

**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 CALIFORNIA, INC.**, a California Private Non-Profit Corporation, whose service address is 3636 N. First Street, Suites 162 and 164, Fresno, CA 93726, 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 Full Service Partnership (FSP) services as required by AB109 Public Safety Realignment and the Postrelease Community Supervision Act of 2011; and

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

WHEREAS, CONTRACTOR is qualified and willing to provide services required by COUNTY, 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 as set forth in Exhibit A, "MHSA Full Service Partnership Services Program Scope of Work," attached hereto and by this reference incorporated herein and made part of this Agreement. In addition, all services shall be performed in accordance with Exhibit B, "Full Service Partnership Service Delivery Model," attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified 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, herein collectively referred to as COUNTY's Revised RFP No. 17-064, and CONTRACTOR's response to said Revised RFP dated April

20, 2017, all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits; 2) to the Revised RFP; and 3) to the Response to the Revised RFP. A copy of COUNTY's Revised RFP No. 17-064 and CONTRACTOR's response thereto shall be retained and made available during the term of this Agreement by COUNTY's DBH Contracts Division.

C. It is acknowledged by all parties hereto that COUNTY's DBH Contracts Division unit shall monitor the FSP Program operated by CONTRACTOR, in accordance with Section Fourteen (14) of this Agreement.

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

E. It is acknowledged that upon execution of this Agreement, CONTRACTOR will provide FSP services, as identified and incorporated herein, at the following location: 3636 N 1st St #162 & #164, Fresno, CA 93726. Any change to CONTRACTOR's location of the service site must be made with thirty (30) days advance written notice to COUNTY's DBH Director or designee and only upon written approval from COUNTY's DBH Director or designee.

F. CONTRACTOR shall maintain requirements as an organizational provider throughout the term of this Agreement, as described in Section Seventeen (17) of this Agreement. If for any reason, this status is not maintained, COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

G. CONTRACTOR agrees that prior to, and while providing services under the terms and conditions of this Agreement, CONTRACTOR shall have staff hired and in place for program services and operations or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate this Agreement, in accordance with Section Three (3) of this Agreement.

## **2. TERM**

The term of this Agreement shall be for the period of three (3) years, commencing on

1 July 1, 2017 through and including June 30, 2020. This Agreement may be extended for two (2)  
2 additional consecutive twelve (12) month periods upon written approval of both parties no later than  
3 thirty (30) days prior to the first day of the next twelve (12) month extension period. The County's  
4 DBH Director or his or her designee is authorized to execute such written approval on behalf of  
5 COUNTY based on CONTRACTOR'S satisfactory performance.

6 **3. TERMINATION**

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

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

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

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

25 C. Without Cause - Under circumstances other than those set forth above, this  
26 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DBH Director or  
27 designee upon the giving of thirty (30) days advance written notice prior to close of the current  
28 Agreement term.

1           **4.     COMPENSATION**

2           COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
3 compensation in accordance with the Budget set forth in Exhibit B, attached hereto and by this reference  
4 incorporated herein and made part of this Agreement.

5                   A.     Maximum Contract Amount

6           The maximum amount for the period of July 1, 2017 through June 30, 2018 shall not  
7 exceed One Million Five Hundred Fifty-Five Thousand Nine Hundred Three and No/100 Dollars  
8 (\$1,555,903.00).

9           The maximum amount for the period of July 1, 2018 through June 30, 2019 shall not  
10 exceed One Million Five Hundred Fifty-Five Thousand Nine Hundred Three and No/100 Dollars  
11 (\$1,555,903.00).

12           The maximum amount for the period of July 1, 2019 through June 30, 2020 shall not  
13 exceed One Million Five Hundred Fifty-Five Thousand Nine Hundred Three and No/100 Dollars  
14 (\$1,555,903.00).

15           The maximum amount for the period of July 1, 2020 through June 30, 2021 shall not  
16 exceed One Million Five Hundred Fifty-Five Thousand Nine Hundred Three and No/100 Dollars  
17 (\$1,555,903.00).

18           The maximum amount for the period of July 1, 2021 through June 30, 2022 shall not  
19 exceed One Million Five Hundred Fifty-Five Thousand Nine Hundred Three and No/100 Dollars  
20 (\$1,555,903.00).

21           In no event shall the maximum contract amount for the services provided by the  
22 CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of Seven  
23 Million Seven Hundred Seventy-Nine Thousand Five Hundred Fifteen and No/100 Dollars  
24 (\$7,779,515.00) during the total five (5) year term of the Agreement.

25           B.     Prior to March 1<sup>st</sup> of each twelve (12) month period of this Agreement,  
26 CONTRACTOR shall provide to COUNTY's DBH an updated budget in the format identified in  
27 Exhibit B, for the upcoming twelve month period. Each such budget shall require the approval of  
28 COUNTY's DBH Director or his/her designee prior to April 1<sup>st</sup> for the upcoming twelve (12) month

1 period covered by said budget. If said budget is not received by the March 1<sup>st</sup> due date, the budget for  
2 the upcoming twelve (12) month period will remain at the prior year's funding level. The maximum  
3 amount of said approved budget shall not exceed the maximum compensation for the current Agreement  
4 period.

5 If CONTRACTOR fails to generate the Medi-Cal revenue and/or client fee  
6 reimbursement amounts set forth in Exhibit B, the COUNTY shall not be obligated to pay the difference  
7 between these estimated amounts and the actual amounts generated.

8 It is further understood by COUNTY and CONTRACTOR that any Medi-Cal revenue  
9 and/or client fee reimbursements above the amounts stated herein will be used to directly offset the  
10 COUNTY's contribution of COUNTY funds identified in Exhibit B. The offset of funds will also be  
11 clearly identified in monthly invoices received from CONTRACTOR as further described in Section Five  
12 (5) of this Agreement.

13 Travel shall be reimbursed based on actual expenditures and mileage reimbursement shall  
14 be at CONTRACTOR's adopted rate per mile, not to exceed the Federal Internal Revenue Services (IRS)  
15 published rate.

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

18 C. It is understood that all expenses incidental to CONTRACTOR's performance of  
19 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply  
20 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further  
21 compensation.

22 D. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services  
23 provided during the preceding month, within forty-five (45) days after the date of receipt and approval by  
24 COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be made  
25 after receipt and verification of actual expenditures incurred by CONTRACTOR for monthly program  
26 costs, as identified in Exhibit B, in the performance of this Agreement and shall be documented to  
27 COUNTY on a monthly basis by the fifteenth (15<sup>th</sup>) of the month following the month of said  
28 expenditures. The parties acknowledge that the CONTRACTOR will be performing hiring, training, and

1 credentialing of staff, configuring the facility and office space, and obtaining site certification from the  
2 COUNTY Mental Health Plan (Mental Health Plan).

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

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

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

18 G. CONTRACTOR shall be held financially liable for any and all future  
19 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit  
20 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election,  
21 the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall  
22 be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive  
23 reimbursement for any units of services rendered that are disallowed or denied by the Fresno County  
24 Mental Health Plan (Mental Health Plan) utilization review process or through the DHCS cost report  
25 audit settlement process for Medi-Cal eligible clients.

26 H. It is understood by CONTRACTOR and COUNTY that this Agreement is funded  
27 with mental health funds to serve individuals with SMI, many of whom have co-occurring substance use  
28 disorders. It is further understood by CONTRACTOR and COUNTY that funds shall be used to support

appropriately integrated services for co-occurring substance use disorders in the target population, and that integrated services can be documented in crisis assessments, interventions, and progress notes documenting linkages.

## **5. INVOICING**

A. CONTRACTOR shall invoice COUNTY in arrears by the fifteenth (15<sup>th</sup>) day of each month for the prior month's actual services rendered to DBHInvoices@co.fresno.ca.us. After CONTRACTOR renders service to referred clients, CONTRACTOR will invoice COUNTY for payment, certify the expenditure, and submit electronic claiming data into COUNTY's electronic information system for all clients, including those eligible for Medi-Cal as well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit. COUNTY must pay CONTRACTOR before submitting a claim to DHCS for Federal reimbursement for Medi-Cal eligible clients.

B. CONTRACTOR shall submit to the COUNTY by the tenth (10<sup>th</sup>) of each month a detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit GL reports and supporting documentation shall be deemed sufficient cause for COUNTY to withhold payments until there is compliance, as further described in Section Five (5) herein.

C. COUNTY's DBH shall invoice CONTRACTOR in arrears by the fifth (5<sup>th</sup>) day of each month for the prior month's hosting fee for access to the COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit C, "Electronic Health Records Software Charges" attached hereto and incorporated herein by reference. COUNTY shall invoice CONTRACTOR annually for the annual maintenance and licensing fee for access to the COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit C. COUNTY shall invoice CONTRACTOR annually for the Reaching Recovery fee for access to the COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit C. CONTRACTOR shall provide payment for these expenditures to COUNTY's Fresno County Department of Behavioral Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712, Attention: Business Office, within forty-five (45) days after the date of receipt by CONTRACTOR of the invoicing provided by COUNTY.

1           D.       At the discretion of COUNTY's DBH Director, or designee, if an invoice is  
2 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall  
3 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper  
4 after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide  
5 services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after  
6 the ninety (90) day period, the invoice(s) is still not corrected to COUNTY DBH's satisfaction,  
7 COUNTY's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the  
8 termination provisions stated in Section Three (3) of this Agreement. In addition, for invoices received  
9 sixty (60) days after the expiration of each term of this Agreement or termination of this Agreement, at  
10 the discretion of COUNTY's DBH Director, or designee, COUNTY's DBH shall have the right to deny  
11 payment of any additional invoices received.

12           E.       Monthly invoices shall include a client roster, identifying volume reported by  
13 payer group clients served (including third party payer of services) by month and year-to-date, including  
14 percentages.

15           F.       CONTRACTOR shall submit monthly invoices and general ledgers that itemize  
16 the line item charges for monthly program costs (per applicable budget, as identified in Exhibit B),  
17 including the cost per unit calculation based on clients served within that month, and excluding lobbying  
18 costs. The invoices and general ledgers will serve as tracking tools to determine if CONTRACTOR's  
19 program costs are in accordance with its budgeted cost, and cost per unit negotiated by service modes  
20 compared to actual cost per unit, as set forth in Exhibit B. The actual cost per unit will be based upon  
21 total costs and total units of service. It will also serve for the COUNTY to certify the public funds  
22 expended for purposes of claiming Federal and State reimbursement for the cost of Medicaid services  
23 and activities.

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



1 operations.

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

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

9 J. CONTRACTOR is responsible for collection and managing data in a manner to  
10 be determined by DHCS and the Mental Health Plan in accordance with applicable rules and  
11 regulations. COUNTY's electronic billing system is a critical source of information for purposes of  
12 monitoring service volume and obtaining reimbursement. CONTRACTOR must attend COUNTY's  
13 DBH's Business Office training on equipment reporting for assets, intangible and sensitive minor assets;  
14 COUNTY's electronic information system; and related cost reporting.

15 K. CONTRACTOR shall submit service data into COUNTY's electronic  
16 information system within ten (10) calendar days from the date services were rendered. Federal and  
17 State reimbursement for Medi-Cal specialty mental health services is based on public expenditures  
18 certified by the CONTRACTOR.

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

25 M. If a client has dual coverage, such as other health coverage (OHC) or Federal  
26 Medicare, the CONTRACTOR will be responsible for billing the carrier and obtaining a  
27 payment/denial or have validation of claiming with no response ninety (90) days after the claim was  
28 mailed before the service can be entered into the COUNTY's electronic information system.

1 CONTRACTOR must report all third party collections for Medicare, third party or client pay or  
2 private pay in each monthly invoice and in the cost report that is required to be submitted. A copy of  
3 explanation of benefits or CSM 1500 is required as documentation. CONTRACTOR must report all  
4 revenue collected from OHC, third-party, client-pay or private-pay in each monthly invoice and in the  
5 cost report that is required to be submitted. CONTRACTOR shall submit monthly invoices for  
6 reimbursement that equal the amount due CONTRACTOR less any funding sources not eligible for  
7 Federal and State reimbursement. CONTRACTOR must comply with all laws and regulations  
8 governing the Federal Medicare program, including, but not limited to: 1) the requirement of the  
9 Medicare Act, 42 U.S.C. section 1395 et seq; and 2) the regulation and rules promulgated by the  
10 Federal Centers for Medicare and Medicaid Services as they relate to participation, coverage and  
11 claiming reimbursement. CONTRACTOR will be responsible for compliance as of the effective date  
12 of each Federal, State or local law or regulation specified.

13 N. Data entry shall be the responsibility of the CONTRACTOR. The direct specialty  
14 mental health services data must be reconciled by the CONTRACTOR to the monthly invoices  
15 submitted for payment. COUNTY shall monitor the volume of services and cost of services entered into  
16 the COUNTY's electronic information system. Any and all audit exceptions resulting from the  
17 provision and reporting of specialty mental health services by CONTRACTOR shall be the sole  
18 responsibility of the CONTRACTOR. CONTRACTOR will comply with all applicable policies,  
19 procedures, directives and guidelines regarding the use of COUNTY's electronic information system.

20 O. Medi-Cal Certification and Mental Health Plan Compliance

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

1 CONTRACTOR will not be reimbursed by COUNTY for any services rendered prior to certification.

2 CONTRACTOR shall provide specialty mental health services in accordance with  
3 the COUNTY's Mental Health Plan. CONTRACTOR must comply with the "Fresno County Mental  
4 Health Plan Compliance Program and Code of Conduct" set forth in Exhibit D, attached hereto and  
5 incorporated herein by reference and made part of this Agreement.

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

15 **6. INDEPENDENT CONTRACTOR**

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

27 Because of its status as an independent contractor, CONTRACTOR shall have absolutely  
28 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be

solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

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## **7. MODIFICATION**

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

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

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

## **8. NON-ASSIGNMENT**

No party shall assign, transfer or subcontract this Agreement nor their rights or duties

under this Agreement without the prior written consent of COUNTY.

**9. HOLD-HARMLESS**

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

CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California 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 affect the following insurance policies throughout the term of this Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Five Million Dollars (\$5,000,000). 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 Property Insurance

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

5 All Risk Property Insurance

6 CONTRACTOR will provide property coverage for the full replacement value of  
7 the COUNTY'S personal property in possession of CONTRACTOR and/or used  
8 in the execution of this Agreement. COUNTY will be identified on an appropriate  
9 certificate of insurance as the certificate holder and will be named as an  
Additional Loss Payee on the Property Insurance Policy.

10 D. Professional Liability

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

17 E. Worker's Compensation

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

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

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

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

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

20           **11.   LICENSES/CERTIFICATES**

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

1           **12.    RECORDS**

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

7           **13.    REPORTS**

8               A.     Outcome Reports

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

12              B.     Additional Reports

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

20              C.     Cost Report

21           CONTRACTOR agrees to submit a complete and accurate detailed cost report to  
22 the COUNTY's DBH on an annual basis for each fiscal year ending June 30th in the format prescribed  
23 by the State DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for  
24 programs. The cost report will be the source document for several phases of settlement with the DHCS  
25 for the purposes of Short Doyle Medi-Cal reimbursement. CONTRACTOR shall report costs under their  
26 approved legal entity number established during the Medi-Cal certification process. The information  
27 provided applies to CONTRACTOR for program related costs for services rendered to Medi-Cal and  
28 non Medi-Cal clients. The CONTRACTOR will remit a schedule to provide the required information on



published charges for all authorized services. The report will serve as a source document to determine the CONTRACTOR's usual and customary charge prevalent in the public mental health sector that is used to bill the general public, insurers or other non-Medi-Cal third party payors during the course of business operations. CONTRACTOR must report all collections for Medi-Cal/Medicare services and collections. The CONTRACTOR shall also submit with the cost report a copy of the CONTRACTOR's general ledger that supports revenues and expenditures and reconciled detailed report of reported total units of services rendered under this Agreement to the units of services reported by CONTRACTOR to COUNTY'S electronic information system.

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

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

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

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

During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings related to the reimbursement provided under this Agreement. CONTRACTOR will participate in the several phases of settlements between COUNTY/CONTRACTOR and DHCS. The phases of initial cost reporting for settlement according to State reconciliation of records for paid Medi-

Cal services and audit settlement are: State DHCS audit 1) initial cost reporting - after an internal review by COUNTY, the COUNTY files the cost report with State DHCS on behalf of the CONTRACTOR's legal entity for the fiscal year; 2) Settlement –State reconciliation of records for paid Medi-Cal services, approximately 18 to 36 months following the State close of the fiscal year, DHCS will send notice for any settlement under this provision to the COUNTY; 3) Audit Settlement-State DHCS audit. After final reconciliation and settlement DHCS may conduct a review of medical records, cost report along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow costs and/or units of services reported on the CONTRACTOR's legal entity cost report. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with CONTRACTOR until resolution of the appeal. DHCS Audits will follow Federal Medicaid procedures for managing overpayments. If at the end of the Audit Settlement, the COUNTY determines that it overpaid the CONTRACTOR, it will require the CONTRACTOR to repay the Medi-Cal related overpayment back to the COUNTY.

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

#### **14. MONITORING**

CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director and the State Department of Health Care Services, 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.

#### **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.

///

1           **16.    COMPLIANCE WITH STATE REQUIREMENTS**

2           CONTRACTOR recognizes that COUNTY operates its mental health programs under an  
3 agreement with the State of California Department Health Care Services, and that under said agreement  
4 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall  
5 adhere to all State requirements, including those identified in Exhibit F “State Mental Health  
6 Requirements”, attached hereto and by this reference incorporated herein and made part of this  
7 Agreement. CONTRACTOR shall also file an incident report for all incidents involving consumers,  
8 following the Protocol and using the Worksheet identified in Exhibit G, attached hereto and by this  
9 reference incorporated herein and made part of this Agreement.

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

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

22           **18.    CONFIDENTIALITY**

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

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

27           COUNTY and CONTRACTOR each consider and represent themselves as covered  
28 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law

1 104-191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

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

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

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

13 **20. DATA SECURITY**

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

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

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

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

28 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

7 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

responsible for all costs incurred as a result of providing the required notification.

**21. PROPERTY OF COUNTY**

A. COUNTY and CONTRACTOR recognizes that fixed assets are tangible and intangible property obtained or controlled under COUNTY's Mental Health Plan for use in operational capacity and will benefit COUNTY for a period more than one 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

Asset type	Threshold
• land	\$0
• buildings and improvements	\$100,000
• infrastructure	\$100,000
• be tangible	\$5,000
o equipment	
o vehicles	
• or intangible asset	\$100,000
o Internally generated software	
o Purchased software	
o Easements	
o Patents	
• and capital lease	\$5,000

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 annual inventoried 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 less than Five Thousand and No/100 Dollars (\$5,000.00) but more than \$1,000, with over one 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

1 sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR maintains a  
2 tracking system on the items and are not required to be capitalize or depreciated. The items are subject  
3 to annual inventory for compliance.

4 C. Assets shall be retained by COUNTY, as COUNTY property, in the event this  
5 Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in  
6 an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of  
7 this Agreement CONTRACTOR shall be physically present when fixed and inventoried assets are  
8 returned to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all  
9 COUNTY owned undepreciated fixed and inventoried assets, or the monetary value of said assets if  
10 unable to produce the assets at the expiration or termination of this Agreement.

11 CONTRACTOR further agrees to the following:

12 1. To maintain all items of equipment in good working order and condition,  
13 normal wear and tear is expected;

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

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

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

27 E. CONTRACTOR must obtain prior written approval from COUNTY's DBH  
28 whenever there is any modification or change in the use of any property acquired or improved, in whole

1 or in part, using funds under this Agreement. If any real or personal property acquired or improved with  
2 said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which does not  
3 qualify under this Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the  
4 current fair market value of the property, less any portion thereof attributable to expenditures of funds  
5 not provided under this Agreement. These requirements shall continue in effect for the life of the  
6 property. In the event this Agreement expires, or terminates, the requirements for this Section shall  
7 remain in effect for activities or property funded with said funds, unless action is taken by the State  
8 government to relieve COUNTY of these obligations

9 **22. NON-DISCRIMINATION**

10 During the performance of this Agreement, CONTRACTOR shall not unlawfully  
11 discriminate against any employee or applicant for employment, or recipient of services, because of  
12 race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age  
13 or gender, pursuant to all applicable State and Federal statutes and regulations.

14 **23. CULTURAL COMPETENCY**

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

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

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

27 C. CONTRACTOR shall not use minors as interpreters.

28 D. CONTRACTOR shall provide and pay for interpreting and translation services to



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

E. In compliance with the State mandated Culturally and Linguistically Appropriate Services standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY for approval, within 60 days from date of contract execution, CONTRACTOR's plan to address all fifteen national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services (CLAS)" (<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>). 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 to the Secretary of the United States Department of Health and Human Services, or upon request to 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

1 CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value  
2 or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period,  
3 with a related organization, such Agreement shall contain a clause to the effect that until the expiration  
4 of four (4) years after the furnishing of such services pursuant to such subcontract, the related  
5 organizations shall make available, upon written request to the Secretary of the United States  
6 Department of Health and Human Services, or upon request to the Comptroller General of the United  
7 States General Accounting Office, or any of their duly authorized representatives, a copy of such  
8 subcontract and such books, documents, and records of such organization as are necessary to verify the  
9 nature and extent of such costs.

10 **25. SINGLE AUDIT CLAUSE**

11 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00)  
12 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit  
13 in accordance with the requirements of the Single Audit Standards as set forth in Office of Management  
14 and Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit and management letter to  
15 COUNTY. The audit must include a statement of findings or a statement that there were no findings. If  
16 there were negative findings, CONTRACTOR must include a corrective action plan signed by an  
17 authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or  
18 weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DBH Business  
19 Office, for review within nine (9) months of the end of any fiscal year in which funds were expended  
20 and/or received for the program. Failure to perform the requisite audit functions as required by this  
21 Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option,  
22 contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to  
23 enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the  
24 sole responsibility of CONTRACTOR.

25 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do  
26 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or CONTRACTOR's  
27 only funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must  
28 be performed and a program audit report with management letter shall be submitted by CONTRACTOR

1 to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall  
2 be delivered to COUNTY's DBH Business Office, for review no later than nine (9) months after the  
3 close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to  
4 comply with this Act may result in COUNTY performing the necessary audit tasks or contracting with a  
5 qualified accountant to perform said audit. All audit costs related to this Agreement are the sole  
6 responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material  
7 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under  
8 this paragraph shall be billed to the CONTRACTOR at COUNTY cost, as determined by COUNTY's  
9 Auditor-Controller/Treasurer-Tax Collector.

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

15 **26. COMPLIANCE**

16 CONTRACTOR agrees to comply with the COUNTY's Contractor Code of Conduct and  
17 Ethics and the COUNTY's Compliance Program in accordance with Exhibit D attached hereto and  
18 incorporated herein by reference and made part of this Agreement. Within thirty (30) days of entering  
19 into this Agreement with the COUNTY, CONTRACTOR shall have all of CONTRACTOR's  
20 employees, agents and subcontractors providing services under this Agreement certify in writing, that he  
21 or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics.  
22 CONTRACTOR shall ensure that within thirty (30) days of hire, all new employees, agents and  
23 subcontractors providing services under this Agreement shall certify in writing that he or she has  
24 received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics.  
25 CONTRACTOR understands that the promotion of and adherence to the Code of Conduct is an element  
26 in evaluating the performance of CONTRACTOR and its employees, agents and subcontractors.

27 Within thirty (30) days of entering into this Agreement, and annually thereafter, all  
28 employees, agents and subcontractors providing services under this Agreement shall complete general

1 compliance training and appropriate employees, agents and subcontractors shall complete  
2 documentation and billing or billing/reimbursement training. All new employees, agents and  
3 subcontractors shall attend the appropriate training within 30 days of hire. Each individual who is  
4 required to attend training shall certify in writing that he or she has received the required training. The  
5 certification shall specify the type of training received and the date received. The certification shall be  
6 provided to the COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California 93703.  
7 CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon  
8 COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this  
9 Agreement.

10       **27.    ASSURANCES**

11               In entering into this Agreement, CONTRACTOR certifies that it, nor any of its officers,  
12 are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal  
13 Health Care Programs: that it, nor any of its officers, have not been convicted of a criminal offense  
14 related to the provision of health care items or services; nor has it, or any of its officers, been reinstated  
15 to participate in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or  
16 ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is  
17 ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or  
18 involvement with, COUNTY's business operations related to the Federal Health Care Programs and  
19 shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the  
20 items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part,  
21 directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until  
22 such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

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

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

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

20           C.       CONTRACTOR shall verify (by asking the applicable employees and  
21 subcontractors) that all current employees and existing subcontractors who, in each case, are expected to  
22 perform professional services under this Agreement (1) are not currently excluded, suspended, debarred,  
23 or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted  
24 of a criminal offense related to the provision of health care items or services; and (3) have not been  
25 reinstated to participation in the Federal Health Care Program after a period of exclusion, suspension,  
26 debarment, or ineligibility. In the event any existing employee or subcontractor informs  
27 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate in  
28 the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision

1 of health care services, CONTRACTOR will ensure that said employee or subcontractor does no work,  
2 either direct or indirect, relating to services provided to COUNTY.

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

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

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

17 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty  
18 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR'S violation of  
19 CONTRACTOR'S obligations as described in this Section.

20 **28. PUBLICITY PROHIBITION**

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

1           **29.     COMPLAINTS**

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

10           Within ten (10) days after each incident or complaint affecting COUNTY-sponsored  
11 clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint,  
12 investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective  
13 action taken to resolve the complaint. In addition, CONTRACTOR shall inform every client of their  
14 rights as set forth in Exhibit H. CONTRACTOR shall file an incident report for all incidents involving  
15 clients, following the protocol and using the worksheet identified in Exhibit F and incorporated herein  
16 by reference and made part of this Agreement.

17           **30.     DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**  
18           **INFORMATION**

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

22           In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),  
23 the following information must be disclosed by CONTRACTOR by completing Exhibit J, "Disclosure  
24 of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein  
25 and made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH  
26 within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall  
27 report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit  
28 J, "Disclosure of Ownership and Control Interest Statement." Submissions shall be scanned pdf copies

and are to be sent via email to [DBHAdministration@co.fresno.ca.us](mailto:DBHAdministration@co.fresno.ca.us) attention: Contracts Administration.

**31. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

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

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

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

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

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

CONTRACTOR must sign a “Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions” in the form set forth in Exhibit K, attached hereto and by this reference incorporated herein and made part of this Agreement.

Additionally, CONTRACTOR must immediately advise the COUNTY’s DBH in writing if, during the term of this Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or ineligible for



1 participation in federal or state funded programs or from receiving federal funds as listed in the excluded  
2 parties' list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to  
3 CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any  
4 loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in  
5 the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

### 6 **32. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

### 18 **33. AUDITS AND INSPECTIONS**

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

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

### 27 **34. NOTICES**

28 The persons having authority to give and receive notices under this Agreement and their

addresses include the following:

**COUNTY**

Director, Fresno County  
Department of Behavioral Health  
3133 N. Millbrook Ave  
Fresno, CA 93702

**CONTRACTOR**

Chief Executive Officer  
Turning Point of Central California  
2625 East Divisadero Street  
Fresno, CA 93721

Any and all notices between COUNTY and 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.

**35. GOVERNING LAW**

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

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

**36. ENTIRE AGREEMENT**

This Agreement, including all Exhibits, COUNTY's Revised RFP No. 17-064 and CONTRACTOR's Response to RFP No. 17-064 constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

3  
4 **CONTRACTOR:**

5 **TURNING POINT OF**  
6 **CENTRAL CALIFORNIA**

**COUNTY OF FRESNO**

7 By: Raymond R. Banks

By: [Signature]

Chairman, Board of Supervisors

8 Print Name: RAYMOND BANKS

9 Title: CHIEF EXECUTIVE OFFICER Date: 6/1/17  
10 Chief Executive Officer, or  
11 President, or any Vice President

12  
13 BERNICE E. SEIDEL, Clerk  
14 Board of Supervisors

15 By: Bernice Seidel

16 Print Name: Bruce Tylor

By: Susan Bishop, Deputy

17 Title: CFO  
18 Secretary (of Corporation), or  
19 any Assistant Secretary, or  
20 Chief Financial Officer, or  
any Assistant Treasurer

Date: 6-20-17

21 **PLEASE SEE ADDITIONAL**  
22 **SIGNATURE PAGE ATTACHED**

23 Mailing Address:  
24 P. O. Box 7447  
25 Visalia, CA 93290-7447  
26 Phone No.: (559) 732-8086 Ext. 140  
27 Contact: Chief Executive Officer  
28

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

3 By: Jamille E. Kelley  
4  
5

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

9  
10 By: Oscar J. Garcia  
11

12  
13 REVIEWED AND RECOMMENDED FOR  
14 APPROVAL:

15 By: Dawan Utecht  
16 Dawan Utecht, Director  
17 Department of Behavioral Health

18 Fund/Subclass: 0001/10000  
19 Organization: 56304525  
20 Account/Program: 7295/0

<u>Fiscal Year (FY)</u>	<u>Program Cost</u>
FY 2017-18	\$1,555,903
FY 2018-19	\$1,555,903
FY 2019-20	\$1,555,903
FY 2020-21	\$1,555,903
FY 2021-22	\$1,555,903

24 [jm]  
25  
26  
27  
28

## AB 109 SCOPE OF WORK

### Full Service Partnership Services

ORGANIZATION: Turning Point of Central California

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

SERVICE ADDRESS: 3636 N. First Street, Suites 162 and 164, Fresno, CA 93726

SERVICES: Full service partnership (FSP) services as required by AB109 Public Safety Realignment and the Post-release Community Supervision Act of 2011.

PROJECT DIRECTOR: Sharon Ross  
Phone Number: (559) 221-5191

CONTRACT PERIOD: July 1, 2017 through June 30, 2020, with an option for two (2) twelve (12) month renewal terms

CONTRACT AMOUNT:

<u>Term</u>	<u>Budget</u>
<b>FY17-18</b>	\$1,555,903
<b>FY18-19</b>	\$1,555,903
<b>FY19-20</b>	\$1,555,903
<b>FY20-21</b>	\$1,555,903
<b>FY21-22</b>	\$1,555,903

**AB109 Full Service Partnership****FULL SERVICE PARTNERSHIP PROGRAM DESCRIPTION**

The AB 109 Full Service Partnership (FSP) program shall provide innovative and evidence-based mental health services specifically tailored to meet the unique needs of the seriously mentally ill (SMI) population identified among the AB109 post-release adult male and female offenders. This project shall include the use of innovative approaches resulting in increased access to services for the underserved criminal justice clients thereby encouraging and assisting this population in transition towards growth, stability, wellness, and recovery. Services shall be delivered with a focus of “meeting the clients where they are” utilizing a “whatever it takes” approach. Services shall be culturally and linguistically competent, values-driven, evidence-based and co-occurring capable. An important element of this project will be close and constant communication and collaboration between CONTRACTOR, the criminal justice system, Fresno County Probation Department, and Fresno County Department of Behavioral Health, Mental Health Services Act.

**SCHEDULE OF SERVICES:**

CONTRACTOR staff shall be available to provide services to clients twenty-four (24) hours per day, seven (7) days per week.

**TARGET POPULATION:**

The target population is comprised of AB109 post-release adult male and female offenders, age 18 and older and their families, who have a serious mental illness (SMI) such as schizophrenia major depression with psychotic features or bi-polar disorders. This program will serve a minimum of 105 AB109 transfer consumers referred by the Probation Department at any given point in time.

**PROJECT DESCRIPTION:**

The County’s FSP Program is a “whatever-it-takes” program working toward ending homelessness, frequent hospitalizations, and/or incarcerations for adults with Serious Mental Illness (SMI). This program will provide comprehensive mental health, housing, and community supports to 105 adults and older adults with an SMI with the goal of supporting the client in recovery and self-sufficiency. Services shall be provided utilizing the Assertive Community Treatment (ACT) model and be strength-based, client-directed, co-occurring capable, and employ psychosocial rehabilitation and recovery model principles.

The FSP program shall be a partnership between the CONTRACTOR and the Department of Behavioral Health (DBH), with the CONTRACTOR providing multi-level services directed toward the individual needs of the enrollees. Services and supports provided by the CONTRACTOR shall include, but shall not be limited to: assessments, therapy, medication support, personal service coordination, crisis management, rehabilitation services, employment and education, advocacy and linkage to community resources. Additional support includes any direct assistance necessary to ensure that clients obtain the basic necessities of daily life, such as food, clothing, transportation, housing, personal hygiene, medical services, and other financial support. It is expected that each client approved to enter the program will be offered the full array of services and supports, including three (3) face-to-face contacts per week, or as clinically appropriate. County staff shall oversee program outcomes, reporting, client referrals and contract monitoring. All client referrals will be approved by the Fresno County Mental Health Director or designee.

Staff to client ratio shall not fall below 1:10 or exceed 1:15. CONTRACTOR shall provide 12.75 Full Time Equivalent (FTE) staff, further described in Exhibit B, "Budget Summary", dedicated to the FSP program. CONTRACTOR staffing shall include a contract with the equivalent of .25 FTE Psychiatrist to meet with clients on a monthly basis (at minimum) or as needed.

**PROGRAM OBJECTIVES AND DELIVERABLES - FSP:**

The following items listed below represent FSP program goals to be achieved by CONTRACTOR. The programs success will be based on the number of goals it can achieve, resulting from performance outcomes. The CONTRACTOR will utilize a computerized tracking system with which outcome measures and other relevant client data, such as demographics, will be maintained.

1. Reduce frequency of hospitalizations for each client. CONTRACTOR will provide, through client self-reporting, most recent 12 month history for each client which will be used as baseline data. Each client will show a 70% reduction in hospitalization after one year of receiving services or upon discharge. Reports and data will be submitted on a monthly basis.
2. Reduce frequency of homelessness for each client. CONTRACTOR will provide most recent 12 month history for each client which will be used as baseline data. Each client will show an 80% reduction in days spent homeless after one year of receiving services or upon discharge. Each client will obtain and maintain stable housing after one year of receiving services or upon discharge. Reports and data will be submitted on a monthly basis.
3. Reduce frequency of incarceration for each client. CONTRACTOR will provide, through client self-reporting, most recent 12 month history for each client which will be used as baseline data. Each client will show an 80% reduction in days spent incarcerated after one year of receiving services. Each additional year will show an additional 5% reduction. Reports and data will be submitted on a monthly basis.
4. CONTRACTOR will provide each client with the appropriate level of housing support, reflective of client's needs. Each client in need of housing will receive assistance in housing placement and support – including emergency housing – contingent upon level of need and independent functioning. Each client will have stable housing upon discharge. Reports and data will be submitted on a monthly basis.
5. CONTRACTOR will provide services to the satisfaction of clients and will address any reported complaints. Satisfaction surveys will be made available and reviewed regularly; a bi-annual Performance Outcome Improvement survey will be provided to clients; and complaint forms and grievance forms will be made easily available to clients. Reports and data will be submitted on a monthly or annual basis, respectively.
6. CONTRACTOR will provide a level of service and support that reflect each client's needs. Each client will increase their level of functioning and, within one year of treatment (or as clinically appropriate), will transition to a lower level of service within the program. Reports and data will be submitted on a monthly basis.
7. CONTRACTOR will provide services helping each client to achieve a level of recovery, stability, and independence that will allow transition to the least restrictive level of care possible. Written reports will be submitted on a quarterly basis.
8. CONTRACTOR shall work with clients to assist them in setting their goals and generating a Plan of Care which includes personalized wellness goals for each client. These goals will be evaluated, monitored, and adjusted regularly. Written reports will be submitted on a quarterly basis.

9. CONTRACTOR shall establish and maintain collaborative relationships with agencies and individuals who have frequent contact with hospitalized, homeless, or incarcerated adults. Examples of collaborative relationships include local law enforcement agencies, Veterans Administration, Marjorie Mason Center, Fresno County Human Services Departments, churches, acute psychiatric facilities, schools, community centers, etc. Letters of introduction, including description of services and how to contact the FSP program shall be distributed to potential partners.
10. CONTRACTOR will complete quarterly reports, as mandated by the State for FSPs. Reports shall be made directly into the FSP Data Collection and Reporting (DCR) system.
11. Direct Services productivity rate is expected to be at a minimum of seventy-five percent (75%) and reported in writing at regularly scheduled meetings with the Department.
12. CONTRACTOR will identify services provided to each client on a monthly basis, as needed by the Department, including recreational and social activities and linkages provided to clients such as the County's Job Option Program. This information will be provided to the designated Division Manager in a monthly report.

**CONTRACTOR'S RESPONSIBILITIES:**

CONTRACTOR shall operate the FSP program by utilizing the Assertive Community Treatment (ACT) model of care to provide services to adult clients with SMI who are frequent users of hospital/crisis services and therefore, are at risk of hospitalization, incarceration, and homelessness. CONTRACTOR shall:

- A. Coordinate with law enforcement and courts services, as needed.
- B. Be available to provide the following services, including but not limited to:
  - Personal service coordination and supportive counseling;
  - Ongoing assessment of the client's mental illness symptoms and response to treatment;
  - Education of the client regarding his/her mental illness and the effects (including side effects) of prescribed medications;
  - Symptom management efforts directed to helping the client identify the symptoms and their occurrence patterns, and development of methods (internal, behavioral, adaptive) to lessen their effects;
  - Provision, both on planned and on an "as needed" basis, of such psychological support as is necessary to help clients accomplish their personal goals and cope with the stresses of day-to-day living.
- C. Be available to provide crisis assessment and intervention twenty-four (24) hours per day, seven (7) days per week throughout the year, including telephone and face-to-face contact as needed. The following crisis response measures shall also be followed:
  - Response to crisis shall be rapid and flexible;



- When crisis housing is necessary for short-term care and inpatient treatment (either voluntary or involuntary), the staff shall collaborate with the treatment staff in such facilities. Support shall be provided to the maximum extent possible, including accompanying the client to the facility, remaining with the client during assessment, and beginning the process of planning with the client for discharge to the community as soon as possible;
- D. Provide services in the areas of medication prescription, administration, monitoring, and documentation.
- The Psychiatrist shall assess each client's mental illness symptoms and behavior and prescribe appropriate medication, regularly review and document symptoms as well as the client's response to the prescribed medications, educate the client and family members, and monitor, treat and document any medication side effects.
  - The nurse shall establish medication policies and procedures which identify processes to administer medications, train other team members, and assess regularly other team members' competency in this area.
  - All FSP team staff shall assess and document client's mental illness symptoms and behavior in response to medication and shall monitor for medication side-effects during the provision of observed self-administration and during ongoing face-to-face contacts.
  - Regarding residents of Residential Care Facilities, the team shall collaborate with staff at these facilities to ensure clients at these locations are taking prescribed medications and the staff is monitoring their response to the medication(s). Furthermore the staff shall review the facility records (after receiving written consent from the client) and shall regularly collaborate with facility staff about treatment plans, goals, objectives and interventions.
- E. Provide whatever direct assistance is necessary and reasonable to ensure that the client obtains the basic necessities of daily life, such as food, housing, clothing, medical services, and other financial support.
- F. Ensure that each FSP Team member shall have, in their possession, during regular working hours (and appropriate on-call hours) an adequate amount of financial resources to make emergency purchases of food, shelter, clothing, prescriptions, transportation, or other items for consumers, as needed. The team shall have access to larger flexible funding accounts for assistance with housing deposits, furniture purchases, and other items, with sound accounting practices for recording and monitoring the use of these funds.
- G. Assist the client with establishing a payee or payee service. The FSP team may utilize client assistance funds to assist clients with short-term loans or grants, as necessary. The team shall link clients to appropriate social services, provide transportation as necessary, and link the client to appropriate legal advocacy representation.
- H. Provide training, instruction, support and assistance to the client in developing personal skills, including but not limited to, the ability to:
- Carry out personal hygiene tasks;
  - Perform household chores, including housekeeping, cooking, laundry and shopping;

- Develop or improve money management skills;
  - Use community transportation; and
  - Locate, finance and maintain safe, clean and affordable housing.
- I. Develop and support the client's participation in recreation, social activities, and relationships. Priority shall be given to supporting clients in establishing positive social relationships in normative community settings. Staff shall assist clients in establishing positive social relationships and participating in social/recreational activities in the community. Such services shall include, but not be limited to, assisting clients in:
- Developing social skills and the skills and other skills needed to develop meaningful personal relationships;
  - Planning appropriate and productive use of leisure time including familiarizing clients with available social and recreational opportunities;
  - Interacting with landlords, neighbors and others effectively and appropriately;
  - Developing assertiveness and self-esteem; and
  - Using existing self-help centers, groups, spiritual, and recreational groups to combat isolation and withdrawal experienced by many persons coping with severe mental illness.
- J. Provide alcohol, tobacco and drug abuse services for co-occurring clients, as clinically appropriate and in accordance with harm reduction principles. This will include, but is not limited to individual and group interventions to assist clients in:
- Identifying alcohol, tobacco, and drug abuse effects and patterns;
  - Recognizing interactive effects of alcohol, tobacco, and drug use, psychiatric symptoms and psychotropic medications;
  - Developing coping skills and alternatives to minimize alcohol, tobacco and drug use;
  - Achieving periods of abstinence and/or decreased risk behaviors and increased stability;
  - Attending appropriate recovery or self-help meetings; and
  - Achieving an alcohol and drug free lifestyle, as desired.
- K. Act to minimize the client's involvement in the criminal justice system, with services to include, but not be limited to;
- Helping the client identify precipitants to client's criminal involvement;
  - Providing necessary treatment, support and education to help eliminate unlawful activities or criminal involvement that may be a consequence of the client's mental illness; and
  - Collaborating with police, court personnel, and jail/prison officials to ensure appropriate collaboration and clinical support through the legal processes.

- L. Assist the client, family and other members of the client's social network to relate in a positive and supportive manner through such means as:
- Education about the client's severe mental illness and their role in the therapeutic process and treatment services and supports;
  - Supportive counseling;
  - Intervention to resolve conflict;
  - Referral, as appropriate, of the family to therapy, self-help and other family support services; and
- M. Coordinate with other community mental health and non-mental health providers, as well as other medical professionals. Staff shall provide the following functions for all clients served:
- Development of formal and informal affiliations with other human service providers including, mental health, physical health care, addiction treatment providers, and inpatient units;
  - Involvement of other pertinent agencies, the client's family, and members of the client's social network in the coordination of the assessment, and in the development, implementation and revision of service plans;
  - Advocacy and assistance to clients to obtain needed benefits and services, such as supplemental security income, general relief, housing subsidies, food stamps, medical assistance, and legal services;
  - Coordination of meetings of the client's service providers in the community;
  - Maintenance of ongoing communication with all other agencies serving the client, including hospitals, primary care physicians, rehabilitation services and housing providers as required;
  - Maintenance of working relationships with other community services, such as education, law enforcement and social services;
  - Maintenance of the clinical treatment relationship with the client on a continuing basis whether the client is in the hospital, in the community, involved with other agencies or the criminal justice system; and
  - Methods for service coordination and communication between the team and other service providers serving the same clients shall be developed and implemented consistent with Fresno County confidentiality rules.
- N. Monitor service outcomes to determine if the client has meaningful use of their time, stays in school or maintains employment, has reduced numbers of hospitalizations, incarcerations, and periods of homelessness. The DBH will use State identified criteria for measuring these outcomes. The treatment team will be monitored to ensure appropriate service delivery and adherence to MHSA philosophies.
- O. Provide comprehensive services, including intensive mental health treatment, rehabilitation, and case management with the goal of increasing adaptive functioning in the community and

preventing unnecessary re-admissions to Institutes of Mental Disease (IMD), acute inpatient facilities, or other higher levels of care.

- P. Meet with DBH on a monthly basis, or more often as agreed upon, for contract and performance monitoring.

### **Employment and Education**

FSP program will assist the client in accessing and participating in the employment and education programs offered in the community, as appropriate.

In order to facilitate client participation in community education and employment programs FSP shall include, but is not limited to:

- Collaboration with and education of community providers as it relates to client's mental illness, abilities, levels of functioning, educational and employment interest, and potential effects of the client's mental health symptoms on participation, in education and work;
- Encouragement and individual rehabilitation related to the integration, practicing, follow through and problem solving as it relates to continued education and employment
- Individual supportive counseling and education to assist the client, his/her family, and support system in identifying, managing, and coping with the symptoms of mental illness that may interfere with his/her work or education experience;
- On-the-job or work-related crisis intervention;
- Crisis intervention in the educational setting;
- Work/education-related supportive services, such as assistance with grooming and personal hygiene, securing appropriate clothing, wake-up calls, and transportation; and
- The team staff shall also link with the supportive services offered through "The Center" for additional and ongoing support related to education and employment.

### **Housing**

The FSP team will empower clients to take an active role in the recovery process. The FSP team will provide housing options and maintain clients in maintaining a stable residence by providing needed services, accessing resources, and encouraging clients to be independent, productive and responsible.

1. The team shall provide whatever direct assistance is necessary to ensure that the client obtains the basic necessities of daily life, including but not limited to:
  - Safe, clean, affordable housing;
  - Food and clothing;
  - Medical and dental services; and
  - Securing appropriate financial support, which may include Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), General Relief (GR), and money management or payee services.

2. The CONTRACTOR shall ensure that team members have rapid access to flexible spending funds *for* items such as security deposits, furniture, and/or other items required for independent living.
3. The CONTRACTOR will provide housing services, as needed, to ensure that clients *maintain* their housing. The vendor shall provide:
  - Training and assistance to client in locating, securing and inhabiting housing which is appropriate to their level of functioning;
  - Training and instruction, including individual support, problem solving, skill development, modeling and supervision, in the home and in community settings, to teach the client to manage finances and maintain safe, clean, affordable housing;
  - Supportive and independent housing for the client with the goal to have every client in secure housing that is appropriate for his/her level of ability and need that is sustainable, as soon as reasonable possible;
4. The CONTRACTOR will establish a program to provide rent subsidies for independent housing needed while developing a plan for sustainable housing based on client need and ability.

#### **SERVICES PROVIDED:**

- **GENERAL PROGRAM SERVICES** - All of the following services are provided by different team members dependent on the appropriate staff scope of knowledge, work, and expertise. Services are generally provided through direct face-to-face contact. Some crisis support or case management can be provided by telephone as needed. All services are provided in a culturally and linguistically appropriate manner. We have some bi-lingual staff and utilize interpreting services whenever necessary. Services are provided to the client and to the client's family/support person, based on client preferences for family/support person involvement. Services are provided directly by FSC staff unless otherwise stated.

- **REFERRAL PROCESS** - The FSC FSP program has created an easy access point to treatment by co-locating an FSC intake specialist at Probation. The co-location of staff makes the consultation, referral, and intake process quick, easy, and effective for the Probation Officers and clients. At the request of the Probation Officer, an individual can be scheduled for a screening appointment or walk-in appointment. Having an FSC staff member stationed at Probation has also assisted in the development of a positive relationship and collaboration with Probation, allowing for open communication, consultation, and planning. The FSC program has also been successful with coordinating direct referrals from CDCR state penitentiaries, state psychiatric hospitals, Fresno County Jail, Exodus, and DBH. Coordinated efforts between these agencies, Probation, and FSC staff have ensured quality access to treatment services and supports. Once a brief screening assessment is completed, the individual will be placed in the appropriate level of care within FSC services (outpatient SUD services, outpatient Mental Health services, Co-occurring services, or FSP services within our FSC-FSP program).

- **ENGAGEMENT SERVICES** - Our job is to work to engage all clients through activities such as allowing the client the opportunity to visit the program, meet with various members of the team, learn about the services, understand the program benefits, and to move at their own

pace. Turning Point follows the "whatever it takes" model in helping clients discover the value of engaging in services. This may often require multiple contacts with a client at a variety of community settings to create a level of trust. The goal of engagement is to assist the client in exploring the benefits of participating in the program.

- **INTAKE SERVICES** - The intake process involves welcoming the client and orienting them to the program location, services and program rules. At intake, the client is offered family/support person services and involvement as they deem appropriate and releases of information are obtained. Rights such as the right to be respected, to privacy, to choose a provider, to have services delivered in the client's preferred language, and to have a choice in the type of services delivered are discussed with the client as integral to program services. A Partner Assessment of Functioning (PAF) is completed to assist in creating a baseline for outcomes and is entered into the California State Data Tracking System (ITWS/DCR). Appointment times for both a Mental Health Assessment and Psychiatric appointments are also determined during intake to occur within 7 days of the client's admission (emergency psychiatric appointment can be made sooner if needed). A primary PSC is assigned to the client to coordinate services (as described in more detail below under Case Management) and a primary clinician is assigned to deliver therapy services.
- **MENTAL HEALTH ASSESSMENT** - The Mental Health Assessment is provided by the Mental Health Professional who is a registered clinician in current good standing with the California BBS and is credentialed by Fresno County to provide such services. The Mental Health assessment gathers mental health information, develops client goals, and identifies the client's strengths in order to help the client reach their desired goals. The assessment will identify the presenting problem and the symptoms the client is experiencing, with attention to duration, frequency, and effect on daily living activities. A history regarding present illness, past medical and psychological history, personal and family histories/structure, developmental history, employment, social development/functioning, education, financial, housing, and substance use history. During the assessment, the clinician will also complete the initial Reaching and Recovery inventory tool called the Recovery Needs Level (RNL) assessment to develop a baseline of recovery that is measured across time during the course of treatment.
- **PLAN OF CARE** -After the initial mental health assessment, a plan of care is developed in collaboration with the client and the Mental Health Professional. The plan of care assesses the client's needs, strengths, and preferences in order to formulate a plan of care. The plan of care: 1) Identifies individual issues and presenting problems, 2) sets specific measurable and quantifiable goals for each issue/problem, 3) develops specific approaches and interventions necessary for the client to meet their goals, 4) improves capacity to function as independently as possible within the community, and 5) achieves the maximum level of recovery possible. The following key areas shall be addressed in the plan of care: psychiatric illness, symptom reduction, activities of daily living, social relationships, and substance use.
- **INDIVIDUAL SERVICE AND SUPPORT PLAN (ISSP)** - Over the course of several weeks an ISSP is created through collaboration with the client and PSC. This is a strengths-based tool that assists in development of short term and long term goals of clients. The ISSP is revisited throughout the client's enrollment in the program. Examples of some the services provided and incorporated into the ISSP are: crisis intervention plan, WRAP plan, culturally preferred treatment and linkage to treatment centers, strengths assessment, employment and education supports, housing supports, independent living supports, psycho-education groups and individual counseling. The service plan assists clients in setting goals, identifying barriers to success, design the specific objectives {with time frames}, develop the

interventions, and use feedback mechanisms to gauge success. Goals aim to improve quality of life and are ideally recorded in the clients' own words.

- **PSYCHOTHERAPY SERVICES** - Psychotherapy allows clients to engage with a warm and welcoming Mental Health Professional trained in a variety of evidenced-based practices in an effort to improve their quality of life. The therapist works to create a calming, nonjudgmental, confidential atmosphere to facilitate a therapeutic alliance. The therapist works with clients regarding current struggles, exploring barriers, and validating the client's experience. Psychotherapy services recognize the importance of providing genuineness (openness and self-disclosure), acceptance (being seen with unconditional positive regard), and empathy (being listened to and understood). Working in this framework provides the opportunity for clients to work towards understanding of self, behavioral changes, symptom reduction, and improving healthy relationships. The therapeutic environment can support the client in working towards a reduction in problematic behavioral health symptoms and an increase in positive life changes. Therapists use evidenced-based practices such as Cognitive Behavioral Therapy (CBT), Motivational Interviewing (MI), Psychoeducational Family Therapy-Systems Approach (Family Systems Therapy), the Wellness and Recovery Action Plan (WRAP), among others. The therapist partners with the client to identify therapeutic goals as well as client's strengths, improve the client's self-awareness, teach techniques to change problematic ways of thinking or feeling, develop healthy relationships, motivate the client to change, establish ways to maintain gains once they are made, and plan for future obstacles.

- **PSYCHIATRIC ASSESSMENT/EVALUATION** - Psychiatric Assessment/Evaluation performed by the subcontracted licensed Psychiatrist determines the need for medication services to assist in the reduction of symptoms of behavioral health. Major activities include: medication evaluation (identifying accurate diagnosis and specifying target symptoms and initial severity), medication prescription (prescribing the type and dose of medication(s) designed to alleviate the symptoms identified above), medication monitoring (monitoring changes in symptoms, occurrence and tolerability to side-effects, as well as reviewing data used in making medication decisions), and individual client education (increasing client knowledge and understanding of the symptoms being treated, medications being prescribed, the expected benefits, impact on symptoms, identification of side-effects, and how to effectively manage side-effects).

- **MEDICATION MANAGEMENT/PSYCHIATRIST**- Medication prescription administration and monitoring is accomplished by the program psychiatrist through symptoms assessment, diagnosis, education regarding the disorder, education regarding medication benefits and risks, obtaining informed consent, documenting ongoing symptoms, and documenting medication response. All treatment team members document symptoms and behaviors in response to medication and inform the psychiatrist of such changes. Program policy and procedure address physician orders, order of medication, organization of medication per schedule and dosage, and provide security for medication.

- **PSYCHIATRIC CONSULTATIONS** -As one of the leads in the treatment team, Psychiatric consultations are ongoing with the client's treatment team members, including client's therapist, assigned PSC, and program LVN. There is regularly scheduled time weekly to case staff clients and emergency consultation is available as needed. The Psychiatrist is available to consult with client's family/support person (based on client's preference and release of information) when requested.

- **INJECTABLE MEDICATION SERVICES** - If the client and Psychiatrist have determined that injectable medications would be an acceptable medication regimen, the client is

assisted in this by the LVN. The LVN dispenses injectable medications as ordered by the Psychiatrist for the client and monitors the ongoing use, effectiveness, and any side-effects. Both the psychiatrist and nurse train all staff to identify and monitor the symptoms of behavioral health, the positive effects of medications, and unintended side-effects. All program staff monitor program clients to track medication adherence and effectiveness.

- **MEDICATION EDUCATION** - Medication Education is provided by the psychiatrist and LVN. The client is given information in both written and verbal delivery methods to allow well-informed choices. Client ownership of choices often promotes improved medication adherence thereby enhancing the effectiveness of prescribed medications. Participants receive comprehensible information on the effects and side-effects of prescribed medications on their daily lives as well as information regarding interactions with co-occurring disorders. Attention to respect of the client's cultural and personal preferences is given in this area.

- **MONITORING MEDICATION DELIVERY AND LABS** - The program LVN monitors the delivery of medication services to the clients. The psychiatrist frequently orders labs to monitor for a variety of items such as kidney and liver function, cholesterol levels, and sugar levels, as some medications can affect these ranges. The use of labs in monitoring medications helps to ensure therapeutic levels of medications are maintained in order to avoid toxicity and monitor compliance.

- **INTEGRATION WITH PRIMARY CARE PHYSICIAN** - At Turning Point the importance of being mindful of treating the whole person in both behavioral and physical health is imperative in the services we provide. Linkage to and integration with a PCP is provided by FSC within 30 days of program enrollment, regardless of insurance or ability to pay. The client may be transported and supported at these PCP appointments by FSC staff. Follow up support is provided as needed. The program goal is to have 100% of clients linked to PCP services. Staff also support the client with dental or vision linkage as needed.

- **NURSING SUPPORT LVN/LPT** - In house nursing staff is available for support and education at our client's convenience through scheduled and walk in appointments taken at the office as well as in the field as needed. The program LVN provides client focused treatment tailored to our client's specific level of care and is able to consult with all treatment team members as needed to ensure highest client care. The LVN can assist with understanding the role of psychotropic medications, dispensing/tracking prescribed medications, evaluating medication effectiveness, providing psychiatric and physical health education, monitoring medication side effects, and providing community health resources to support wellness.

- **CASE MANAGEMENT** -The primary assigned PSC is the main person to coordinate, monitor, offer, advocate, and educate the client and client services. The PSC is able to provide crisis support, and assist the client's family as needed. Case Management services may be provided to the client individually, in group settings, and over the phone. The client receives services which assist them in gaining access to Medi-Cal eligibility, medical care, social, housing, and educational resources. The PSC assists clients in the office setting and the community to accomplish daily living tasks to enable the client to continue to live in the community while increasing independence. The PSC communicates with the client's assigned probation officer frequently to remain informed of participation status, updates, and concerns. Transportation and assistance in accessing other resources (i.e., applications, food banks, medical care, parenting classes, housing options, etc.) is facilitated by the PSC. The assigned PSC maintains the ISSP, progress notes, probation reports, and followup reports to ensure each remain accurate and up to date.



- **WELLNESS AND RECOVERY SERVICES** - Clients receive training and support across multiple domains, as wellness and recovery is global in nature, with the goal of allowing the client to improve and practice wellness tools. Staff provide instruction, modeling, and one-on-one support in the course of natural setting/daily events to manage day-to-day life and promote increased self-efficacy. This "hands on" approach is augmented by supportive peers, scheduled life skills classes, and group activities. A teaching/coaching approach is used that empowers the client to gain mastery and take responsibility as wellness and recovery strives for the client to guide their own recovery journey.
- **TRANSPORTATION SERVICES** - Transportation is often a significant barrier to accessing treatment services, completing daily activities, and gaining independence. We utilize a variety of transportation resources including program vehicles, staff vehicles, public transportation, bus tokens, bus passes, taxi services, and Medi-Cal/Medicare sponsored transportation services to support clients in maintaining stable transportation. Clients are taught how to access public transportation routes, riding, and transfers side-by-side with their PSC as needed. Clients are assisted with applying for Special Rider passes and Handi-Ride passes for clients that have qualifying disabilities.
- **SECURING LEGAL DOCUMENTS** - Many clients come into the program without the basic legal documents that they need to move forward in their recovery. Our program assists the client in acquiring these documents which may include: applying for California Identification Card, obtaining copies of Birth Certificates, applying for or obtaining a Social Security Card, and assistance with application for immigration/naturalization documents.
- **ENTITLEMENTS/BENEFITS** -A client's level of stability is often related to the ability to provide for their own physical needs. FSC has developed positive relationships with many of the entitlement providers and has a track record of successfully obtaining benefits for clients. Clients are assisted in applying for all appropriate entitlements which may include: General Relief, CalFresh, Medi-Cal, SSI/SSDI benefits, Section 8, and CalWORKs. Staff supports clients throughout this process, including assisting clients in filing benefits application and assisting clients in filing appeals as necessary. Clients are educated regarding entitlements that they may apply for and will be assisted in applying for all appropriate entitlements.
- **ADVOCACY SERVICES** - Clients often benefit from advocacy services of PSCs. Without this type of help, these apparently routine activities often pose insurmountable hurdles for the client hindering their wellness. Areas which PSCs may assist the client through advocacy may include: eligible benefits, development of support person involvement, education or employment settings, payee services, court settings, obtaining an apartment, as well other areas to support clients with their daily function and goals.
- **CRIMINAL JUSTICE SERVICES** - The PSCs work directly with the client to assist the client in resolving all criminal justice involvement and successfully completing their probation term. Turning Point's FSC FSP will continue to work collaboratively with Probation, Law Enforcement, and the Courts to assist clients to follow the law, comply with all of their legal requirements, and promote the best interests and recovery of the client. FSC has experience in working with the Behavioral Health Court, Jail Psychiatric Services, Police Department, and Sheriff's Office, as well as Probation. Staff will work to minimize the client's involvement in the Criminal Justice System by helping the client identify precipitants to criminal involvement, providing necessary treatment to help eliminate unlawful activities, and collaborating with Probation Officers. A cognitive behavioral approach is used in helping clients examine how thoughts lead to behavior. This can include examination of social involvements, financial management practices, substance use, selfdefeating behaviors, and avoidance of detrimental people/places/things. Staff assists clients in developing a plan of

crime prevention for their own lifestyle/behaviors. Specific program staff possess and maintain a jail pass that enables them to have the ability to contact and support clients while incarcerated inside the jail.

- **HOUSING SERVICES** - Housing services provide stability, reduce hospital/jail visits, and allow for recovery and the building of resiliency. Housing options range based on client's level of need with the goal of supporting the client to achieve the highest level of independence. FSC program funding is used to subsidize a variety of housing needs including rental payments, deposits, utilities, and the purchase of household goods. FSC staff may accompany clients to meet with landlords or housing managers to support or advocate as needed. FSC staff educate clients about expectations of tenancy, lease/rental agreement requirements, and remaining courteous of other tenants. FSC staff regularly visit the housing environment to ensure housing is appropriate to client needs. Staff work to help clients eliminate any problems before eviction or other negative consequences arise. The FSC team assists clients with obtaining economic and rent assistance. Clients are assisted with determining eligibility and completing application processes for HUD housing, Section 8, Shelter Plus Care, MHSA housing, MAP Point, and other housing subsidies.

- **EDUCATION** - Education plays a critical role in enhancing recovery and community integration. FSC works directly with the SEES (Supported Employment Educational Services), Economic Opportunities Commission, and Workforce Connections for both educational and employment services. Staff support clients to encourage career development and overcome barriers. The PSC can support the client in entrance application process, financial assistance application process, field trips to school settings, coping skills to assist client in engaging in educational setting, and assistance with supplies as needed (clothing, back packs, and school supplies). They also provide support through teaching study habits and reinforcing achievement. Community colleges offer students with psychological disabilities a variety of supports through a number of programs such as Disability Students Programs and Services (DSP&S) and Extended Opportunities Programs and Services (EOPS). Through DSP&S students may ask for support services and/or special class instruction through development of a student educational contract which specifies the service. Full time students may be eligible for Board of Governor's Grant fee waiver through EOPS. Students eligible for EOPS develop an education plan and mutual responsibilities contract. Self Sufficiency Programs at the Social Security Administration and the Ticket to Work program through local certified employment networks (EN) are accessed when beneficial.

- **EMPLOYMENT** - Clients are assessed for their ability and desire to seek and maintain employment. The PSC provides assistance with the client's individual needs for job development, job seeking skills, job retention skills, on-the-job coaching or crisis intervention when client is starting out. Clients are encouraged and guided to acquire and maintain appropriate job skills and social skills necessary to obtain and keep employment. The client is encouraged to pursue their hopes and dreams for an ideal career. This may involve educational and/or vocational training programs to learn job skills, a career certification, and practical experience. Program staff may counsel to assist clients to identify and cope with symptoms of behavioral health. Staff may provide support in areas such as grooming and hygiene, transportation, wakeup calls, obtaining work clothes/tools, resumes, understanding tax or insurance forms, and linkage to job fairs. Participants are also taught to use peers as a natural and extended support system for work situations and give each other honest feedback, praise, and helpful advice regarding work problems. These include community resources through the Department of Behavioral Health, Workforce Connection, and SEES program, which offers services specifically for the program's population. Department of Vocational Rehabilitation, and Social Security Administration's Ticket to Work programs, and

the Employment Development Department (EDD) will also be utilized. EDD provides the Intensive Services program, job search workshops, Jobs for All, Road to Self Sufficiency workshops, and the Employment Opportunity. Volunteer opportunities are also sought for client's wishing to gain work experience.

• **WELLNESS AND RECOVERY GROUPS** - Participation in Wellness and Recovery groups allows the clients to receive education and to socialize with peers. Groups create a dynamic where clients can engage with peers in seeing that they are not alone in their challenges with anxiety, depression, PTSD, or other behavioral health symptoms. Group provides a setting where peers can give and receive a wide range of perspectives on their situation, and can gain feedback to better deal with their problems. Groups allow for education regarding ability to identify mental health symptoms, management of symptoms, and self-directed coping methods. The groups help clients in a classroom type of setting to learn social skills, comradery, support for each other, and a safe environment for them to share their experience with one another. Group can also help clients to identify their ability to take control of their thoughts, behavior, and decision making as well as improving their awareness of symptoms, cues, and using these skills to better assist them cope with their behavioral health, support persons, peers, others, and daily stressors. Examples of topics included:

- WRAP Wellness and Recovery Plan
- Positive self-care • Identifying and using strengths
- Communication skills • Education on socialization skills
- Healthy self-esteem/positive thinking
- Conflict resolution skills building
- Coping with grief and loss
- The language/stigma of mental health
- Stages of change
- Setting behavioral health goals
- Craft and activities group
- Anger education and coping skills
- Money Management Group
- Creating healthy relationships
- Education and Employment Groups
- Coping with public stress/anxiety
- AOD Rehabilitation Groups

• **DUAL DIAGNOSIS SERVICES** - Delivery of services and approaches for clients with SMI and coexisting substance use disorders are a vital part of the recovery and wellness process. Treatment is made available continuously to all clients regardless of their "readiness" for abstinence or ability to participate. Supportive and cognitive-behavioral treatment is provided individually and in groups. The team uses directive methods to help clients lessen substance use, to change associated attitudes and behaviors, and to develop new ways of coping and living. The PSCs combine the use of harm reduction practices with motivational interventions to transition clients through stages of change. In the preparation and action phases the PSC assist the client in developing a plan to become and stay clean and sober. Once a client has attained a period of sobriety, the staff help a client develop and maintain a relapse prevention plan that will include identifying and preventing triggers of use, establishing and completing positive activities of daily living, creating a positive support network, and working towards other stated treatment goals. FSC links clients to outside treatment services as appropriate. Community programs and resources FSC links clients to include: detoxification, inpatient treatment, outpatient treatment, AA/NA groups, transitional housing, sober living facilities, WestCare, Spirit of Women, Light House, Fresno New

Connections, Comprehensive Addictions Program (CAP), King of Kings, Quest House, Lujan Homes, Decision Home, WestCare Sober Living, and CAP Sober Living. Housing options strive to provide a harm reduction approach to substance abuse.

- **PEER ACTIVITIES** - As part of a client's recovery, a variety of peer activities will be made available for the clients. Clients often struggle in social situations and having Peer-run activities is a way to have clients begin to interact in a social situation. These services will be delivered by the Peer Support Specialist. Clients will be encouraged to participate in existing peer support programs in the community and will sponsor peer support activities at its office site. Peer support services will be promoted in a manner that encourages client responsibility and participation in their own recovery and in a manner that helps new clients understand and combat stigmatization against behavioral health and to reduce their own self-imposed stigma. Staff will assist program clients to develop their own program-based formal and informal support groups as well as access existing community groups.
- **SOCIAL ACTIVITY SERVICES** - Turning Point provides assistance with a wide range of social activities. The treatment team helps clients to develop, restore, and maintain social and interpersonal relationships. For many people living with SMI, the associated symptoms significantly interfere with social development, and vital interactions with family members, employers, or landlords. Staff support clients' social development through individual supportive therapy, problem solving, role playing, and modeling. FSC seeks to create opportunities for social networking by providing support groups, hosting program sponsored social activities, linking clients to other community recreational programs (ex: Blue Sky, Heritage Day Center, etc.), cultural ceremonies, or, spiritual celebrations. Turning Point facilitates support groups that foster peer-to-peer networking. Monthly social activity outings in the community are offered to further promote social development. Many clients do not have the opportunity to participate in holiday gatherings because of poor or non-existent family or social relationships which can cause clients to feel lonely or isolated. FSC provides social gatherings to celebrate holidays and other socially recognized days such as Thanksgiving, Halloween, Valentine's Day, etc. that are inclusive to all clients and their families.
- **CRISIS INTERVENTION SERVICES** - The FSC treatment team is available to respond to crisis 24/7 by phone, including the ability to respond in the community when appropriate. The 24/7 crisis line can be utilized by clients in need of various supports, including: mental health symptom crisis, physical health crisis, unexpected immediate housing need, interpersonal conflicts requiring support, anxiety surrounding safety, or physical threats to safety. All Turning Point Staff receive Professional Assault Crisis Training (Pro-ACT) so that they might support clients with de-escalation while maintaining the respect and safety of the client, staff, and other program participants. When clients in crisis are found to be a "danger to themselves or others," FSC has staff that are trained by Fresno County to initiate and write an involuntary psychiatric hold when appropriate in compliance with applicable sections of the California Welfare and Institutions Code (5150). Staff remains in contact with clients during any inpatient holds to provide continued support and post-hospitalization planning. All treatment team staff is trained to support clients in identifying, reducing, and stabilizing crisis situations. Clients are encouraged to develop individualized WRAP plans and are taught to identify triggers (people, places, things, etc.) and utilize coping strategies (contact support person, take a walk, listen to music, etc.) in order to avoid crisis situations that will result in hospitalizations. Clients are provided support in identifying coping strategies that can be used in order, to reduce the symptoms experienced and to develop stabilization in order to avoid a higher level of care.

**COUNTY RESPONSIBILITIES:****COUNTY shall:**

1. Provide oversight (through the County Department of Behavioral Health (DBH) and the DBH Contracted Services Division Manager or designee of the CONTRACTOR's FSP program. In addition to contract monitoring of program, oversight includes, but not limited to, coordination with the State Department of Health Care Services, Mental Health Services Act in regard to program administration and outcomes.
2. Assist the 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 vendor staff and will be available to the contractor for ongoing consultation.
4. Receive and analyze statistical data outcome information from vendor throughout the term of contract on a monthly basis. DBH will notify the vendor 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 vendor efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to vendor(s):
  - A. Technical assistance to vendor regarding cultural competency requirements and sexual orientation training.
  - B. Mandatory cultural competency training including sexual orientation and sensitivity training for DBH and vendor personnel, at minimum once per year. COUNTY will provide mandatory training regarding the special needs of this diverse population and will be included in the cultural competence training(s). Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender (LGBT) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.
  - C. Technical assistance for vendor 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 the vendor.

**FULL SERVICE PARTNERSHIP SERVICES (AB 109)**  
**Turning Point of Central CA, Inc.**  
**FY 2017-18, 2018-19, 2019-2020, 2020-21, FY 2021-22**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 PSC B	7.00		\$267,361	\$267,361
0002 Peer Support - PSC	0.50		\$15,989	\$15,989
0003 MH Professional	1.00		\$70,816	\$70,816
0004 Program Director	1.00		\$87,747	\$87,747
0005 Nurse	0.75		\$37,758	\$37,758
0006 Billing Clerk	0.25		\$8,720	\$8,720
0007 Secretary	1.00		\$36,315	\$36,315
0008 PSC C	1.00		\$54,152	\$54,152
0009 Bookkeeper	0.25		\$17,217	\$17,217
0010 Title	0.00			\$0
0011 Title	0.00			\$0
0012 Title	0.00			\$0
<b>SALARY TOTAL</b>	<b>12.75</b>	<b>\$0</b>	<b>\$596,075</b>	<b>\$596,075</b>
<b>PAYROLL TAXES:</b>				
0030 OASDI/FICA/MEDICARE			\$51,675	\$51,675
0032 SUI			\$6,500	\$6,500
<b>PAYROLL TAX TOTAL</b>		<b>\$0</b>	<b>\$58,175</b>	<b>\$58,175</b>
<b>EMPLOYEE BENEFITS:</b>				
0040 Retirement			\$10,565	\$10,565
0041 Workers Compensation			\$4,946	\$4,946
0042 Health Insurance (medical, vision, life, dental)			\$88,200	\$88,200
0043 Accrued Paid Leave			\$55,576	\$55,576
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$0</b>	<b>\$159,287</b>	<b>\$159,287</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$813,537</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1010 Rent/Lease Building				\$47,000
1011 Rent/Lease Equipment				\$1,500
1012 Utilities				\$12,500
1013 Building Maintenance				\$9,500
1014 Equipment purchase				\$0
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$70,500</b>

## OPERATING EXPENSES:

1060	Telephone	\$8,500
1061	Answering Service	\$0
1062	Postage	\$500
1063	Printing/Reproduction	\$1,000
1064	Publications	\$350
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$15,268
1067	Household Supplies	\$1,575
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$1,800
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$12,000
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$2,400
1075	Lodging	\$1,500
1076	Other - Vehicle Insurance	\$25,500
1077	Other - Depreciation	\$1,650
1078	Other - Recruitment	\$1,580
OPERATING EXPENSES TOTAL		\$73,623

## FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$3,800
1083	Administrative Overhead	\$201,000
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$204,800

## SPECIAL EXPENSES (Consultant/Etc.):

1090	O/S Psychiatrist	\$116,879
1091	Translation Services	\$0
1092	Medication Supports	\$13,113
SPECIAL EXPENSES TOTAL		\$129,992

## FIXED ASSETS:

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

## NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$235,000
2001	Client Housing Operating Expenditures (SFC 71)	\$3,351
2002.1	Clothing, Food & Hygiene (SFC 72)	\$10,000
2002.2	Client Transportation & Support (SFC 72)	\$5,000
2002.3	Education Support (SFC 72)	\$500
2002.4	Employment Support (SFC 72)	\$500
2002.5	Client Activities	\$4,000
2002.6	Household Items	\$0
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$100
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$258,451
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$1,555,903</b>

## MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	53,490	\$2.25	\$120,354
3100	Case Management	43,787	\$1.89	\$82,757
3200	Crisis Services	3,519	\$2.75	\$9,677
3300	Medication Support	59,087	\$4.22	\$249,347
3400	Collateral	7,051	\$2.25	\$15,865
3500	Plan Development	4,074	\$2.25	\$9,167
3600	Assessment	13,392	\$2.25	\$30,132
3700	Rehabilitation	304,914	\$2.25	\$686,057
Estimated Medi-Cal Billing Totals		489,314		\$1,203,355
Estimated % of Federal Financial Participation Reimbursement			22.00%	\$132,369
Estimated % of Early and Periodic Screening, Diagnostic, and Treatment Reimbursement			51.00%	\$583,026
MEDI-CAL REVENUE TOTAL				\$715,395

## OTHER REVENUE:

4000	Other - Client Fees	\$3,500
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$3,500

## MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$487,008
5300	Workforce Education & Training Funds	\$350,000
MHSA FUNDS TOTAL		\$837,008
<b>TOTAL PROGRAM REVENUE</b>		<b>\$1,555,903</b>



### **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 <sup>1</sup> (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.

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<sup>1</sup> 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.

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**For Individual Providers**

Name (print): \_\_\_\_\_

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

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_/\_\_\_\_/\_\_\_\_

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**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

**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)

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**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.

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

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**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 \_\_\_\_\_

**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.

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

<b>I. Identifying Information</b>				
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:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or  
Company)

## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

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

### INSTRUCTIONS

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

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