program audit report with management
15 letter shall be submitted. Such audit report shall be delivered to COUNTY's DBH-SUD Services for
16 review no later than nine (9) months after the close of the sub recipient's fiscal year in which the funds
17 supplied through this Agreement are expended. Failure to comply with this Act may result in
18 COUNTY performing the necessary audit tasks or contracting with a qualified accountant to perform
19 the audit. All audit cost related to this Agreement are the sole responsibility of CONTRACTOR(S)
20 who agrees to take corrective action to eliminate any material noncompliance or weakness found as a
21 result of such audit. Audit work performed by COUNTY under this paragraph shall be billed to
22 CONTRACTOR(S) at COUNTY's cost as determined by COUNTY's Auditor-Controller/Treasurer-
23 Tax Collector. To maintain the integrity of the audits, CONTRACTOR(S) is required to change its
24 auditor (Certified Public Accountant) at least every three (3) years.

25 **31. CHANGE OF LEADERSHIP / MANAGEMENT**

26 Any and all notices between COUNTY and CONTRACTOR(S) provided for or
27 permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when
28

1 personally delivered to one of the parties, or in lieu of such personal service, when deposited in the
2 United States Mail, postage prepaid, addressed to such party.

3 In the event of any change in the status of CONTRACTOR(S)' leadership or
4 management, CONTRACTOR(S) shall provide written notice to COUNTY within thirty (30) days
5 from the date of change. Such notification shall include any new leader or manager's name, address
6 and qualifications. "Leadership or management" shall include any employee, member, or owner of
7 CONTRACTOR who either:

8 a) directs individuals providing services pursuant to this
9 Agreement,

10 b) exercises control over the manner in which services are
11 provided,

12 c) has authority over CONTRACTOR(S)' finances.

13 **32. CHILD ABUSE REPORTING**

14 CONTRACTOR(S) shall utilize a procedure acceptable to the COUNTY to ensure
15 that all of CONTRACTOR(S)' employees, volunteers, consultants, subcontractors or agents
16 performing services under this Agreement shall report all known or suspected child abuse or neglect to
17 one or more of the agencies set forth in Penal Code section 11165.9. This procedure shall include
18 having all of CONTRACTOR(S)' employees, volunteers, consultants, subcontractors or agents
19 performing services under this Agreement sign a statement that he or she knows of and will comply
20 with the reporting requirements set forth in Penal Code section 11166. The statement to be utilized by
21 CONTRACTOR(S) for reporting is set forth in Exhibit L, "Notice of Child Abuse Reporting Law,"
22 attached hereto and by this reference incorporated herein.

23 **33. CONFLICT OF INTEREST**

24 No officer, agent, or employee of COUNTY who exercises any function or
25 responsibility for planning and carrying out the services provided under this Agreement shall have any
26 direct or indirect personal financial interest in this Agreement. CONTRACTOR(S) shall comply with
27 all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall
28

1 be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee
2 of COUNTY.

3 **34. DRUG-FREE WORKPLACE**

4 CONTRACTOR(S) shall comply with the requirements of the Drug-Free Work Place
5 Act of 1990 (California Government Code section 8350).

6 ///

7 **35. CHARITABLE CHOICE**

8 CONTRACTOR(S) may not discriminate in its program delivery against a client or
9 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a
10 refusal to actively participate in a religious practice. Any specifically religious activity or service made
11 available to individuals by the CONTRACTOR(S) must be voluntary as well as separate in time and
12 location from County funded activities and services. CONTRACTOR(S) shall inform County as to
13 whether it is faith-based. If CONTRACTOR(S) identifies as faith-based it must submit to DBH
14 Contracts Division - SUD Services a copy of its policy on referring individuals to alternate treatment
15 CONTRACTOR, and include a copy of this policy in its client admission forms. The policy must
16 inform individuals that they may be referred to an alternative provider if they object to the religious
17 nature of the program, and include a notice to DBH Contracts Division - SUD Services. Adherence to
18 this policy will be monitored during annual site reviews, and a review of client files. If
19 CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to
20 report to DBH-Contracts the number of individuals who requested referrals to alternate providers
21 based on religious objection.

22 **36. AOD CERTIFICATION**

23 A. The COUNTY requires all COUNTY contracted providers of Alcohol and Other
24 Substance Use Disorder treatment services to obtain the California Department of Health Care
25 Services (DHCS) Alcohol and Other Drug Program (AOD) Certification. The AOD Certification
26 Standards will apply to all residential and outpatient treatment modalities. The purpose of the AOD
27 Certification Standards is to ensure an acceptable level of service quality is provided to program
28 participants.

1 B. CONTRACTOR(S) shall provide proof of a completed application for AOD
2 Certification to the County within Thirty (30) days from the execution date of this Amendment to the
3 current Agreement with the COUNTY. A copy of the AOD Certification shall be submitted to the
4 COUNTY when approved by the DHCS.

5 C. This AOD Certification requirement applies to every primary treatment facility
6 operated by the CONTRACTOR(S). CONTRACTOR(S) is not required to obtain a separate AOD
7 Certification for satellite sites associated with CONTRACTOR(S)' primary treatment facility.
8 Satellite sites are expected to operate within the same AOD Certification guidelines and maintain the
9 same standards as the CONTRACTOR(S)' related primary site. CONTRACTOR(S)' whose agencies
10 are nationally accredited with the Joint Commission on Accreditation of Health Care Organizations
11 (JCAHO) or the Commission on Accreditation of Rehabilitative Facilities (CARF) are exempt from
12 this requirement of AOD Certification. CONTRACTOR(S) shall submit a copy of their JCAHO or
13 CARF accreditation to the COUNTY within Thirty (30) days from the date this Amendment is
14 executed. CONTRACTOR(S) shall notify COUNTY if at any time their JCAHO or CARF
15 accreditation lapses or becomes invalid due to any reason during the term of this Agreement.
16 CONTRACTOR(S) shall apply with DHCS for AOD Certification if their JCAHO or CARF
17 accreditation lapses or becomes invalid and shall submit a copy of the completed application for AOD
18 Certification to the COUNTY within Thirty (30) days from the date the JCAHO or CARF
19 accreditation lapses or becomes invalid.

20 D. COUNTY shall terminate this Agreement immediately in the event any of the
21 following occurs:

22 a) CONTRACTOR(S) fails to submit a copy of the completed application
23 for AOD Certification, or a copy of either their JCAHO or CARF accreditation within Thirty (30) days
24 from the execution date of this Amendment to the current Agreement with the COUNTY.

25 b) CONTRACTOR(S)' application for AOD Certification is denied by the
26 DHCS.

27 c) CONTRACTOR(S) fails to submit to the COUNTY a copy of the AOD
28 Certification within Thirty (30) days after being approved by the DHCS, or certification is not

maintained throughout the contract period.

d) CONTRACTOR(S) fails to apply for AOD Certification with DHCS or fails to submit to the COUNTY a copy of the completed application for AOD Certification within Thirty (30) days after the JCAHO or CARF accreditation lapses or becomes invalid.

37. NO THIRD PARTY BENEFICIARIES

It is understood and agreed by and between the parties that the services provided by CONTRACTOR(S) for COUNTY herein are solely for the benefit of the COUNTY, and that nothing in this Agreement is intended to confer on any person other than the parties hereto any right under or by reason of this Agreement.

38. SMOKING PROHIBITION REQUIREMENTS

CONTRACTOR(S) shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Section 6081, et seq.), and with California Labor Code Section 6404.5, the California Smoke-Free Workplace Law.

39. COMPLAINTS

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

Within ten (10) days after each incident or complaint affecting COUNTY-sponsored clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit H, "Fresno County Mental Health Plan."

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1 **40. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**
2 **INFORMATION**

3 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent,
4 or managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101
5 455.104, and 455.106(a)(1),(2).

6 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
7 the following information must be disclosed by CONTRACTOR by completing Exhibit M,
8 “Disclosure of Ownership and Control Interest Statement,” attached hereto and by this reference
9 incorporated herein and made part of this Agreement. CONTRACTOR shall submit this form to
10 COUNTY’s DBH within thirty (30) days of the effective date of this Agreement. Additionally,
11 CONTRACTOR shall report any changes to this information within thirty-five (35) days of
12 occurrence by completing a new Exhibit M, “Disclosure of Ownership and Control Interest
13 Statement.” Submissions shall be scanned pdf copies and are to be sent via email to
14 SAS@co.fresno.ca.us attention: Contracts Administration.

- 15 A) Name and address of any person(s) whether it be an individual or corporation with
16 an ownership or controlling interest in the disclosing entity or managed care entity
17 a) Address must include the primary business address, every business location and
18 P.O . Box address(es)
19 b) Date of birth and Social Security Number for individuals
20 c) Tax identification number for other corporations or entities with ownership or
21 controlling interest in the disclosing entity
22
23 B) Any subcontractor(s) in which the disclosing entity has five (5) percent or more
24 interest
25
26 C) Whether the person(s) with an ownership or controlling interest of the disclosing
27 entity is related to another person having ownership or controlling interest as a
28 parent, spouse, sibling or child. Including whether the person(s) with ownership or

controlling interest of the disclosing entity is related to a person (parent, spouse, sibling or child) with ownership or has five (5) percent or more interest in any of its subcontractors

D) Name of any other disclosing entity in which an owner of the disclosing entity has an ownership or control interest.

E) The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and

F) Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

G) Any person(s) with an ownership or control interest in the provider, or agent or managing employee of the provider; and

a) Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs.

H) The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and

I) Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

41. DISCLOSURE OF CRIMINAL HISTORY & CIVIL ACTIONS

CONTRACTOR is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers or partners (hereinafter collectively referred to as

1 “CONTRACTOR”):

2 A. Within the three-year period preceding the Agreement award, CONTRACTOR
3 has been convicted of, or had a civil judgment tendered against it for:

4 1. Fraud or criminal offense in connection with obtaining, attempting to
5 obtain, or performing a public (federal, state, or local) transaction or contract under a public
6 transaction;

7 2. Violation of a federal or state antitrust statute;

8 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of
9 records; or

10 4. False statements or receipt of stolen property.

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

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

20 CONTRACTOR must sign a “Certification Regarding Debarment, Suspension, and
21 Other Responsibility Matters – Primary Covered Transactions” in the form set forth in Exhibit N
22 attached hereto and by this reference incorporated herein. Additionally CONTRACTOR must
23 immediately advise the COUNTY in writing if, during the term of the Agreement: (1)
24 CONTRACTOR becomes suspended, debarred, excluded or ineligible for participation in federal or
25 state funded programs or from receiving federal funds as listed in the excluded parties list system
26 (<http://www.sam.gov>); or (2) any of the above listed conditions become applicable to
27 CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any
28 loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in

1 the signed "Certification Regarding Debarment, Suspension, and other Responsible Matters".

2 **42. DISCLOSURE OF SELF DEALING TRANSACTIONS**

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

6 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
7 transactions that they are a party to while CONTRACTOR is providing goods or performing services
8 under this agreement. A self-dealing transaction shall mean a transaction to which the
9 CONTRACTOR is a party and in which one or more of its directors has a material financial interest.
10 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to
11 by completing and signing a "Self-Dealing Transaction Disclosure Form," attached hereto as Exhibit
12 O and by this reference incorporated herein and made part of this Agreement, and submitting it to the
13 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

14 **43. AUDITS AND INSPECTIONS**

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

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

23 **44. NOTICES**

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

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27 ///

28 ///

COUNTY

CONTRACTOR

Director, Fresno County
Department of Behavioral Health
4441 E. Kings Canyon Rd
Fresno, CA 93702

Chief Executive Officer
Turning Point of Central California
P.O. Box 7447
Visalia, CA 93290-7447

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

45. PERINATAL SERVICES

CONTRACTOR shall comply with the requirements for "Perinatal Services Network Guidelines 2014," available at the DHCS web address below and by this reference incorporated herein, and the State-County Contract between DHCS and the COUNTY until such time new Perinatal Services Network Guidelines and the State-County Contract are updated and adopted. No formal amendment of this contract is required for new guidelines to apply.

<http://www.dhcs.ca.gov/individuals/Pages/OWPS-SUD.aspx>

CONTRACTOR shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) youth under age 21 who are eligible under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Program.

CONTRACTOR shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341 .I, Services for Pregnant and Postpartum Women and Title 9 commencing with section 10360.

46. INTERIM SERVICES

CONTRACTOR must adhere to the State-County Contract requirement to provide Interim Services in the event that an individual must wait to be placed in treatment.

Interim Substance Abuse Services means services that are provided until an individual is admitted to a substance abuse treatment program. The purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of

transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure the HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

Records must indicate evidence that Interim Services have been provided and documentation will be reviewed for compliance.

47. STATE ALCOHOL AND DRUG REQUIREMENTS

A. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.

B. INDEPENDENT CONTRACTOR

The CONTRACTOR and the agents and employees of CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

C. CONTROL REQUIREMENTS

This Agreement is subject to all applicable Federal and State laws, regulations and standards. CONTRACTOR(S) shall establish written procedures consistent with State-County Contract requirements. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

D. CONFIDENTIALITY

CONTRACTOR shall conform to and COUNTY shall monitor compliance with

1 all State of California and Federal statutes and regulations regarding confidentiality, including but not
2 limited to confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations;
3 California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and
4 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section
5 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

6 E. REVENUE COLLECTION POLICY

7 CONTRACTOR shall conform to all policies and procedures regarding revenue
8 collection issued by the State under the provisions of the Health and Safety Code, Division 10.5.

9 F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

10 CONTRACTOR agrees that all funds paid out by the State shall be used
11 exclusively for providing alcohol and/or drug program services, administrative costs, and allowable
12 overhead.

13 G. ACCESS TO SERVICES

14 CONTRACTOR shall provide accessible and appropriate services in accordance
15 with Federal and State statutes and regulations to all eligible persons.

16 H. REPORTS

17 CONTRACTOR agrees to participate in surveys related to the performance of
18 this Agreement and expenditure of funds and agrees to provide any such information in a mutually
19 agreed upon format.

20 I. AUDITS

21 All State and Federal funds furnished to the CONTRACTOR(S) pursuant to this
22 Agreement along with related patient fees, third party payments, or other related revenues and funds
23 commingled with the foregoing funds are subject to audit by the State. The State may audit all alcohol
24 and drug program revenue and expenditures contained in this Agreement for the purpose of establishing
25 the basis for the subsequent year's negotiation.

26 J. RECORDS MAINTENANCE

27 1) CONTRACTOR shall maintain books, records, documents, and other
28 evidence necessary to monitor and audit this Agreement.

2) CONTRACTOR shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each individual shall include, but not be limited to, admission records, patient and participant interviews and progress notes, and records of service provided by various service locations, in sufficient detail to make possible an evaluation of services provided and compliance with this Agreement.

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48. COMPLIANCE WITH LAWS AND POLICIES

CONTRACTOR shall comply with all applicable rules and regulations set forth in Titles 9 and 22 of the California Code of Regulations, and California Health and Safety Code section 11750 et seq. CONTRACTOR shall comply with any other Federal and State laws or guidelines applicable to CONTRACTOR's performance under this Agreement or any local ordinances, regulations, or policies applicable. Such provisions include, but are not restricted to:

A. CONTRACTOR shall provide that each client's ability to pay for services is determined by the use of the method approved by COUNTY.

B. CONTRACTOR shall establish and use COUNTY's approved method of determining and collecting fees from clients.

C. CONTRACTOR shall furnish client records in accordance with the applicable Federal and State regulations, and with the Standards for Alcohol and Drug Treatment Programs set forth by the State Department of Alcohol and Drug Programs, including in such records a treatment plan for each client, and evidence of each service rendered.

D. CONTRACTOR shall submit accurate, complete and timely claims and cost reports, reporting only allowable costs.

E. CONTRACTOR shall comply with statistical reporting and program evaluation systems as provided in State of California regulations and in this Agreement.

F. CONTRACTOR shall comply with requirements contained in the State-County Contract with DHCS by this reference incorporated herein, until such time that a new State-County

Contract is established. Upon amendment of the State-County Contract, the terms of the amended Contract shall automatically be incorporated into this Agreement.

49. FEDERAL CERTIFICATIONS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

A. DBH and CONTRACTOR recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, DBH will be referred to as the "prospective recipient".

B. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1) The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) The prospective recipient of funds agrees by entering into this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

4) The prospective recipient shall provide immediate written notice to DBH if at any time prospective recipient learns that its certification in this clause of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to this clause of this Agreement, and titled "Certification

1 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered
2 Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered
3 transactions.

4 6) The certification in this clause of this Agreement is a material
5 representation of fact upon which reliance was placed by COUNTY when this transaction was entered
6 into.

7 **50. CLEAN AIR AND WATER**

8 In the event funding under this Agreement exceeds one hundred thousand dollars
9 (\$100,000.00), the CONTRACTOR must comply with all applicable standards, orders, or requirements
10 issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 506 of the Clean Water Act
11 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR
12 part 32).

13 **51. ENERGY EFFICIENCY**

14 The CONTRACTOR must comply with the mandatory standards and policies relating to
15 energy efficiency which are contained in the state energy conservation plan issued in compliance with
16 Energy Policy and Conservation Act (Pub. L. 94 163).

17 **52. UNLAWFUL USE OF DRUGS AND ALCOHOL**

18 CONTRACTOR shall ensure that information provided to clients contains a clearly
19 written statement that there shall be no unlawful use of drugs or alcohol associated with
20 CONTRACTOR. Additionally CONTRACTOR shall ensure that no aspect of the program includes any
21 message in materials, curricula, teachings, or promotion of the responsible use, if the use is unlawful, of
22 drugs or alcohol pursuant to Health and Safety Code (HSC) 11999-11999.3. CONTRACTOR shall
23 maintain that any unlawful use of drugs and alcohol is illegal and dangerous.

24 CONTRACTOR must sign the "Unlawful Use of Drugs and Alcohol Certification",
25 attached hereto as Exhibit P, incorporated herein by reference and made part of the Agreement agreeing
26 to uphold the obligations of HSC 11999-11999.3.

27 COUNTY shall enforce the requirement of "No Unlawful Use" set forth by DHCS and
28 requires CONTRACTOR to enforce the requirement as well.

1 This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a
2 subcontractor that is a private entity is determined to have violated a prohibition of the Unlawful Use of
3 Drugs and Alcohol message or has an employee who is determined by the DBH Director or designee to
4 have violated a prohibition of the Unlawful Use of Drugs and Alcohol message.

5 **53. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

6 CONTRACTOR shall adhere to the State-County Contract requirement that no funds
7 shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic
8 injection of any illegal drug unless the DHCS chooses to implement a demonstration syringe services
9 program for intravenous drug users with Substance Abuse Prevention and Treatment (SAPT) Block
10 Grant funds.

11 **54. CONFIDENTIALITY OATH**

12 CONTRACTOR shall ensure that all of its employees sign a written confidentiality oath,
13 attached hereto as Exhibit Q, before they begin employment with CONTRACTOR and shall renew
14 said document annually thereafter. CONTRACTOR shall retain each employee's written
15 confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the
16 termination of this agreement.

17 **55. SEPARATE AGREEMENT**

18 It is mutually understood by the parties that this Agreement does not, in any way, create
19 a joint venture among CONTRACTOR(S). By execution of this Agreement, CONTRACTOR
20 understands that a separate Agreement is formed between each individual CONTRACTOR and
21 COUNTY.

22 **56. GOVERNING LAW**

23 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
24 California.

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

27
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1 **57. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY**

2 CONTRACTOR shall conform to all Federal statutes and regulations prohibiting
3 trafficking in persons, as well as trafficking-related activities, including, but not limited to the
4 trafficking of persons provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000
5 (TVPA).

6 CONTRACTOR, CONTRACTOR’s employees, subrecipients, and subrecipients’
7 employees may not:

8 A) Engage in severe forms of trafficking in persons during the period of time that
9 the award is in effect;

10 B) Procure a commercial sex act during the period of time that the award is in
11 effect; or

12 C) Use forced labor in the performance of the award or subawards under the award.

13 This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a
14 subrecipient that is a private entity is determined to have violated a prohibition of the TVPA or has an
15 employee who is determined by the DBH Director or her designee to have violated a prohibition of the
16 TVPA through conduct that is either associated with performance under the award or imputed to the
17 CONTRACTOR or their subrecipient using the standards and due process for imputing the conduct of
18 an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies
19 on Government-wide Debarment and Suspension (Nonprocurement).

20 CONTRACTOR must inform the DBH Director or her designee immediately of any
21 information received from any source alleging a violation of a prohibition of the TVPA.

22 CONTRACTOR must sign a certification annually acknowledging the Trafficking
23 Victims Protection Act of 2000 requirements (TVPA Certification), attached hereto as Exhibit R,
24 incorporated herein by reference and made part of this Agreement and must require all employees to
25 complete annual TVPA training.

26 **58. ENTIRE AGREEMENT**

27 This Agreement, including all Exhibits between CONTRACTOR and COUNTY, RFP No.
28 17-064, and response to RFP No. 17-064 with respect to the subject matter hereof and supersedes all

previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

3 ATTEST:

4 CONTRACTOR:

5 Turning Point of Central California, Inc.

6 By: Raymond R. Banks

By: Li. Puh

Chairperson, Board of Supervisors

7 Print Name: RAYMOND BANKS

8 Title: CHIEF EXECUTIVE OFFICER Date: 6/1/17

9 Chairman of Board, or President,
or any Vice President

10
11 BERNICE E. SEIDEL, Clerk
12 Board of Supervisors

13 By: Bernice Seidel

14 Print Name: Bruce Tyler

By: Susan Bishop, Deputy

15 Title: CFO

Date: 6-20-17

16 Secretary (of Corporation), or
17 any Assistant Secretary, or
18 Chief Financial Officer, or
any Assistant Treasurer

19 PLEASE SEE ADDITIONAL
20 SIGNATURE PAGE ATTACHED

21 Mailing Address:

22 P.O. Box 7447 Visalia, CA 93290

23 Contact: CEO
24
25
26
27
28

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

3
4 By: 

5
6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9
10 By: 

11
12
13 REVIEWED AND RECOMMENDED FOR
14 APPROVAL:

15 By: 

16 Dawan Utecht, Director
17 Department of Behavioral Health

18 Fund/Subclass: 0001/10000

19
20 Organization: 56302081
21 56302070
22 56304784

23 Account/Program: 7295/0
24
25
26
27
28

AB 109 SCOPE OF WORK

Outpatient Mental Health and Substance Use Disorders Services

ORGANIZATION: Turning Point of Central California, Inc.

MAILING ADDRESS: P.O. Box 7447 Visalia, CA 93290

SERVICE ADDRESS: 3636 N. First Street, Suite 135

SERVICES: Mental health outpatient (OP) services and substance use disorders (SUD) treatment services as required by AB109 Public Safety Realignment and the Post-release Community Supervision Act of 2011.

SUBSTANCE USE DISORDERS/MENTAL HEALTH OUTPATIENT SERVICES

Program Director Sharon Ross, (559) 221-5191

CONTRACT PERIOD: July 1, 2017 through June 30, 2022

CONTRACT AMOUNT: See Exhibit B

OUTPATIENT SERVICES:

Overview

Outpatient mental health and substance use disorder services will provide services specifically tailored to the unique needs of the population identified in AB 109 legislation. Program emphasis will be the provision of comprehensive and integrated mental health and substance use disorder treatment services featuring a unified team approach. Services must be performed within all applicable regulations and standards, including but not limited to CCR Title 22, Alcohol and Other Drug (AOD) Certification Standards, CCR Title 9, all Department of Health Care Services (DHCS), Mental Health Substance Use Disorder services (MHSUDS), Fresno County SUD Bulletins, Medi-Cal Certifications (Mental Health and SUD), and any other required laws, regulations, policies, or procedures mandated by local, state, or federal agencies. The Outpatient program will emphasize a broad and cohesive substance abuse, mental health, and co-occurring treatment approach for all clients. The outpatient program will work in partnership with the AB 109 Full Service Partnership program and Probation to ensure all clients are appropriately transitioned and placed in the proper level of care as determined by local community standards of care.

Drug Medi-Cal Waiver

The Department of Behavioral Health has elected to opt-in to the California Drug Medi-Cal Organized Delivery System (DMC-ODS), a pilot program to test a new paradigm for the organized delivery of

health care services for Medicaid eligible individuals with a Substance Use Disorder (SUD). By opting to participate in the DMC-ODS program, Fresno County and its contracted providers will be required to provide a continuum of services to all eligible beneficiaries modeled after the ASAM Criteria. The Outpatient Program will be required to be a part of the resulting continuum and model the services provided to eligible participants according to the plan developed by DBH and approved by Department of Health Care Services.

Schedule of Services

The Outpatient Program will be open for morning, early afternoon, late afternoon, and evening classes for its clients. The Outpatient Program will be available for individual Substance Use Disorder Counseling sessions and/or Case Management sessions primarily between the hours of 8am and 5pm, Monday through Friday and at various scheduled times that have been scheduled by the Case Manager/Substance Use Disorder Counselor and the client. The Outpatient Program will schedule activities with the client's recovery in mind based on the appropriate level of care. The Outpatient Program will also have telephone contact and be available for crisis management as necessary.

Co-Occurring Disorders and Integrated Care

When a client presents to the Outpatient Program with a substance use disorder and a mental health need, each disorder will be considered primary and staff will coordinate care to develop an integrated plan of care for individualized treatment.

The Outpatient Program will work under the needs of the clients regardless of whether the client is experiencing a substance use disorder, mental health disorder, or a co-occurring disorder.

Client Centered Approach

The Outpatient program will follow a "whatever it takes" approach that is client centered and clinically appropriate. The Outpatient Program will focus on cultural/linguistic awareness while taking on an empathic, non-judgmental, evidenced based, person-centered approach that fits the needs of the client.

Outpatient Program staff will use an approach that focuses on the client's strengths and current skills with the belief that all clients should participate in their own recovery. The Outpatient Program will treat clients according to their individual needs and not base treatment on a prescribed timeline.

Licenses and Certifications

The Outpatient program will obtain and maintain Drug Medi-Cal and Medi-Cal certifications as well as Alcohol and Other Drug (AOD) certifications and all other necessary certifications throughout the entirety of the program.

Eligibility and Referrals

All clients will be referred by Fresno County Probation and be identified as clients who are affected by Assembly Bill 109 legislation (AB 109). Outpatient Program staff will work with Probation to ensure clients are properly referred, screened, and placed in the appropriate level of care.

Level of care will be based on ASAM criteria and medical necessity established according to DSM criteria based on individual needs.

Should clients no longer be eligible for services under this agreement due to termination of their probationary periods, the program will work to identify suitable alternatives for continuation of treatment as resources allow.

Further, the Outpatient Program will provide treatment services to adults aged 18-years old and up and their families

Medication Management

The Outpatient program will provide a variety of services in the area of psychotropic medication management which will include: psychiatry (or tele-psychiatry), the prescribing of psychotropic medications, the administration of psychotropic medications by way of injectable medications, monitoring the client after they have begun psychotropic medications, and maintaining all necessary documentation. Treatment involving medication management will include the following components:

- A psychiatrist (or tele-psychiatrist) working with the Outpatient Program shall assess each client's mental illness thereby prescribing any appropriate medication that the client is in need of; regularly review and documents that client's symptoms and response to their medication; educate the client on how their medications work; treat and documents any adverse reactions that come from the client's medication.
- The Program Nurse shall establish medication policies and procedures, which will inform the client of the effects of the medication(s) as well as any side effects, risks, safe handling and other pertinent issues. The Program Nurse will provide necessary training to all staff that are involved in the care of the client.
- Staff will document the client's mental illness symptoms and the client's response to the medication. Should the client express adverse side effects or reactions to prescribed medication, staff should take immediate action to stabilize the client.

Crisis Management

The Outpatient Program understands that clients may face crisis in different aspects of their recovery including, housing, suicidal ideation, homicidal ideation, relapse, decompensation, and recidivism. If such cases arise, program staff will be made available to support clients in the most appropriate manner available. Substance Use Disorder Counselors (or other trained and suitable staff) will be available 24/7 for crisis management at an on-call basis.

The Outpatient Program will follow the crisis response measures outlined below:

- The Outpatient Program will respond to all crises in a rapid and flexible manner.
- When a housing crisis occurs at the Outpatient Program, the Program Director, the Supervisor, and the Case Manager will be immediately.
 - The Outpatient Program will take every measure to ensure that the clients have housing or are referred/placed in an appropriate residential treatment facility.
 - If a client is placed in a residential treatment facility, Outpatient Program staff will collaborate with residential treatment facility staff to ensure the client is receiving the appropriate care.

- If a client is discharged from a residential treatment facility, Outpatient program staff will implement a clinically appropriate discharge plan.

Housing

The Outpatient Program will be informed on the housing resources in Fresno County as a way to assist clients in locating, securing, and inhabiting appropriate housing consistent with the clients' level of care. The Outpatient Program will provide housing options to all clients in need as well as maintain clients in independent living by providing necessary services, helping to access appropriate resources for each client, and encouraging all clients to live responsible and productive lives in an independent setting.

Subcontracted Alcohol and Drug Treatment Providers (SUD Residential, Detox, and Sober Living Environments)

The Outpatient program will utilize the following providers for residential SUD, detoxification, and sober living environment placements. DBH must approve MOU's the Outpatient Program must have in place with the subcontracted alcohol and drug treatment providers. The subcontractors will be responsible for all DHCS and County reporting requirements. The Outpatient Program will keep a record of referrals to subcontractors for SUD residential, detoxification, and sober living environments and submit to DBH on a monthly basis.

- Detoxification
 - Comprehensive Addiction Program (CAP) – Men and Women age 18 or over and a Fresno County Resident
- Women's Residential Perinatal Services
 - Spirit of Women, Inc. – Women who are pregnant and/or who are parenting with children ages birth through 14 years old
 - WestCare California, Inc. – Women who are pregnant and/or who are parenting with children birth through 5 years old
- Women's Residential Services
 - WestCare California, Inc. – Women age 18 or over and a Fresno County resident
- Men's Residential Services
 - WestCare California, Inc. – Men age 18 or over and a Fresno County resident
 - Comprehensive Addiction Program – Men age 18 and older and a Fresno County resident
 - Turning Point Quest House – Men age 18 and older
 - Fresno County Hispanic Commission Nuestra Casa – Men age 18 and older and a Fresno County resident. Spanish speaking environment
 - King of Kings – Men age 18 and older and a Fresno County resident
- Sober Living Environment
 - WestCare California, Inc. – Adult male residents who are currently enrolled in a Fresno county contracted outpatient AOD treatment program
 - WestCare California, Inc. – Adult female residents who are concurrently enrolled in a Fresno county contracted AOD treatment program
 - Comprehensive Addiction Program (CAP) – Adult male residents who are concurrently enrolled in a Fresno County contracted outpatient AOD treatment program
 - Turning Point's Belgravia Center – Adult male and female residents who are concurrently on Probation and enrolled in a Fresno contracted outpatient AOD treatment program
 - King of Kings Community Center - Adult and female residents who are concurrently enrolled in a Fresno County contracted outpatient AOD treatment program.

Ancillary Services

The Outpatient Program staff will have access and the ability to: make emergency purchases of food, clothing, prescriptions, and other basic needs for their clients. The Outpatient Program will have sound practices for tracking these purchases.

The Outpatient Program shall provide training and instruction to support and assist all clients in learning personal hygiene skills, job-readiness skills, resume writing, mock-interview sessions, appropriate dress attire, linkage services that apply to general relief, SSI, and other entitlements.

The Outpatient Program staff will assist clients with scheduling and attending doctor appointments, court services, and other services. The Outpatient program will provide linkage services between clients and any additional support they may require. The Outpatient Program will communicate and coordinate with Probation as necessary to ensure probationary requirements are being fulfilled.

Client referrals to aftercare will be made as determined by client progress according to local community standards.

The Outpatient Program will work to minimize the client's involvement in the criminal justice system, whether it is in the Fresno County Jail or elsewhere within the California Department of Corrections and Rehabilitation by means of classes, groups, or individual sessions between the client and their assigned SUD Counselor, Case Manager, or Mental Health Clinician. Program staff will be familiar with AB 109 related legislation and stay current with any changes that could affect client recovery

Drug Testing

SUD Counselors will provide UA testing (on both 5- panel and 10-panel, as needed) of all clients. The SUD Counselors will test clients throughout their participation in the program and during discharge planning. Evidence of drug use may be used to adjust the client's treatment plan and level of care as clinically appropriate.

STAFFING REQUIREMENTS:

The Outpatient Program will use a unified team approach with the client and their families at its focus. With this approach, the Outpatient Program will unify their team in an effort to build a unified focus that strengthens each staff member's diverse skills. Designated staff shall be on-call during the off-hour periods, on a rotating basis in order to respond to the exact needs of the clients. The AB-109 psychiatrist (or Licensed Psychiatric Nurse Practitioner/tele-psychiatrist) will be available during regular business hours.

GREIVANCES AND INCIDENT REPORTS:

The Outpatient Program understands that there will be times of grievances and incident reports. The Outpatient Program will notify Fresno County of all incidents or unusual occurrences reportable to state licensing bodies that affect Fresno County clients within (24) twenty-four hours of the incident. The Outpatient Program will within (15) fifteen days after each grievance or incident affecting the Fresno County sponsored clients inform provide the Fresno County with the corrective action that will be taken to resolve the complaint or incident.

REPORTING REQUIREMENTS:

The Outpatient Program will maintain an up-to-date caseload record of all clients who are participants in the Outpatient Program. The Outpatient Program will provide Fresno County with client,

programmatic, and other demographic information upon request. The Outpatient Program will maintain a log of all clients that were referred to other residential treatment and sober living environments.

PROGRAM OUTCOMES

Turning Point will track and report the following outcome indicators and submit them to DBH on a quarterly basis in a mutually accepted format:

- A. Engagement
 - 1. 95% of all referrals will receive ASAM screening within one week of referral.
 - 2. 100% of clients will be offered to engage family in treatment.
 - 3. 75% of clients referred will engage in treatment with two additional AOD services within 30 days after their initial intake/assessment.
- B. Abstinence/Sobriety
 - 1. A goal of 80% of all urine tests for drug alcohol use (random, scheduled, and for cause) will be negative.
 - 2. 95% of discharges completing treatment with no alcohol or drug use detected by urine screening.
 - 3. 95% of discharges completing treatment with no alcohol or drug use detected during the month prior to discharge.
- C. Treatment Objectives/Achievements
 - 1. 95% of all clients will develop a treatment plan in collaboration with their SUD counselor within two weeks of their intake/assessment.
 - 2. Clients who successfully complete treatment will compete 75% of their individual treatment goals.
 - 3. 70% of clients will successfully complete treatment.
 - 4. 70% of clients that leave before completion will have made satisfactory progress.
 - 5. 75% of all clients will develop ongoing recovery support network of family, friends, and sobriety communities.
- D. Mental Health
 - 1. 95% of all clients referred for mental health and/or co-occurring services will be scheduled for a comprehensive mental health assessment within one week of referral.
 - 2. 95% of all clients referred for mental health and/or co-occurring services will be scheduled to develop a treatment plan/recovery plan in collaboration with a Mental Health Clinician within one week of referral.
 - 3. 95% of all clients referred for mental health and/or co-occurring services will be scheduled to see the program Psychiatrist within one week of the assessment as needed.
 - 4. 70% of clients will show positive growth in their recovery utilizing the Reaching recovery Measurement and Marker inventories.
 - 5. 95% of mentally ill or co-occurring clients will evidence no hospitalizations, incarcerations, or use of county crisis services as a result of their mental illness during their program participation.
- E. Client Satisfaction
 - 1. 100% of clients will receive a pre-admit survey.
 - 2. 100% of clients that are present at completion or termination of services will receive a post-discharge survey.
 - 3. 75% of post-discharge surveys will reflect a perception of satisfactory care.

Drug Medi-Cal Waiver Outcomes

Outcomes related to Drug Medi-Cal Waiver (quality, access, cost, and integration and coordination of care) will be tracked utilizing the outcomes measures mentioned above. Efficiency of services such as service delivery cost per service unit, length of stay, and direct service hours of program staff will be tracked. Access to services such as wait/length of time from referral to first service and no/show cancellation rates will also be tracked. In addition, Turning Point program staff conducts a monthly chart review where quality of care, access, integration and coordination of care are reviewed. Turning Point has an internal Quality Assurance department that will perform quarterly documentation and medical record reviews that will focus on quality of care, access, and care coordination. The costs are reviewed regularly by the Program Director, Regional Directors, and fiscal staff. Attention to outcomes will be used for process improvement.

COUNTY'S RESPONSIBILITIES

COUNTY shall:

1. Provide oversight (through the County Department of Behavioral Health (DBH), or designee) of the CONTRACTORS program. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with the State Department of Health Care Services in regard to program administration and outcomes.
2. Assist CONTRACTOR in making linkages with the total mental health system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation
3. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR staff and will be available to the CONTRACTOR for ongoing consultation.
4. Receive and analyze statistical data outcome information from CONTRACTOR throughout the term of contract on a monthly basis. DBH will notify the CONTRACTOR when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
5. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the CONTRACTOR efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to CONTRACTOR:
 - a. Technical assistance to CONTRACTOR regarding cultural competency requirements and sexual orientation training.
 - b. Technical assistance for CONTRACTOR in translating behavioral health and substance abuse services information into DBH's threshold languages (Spanish, Laotian, Cambodian, and Hmong). Translation services and costs associated will be the responsibility of CONTRACTOR.

AB 109 - SUD & MH OP
Turning Point of Central California, Inc.
July 1, 2017 - June 30, 2018

Budget Categories -		FTE %	Total Proposed Budget		
Line Item Description (Must be itemized)			Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Substance Abuse Counselor	6.00		\$269,513	\$269,513
0002	Case Manager	1.00		\$37,378	\$37,378
0003	MH Professional/Team Leader	2.00		\$145,205	\$145,205
0004	Program Director	1.00		\$71,399	\$71,399
0005	Nurse	0.25		\$12,839	\$12,839
0006	Billing Clerk	0.75		\$26,685	\$26,685
0007	Administrative Technician	1.00		\$37,009	\$37,009
0008	PSC C	1.00		\$43,778	\$43,778
0009	Intake Specialist/Transportation	1.00		\$34,928	\$34,928
0010	Secretary	1.00		\$35,932	\$35,932
0011	Intake Specialist	1.00		\$48,908	\$48,908
0012	Bookkeeper	0.75		\$26,002	\$26,002
SALARY TOTAL		16.75	\$0	\$789,576	\$789,576
PAYROLL TAXES:					
0031	OASDI/FICA/MEDICARE			\$62,919	\$62,919
0032	SUI			\$15,301	\$15,301
PAYROLL TAX TOTAL			\$0	\$78,220	\$78,220
EMPLOYEE BENEFITS:					
0040	Retirement			\$12,172	\$12,172
0041	Workers Compensation			\$7,876	\$7,876
0042	Health Insurance (medical, vision, life, dental)			\$193,228	\$193,228
0043	Accrued Paid Leave			\$32,899	\$32,899
EMPLOYEE BENEFITS TOTAL			\$0	\$246,175	\$246,175
SALARY & BENEFITS GRAND TOTAL					\$1,113,971
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$69,362
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$20,400
1013	Building Maintenance				\$6,257
1014	Equipment purchase				\$2,214
FACILITY/EQUIPMENT TOTAL					\$98,233

OPERATING EXPENSES:

1060	Telephone	\$6,500
1061	Answering Service	\$0
1062	Postage	\$500
1063	Printing/Reproduction	\$1,251
1064	Publications	\$481
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$19,000
1067	Household Supplies	\$2,251
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$11,650
1070	Program Supplies - Medical	\$13,213
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$8,974
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$6,650
1075	Lodging	\$1,000
1076	Other-Vehicle Insurance	\$6,981
1077	Other-	\$0
1078	Other - Depreciation	\$1,395
1079	Other - Recruitment	\$816
1080	Licenses	\$34,000
OPERATING EXPENSES TOTAL		\$114,662

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$500
1082	Liability Insurance	\$3,150
1083	Administrative Overhead	\$218,641
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$222,291

SPECIAL EXPENSES (Consultant/Etc.):

1090	O/S Psychiatrist	\$65,280
1091	O/S Labor Clinical - Therapist	\$5,000
1092	Translation Services	\$5,976
1093	Medication Supports	\$21,810
SPECIAL EXPENSES TOTAL		\$98,066

FIXED ASSETS:

1190	Computers & Software	\$5,000
1191	Furniture & Fixtures	\$2,000
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$7,000

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Intensive Substance Use Disorder Services	\$200,000
2001	Residential Services	\$848,625
2002.1	Clothing, Food & Hygiene	\$2,400
2002.2	Client Transportation & Support	\$8,813
2002.3	Education Support	\$4,420
2002.4	Employment Support	\$6,500
2002.5	Respite Care	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers	\$0
2002.8	Child Care	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$1,070,758
TOTAL PROGRAM EXPENSES		\$2,724,981

DRUG MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
	0.00	\$0.00	\$0
Group Contacts	9576	\$26.23	\$251,178
	0.00	\$0.00	\$0
Individual Contacts	1451	\$67.38	\$97,768
	0.00	\$0.00	\$0
Estimated Medi-Cal Billing Totals	11027		\$348,947
Estimated % of Federal Financial Participation Reimbursement		0.00%	\$0
Estimated % of Clients Served that will be Medi-Cal Eligible		0	\$0
MEDI-CAL REVENUE TOTAL			\$348,947

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	55,498	\$2.40	\$133,195
3100	Case Management	18,000	\$1.80	\$32,400
3200	Crisis Services	3,312	\$2.95	\$9,770
3300	Medication Support	45,000	\$3.75	\$168,750
3400	Collateral	8,149	\$2.40	\$19,558
3500	Plan Development	34,000	\$2.40	\$81,600
3600	Assessment	5,000	\$2.40	\$12,000
3700	Rehabilitation	26,000	\$2.40	\$62,400
Estimated Medi-Cal Billing Totals		194,959		\$519,673
Estimated % of Federal Financial Participation Reimbursement				\$181,886
Estimated % of MAGI Federal Financial Participation Reimbursement				\$155,902
Estimated % of Clients Served that will be Medi-Cal Eligible				
MEDI-CAL REVENUE TOTAL				\$337,788

OTHER REVENUE (SUDS):

4000	Other - (AB 109)	\$1,538,246
4100	Other - (SAPT)	\$200,000
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$1,738,246

OTHER REVENUE (MH):

4000	Other - (Mental Health Realignment)	\$300,000
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$300,000

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0
TOTAL PROGRAM REVENUE		\$2,724,981

AB 109 - SUD & MH OP
Turning Point of Central California, Inc.
July 1, 2018 - June 30, 2019

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SALARY TOTAL	16.75	\$0	\$789,576	\$789,576
PAYROLL TAXES:				
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EMPLOYEE BENEFITS TOTAL		\$0	\$246,175	\$246,175
SALARY & BENEFITS GRAND TOTAL				\$1,113,971
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$69,362
1011 Rent/Lease Equipment				\$0
1012 Utilities				\$20,400
1013 Building Maintenance				\$6,257
1014 Equipment purchase				\$2,214
FACILITY/EQUIPMENT TOTAL				\$98,233

OPERATING EXPENSES:

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OPERATING EXPENSES TOTAL		\$114,662

FINANCIAL SERVICES EXPENSES:

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NON MEDI-CAL CLIENT SUPPORT TOTAL		\$1,070,758
TOTAL PROGRAM EXPENSES		\$2,724,981

DRUG MEDI-CAL REVENUE:

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	0.00	\$0.00	\$0
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	0.00	\$0.00	\$0
Estimated Medi-Cal Billing Totals	11027		\$348,947
Estimated % of Federal Financial Participation Reimbursement			\$0
Estimated % of Clients Served that will be Medi-Cal Eligible			\$0
MEDI-CAL REVENUE TOTAL			\$348,947

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
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MEDI-CAL REVENUE TOTAL				\$337,788

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OTHER REVENUE TOTAL		\$300,000

MHSA FUNDS:

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5100	Community Services & Supports Funds	\$0
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5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0
TOTAL PROGRAM REVENUE		\$2,724,981

AB 109 - SUD & MH OP
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July 1, 2019 - June 30, 2020

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SALARY & BENEFITS GRAND TOTAL				\$1,113,971
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1012 Utilities				\$20,400
1013 Building Maintenance				\$6,257
1014 Equipment purchase				\$2,214
FACILITY/EQUIPMENT TOTAL				\$98,233

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1081	External Audit	\$500
1082	Liability Insurance	\$3,150
1083	Administrative Overhead	\$218,641
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$222,291

SPECIAL EXPENSES (Consultant/Etc.):

1090	O/S Psychiatrist	\$65,280
1091	O/S Labor Clinical - Therapist	\$5,000
1092	Translation Services	\$5,976
1093	Medication Supports	\$21,810
SPECIAL EXPENSES TOTAL		\$98,066

FIXED ASSETS:

1190	Computers & Software	\$5,000
1191	Furniture & Fixtures	\$2,000
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$7,000

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Intensive Substance Use Disorder Services	\$200,000
2001	Residential Services	\$848,625
2002.1	Clothing, Food & Hygiene	\$2,400
2002.2	Client Transportation & Support	\$8,813
2002.3	Education Support	\$4,420
2002.4	Employment Support	\$6,500
2002.5	Respite Care	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers	\$0
2002.8	Child Care	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$1,070,758
TOTAL PROGRAM EXPENSES		\$2,724,981

DRUG MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
	0.00	\$0.00	\$0
Group Contacts	9576.00	\$26.23	\$251,178
	0.00	\$0.00	\$0
Individual Contacts	1451.00	\$67.38	\$97,768
	0.00	\$0.00	\$0
Estimated Medi-Cal Billing Totals	11027		\$348,947
Estimated % of Federal Financial Participation Reimbursement			\$0
Estimated % of Clients Served that will be Medi-Cal Eligible			\$0
MEDI-CAL REVENUE TOTAL			\$348,947

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	55,498	\$2.40	\$133,195
3100	Case Management	18,000	\$1.80	\$32,400
3200	Crisis Services	3,312	\$2.95	\$9,770
3300	Medication Support	45,000	\$3.75	\$168,750
3400	Collateral	8,149	\$2.40	\$19,558
3500	Plan Development	34,000	\$2.40	\$81,600
3600	Assessment	5,000	\$2.40	\$12,000
3700	Rehabilitation	26,000	\$2.40	\$62,400
Estimated Medi-Cal Billing Totals		194,959		\$519,673
Estimated % of Federal Financial Participation Reimbursement			0.00%	\$181,886
Estimated % of MAGI Federal Financial Participation Reimbursement			0.00%	\$155,902
Estimated % of Clients Served that will be Medi-Cal Eligible				
MEDI-CAL REVENUE TOTAL				\$337,788

OTHER REVENUE (SUDS):

4000	Other - (AB 109)	\$1,538,246
4100	Other - (SAPT)	\$200,000
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$1,738,246

OTHER REVENUE (MH):

4000	Other - (Mental Health Realignment)	\$300,000
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$300,000

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0
TOTAL PROGRAM REVENUE		\$2,724,981

AB 109 - SUD & MH OP
Turning Point of Central California, Inc.
July 1, 2021 - June 30, 2022

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 Substance Abuse Counselor	6.00		\$269,513	\$269,513
0002 Case Manager	1.00		\$37,378	\$37,378
0003 MH Professional/Team Leader	2.00		\$145,205	\$145,205
0004 Program Director	1.00		\$71,399	\$71,399
0005 Nurse	0.25		\$12,839	\$12,839
0006 Billing Clerk	0.75		\$26,685	\$26,685
0007 Administrative Technician	1.00		\$37,009	\$37,009
0008 PSC C	1.00		\$43,778	\$43,778
0009 Intake Specialist/Transportation	1.00		\$34,928	\$34,928
0010 Secretary	1.00		\$35,932	\$35,932
0011 Intake Specialist	1.00		\$48,908	\$48,908
0012 Bookkeeper	0.75		\$26,002	\$26,002
SALARY TOTAL	16.75	\$0	\$789,576	\$789,576
PAYROLL TAXES:				
0031 OASDI/FICA/MEDICARE			\$62,919	\$62,919
0032 SUI			\$15,301	\$15,301
PAYROLL TAX TOTAL		\$0	\$78,220	\$78,220
EMPLOYEE BENEFITS:				
0040 Retirement			\$12,172	\$12,172
0041 Workers Compensation			\$7,876	\$7,876
0042 Health Insurance (medical, vision, life, dental)			\$193,228	\$193,228
0043 Accrued Paid Leave			\$32,899	\$32,899
EMPLOYEE BENEFITS TOTAL		\$0	\$246,175	\$246,175
SALARY & BENEFITS GRAND TOTAL				\$1,113,971
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$69,362
1011 Rent/Lease Equipment				\$0
1012 Utilities				\$20,400
1013 Building Maintenance				\$6,257
1014 Equipment purchase				\$2,214
FACILITY/EQUIPMENT TOTAL				\$98,233

OPERATING EXPENSES:

1060	Telephone	\$6,500
1061	Answering Service	\$0
1062	Postage	\$500
1063	Printing/Reproduction	\$1,251
1064	Publications	\$481
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$19,000
1067	Household Supplies	\$2,251
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$11,650
1070	Program Supplies - Medical	\$13,213
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$8,974
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$6,650
1075	Lodging	\$1,000
1076	Other-Vehicle Insurance	\$6,981
1077	Other-	\$0
1078	Other - Depreciation	\$1,395
1079	Other - Recruitment	\$816
1080	Licenses	\$34,000
OPERATING EXPENSES TOTAL		\$114,662

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$500
1082	Liability Insurance	\$3,150
1083	Administrative Overhead	\$218,641
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$222,291

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2002.8	Child Care	\$0
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TOTAL PROGRAM EXPENSES		\$2,724,981

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5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0
TOTAL PROGRAM REVENUE		\$2,724,981

Electronic Health Records Software Charges

CONTRACTOR understands that COUNTY utilizes Netsmart's Avatar for its Electronic Health Records management. CONTRACTOR agrees to reimburse COUNTY for all user license fees for accessing Netsmart's Avatar, as set forth below:

Description	Effective	Fee Per User
NetSmart Avatar Monthly Hosting Service (per named user per month)	02/01/2016	\$37.00
NetSmart Avatar Annual Maintenance/License (per named license per year)	02/01/2016	\$249.95
OrderConnect License ¹ (per named license per year)	02/01/2016	\$1,278.00
Reaching Recovery	Upon first use of tools	\$10.00

* Annual maintenance increases 3% each FY on July 1st

Should CONTRACTOR choose not to utilize Netsmart's Avatar for its Electronic Health Records management, CONTRACTOR will be responsible for obtaining its own system for Electronic Health Records management.

¹ Includes 100 faxed pages per month. An additional fee of \$0.20 per faxed page will apply, thereafter.

FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM

CONTRACTOR CODE OF CONDUCT AND ETHICS

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Signature : _____ **Date :** ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: _____

Job Title (if different from Discipline): _____

Signature: _____ **Date:** ____/____/____

Documentation Standards For Client Records

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.

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

2. Timeliness/Frequency Standard for Assessment

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

B. Client Plans

1. Client plans will:

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

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

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

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

2. Timeliness/Frequency of Progress Notes:

Progress notes shall be documented at the frequency by type of service indicated below:

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

C. Suspension of Compensation

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

D. Nepotism

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

5. **PATIENTS' RIGHTS**

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

Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the County to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
9. The organizational provider has as head of service a licensed mental health professional of other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
10. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.

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

Fresno County Mental Health Plan

Grievances

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

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

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

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

Please note that all fee-for-service providers and contract agencies are required to give their clients copies of all current beneficiary information annually at the time their treatment plans are updated and at intake.

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

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

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

Provider Problem Resolution and Appeals Process

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

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern. The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the MHP address (listed above).

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

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

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

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

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

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

FRESNO COUNTY MENTAL HEALTH PLAN

GRIEVANCES AND INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

- Incident Report should be sent to:

DBH Program Supervisor

INCIDENT REPORT WORKSHEET

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

Name/DMH # _____

1. Background information of the incident:**2. Method of investigation:** (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) _____

List key people involved. (witnesses, visitors, physicians, employees)

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

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

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

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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

The Case for the Enhanced National CLAS Standards

Of all the forms of inequality, injustice in health care is the most shocking and inhumane.
— Dr. Martin Luther King, Jr.

Health equity is the attainment of the highest level of health for all people (U.S. Department of Health and Human Services [HHS] Office of Minority Health, 2011). Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age (World Health Organization, 2012), such as socioeconomic status, education level, and the availability of health services (HHS Office of Disease Prevention and Health Promotion, 2010). Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion (LaVeist, Gaskin, & Richard, 2009). Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services (Beach et al., 2004; Goode, Dunne, & Bronheim, 2006). By providing a structure to implement culturally and linguistically appropriate services, the enhanced National CLAS Standards will improve an organization's ability to address health care disparities.

The enhanced National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities (HHS, 2011) and the National Stakeholder Strategy for Achieving Health Equity (HHS National Partnership for Action to End Health Disparities, 2011), which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country. Similar to these initiatives, the enhanced National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

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INTENSIVE/RESIDENTIAL SUBSTANCE USE DISORDER SERVICES

Line item “Intensive Substance Use Disorder Services,” shall be defined as any of the following options:

- Medication-Assisted Treatment (MAT) at a Licensed Narcotic Treatment Program
- Residential Detoxification/Stabilization

These services may be performed by Contractor, or they may be outsourced to any County-Contracted provider at the County’s current contracted rates. The AB 109 contractor must have a signed MOU in place with the County contracted provider and the MOU’s must be approved by the County Alcohol and Drug Program Administrator and on file with Fresno County DBH Contracts Division – Substance Use Disorder Services. Maximum compensation for these services is detailed in the approved budget under line item “Intensive Substance Use Disorder Services”.

Line item “Residential Services,” shall be defined as:

- Residential services for Males/Females
- Residential Perinatal
- Sober Living Environment
- Monolingual Male Residential Services

These services may be performed by Contractor, or they may be outsourced to any County-Contracted provider at the County’s current contract rates. AB 109 contractor must have a signed MOU in place with the County contracted provider and the MOU’s must be approved by the County Alcohol and Drug Program Administrator and on file with Fresno County DBH Contracts Division – Substance Use Disorder Services. Maximum compensation for these services is detailed in the approved budget under line item “Residential Services”

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and PROVIDER(S) related to provision of alcohol and drug abuse treatment services for Fresno County residents, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Children and Family Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

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

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

YES NO

IV. A. Has there been a change in ownership or control within the last year? ☐ ☐
If yes, give date. _____

B. Do you anticipate any change of ownership or control within the year?..... ☐ ☐
If yes, when? _____

C. Do you anticipate filing for bankruptcy within the year?..... ☐ ☐
If yes, when? _____

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

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

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

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

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

Signature:

(Printed Name & Title)

Date:

(Name of Agency or
Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

UNLAWFUL USE OF DRUGS AND ALCOHOL CERTIFICATION

I, _____, as an authorized agent of
(Print Name)
_____, acknowledge the requirement to
(Organization Name)
comply with California HSC 11999-11999.3, which authorizes the County of Fresno to terminate a contract, without penalty, if this organization or its employees, or a subcontractor or its employees fail to ensure that:

- The program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol;
- All aspects of a drug- or alcohol-related program are consistent with the “no unlawful use” message, including, but not limited to, program standards, curricula, materials, and teachings; and
- The “no unlawful use” of drugs and alcohol message contained in drug- or alcohol-related programs applies to the use of drugs and alcohol prohibited by law.

I understand that the State of California enforces an Unlawful Use policy in which there is zero tolerance for promoting the unlawful use of and drugs or alcohol in an AOD treatment facility. If this organization fails to satisfy the guidelines adopted by the State of California, the drug or alcohol program shall not receive state funds and their contract with Fresno County will be terminated.

I understand that this organization is obligated to ensure any subcontractors are informed of the requirements of HSC 11999-11999.3 and, if found in violation, will be immediately terminated.

Signature: _____

Date: _____

Title: _____



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

EXHIBIT Q

PRIVACY AND SECURITY AGREEMENT REGARDING AUTHORIZED ACCESS TO
CONFIDENTIAL PROTECTED HEALTH INFORMATION FOR FRESNO COUNTY DEPARTMENT
OF BEHAVIORAL HEALTH (DBH) EMPLOYEES AND/OR NON-DBH SUD SERVICES
WORKFORCE MEMBERS

OATH OF CONFIDENTIALITY

As a condition of obtaining access to any Protected Health Information (PHI) that is necessary to carry out my function with DBH, I _____, agree to not divulge any PHI to unauthorized persons. Furthermore, I maintain that I will not publish or otherwise make public any information regarding persons who receive Substance Use Disorder Services such that the persons who receive or have received such services are identifiable.

Access to such data shall be limited to Fresno County DBH personnel, subcontractors, and subcontractors' personnel who require this information in the performance of their duties and have signed an Oath of Confidentiality with DBH.

By signing this oath, I agree to uphold the security and confidentiality requirements outlined by the Medi-Cal Privacy and Security Agreement signed by DBH, surveillance and safeguarding announcements issued by DHCS, and other applicable terms and stipulations provided by the HIPAA doctrine as well as other relevant state and federal regulations.

I hereby certify my understanding of the need to:

1. Exercise due care to preserve data integrity and confidentiality.
2. Treat passwords and user accounts as confidential information.
3. Take reasonable precautions to ensure the protection of PHI from unauthorized access.
4. Notify CMHDMEDS@dhcs.ca.gov and iso@dhcs.ca.gov of a possible security violation including unauthorized access to PHI.

I recognize that unauthorized release of confidential information may make me subject to civil and criminal sanctions pursuant to the provisions of the Welfare and Institutions Code Section 14100.2, Welfare and Institutions Code Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I further acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment or contract.

Agency Name

Signature:

Date:

TRAFFICKING VICTIMS PROTECTION ACT OF 2000 CERTIFICATION

I, _____, as an authorized agent of
(Print Name)
_____, acknowledge the requirement to
(Organization Name)
comply with the Trafficking Victims Protection Act of 2000 (TVPA), specifically Section 106(g), which authorizes the County of Fresno to terminate a contract, without penalty, if this organization or its employees, or a subcontractor or its employees:

- Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procures a commercial sex act during the period of time that the award is in effect; or
- Uses forced labor in the performance of the award or subawards under the award.

I understand that the TVPA establishes human trafficking and related offenses as federal crimes and attaches severe penalties to them. I will immediately inform the County of Fresno, Department of Behavioral Health, Contracts Division – Substance Use Disorder (SUD) Services immediately of any information received from any source alleging a violation of the TVPA by either this organization or its employees, or a subcontractor or its employees during the term of this contract.

I understand that this organization is obligated to ensure any subcontractors are informed of the requirements of the TVPA and, if found in violation, will be immediately terminated. I agree to submit this signed certification annually on behalf of the organization acknowledging requirements under the TVPA and attesting that all employees will receive annual TVPA training, and that documentation of training will be placed in personnel files.

Signature: _____

Date: _____

Title: _____