

MASTER 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 each CONTRACTOR listed in Exhibit A "List of Contractors", attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "**CONTRACTORS**", and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR, unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH) and Department of Social Services (DSS), is in need of qualified agencies to provide outpatient specialty mental health, court-specific, and community-based support services for children and youth involved in the Child Welfare Services (CWS) system; and

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

WHEREAS, CONTRACTOR(S) are qualified and willing to provide said services pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR(S) shall perform all services and fulfill all responsibilities identified in the Summary of Services, attached hereto as Exhibits B-1, *et seq.* and incorporated herein by reference.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities specified in COUNTY's Request for Proposal (RFP) No. 952-5250, dated February 25, 2014, and Addendum No. One (1) to COUNTY's RFP No. 952-5250, dated March 10, 2014, and CONTRACTOR(S) Response(s) to said Revised RFP No. 952-5250, all incorporated by reference and herein made part of this Agreement.

1 C. In the event of any inconsistency among these documents, the inconsistency shall
2 be resolved by giving precedence in the following order: 1) to this Agreement, including all Exhibits,
3 2) to the COUNTY's Revised RFP No. 952-5250, and 3) to the Response(s) to the COUNTY's
4 Revised RFP No. 952-5250. A copy of COUNTY's Revised RFP No. 952-5250, and
5 CONTRACTOR(S) Response(s) thereto, shall be retained and made available during the term of this
6 Agreement by COUNTY's Purchasing Department.

7 D. It is acknowledged by all parties hereto that COUNTY's DBH and DSS
8 Administrative units shall monitor the services provided by CONTRACTOR(S), as specified herein.

9 E. CONTRACTOR(S) shall participate in periodic workgroup meetings including
10 staff from COUNTY's DSS and DBH Administrative units. The meetings shall be held monthly, or as
11 needed, to discuss program requirements, data reporting, outcomes measurement, training, policies
12 and procedures, and overall program operations.

13 F. It is acknowledged by all parties hereto that upon execution of this Agreement,
14 CONTRACTOR(S)' service site shall be as identified in Exhibits B-1 *et seq.* Any change to
15 CONTRACTOR(S) location of the service site may be made only upon 30 (thirty) days advance
16 written notification to COUNTY's DBH Director and upon written approval from COUNTY's DBH
17 Director, or designee.

18 G. CONTRACTOR(S) shall maintain requirements as Organizational Providers
19 throughout the term of this Agreement, as described in Section Eighteen (18) of this Agreement. If for
20 any reason, this status is not maintained, the COUNTY may terminate this Agreement pursuant to
21 Section Three (3) of this Agreement.

22 H. CONTRACTOR(S) agree that prior to providing services under the terms and
23 conditions of this Agreement, CONTRACTOR(S) shall have appropriate staff hired and in place for
24 program services and operation or COUNTY may, in addition to other remedies it may have, suspend
25 referrals or terminate this Agreement in accordance with Section Three (3) of this Agreement.

26 **2. TERM**

27 This Agreement shall become effective on the 1st day of July, 2017 and shall terminate
28 on the 30th day of June, 2018. CONTRACTOR(S) added to this Agreement after the execution date

1 shall become part of the Agreement effective upon the date the executed signature page is received
2 and approved by the COUNTY's DBH Director, or designee, as set forth in Section Eleven (11) of this
3 Agreement.

4 This Agreement may be extended for one (1) additional consecutive twelve (12) month
5 period subject to satisfactory performance outcomes as identified in Exhibits B-1 *et seq.*, and subject
6 to State funding each year, upon the same terms and conditions herein set forth, unless written notice
7 of non-renewal is given by COUNTY, CONTRACTOR(S), or COUNTY's DBH Director, or
8 designee, not later than sixty (60) days prior to the close of the then current Agreement term.

9 The June 30 termination date specified herein shall be the termination date for all
10 CONTRACTOR(S), regardless of when CONTRACTOR is added to this Agreement. Any twelve
11 (12) month renewal period of this Agreement for any CONTRACTOR already providing services
12 under this Agreement shall commence on July 1, 2018.

13 **3. TERMINATION**

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

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

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

24 In no event shall any payment by the COUNTY constitute a waiver by the
25 COUNTY of any breach of this Agreement or any default which may then exist on the part of the
26 CONTRACTOR(S). Neither shall such payment impair or prejudice any remedy available to the
27 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of each
28 CONTRACTOR the repayment to the COUNTY of any funds disbursed to that CONTRACTOR

1 under this Agreement, which in the judgment of the COUNTY were not expended in accordance with
2 the terms of this Agreement. Each CONTRACTOR shall promptly refund any such funds upon
3 demand or at COUNTY's option; such repayment shall be deducted from future payments owing to
4 that CONTRACTOR under this Agreement.

5 C. Without Cause - Under circumstances other than those set forth above, this
6 Agreement may be terminated by COUNTY or COUNTY's DBH and DSS Directors, or designees, or
7 one (1) or more CONTRACTOR(S) upon the giving of sixty (60) days advance written notice of an
8 intention to terminate.

9 **4. COMPENSATION**

10 COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agree to receive
11 compensation in accordance with the budget(s) set forth in Exhibit C-1, *et seq.*, attached hereto and by
12 this reference incorporated herein and made part of this Agreement.

13 A. Maximum Contract Amount

14 For fiscal year (FY) July 1, 2017 through June 30, 2018, in no event shall the
15 maximum compensation amount under this Agreement exceed Thirteen Million and No/100 Dollars
16 (\$13,000,000.00) for all CONTRACTOR(S) combined.

17 If this Agreement is extended for an additional twelve (12) month renewal period
18 for FY July 1, 2018 through June 30, 2019, in no event shall the maximum compensation amount
19 under this Agreement exceed Thirteen Million and No/100 Dollars (\$13,000,000.00) for all
20 CONTRACTOR(S) combined.

21 The maximum amounts paid to each CONTRACTOR(S) identified in this
22 Agreement shall be as stated in the individual CONTRACTOR(S)'s "Budget" documents approved by
23 the COUNTY's DBH and DSS Directors, or designees, and attached hereto as Exhibits C-1 *et seq.* and
24 incorporated herein by this reference.

25 In no event shall the maximum compensation amount under this Agreement for
26 FY 2017-18 and FY 2018-19 exceed Twenty-Six Million and No/100 Dollars (\$26,000,000.00) for all
27 CONTRACTOR(S) combined.

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1 B. It is understood that all expenses incidental to CONTRACTOR(S) performance
2 of services under this Agreement shall be borne by CONTRACTOR(S). If CONTRACTOR(S) fails to
3 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
4 compensation.

5 C. Payments shall be made by COUNTY to CONTRACTOR(S) in arrears, for
6 services provided during the preceding month, within forty-five (45) days after the date of receipt and
7 approval by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments
8 shall be made after receipt and verification of actual expenditures incurred by CONTRACTOR(S) for
9 monthly program costs, as identified in Exhibits C-1 *et seq.*, in the performance of this Agreement in
10 accordance with Exhibits B-1 *et seq.* and shall be submitted to COUNTY on a monthly basis by the
11 tenth (10th) of the month following the month of said expenditures.

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

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

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

26 G. CONTRACTOR(S) shall be held financially liable for any and all future
27 disallowances/audit exceptions due to CONTRACTOR(S) deficiency discovered through the State's
28 audit process and COUNTY's utilization review process during the course of this Agreement. At

COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR(S).

CONTRACTOR(S) shall not receive reimbursement for any units of services rendered that are disallowed or denied by the COUNTY's Mental Health Plan utilization review process or through the State Department of Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients.

5. INVOICING

A. CONTRACTOR(S) shall invoice COUNTY in arrears by the tenth (10th) of each month for actual expenses incurred during the prior month to DBHInvoices@co.fresno.ca.us and a carbon copy to the assigned DBH Mental Health Contracts Staff Analyst. After CONTRACTOR(S) renders service to referred clients, CONTRACTOR(S) shall invoice COUNTY for payment, certify the expenditure, and submit electronic claiming 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. Invoices and reports shall be in such detail as acceptable to COUNTY's DBH, as described herein and in Section Fourteen (14) of this Agreement. Additionally, invoices and supporting documentation may be mailed to: County of Fresno, Department of Behavioral Health, Contracted Services Division, 3133 N. Millbrook, Fresno, CA 93703, Attention: CWMH Contract Analyst. No reimbursement for services shall be made until the invoice and report is received, verified and approved by COUNTY's DBH. COUNTY's DBH must pay CONTRACTOR before submitting claims to DHCS for Federal and State reimbursement for Medi-Cal eligible clients.

B. CONTRACTOR(S) shall submit to COUNTY by the tenth (10th) 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. At the discretion of COUNTY's DBH Director, or designee, if an invoice is incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall have the right to withhold payment as to only that portion of the invoice that is incorrect or

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

9 D. Monthly invoices shall include a client roster, identifying all clients served along
10 with Katie A. class and sub-class members indicated, and provide demographic information on clients
11 served, including any payer of services rendered to client by CONTRACTOR(S)

12 E. CONTRACTOR(S) shall submit monthly invoices and general ledgers to DBH
13 that itemize the line item charges for monthly program costs, including the cost per unit calculation
14 based on the number of clients served within the month, and excluding unallowable costs.
15 Unallowable costs such as lobbying or political donations must be deducted from the monthly invoice
16 reimbursements. The invoices and general ledgers will serve as tracking tools to determine if
17 CONTRACTOR(S)' program costs are in accordance with its budgeted cost, and cost per unit as
18 negotiated by service modes, compared to actual cost per unit, as set forth in Exhibit C-1 *et seq.* The
19 actual cost per unit will be based upon total costs and total units of service. It will also serve for the
20 COUNTY to certify the public funds expended for purposes of claiming Federal and State
21 reimbursement for the cost of Medi-Cal services and activities. CONTRACTOR(S) shall remit to
22 COUNTY on a quarterly basis, a summary report of total operational costs and volume of service units
23 to report the actual costs per unit compared to the negotiated rate, as identified in Exhibits C-1 *et seq.*,
24 to report interim cost per unit. The quarterly reports will be used by COUNTY to ensure compliance
25 with Federal and State reimbursements certified public expenditures.

26 F. CONTRACTOR(S) must report all third party collections from other funding
27 sources for Medicare, private insurance, client private pay or any other third party. COUNTY
28 expects the invoice for reimbursement to equal the amount due CONTRACTOR less any funding

1 sources not eligible for Federal reimbursement and any other revenues generated by
2 CONTRACTOR (i.e. private insurance, etc).

3 G. CONTRACTOR(S) shall provide a monthly activity report with each invoice,
4 further described in Section Fourteen (14). In addition, each monthly invoice will be in the format as
5 identified in Exhibits C-1 *et seq.*, showing each budget line item, expenses incurred, and the balance
6 remaining for each budget line item for all services and items as identified in Exhibits C-1 *et seq.*

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

11 H. CONTRACTOR(S) must maintain such financial records for a period of seven
12 (7) years, or if there a dispute, audit or inspection, until it is resolved, whichever is later.
13 CONTRACTOR(S) will be responsible for any disallowances related to inadequate documentation.

14 I. CONTRACTOR(S) is responsible for collection and managing data in a manner
15 to be determined by DHCS and the COUNTY Mental Health Plan in accordance with applicable rules
16 and regulations. COUNTY's electronic information system is a critical source of information for
17 purposes of monitoring and obtaining reimbursement. CONTRACTOR(S) must attend the COUNTY
18 DBH's Business Office training on equipment reporting for assets, intangible and sensitive minor
19 assets, COUNTY's electronic information system, and related cost reporting.

20 J. CONTRACTOR shall submit service data into COUNTY's electronic
21 information system within thirty (30) calendar days from the date of services were rendered. Federal
22 and State reimbursement for Medi-Cal specialty mental health services is based on public expenditures
23 certified by the CONTRACTOR(S). CONTRACTOR(S) must submit a signed certified public
24 expenditure report in the monthly invoice. DHCS expects the claim for Federal and State
25 reimbursement to equal the amount the COUNTY paid the CONTRACTOR(S) for the services
26 rendered less any funding sources not eligible for Federal reimbursement.

27 K. CONTRACTOR(S) must provide all necessary data to allow the COUNTY to
28 bill Medi-Cal, and any other third-party source, for services and meet State and Federal reporting

requirements. The necessary data can be provided by a variety of means, including but not limited to:
1) direct data entry into COUNTY's electronic information system; 2) providing an electronic file compatible with COUNTY's electronic information system; or 3) integration between COUNTY's electronic information system and CONTRACTOR(S)' information system(s).

L. If a Medi-Cal client has dual coverage, such as other health coverage (OHC) or Medicare, the CONTRACTOR(S) will be responsible for billing the carrier and obtaining a payment/denial or have validation of claiming with no response ninety (90) days after the claim was mailed before the service can be entered into COUNTY's electronic information system. CONTRACTOR(S) must report all revenue collected from OHC, third-party, client-pay, or private-pay in each monthly invoice and in the cost report that is required to be submitted. A copy of explanation of benefits or CWM 1500 is required as documentation. CONTRACTOR(S) must comply with all laws and regulations governing Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section 1395 *et seq*; and 2) the regulation and rules promulgated by the Centers for Medicare and Medicaid Services as they relate to participation, coverage and claiming reimbursement. CONTRACTOR(S) will be responsible for compliance as of the effective date of each federal, state or local law or regulation specified.

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

N. Medi-Cal Certification and Mental Health Plan Compliance

CONTRACTOR(S) will establish and maintain Medi-Cal certification or become certified within ninety (90) days of the start of this Agreement through COUNTY to provide reimbursable services to Medi-Cal eligible clients. In addition, CONTRACTOR(S) shall work with

COUNTY's DBH to execute the process if not currently certified by COUNTY for credentialing of staff. Service location must be approved by COUNTY's DBH during the Medi-Cal certification process. During this process, the CONTRACTOR(S) will obtain a legal entity number established by DHCS, a requirement for maintaining COUNTY Mental Health Plan organizational provider status throughout the term of this Agreement. CONTRACTOR(S) will be required to become Medi-Cal certified prior to providing services to Medi-Cal eligible clients and seeking reimbursement from the COUNTY. CONTRACTOR(S) will not be reimbursed by COUNTY for any services rendered prior to certification.

CONTRACTOR(S) shall provide specialty mental health services in accordance with the COUNTY Mental Health Plan. CONTRACTOR(S) must comply with the "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set forth in Exhibit D, attached hereto and incorporated herein by reference.

CONTRACTOR(S) may provide direct specialty mental health services using unlicensed staff as long as the individual is approved as an Organizational Provider by the COUNTY Mental Health Plan, is supervised by licensed staff; works within his/her scope, and only delivers allowable direct specialty mental health services.

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

6. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR(S) under this Agreement, it is mutually understood and agreed that CONTRACTOR(S), including any and all of CONTRACTOR(S)'s officers, agents, and employees will at all times be acting and performing as independent contractors, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY

1 shall have no right to control or supervise or direct the manner or method by which
2 CONTRACTOR(S) shall perform its work and function. However, COUNTY shall retain the right to
3 administer this Agreement so as to verify that CONTRACTOR(S) is performing their obligations in
4 accordance with the terms and conditions thereof. CONTRACTOR(S) and COUNTY shall comply
5 with all applicable provisions of law and the rules and regulations, if any, of governmental authorities
6 having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

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

15 7. MODIFICATION

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

18 Notwithstanding the above, changes to services and responsibilities of the
19 CONTRACTOR(S) and changes to staffing, as needed, to accommodate changes in the law relating to
20 mental health treatment, as set forth in Exhibits B-1 *et seq.*, may be made with the signed written
21 approval of COUNTY's DBH Director, or designee, and CONTRACTOR(S) through an amendment
22 approved by County Counsel and the COUNTY's Auditor's Office.

23 In addition, changes to line items in the budgets, as appropriate, that do not exceed ten
24 percent (10%) of the individual CONTRACTOR(S)' program total maximum compensation payable
25 to CONTRACTOR(S)', changes to the volume of units of services/types of service units, and changes
26 to the service rate to be provided, as set forth in Exhibits C-1 *et seq.*, may be made with the written
27 approval of COUNTY's DBH Director, or designee, and the individual CONTRACTOR. Maximum
28 compensation amounts payable to each CONTRACTOR may be modified with the written approval of

COUNTY's DBH Director, or designee. Changes to line items in the budget that exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR(S) may be made with the signed written approval of COUNTY's DBH Director, or designee, through an amendment approved by County Counsel and COUNTY's Auditor's Office.

Said modifications to budget line items, service volume/types of service units, summary of services, and maximum compensation amounts payable per CONTRACTOR shall not result in any change to the total combined maximum compensation amount payable to all CONTRACTORS under this Master Agreement, as stated herein.

8. NON-ASSIGNMENT

COUNTY and CONTRACTOR(S) shall not assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY and the individual CONTRACTOR seeking to make such assignment.

9. HOLD-HARMLESS

CONTRACTOR(S) agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the 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(S), 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(S), its officers, agents or employees under this Agreement.

CONTRACTOR(S) agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the part of the CONTRACTOR(S).

10. INSURANCE

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

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1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than One Million
3 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
4 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
5 COUNTY may require specific coverage including completed operations,
6 product liability, contractual liability, Explosion, Collapse, and Underground
7 (XCU), fire legal liability or any other liability insurance deemed necessary
8 because of the nature of the Agreement.

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits for bodily injury of
11 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
12 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
13 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
14 combined single limit of One Million Dollars (\$1,000,000). Coverage should
15 include owned and non-owned vehicles used in connection with this Agreement.
16 If CONTRACTOR'(S) employees are not covered by CONTRACTOR'(S)
17 automobile liability insurance policy, CONTRACTOR shall ensure that each
18 employee as part of this Agreement procures and maintains their own private
19 vehicle coverage in force during the term of this Agreement, at the employee's
20 sole cost and expense.

21 C. Professional Liability

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

29 D. Real and Property Insurance

30 As applicable, CONTRACTOR(S) shall maintain a policy of insurance for all
31 risk personal property coverage which shall be endorsed naming the County of
32 Fresno as an additional loss payee. The personal property coverage shall be in
33 an amount that will cover the total of the COUNTY purchase and owned
34 property, at a minimum.

35 All Risk Property Insurance

36 As applicable, CONTRACTOR(S) will provide property coverage for the full
37 replacement value of the COUNTY's personal property in possession of
38 CONTRACTOR(S) and/or used in the execution of this Agreement. COUNTY
39 will be identified on an appropriate certificate of insurance as the certificate
40 holder and will be named as an Additional Loss Payee on the Property Insurance
41 Policy.

1 E. Worker's Compensation

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

4 F. Child Abuse/Molestation and Social Services Coverage

5 Each CONTRACTOR shall have either separate policies or an umbrella policy
6 with endorsements covering Child Abuse/Molestation and Social Services
7 Liability coverage or have a specific endorsement on their General Commercial
8 liability policy covering Child Abuse/Molestation and Social Services Liability.
9 The policy limits for these policies shall be One Million Dollars (\$1,000,000) per
10 occurrence with a Two Million Dollars (\$2,000,000) annual aggregate. The
11 policies are to be on a per occurrence basis.

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

20 Within thirty (30) days from the date each CONTRACTOR signs this Agreement,
21 CONTRACTOR(S) shall provide certificates of insurance and endorsements as stated above for all of
22 the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,
23 Contracted Services Division, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: CWMH
24 Contract Analyst, stating that such insurance coverages have been obtained and are in full force; that
25 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on
26 the policies; that such Commercial General Liability insurance names the County of Fresno, its
27 officers, agents and employees, individually and collectively, as additional insured, but only insofar as
28 the operations under this Agreement are concerned; that such coverage for additional insured shall
apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
officers, agents and employees, shall be excess only and not contributing with insurance provided

1 under CONTRACTOR(S)'s policies herein; and that this insurance shall not be cancelled or changed
2 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

9 **11. ADDITIONS/DELETIONS OF CONTRACTORS**

10 COUNTY's DBH Director, or designee, reserves the right at any time during the term of
11 this Agreement to add new CONTRACTOR(S) to those listed in Exhibit A. It is understood any such
12 additions will not affect compensation paid to any other CONTRACTOR, and therefore such additions
13 may be made by COUNTY without notice to or approval of the other CONTRACTOR(S) under this
14 Agreement. These same provisions shall apply to the deletion of any CONTRACTOR(S) contained in
15 Exhibit A, except that deletions shall be by written mutual agreement between the COUNTY and the
16 identified CONTRACTOR to be deleted, or shall be in accordance with the provisions of Section
17 Three (3) of this Agreement.

18 **12. LICENSES/CERTIFICATES**

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

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1 **13. RECORDS**

2 CONTRACTOR(S) shall maintain records in accordance with COUNTY's
3 "Documentation Standards for Client Records," attached hereto as Exhibit E and incorporated herein
4 by reference. 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 **14. REPORTS**

8 A. Activity Reports

9 CONTRACTOR(S) shall submit to COUNTY's DBH by the 10th of each month
10 all monthly activity and budget reports for the preceding month.

11 B. Cost Report

12 CONTRACTOR(S) agrees to submit a complete and accurate detailed cost report
13 on an annual basis for each fiscal year ending June 30th in the format prescribed by the DHCS for the
14 purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. The cost report will
15 be the source document for several phases of settlement with the DHCS for the purposes of Short
16 Doyle Medi-Cal reimbursement. CONTRACTOR(S) shall report costs under their approved legal
17 entity number established during the Medi-Cal certification process. The information provided applies
18 to CONTRACTOR(S) for program related costs for services rendered to Medi-Cal and non-Medi-Cal
19 clients. CONTRACTOR(S) will remit a schedule to provide the required information on published
20 charges (PC) for all authorized services. The report will serve as a source document to determine their
21 usual and customary charge prevalent in the public mental health sector that is used to bill the general
22 public, insurers, or other non-Medi-Cal third party payers during the course of business operations.
23 CONTRACTOR(S) must report all collections for Medi-Cal/Medicare services and collections. The
24 CONTRACTOR(S) shall also submit with the cost report a copy of the CONTRACTOR(S)' general
25 ledger that supports revenues and expenditures and reconciled detailed report of reported total units of
26 services rendered under this Agreement to the units of services reported by CONTRACTOR(S) to
27 COUNTY'S data system.

28 ///

1 Cost Reports must be submitted to the COUNTY as a hard copy with a signed
2 cover letter and electronic copy of completed DHCS cost report form along with requested support
3 documents following each fiscal year ending June 30th. During the month of September of each year
4 this Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates
5 the training session, DHCS cost report template worksheets, and deadlines to submit, as determined by
6 State annually. CONTRACTOR(S) shall remit a hard copy of cost report to County of Fresno,
7 Attention: Cost Report Team, PO BOX 45003, Fresno CA 93718. CONTRACTOR(S) shall remit the
8 electronic copy and or any inquiries to DBHcostreportteam@co.fresno.ca.us.

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

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

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

18 During the term of this Agreement and thereafter, COUNTY and
19 CONTRACTOR(S) agree to settle dollar amounts disallowed or settled in accordance with DHCS
20 audit settlement findings related to the Medi-Cal and EPSDT reimbursements. CONTRACTOR(S)
21 will participate in the several phases of settlements between COUNTY/CONTRACTOR and DHCS.
22 The phases are initial cost reporting for settlement, settlement according to State reconciliation of
23 records for paid Medi-Cal services and audit settlement-State DHCS audit: 1) initial cost reporting -
24 after an internal review by COUNTY, the COUNTY files cost report with State DHCS on behalf of
25 the CONTRACTOR's legal entity for the fiscal year; 2) Settlement –State reconciliation of records for
26 paid Medi-Cal services, approximately eighteen (18) to thirty-six (36) months following the State
27 close of the fiscal year, DHCS will send notice for any settlement under this provision will be sent to
28 the COUNTY; 3) Audit Settlement-State DHCS audit. After final reconciliation and settlement,

DHCS may conduct a review of medical records, cost reports along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow cost and/or unit of service 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(S) until resolution of the appeal. DHCS audits will follow Federal Medicaid procedures for managing overpayments.

If at the end of the audit settlement process the COUNTY determines that it overpaid the CONTRACTOR(S), it will require the CONTRACTOR(S) to repay the Medi-Cal related overpayment.

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 CONTRACTOR(S) under this or any other Agreement.

D. Outcome Reports

CONTRACTOR(S) shall submit to COUNTY's DBH and DSS service outcome reports, as requested.

E. Additional Reports

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

15. MONITORING

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

1 **16. REFERENCES TO LAWS AND RULES**

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

5 **17. COMPLIANCE WITH STATE REQUIREMENTS**

6 CONTRACTOR(S) recognizes that COUNTY operates its mental health programs
7 under an agreement with DHCS, and that under said agreement the State imposes certain requirements
8 on COUNTY and its subcontractors. CONTRACTOR(S) shall adhere to all State requirements,
9 including those identified in Exhibit F “State Mental Health Requirements”, attached hereto and by
10 this reference incorporated herein.

11 **18. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS**

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

25 **19. CONFIDENTIALITY**

26 All services performed by CONTRACTOR(S) under this Agreement shall be in strict
27 conformance with all applicable Federal, State of California and/or local laws and regulations relating
28 to confidentiality.

1 **20. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

2 COUNTY and CONTRACTOR(S) each consider and represent themselves as covered
3 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public
4 Law 104-191(HIPAA) and agree to use and disclose protected health information as required by law.

5 COUNTY and CONTRACTOR(S) acknowledge that the exchange of protected health
6 information (PHI) between them is only for treatment, payment, and health care operations.

7 COUNTY and CONTRACTOR(S) intend to protect the privacy and provide for the
8 security of PHI pursuant to this Agreement in compliance with HIPAA, the Health Information
9 Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations
10 promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations)
11 and other applicable laws. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule
12 require CONTRACTOR(S) to enter into a contract containing specific requirements prior to the
13 disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and
14 164.504(e) of the Code of Federal Regulations (CFR).

15 **21. DATA SECURITY**

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

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

23 CONTRACTOR(S) may not connect to COUNTY networks via personally-
24 owned mobile, wireless or handheld devices, unless the following conditions are met:

- 25 1) CONTRACTOR(S) has received authorization by COUNTY for
26 telecommuting purposes;
27 2) Current virus protection software is in place;
28 3) Mobile device has the remote wipe feature enabled/ and

1 4) A secure connection is used.

2 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

9 C. COUNTY-Owned Computer Equipment

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

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

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

20 F. Confidential client information transmitted to one party by the other by means of
21 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
22 128 BIT or higher. Additionally, a password or passphrase must be utilized.

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

27 H. COUNTY shall provide oversight to CONTRACTOR(S)' response to all
28 incidents arising from a possible breach of security related to COUNTY's confidential client

1 information provided to CONTRACTOR(S). CONTRACTOR(S) will be responsible to issue any
2 notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole
3 discretion. CONTRACTOR(S) will be responsible for all costs incurred as a result of providing the
4 required notification.

5 **22. NON-DISCRIMINATION**

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

12 **23. CONFLICT OF INTEREST**

13 No officer, agent, or employee of COUNTY who exercises any function or
14 responsibility for planning and carrying out the services provided under this Agreement shall have any
15 direct or indirect personal financial interest in this Agreement. In addition, no employee of COUNTY
16 shall be employed by CONTRACTOR(S) to fulfill any contractual obligations with COUNTY.
17 CONTRACTOR(S) shall also comply with all Federal, State of California, and local conflict of
18 interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under
19 this Agreement and any officer, agent, or employee of COUNTY.

20 **24. CHARITABLE CHOICE**

21 CONTRACTOR(S) may not discriminate in its program delivery against a client or
22 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a
23 refusal to actively participate in a religious practice. Any specifically religious activity or service made
24 available to individuals by CONTRACTOR(S) must be voluntary as well as separate in time and
25 location from COUNTY-funded activities and services. CONTRACTOR(S) shall inform COUNTY
26 as to whether it is faith-based. If CONTRACTOR(S) identifies as faith-based it must submit to
27 COUNTY'S DBH and DSS a copy of its policy on referring individuals to an alternate treatment
28 provider, and include a copy of this policy in its client admission forms. The policy must inform

1 individuals that they may be referred to an alternative provider if they object to the religious nature of
2 the program, and include a notice to COUNTY's DBH and DSS. Adherence to this policy will be
3 monitored during annual site reviews and reviews of client files. If CONTRACTOR(S) identifies as
4 faith-based, by July 1 of each year, CONTRACTOR will be required to report to COUNTY's DBH
5 and DSS the number of individuals who requested referrals to alternate providers based on religious
6 objection.

7 **25. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

25 **26. SINGLE AUDIT CLAUSE**

26 A. If CONTRACTOR(S) expends Seven Hundred Fifty Thousand and No/100
27 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR(S)
28 agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards

1 as set forth in Office of Management and Budget (OMB) 2 CFR 200. CONTRACTOR(S) shall
2 submit said audit and management letter to COUNTY. The audit must include a statement of findings
3 or a statement that there were no findings. If there were negative findings, CONTRACTOR(S) must
4 include a corrective action plan signed by an authorized individual. CONTRACTOR(S) agrees to take
5 action to correct any material non-compliance or weakness found as a result of such audit. Such audit
6 shall be delivered to COUNTY's DBH Business Office for review within nine (9) months of the end
7 of any fiscal year in which funds were expended and/or received for the program. Failure to perform
8 the requisite audit functions as required by this Agreement may result in COUNTY performing the
9 necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said
10 audit, or may result in the inability of COUNTY to enter into future agreements with
11 CONTRACTOR(S). All audit costs related to this Agreement are the sole responsibility of
12 CONTRACTOR(S).

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

27 C. CONTRACTOR(S) shall make available all records and accounts for inspection
28 by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the

1 Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a
2 period of at least three (3) years following final payment under this Agreement or the closure of all
3 other pending matters, whichever is later.

4 **27. COMPLIANCE**

5 CONTRACTOR(S) agrees to comply with the COUNTY's Contractor Code of Conduct
6 and Ethics and the COUNTY's Compliance Program in accordance with Exhibit D. Within thirty (30)
7 days of entering into this Agreement with the COUNTY, CONTRACTOR(S) shall have all of
8 CONTRACTOR(S)' employees, agents and subcontractors providing services under this Agreement
9 certify in writing, that he or she has received, read, understood, and shall abide by the Contractor Code
10 of Conduct and Ethics. CONTRACTOR(S) shall ensure that within thirty (30) days of hire, all new
11 employees, agents and subcontractors providing services under this Agreement shall certify in writing
12 that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and
13 Ethics. CONTRACTOR(S) understands that the promotion of and adherence to the Code of Conduct
14 is an element in evaluating the performance of CONTRACTOR(S) and its employees, agents and
15 subcontractors.

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

27 **28. ASSURANCES**

28 In entering into this Agreement, CONTRACTOR(S) certifies that it is not currently

1 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care
2 Programs: that it has not been convicted of a criminal offense related to the provision of health care
3 items or services; nor has it been reinstated to participation in the Federal Health Care Programs after
4 a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to
5 entering into a contract, that CONTRACTOR(S) is ineligible on these grounds, COUNTY will remove
6 CONTRACTOR(S) from responsibility for, or involvement with, COUNTY's business operations
7 related to the Federal Health Care Programs and shall remove such CONTRACTOR(S) from any
8 position in which CONTRACTOR(S)' compensation, or the items or services rendered, ordered or
9 prescribed by CONTRACTOR(S) may be paid in whole or part, directly or indirectly, by Federal
10 Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR(S)
11 is reinstated into participation in the Federal Health Care Programs.

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

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

25 1) In the event the potential employee or subcontractor informs
26 CONTRACTOR(S) that he or she is excluded, suspended, debarred or otherwise ineligible, or has
27 been convicted of a criminal offense relating to the provision of health care services, and
28 CONTRACTOR(S) hires or engages such potential employee or subcontractor, CONTRACTOR(S)

1 will ensure that said employee or subcontractor does no work, either directly or indirectly relating to
2 services provided to COUNTY.

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

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

20 1) CONTRACTOR(S) agrees to notify COUNTY immediately during the
21 term of this Agreement whenever CONTRACTOR(S) learns that an employee or subcontractor who,
22 in each case, is providing professional services under this Agreement is excluded, suspended, debarred
23 or otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal
24 offense relating to the provision of health care services.

25 2) Notwithstanding the above, COUNTY at its discretion may terminate this
26 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
27 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor
28 of CONTRACTOR(S) will perform work, either directly or indirectly, relating to services provided to

COUNTY. Such demand for adequate assurance shall be effective upon a timeframe to be determined by COUNTY to protect the interests of COUNTY consumers.

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

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

29. PUBLICITY PROHIBITION

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

30. COMPLAINTS

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

Within ten (10) days after each incident or complaint affecting COUNTY-sponsored clients, CONTRACTOR(S) shall provide COUNTY with information relevant to the complaint,

1 investigative details of the complaint, the complaint and CONTRACTOR(S)' disposition of, or
2 corrective action taken to resolve the complaint. In addition, CONTRACTOR(S) shall inform every
3 client of their rights as set forth in Exhibit H "Grievances and Incident Reporting".

4 **31. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**
5 **INFORMATION**

6 This provision is only applicable if CONTRACTOR(S) is a disclosing entity, fiscal
7 agent, or managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101
8 455.104, and 455.106(a)(1),(2).

9 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
10 the following information must be disclosed by CONTRACTOR(S) by completing Exhibit J
11 "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference
12 incorporated herein and made part of this Agreement. CONTRACTOR(S) shall submit this form to
13 COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally,
14 CONTRACTOR(S) shall report any changes to this information within thirty-five (35) days of
15 occurrence by completing Exhibit J. Submissions shall be scanned pdf copies and are to be sent via
16 email to COUNTY's DBH Contracted Services Staff Analyst.

17 **32. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

18 CONTRACTOR(S) is required to disclose if any of the following conditions apply to
19 them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as
20 "CONTRACTOR(S)");

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

- 23 1) Fraud or a criminal offense in connection with obtaining, attempting to
24 obtain, or performing a public (federal, state, or local) transaction or
25 contract under a public transaction;
- 26 2) Violation of a federal or state antitrust statute;
- 27 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of
28 records; or

1 4) False statements or receipt of stolen property.

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

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

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

22 **33. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

26 Members of the CONTRACTOR(S)' Board of Directors shall disclose any self-dealing
27 transactions that they are a party to while CONTRACTOR(S) is providing goods or performing
28 services under this Agreement. A self-dealing transaction shall mean a transaction to which the

1 CONTRACTOR(S) is a party and in which one or more of its directors has a material financial
2 interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a
3 party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as
4 Exhibit L and incorporated herein by reference and made part of this Agreement, and submitting it to
5 the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

6 **34. AUDITS AND INSPECTIONS**

7 CONTRACTOR(S) shall at any time during business hours, and as often as the
8 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and
9 data with respect to the matters covered by this Agreement. CONTRACTOR(S) shall, upon request
10 by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to
11 ensure CONTRACTOR(S)' compliance with the terms of this Agreement.

12 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
13 CONTRACTOR(S) shall be subject to the examination and audit of the State Auditor General for a
14 period of three (3) years after final payment under contract (California Government Code section
15 8546.7).

16 **35. NOTICES**

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

<u>COUNTY</u>	<u>CONTRACTOR(S)</u>
Director, Fresno County	SEE EXHIBIT A
Department of Behavioral Health	
3133 N. Millbrook Ave.	
Fresno, CA 93703	

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

27 **36. SEVERABILITY**

28 If any non-material term, provision, covenant, or condition of this Agreement is held by

a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

37. SEPARATE AGREEMENT

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

38. GOVERNING LAW

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

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

39. SUPERSEDE

This Agreement shall supersede in its entirety and render null and void the Agreements between the parties for these same services identified in COUNTY Agreement Nos. 14-437, 15-461, and 15-462, effective July 1, 2017.

40. ENTIRE AGREEMENT

This Agreement, including all Exhibits, COUNTY's Revised RFP No. 952-5250 and CONTRACTOR(S) Response(s) to COUNTY's Revised RFP No. 952-5250 constitutes the entire agreement between CONTRACTOR(S) 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
2 year first hereinabove written.
3

4
5 **COUNTY OF FRESNO**

6
7 By 
8 Chairman, Board of Supervisors
9

10 Date: 6-20-17
11

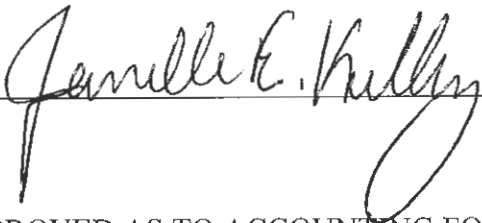
12
13 BERNICE E. SEIDEL, Clerk
14 Board of Supervisors

15
16 By Susan Bishop
17 Deputy
18

19 Date: 6-20-17
20
21
22

23 **PLEASE SEE ADDITIONAL**
24 **SIGNATURE PAGES ATTACHED**
25
26
27
28

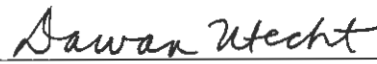
1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

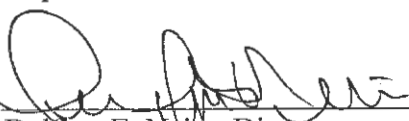
3
4 By 

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

9
10 By 

11
12 REVIEWED AND RECOMMENDED
13 FOR APPROVAL:

14
15 By 
16 Dawan Utecht, Director
17 Department of Behavioral Health

18
19 By 
20 Delfino E. Nerra, Director
21 Department of Social Services

22
23
24 Fund/Subclass: 0001/10000
25 Organization: 5630
26 Account/Program: 7295/0

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

1 **CONTRACTOR:**

2 **CALIFORNIA PSYCHOLOGICAL INSTITUTE**

3
4 By 

5
6 Print Name: Paul Owhadi

7
8 Title: CEO
9 Chairman of the Board, or
President or any Vice President

10
11 By 

12
13 Print Name: Michelle Zavala

14
15 Title: Secretary
16 Secretary of Corporation, or
17 Any Assistant Secretary, or
18 Chief Financial Officer, or
19 Any Assistant Treasurer

20
21
22 **PLEASE SEE ADDITIONAL**
23 **SIGNATURE PAGE ATTACHED**

24 Mailing Address:
25 1470 W. Herndon Avenue, Suite 300
26 Fresno, CA 93711
27 Phone #: (559) 256-2000
28 Contact: Administrative Director

1 **CONTRACTOR:**

2 **CENTRAL STAR BEHAVIORAL HEALTH**

3
4 By 

5
6 Print Name: Kent Dunlap

7
8 Title: President + CEO
9 Chairman of the Board, or
President or any Vice President

10
11 By 

12
13 Print Name: Tara Morgan

14
15 Title: Secretary
16 Secretary of Corporation, or
17 Any Assistant Secretary, or
18 Chief Financial Officer, or
19 Any Assistant Treasurer

20
21 **PLEASE SEE ADDITIONAL**
22 **SIGNATURE PAGES ATTACHED**

23
24 Mailing Address:
25 1501 Hughes Way, Suite 150
26 Long Beach, CA 90810
27 Phone #: (310) 221-6336 ext. 125
28 Contact: Senior Vice President

1 **CONTRACTOR:**

2 **UPLIFT FAMILY SERVICES**

3
4 By 

5
6 Print Name: DARRELL EXORA

7
8 Title: CEO
9 Chairman of the Board, or
10 President or any Vice President

11 By 

12
13 Print Name: Jason S. Garaboo

14
15 Title: CFO
16 Secretary of Corporation, or
17 Any Assistant Secretary, or
18 Chief Financial Officer, or
19 Any Assistant Treasurer

20
21 Mailing Address:
22 251 Llewellyn Avenue
23 Campbell, CA 95008
24 Phone #: ~~(310) 221-6336 ext. 125~~ 408-364-4028
25 Contact: Chief Administrative Officer
26
27
28

**CHILD WELFARE MENTAL HEALTH
MASTER AGREEMENT
VENDOR LIST**

1. CALIFORNIA PSYCHOLOGICAL INSTITUTE (Exhibits B-1; C-1)

1470 W. Herndon Avenue, Suite 300

Fresno, CA 93711

Phone #: (559) 256-2000

Contact for Notices: Administrative Director

2. CENTRAL STAR BEHAVIORAL HEALTH (Exhibits B-2; C-2)

1501 Hughes Way, Suite 150

Long Beach, CA 90810

Phone #: (310) 221-6336 ext. 125

Contact for Notices: Senior Vice President

3. UPLIFT FAMILY SERVICES (Exhibits B-3; C-3)

251 Llewellyn Avenue

Campbell, CA 95008

Phone #: (310) 221-6336 ext. 125

Contact for Notices: Chief Administrative Officer

**CHILD WELFARE MENTAL HEALTH (CWMH)
SUMMARY OF SERVICES**

ORGANIZATION: **California Psychological Institute**

ADDRESS: 1470 W. Herndon Avenue, Suite #300
Fresno, CA 93711

TELEPHONE: (559) 256-2000

CONTACT PERSON: Michelle Zavala, Administrative Director

CONTRACT PERIOD: July 1, 2017 – June 30, 2019

CONTRACT AMOUNT: \$4,000,000 (July 1, 2017 – June 30, 2018);
\$4,000,000 (July 1, 2018 – June 30, 2019)

SUMMARY OF SERVICES:

California Psychological Institute, henceforth referred to as CONTRACTOR, will be responsible for providing medically necessary outpatient specialty mental health services for children and youth with serious emotional disturbance(s), parents with a serious mental illness, and court-specific services to children and families in Fresno County's Child Welfare Services (CWS) system. The majority of outpatient mental health services, such as assessments, plan development, therapy, rehabilitation services, crisis intervention, case management, intensive home based services and intensive care coordination are expected to be community-based and provided in the family's home or in the community, when possible. For those services provided in the office, CONTRACTOR will work closely with the caregiver to identify and assist, whenever possible, with any barriers to receiving care (i.e., lack of public/private transportation, scheduling of appointment days/hours, etc.).

SCHEDULE OF SERVICES:

The CONTRACTOR'S office(s) shall be open Monday through Thursday, 7:30am to 7:00pm and Friday to Saturday, 8:00am to 5:00pm. Clinicians will be available to see clients and families for in-home appointments during the day, weekend, and evening hours, up to 7:00 pm. Group services will be provided during the day and evening hours, up to 7:00 pm, on a scheduled basis, at CONTRACTOR's offices. The CONTRACTOR's office will be located at a site in the metropolitan or rural community that offers public transportation in close proximity, adequate parking, and in a secure setting. In addition to the Fresno metropolitan area, CONTRACTOR has agreed to serve the rural areas of Fresno County as needed. Any addition or change to the location of office-based services must be approved by the COUNTY in advance of such a change.

TARGET POPULATION:

CONTRACTOR shall provide mental health services to all referred children, youth, parents, guardians, and foster parents involved with a child's CWS case. The target population includes children and youth as referred to in the *Katie A. Settlement Agreement* as members of the "class" and "subclass."

1. Katie A. "Class" is defined as children in California who:

- A. Are in foster care or are at imminent risk of foster care placement, and
- B. Have a mental illness or condition that has been documented, or would have been documented had an assessment been conducted, and
- C. Need individualized mental health services, including but not limited to, professionally acceptable assessments, behavioral support, case management, family support, crisis support, therapeutic foster care, and other medically necessary services in the home or in a home-like setting, to treat mental illness or condition.

Imminent Risk of foster care placement means that within the last 180 days, the child has been participating in voluntary family maintenance services; voluntary family reunification placements; and/or has been the subject of a referral/report to the Child Protective Services system regarding suspicions of abuse, neglect or abandonment.

Members of this class include children living with their parents, relatives, or in any variety of placements, such as group homes or foster homes.

2. Katie A. "Subclass" is identified as children in California who:

- A. Have an open child welfare service case; and
- B. Are full-scope Medi-Cal (Title XIX) eligible; and
- C. Meet the medical necessity criteria for Medi-Cal Outpatient Specialty Mental Health Services (SMHS) as set forth in CCR, Title 9, Section 1830.205 or Section 1830.210; and
- D. Currently in, or being considered for, wraparound, therapeutic foster care, specialized care rate due to behavioral health needs or other intensive Early and Periodic Screening Diagnostic and Treatment (EPSDT) services, including but not limited to therapeutic behavioral services or crisis stabilization/intervention; or
- E. Currently in, or being considered for, placement in a group home (Rate Classification 10 or above) or short term residential therapeutic program, as currently indicated, a psychiatric hospital, 24-hour mental health treatment facility (e.g., psychiatric inpatient hospital, community residential treatment

facility); or has experienced three (3) or more placements within 24 months due to behavioral health needs.

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

A. Outpatient Specialty Mental Health Services

1. CONTRACTOR will provide the following array of outpatient specialty mental health services to all referrals received from the Child Welfare Mental Health (CWMH) Team. CONTRACTOR shall accept the adequate number of referrals to meet CWMH demand and to cover program costs. Since July 2014, referrals have averaged approximately twenty (20) to twenty-five (25) per week for each vendor.

CONTRACTOR shall provide the following specialty mental health services for the duration, frequency and intensity based upon the individual needs of children and families in CWS and as determined to be clinically appropriate by a licensed/waivered mental health clinician. It is understood that a child who meets the definition of "Katie A. Subclass" does not, in and of itself, require a higher level or intensity of mental health treatment absent a clinical determination by the treating mental health clinician:

a. Mental Health Assessments

Clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and use of testing procedures.

b. Therapy

1. A therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries (see below) and may include family therapy at which the beneficiary is present.
 - a. Individual
 - b. Collateral
 - c. Conjoint
 - d. Family therapy
 - e. Group therapy
 - i. Groups will be led by clinicians and supervised by a licensed clinician. Larger groups may be co-facilitated by two (2) unlicensed clinicians. Licensed Clinical Supervisors will provide in-vivo training, co-facilitation and supervision to ensure group facilitation is high quality, clinically effective, and appropriate.

c. Crisis Intervention

A service lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Activities may include, but are not limited to: assessment, therapy and service access to any significant support person in the beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary.

d. Case Management

Any service that assists a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community service. Services may include, but are not limited to, communication, coordination, and referral to available resources. CONTRACTOR will be responsible for monitoring service delivery to beneficiary by third parties, beneficiary progress and plan development.

e. Rehabilitation

Any activity that seeks to improve, maintain, or restore a beneficiary's functional, daily living, social, leisure, grooming, personal hygiene, and meal preparation skills while also providing access to support resources and medication education.

f. Plan Development

The development of client plans, approval of client plans, or monitoring of a beneficiary's progress.

g. Medication Support

Any service that includes prescribing, administering, dispensing and monitoring psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. Services may also include evaluation for the need of medication, evaluation of clinical effectiveness and side effects, obtaining informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

- 2.** CONTRACTOR shall be responsible to provide and appropriately bill for Katie A. Subclass members if medically necessary and provided within the California Partners for Permanency (CAPP) and Katie A. Core Practice Model and in accordance with the "Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries":

a. Intensive Home Based Services (IHBS) may include, but are not limited to:

- 1.** Skill-based interventions for the remediation of behaviors or improvement of symptoms

2. Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others
 3. Development of skills or replacement behaviors that allow the child/youth to fully participate in the teaming process and service plans including but not limited to the plan and/or child welfare case plan
 4. Improvement in self-management of symptoms, including self-administration of medications as appropriate
 5. Education of the child/youth and/or their family or caregiver(s) about, and how to manage the child/youth's mental health disorder or symptoms
 6. Support of the development, maintenance and use of social networks including the use and natural and community resources
 7. Support to address behaviors that interfere with the achievement of a stable and permanent family life
 8. Support to address behaviors that interfere with seeking and maintaining a job
 9. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community
 - b. If it is deemed that the client requires IHBS services but that those services will be provided by a separate agency which is concurrently providing services to that client, then the clinical justification for that decision must be documented in the client's record. Clinical justification for this decision will be reviewed and audited by the Department of Behavioral Health's Managed Care Division.
 - c. Intensive Care Coordination (ICC) that requires active and ongoing participation in any teaming processes scheduled by CWS or by the Child Welfare Mental Health Team to insure coordination of all mental health treatment services that may involve one or more provider agency(ies), no less than every ninety (90) days for the child/youth.
 - d. ICC service components/activities include comprehensive assessment and periodic reassessment, development and periodic revision of the plan, referral, monitoring and follow-up activities and transition.
3. CONTRACTOR will be responsible to provide services in either an office-based or community-based setting. The location of service delivery will be determined based on the needs of the client, preference of the client, and clinical appropriateness. Based on current data, the expectation is that 70% of clients will prefer or require that their services be provided in a community-based setting. Location of service delivery

should be clinically justified and documented in the client record. Clinical justification will be reviewed and audited by the Department of Behavioral Health's Managed Care Division.

4. CONTRACTOR will be responsible to work cooperatively and collaboratively with CWS staff, Child Welfare Mental Health Program staff and all treatment providers, caregivers, and Foster Family Agencies to achieve the individual and collective treatment goals and support the CWS case plan, communicate/resolve barriers to care, provide continuity and warm hand-offs whenever possible when clients transition from higher to lower or lower to higher levels of care whether within or outside of Fresno County.
5. CONTRACTOR will provide its service delivery model for Katie A. Class and Subclass members from which the revenue projections were budgeted. This includes the frequency/duration of interventions during a specified timeframe from which COUNTY will monitor utilization and potential service capacity.
6. CONTRACTOR will be able to refer to other Fresno County Mental Health Plan providers, Managed Care Medi-Cal Health Plans and other community providers as may be appropriate and in concurrence with the CWMH program.
7. CONTRACTOR will identify evidence-based and/or best practices found effective in serving this target population. This includes the provision of training, ongoing sustainability and fidelity to a core competency to CONTRACTOR's mental health clinicians. To date, CONTRACTOR and COUNTY have agreed upon the provision of the following evidence-based practices: Dialectical Behavioral Therapy (DBT), Motivational Interviewing (MI), Nurturing Parenting Programs, Circle of Security (COS), Trauma-Focused Cognitive-Behavioral Therapy (TF-CBT), Trauma-Focused Integrated Play Therapy, Child-Centered Play Therapy (CCPT), Child-Parent Psychotherapy (CPP), Theraplay, Attachment-Focused Family Therapy (AFFT), Brief Strategic Family Therapy, Dyadic Developmental Psychotherapy (DDP), and Filial Therapy. This does not exclude other evidence-based, best or promising practice or therapeutic approaches that clinicians may have proficiency and meets the individualized treatment needs of the client. Any additions or deletions of previous COUNTY approved evidence-based practice by CONTRACTOR will require consultation with COUNTY.
8. CONTRACTOR will ensure that the Clinical Supervisors will oversee the work of the Clinicians, including approving documentation and claiming in the electronic medical records. The Clinical Supervisor shall be two (2) years post license and able to provide Board of Behavioral Sciences (BBS) supervision.

9. If CONTRACTOR has other agreements with COUNTY to provide mental health treatment services, it will establish criteria and protocols to insure referral to services are therapeutically appropriate, benefits the client and caregiver, achieves the client's treatment goals and supports the success of the CWS case plan and avoids any potential for perceived or actual conflict of interest or self-referral.

B. Affordable Care Act and Medi-Cal Managed Care Plan Requirements

1. CONTRACTOR understands that effective January 1, 2014, Medi-Cal managed care health plans (MCPs) are required to serve Medi-Cal beneficiaries with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from a mental health condition defined by the current Diagnostic and Statistical Manual. Outpatient benefits available through MCPs include:
 - a. Individual and group mental health evaluation and treatment (psychotherapy)
 - b. Psychological testing, when clinically indicated to evaluate a mental health condition;
 - c. Outpatient services for the purposes of monitoring drug therapy;
 - d. Psychiatric consultation; and,
 - e. Outpatient laboratory, drugs, supplies and supplements (excluding medications as described in the "Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services", or any updates thereof)
2. CONTRACTOR will comply with all requirements established by the California Department of Health Care Services, including all new forthcoming rules and regulations in relation to the Continuum of Care Reform (CCR), Fresno County Mental Health Plan and Medi-Cal managed care plans (MCPs) for screening, referral, and coordination of care when clinically appropriate.

C. Court-Specific Mental Health Services

1. CONTRACTOR will provide the following **court-ordered** mental health services to children and families in CWS:
 - a. **Mental Health Assessments**
Clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and use of testing procedures.
 - b. **Psychological and Neuropsychological Evaluations**
A structured, analytical interview with the client, minor, parent, or guardian, which consists of a clinical assessment, the use of testing instruments, a mental status examination, and a clinical diagnosis (as

defined/ruled out using the ICD-10) that is performed only by a Licensed Psychologist with at least five (5) years of postgraduate experience. Service also includes a review of CPS and mental health services received to date and contact with relevant others as necessary/possible. A second psychological or neuropsychological evaluation may be ordered and must be performed by a different Licensed Psychologist and independent of the first evaluation.

c. Bonding Studies

A structured, forensic, analytic interview that includes a mental health assessment (define or rule out clinical diagnosis using the ICD-10) for both parent(s) or whomever has been identified by the court to participate in the study, and the child(ren). The study includes assessment of the interaction between the parent(s) and the child(ren) and may include the use of testing instruments (as needed) to more accurately gauge the strength of the bond between parent and child. It may also include the current care provider(s) or prospective adoptive parent(s) when ordered by the court. These studies are to be performed only by a Licensed Mental Health Clinician with appropriate experience or a Waivered Psychologist working under a qualified Licensed Psychologist. A qualified Clinician will have completed twenty (20) hours of training in Child Custody as required by the California Board of Psychology (if the child is 0-36 months), training in the Marshak Interaction Method, and training or experience in providing forensic evaluations for the court.

d. Family Psychodynamic Formulation

A structured, analytical interview conducted by a Licensed Mental Health Clinician or Waivered Psychologist if under the supervision of a Licensed Psychologist, which consists of a clinical assessment (define or rule out clinical diagnosis using the ICD-10) and family session(s) with all relevant family members, to identify the roles inhabited by the members and their interactive patterns. Also includes a review of all available CPS and mental health interviews with relevant professionals (CPS, school personnel, therapists, etc.).

e. Attachment Assessments

A structured, analytical interview performed only by a Licensed Mental Health Clinician with appropriate experience that includes a clinical assessment of the interaction between the parent/caregiver(s) and the child. Infant Family Mental Health (IFMH) training is required if any of the children are 0-36 months. Testing instruments

may be used as needed to more accurately gauge the strength and quality of the attachment between parent and child.

2. CONTRACTOR will be responsible for any court reports and/or necessary testimony.

- a. **Court Reports**

Documented report of assessment and evaluation findings, progress in treatment, recommendations for treatment and service plan regarding reunification, maintenance and termination of parental rights, and justification for recommendations.

- b. **Court Testimony**

On-site court testimony of assessment and evaluation findings, treatment and service plan recommendations regarding reunification, maintenance and termination of parental rights, and justification for recommendations.

D. Administrative Meetings

1. CONTRACTOR shall meet with COUNTY staff monthly, or as often as needed, for monitoring of program services, client capacity, staffing levels and to exchange pertinent operational information, resolve problems, and coordinate services.
2. CONTRACTOR shall meet with COUNTY staff and other vendors for child welfare mental health services quarterly, or as often as needed, for discussion of program trends and resolution of concerns and problems across all vendors.
3. CONTRACTOR shall attend bi-monthly Contracted Provider Meetings held by DBH.

E. Data and Reporting

1. CONTRACTOR shall maintain and provide the COUNTY with statistics on the number of individuals/families to including but not limited to the following:
 - a. Number of clients referred for mental health assessments; average time between referral and the contact with caregiver; average time between referral and the assessment; number completed, number met within required timeframe number of missed/no show appointments, number that did not meet Medi-Cal medical necessity criteria
 - b. Number of clients referred for court-ordered services including type of service, average time between referral to

contact with the caregiver to schedule the appointment, average number of days between the referral and the court-ordered service, number of missed/no show appointments

- c. Average wait time between assessment and first visit with assigned therapist
- d. Average wait time between referral and provision of medication evaluation
- e. Unique clients served; units and dollars of services billed, average cost per client
- f. Number and reasons for closed cases
- g. Current number of active clients in ongoing treatment
- h. Current number of inactive cases
- i. Number of outpatient specialty mental health services
- j. Duration of treatment time for active clients.

This information will be provided to COUNTY on a monthly basis via an activity report template developed by the COUNTY and due no later than the 10th of each month.

- 2. CONTRACTOR shall maintain case files on each individual/family, including, but not limited to the following information:
 - a. Documentation of referrals to/from COUNTY, self-referrals and others;
 - b. Chronological record of individual and family services provided including relevant contact dates, incidents, actions taken, and results; and
 - c. Case closure summary, indicating the reasons for closure and the results of the services provided.
- 3. CONTRACTOR shall maintain secure case files with limited access only to designated staff to ensure confidentiality.
- 4. CONTRACTOR shall submit a monthly staffing report, due no later than the 10th of each month, detailing the total number of positions by discipline in the approved budget, number of staff hired (including licensure, ethnicity, bilingual language capability, clinical training/certification in evidence-based practice(s) and number of vacancies

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Provide mental health service referrals to CONTRACTOR for children and families in CWS.
- B. Designate a contact person for CONTRACTOR to communicate with when necessary.

- C. Meet with CONTRACTOR monthly, or as often as needed, to exchange pertinent information, resolve problems, and work together to coordinate referrals and services.
- D. Support coordination of Intensive Care Coordination meetings initially and no less than every ninety (90) days for a child/youth identified as requiring this service.
- E. Convene teaming meetings in alignment with California Partners for Permanency (CAPP), Senate Bill 163 Wraparound, and Katie A. Core Practice models for which CONTRACTOR will be required to participate, when appropriate.
- F. Provide education and training on CWS, practice models and Medi-Cal licensing, documentation and billing requirements, as needed.

III. PERFORMANCE MEASUREMENTS

Overall Service Objective:

CONTRACTOR will adhere to the outcome measures developed by COUNTY and any requirements established by the California Department of Social Services and the California Department of Health Services.

Services provided by the CONTRACTOR will align and support the principles of Fresno County's child welfare practice model, the *Katie A Settlement* Agreement, and the Senate Bill 163 Wraparound family-based service program. Mental Health Services will be integrated, timely, ongoing and uninterrupted in a family-focused, trauma-informed delivery model that supports the goals of the client plan developed by COUNTY. Intensive home-based mental health services are expected to provide children and families in the CWS system with effective treatment, improve outcomes, promote wellness, aid in resiliency, and maintain family relationships conducive to healthy emotional development.

Performance Outcomes and Measures:

Under the *Katie A. Settlement Agreement* and Implementation Plan, the California Departments of Health Care Services (DHCS) and Social Services (CDSS) are working to adopt statewide use of a data-informed system of performance oversight, accountability, and communication that efficiently monitors, measures, and evaluates access, quality, satisfaction, effectiveness, costs, and outcomes at the individual, program, and system levels.

Performance measurements developed by COUNTY will reflect the information required by DHCS and CDSS. The outcome measures and indicators provided below represent program goals to be achieved by CONTRACTOR in addition to CONTRACTOR-developed outcomes. COUNTY may adjust these outcome measurements, periodically, so as to best measure the success of clients and program. These outcome

measurements and indicators will continue to be developed in conjunction with CONTRACTOR, COUNTY, and the State Departments.

- A. Timeliness of Service** – CONTRACTOR will respond to referrals within the required timeframes, in order to engage with the clients as soon as possible.
1. Timely access to services from referral to assessment. The timeframe to contact the client and have the assessment scheduled, is as follows:
 - a. Crisis referrals: within three (3) days
 - b. Priority referrals: within fifteen (15) days
 - c. Standard referrals: within thirty (30) days.
 2. 100% of all assessments will be signed/completed within thirty (30) days.
 3. Timely access to service from assessment to ongoing treatment.
 4. Timely access to services from referral to medication evaluation, when appropriate.
- B. Access and Engagement** – CONTRACTOR will ensure that clients have access to treatment, that the client is actively involved in treatment, and that every effort is made to aid the client in successfully completing treatment.
1. CONTRACTOR will provide services in a location determined by the needs/preference of the client and clinical appropriateness. The expectation is that 70% of clients will prefer/require services in a community-based setting.
 2. CONTRACTOR will track the number, type, and location of services per client.
 3. CONTRACTOR will actively provide ICC and IHBS services.
 4. Clinician attendance at 100% of teaming meetings.
 5. CONTRACTOR will track the “no show” rate for treatment. The expectation is that this “no show” rate will not be more than 10%.
 6. CONTRACTOR will track the number and reasons for discharge. The expectation is that there will be a low number of discharges due to “no shows” and a low number of discharges in which the client has not successfully completed treatment.
 7. 70% of clients that maintain an open child welfare case will successfully complete treatment.
- C. Wellness, Recovery, and Resiliency Supports** – a collaborative approach to treatment strategies to aid in the successful completion of treatment, reunification, and reduction in recidivism
1. Improved Child Functioning
Improvement in relationships, behavior, and academic achievements, as demonstrated through tracking tools implemented by the CONTRACTOR.
 2. Improved Family Functioning
Improvement in ability to provide for and maintain a safe and stable environment for the child, as demonstrated

through tracking tools implemented by the CONTRACTOR.

3. Improved Parent Functioning
Improvement in relationships, behavior, and sustaining basic needs, as demonstrated through tracking tools implemented by the CONTRACTOR.
4. Effectiveness of discharge planning as demonstrated by referral and linkage to other COUNTY programs, community providers, and other community resources.
5. Placement, Stability, & Permanency
 - a. Number of placement changes while in treatment
 - b. Permanency status of clients

**CHILD WELFARE MENTAL HEALTH SERVICES (CWMH)
SUMMARY OF SERVICES**

ORGANIZATION: **Central Star Behavioral Health Inc.**

ADDRESS: 1501 Hughes Way, Suite 150
Long Beach, CA 90810

TELEPHONE: (310) 221-6336 (x125)

CONTACT PERSON: Kent Dunlap, Senior Vice President

CONTRACT PERIOD: July 1, 2017 – June 30, 2019

CONTRACT AMOUNT: \$4,000,000 (July 1, 2017 – June 30, 2018);
\$4,000,000 (July 1, 2018 – June 30, 2019)

SUMMARY OF SERVICES:

Central Star Behavioral Health, Inc., henceforth referred to as CONTRACTOR, will be responsible for providing medically necessary outpatient specialty mental health services for children and youth with serious emotional disturbance(s), parents with a serious mental illness, and court-specific services to children and families in Fresno County's Child Welfare Services (CWS) system. The majority of outpatient mental health services, such as assessments, plan development, therapy, rehabilitation services, crisis intervention, case management, intensive home based services and intensive care coordination are expected to be community-based and provided in the family's home or in the community, when possible. For those services provided in the office, CONTRACTOR will work closely with the caregiver to identify and assist, whenever possible, with any barriers to receiving care (i.e., lack of public/private transportation, scheduling of appointment days/hours, etc.).

SCHEDULE OF SERVICES:

The CONTRACTOR'S office(s) shall be open Monday through Friday, 9:00am to 5:00pm. Therapists (Mental Health Specialists) will be available to see clients and families for in-home appointments during the day, weekend, and evening hours, up to 8:00 pm. Group services will be provided during the day and evening hours, up to 8:00 pm, on a scheduled basis, at CONTRACTOR'S offices. The CONTRACTOR's office will be located at a site in the metropolitan or rural community that offers public transportation in close proximity, adequate parking, and in a secure setting. In addition to the Fresno metropolitan area, CONTRACTOR has agreed to serve the rural areas of Fresno County, as needed. Any addition or change to the location of office-based services must be approved by the COUNTY in advance of such a change.

TARGET POPULATION:

CONTRACTOR shall provide mental health services to all referred children, youth, parents, guardians, and foster parents involved with a child's CWS case. The target population includes children and youth as referred to in the *Katie A. Settlement Agreement* as members of the "class" and "subclass."

1. Katie A. "Class" is defined as children in California who:

- A. Are in foster care or are at imminent risk of foster care placement, and
- B. Have a mental illness or condition that has been documented, or would have been documented had an assessment been conducted, and
- C. Need individualized mental health services, including but not limited to, professionally acceptable assessments, behavioral support, case management, family support, crisis support, therapeutic foster care, and other medically necessary services in the home or in a home-like setting, to treat mental illness or condition.

Imminent Risk of foster care placement means that within the last 180 days, the child has been participating in voluntary family maintenance services; voluntary family reunification placements; and/or has been the subject of a referral/report to the Child Protective Services system regarding suspicions of abuse, neglect or abandonment.

Members of this class include children living with their parents, relatives, or in any variety of placements, such as group homes or foster homes.

2. Katie A. "Subclass" is identified as children in California who:

- A. Have an open child welfare service case; and
- B. Are full-scope Medi-Cal (Title XIX) eligible; and
- C. Meet the medical necessity criteria for Medi-Cal Outpatient Specialty Mental Health Services (SMHS) as set forth in CCR, Title 9, Section 1830.205 or Section 1830.210; and
- D. Currently in, or being considered for, wraparound, therapeutic foster care, specialized care rate due to behavioral health needs or other intensive Early and Periodic Screening Diagnostic and Treatment (EPSDT) services, including but not limited to therapeutic behavioral services or crisis stabilization/intervention; or
- E. Currently in, or being considered, for placement in a group home (Rate Classification 10 or above) or short term residential therapeutic program, as currently indicated,, a psychiatric hospital, 24-hour mental health treatment facility (e.g., psychiatric inpatient hospital, community residential treatment

facility); or has experienced three (3) or more placements within 24 months due to behavioral health needs

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

A. Outpatient Specialty Mental Health Services

1. CONTRACTOR will provide the following array of outpatient specialty mental health services to all referrals received from the Child Welfare Mental Health (CWMH) Team. CONTRACTOR shall accept the adequate number of referrals to meet CWMH demand and to cover program costs. Since July 2014, referrals have averaged approximately twenty (20) to twenty-five (25) per week for each vendor.

CONTRACTOR shall provide the following specialty mental health services for the duration, frequency and intensity based upon the individual needs of children and families in CWS and as determined to be clinically appropriate by a licensed/waivered mental health clinician. It is understood that a child who meets the definition of "Katie A. Subclass" does not, in and of itself, require a higher level or intensity of mental health treatment absent a clinical determination by the treating mental health clinician:

a. Mental Health Assessments

Clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and use of testing procedures.

b. Therapy

1. A therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries (see below) and may include family therapy at which the beneficiary is present.

- a. Individual
- b. Collateral
- c. Conjoint
- d. Family therapy
- e. Group therapy

Groups will be led by clinicians and supervised by a licensed clinician. Larger groups may be co-facilitated by two (2) unlicensed clinicians. Licensed Clinical Supervisors will provide in-vivo training, co-facilitation and supervision to ensure group facilitation is high quality, clinically effective, and appropriate.

c. Crisis Intervention

A service lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Activities may include, but are not limited to: assessment, therapy and service access to any significant support person in the beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary.

d. Case Management

Any service that assists a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community service. Services may include, but are not limited to, communication, coordination, and referral to available resources. CONTRACTOR will be responsible for monitoring service delivery to beneficiary by third parties, beneficiary progress and plan development.

e. Rehabilitation

Any activity that seeks to improve, maintain, or restore a beneficiary's functional, daily living, social, leisure, grooming, personal hygiene, and meal preparation skills while also providing access to support resources and medication education.

f. Plan Development

The development of client plans, approval of client plans, or monitoring of a beneficiary's progress.

g. Medication Support

Any service that includes prescribing, administering, dispensing and monitoring psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. Services may also include evaluation for the need of medication, evaluation of clinical effectiveness and side effects, obtaining informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

2. CONTRACTOR shall be responsible to provide and appropriately bill for Katie A. Subclass members if medically necessary and provided within the California Partners for Permanency (CAPP) and Katie A. Core Practice Model and in accordance with the "Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries":

a. Intensive Home Based Services (IHBS) may include, but are not limited to:

1. Skill-based interventions for the remediation of behaviors or improvement of symptoms

2. Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others
 3. Development of skills or replacement behaviors that allow the child/youth to fully participate in the teaming process and service plans including but not limited to the plan and/or child welfare case plan
 4. Improvement in self-management of symptoms, including self-administration of medications as appropriate
 5. Education of the child/youth and/or their family or caregiver(s) about, and how to manage the child/youth's mental health disorder or symptoms
 6. Support of the development, maintenance and use of social networks including the use and natural and community resources
 7. Support to address behaviors that interfere with the achievement of a stable and permanent family life
 8. Support to address behaviors that interfere with seeking and maintaining a job
 9. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community
 - b. If it is deemed that the client requires IHBS services but that those services will be provided by a separate agency which is concurrently providing services to that client, then the clinical justification for that decision must be documented in the client's record. Clinical justification for this decision will be reviewed and audited by the Department of Behavioral Health's Managed Care Division.
 - c. Intensive Care Coordination (ICC) that requires active and ongoing participation in any teaming processes scheduled by CWS or by the Child Welfare Mental Health Team to insure coordination of all mental health treatment services that may involve one or more provider agency(ies), no less than every ninety (90) days for the child/youth.
 - d. ICC service components/activities include comprehensive assessment and periodic reassessment, development and periodic revision of the plan, referral, monitoring and follow-up activities and transition.
3. CONTRACTOR will be responsible to provide services in either an office-based or community-based setting. The location of service delivery will be determined based on the needs of the client, preference of the client, and clinical appropriateness. Based on current data, the expectation is that 70% of clients will prefer or require that their services be provided in a community-based setting. Location of service delivery

should be clinically justified and documented in the client record. Clinical justification will be reviewed and audited by the Department of Behavioral Health's Managed Care Division.

4. CONTRACTOR will be responsible to work cooperatively and collaboratively with CWS staff, Child Welfare Mental Health Program staff, and all treatment providers, caregivers, and Foster Family Agencies to achieve the individual and collective treatment goals and support the CWS case plan, communicate/resolve barriers to care, provide continuity and warm hand-offs whenever possible when clients transition from higher to lower or lower to higher levels of care whether within or outside of Fresno County.
5. CONTRACTOR will provide its service delivery model for Katie A. Class and Subclass members from which the revenue projections were budgeted. This includes the frequency/duration of interventions during a specified timeframe from which COUNTY will monitor utilization and potential service capacity.
6. CONTRACTOR will be able to refer to other Fresno County Mental Health Plan providers, Managed Care Medi-Cal Health Plans and other community providers as may be appropriate and in concurrence with the CWMH program.
7. CONTRACTOR will identify evidence-based and/or best practices found effective in serving this target population. This includes the provision of training, ongoing sustainability and fidelity to a core competency to CONTRACTOR's mental health clinicians. To date, CONTRACTOR and COUNTY have agreed upon the provision of the following evidence-based practices: Cognitive Behavioral Therapy, Alternatives for Families, Cognitive Behavioral Therapy, and Child Parent Psychotherapy. This does not exclude other evidence-based, best or promising practice or therapeutic approaches that clinicians may have proficiency and meets the individualized treatment needs of the client. Any additions or deletions of previous COUNTY approved evidence-based practice by CONTRACTOR will require consultation with COUNTY.
8. CONTRACTOR will ensure that in the initial year of the Agreement, the Director will oversee the work of the Mental Health Specialists, including approving documentation and claiming in the eElectronic medical records. In FY 15-16, CONTRACTOR will add a Clinical Supervisor organizationally under the Director as the number of clinicians increase. The Clinical Supervisor shall be two (2) years post license and able to provide Board of Behavioral Sciences (BBS) supervision.
9. If CONTRACTOR has other agreements with COUNTY to provide mental health treatment services, it will establish criteria and protocols

to insure referral to services are therapeutically appropriate, benefits the client and caregiver, achieves the client's treatment goals and supports the success of the CWS case plan and avoids any potential for perceived or actual conflict of interest or self-referral.

B. Affordable Care Act and Medi-Cal Managed Care Plan Requirements

1. CONTRACTOR understands that effective January 1, 2014, Medi-Cal managed care health plans (MCPs) are required to serve Medi-Cal beneficiaries with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from a mental health condition defined by the current Diagnostic and Statistical Manual. Outpatient benefits available through MCPs include:
 - a. Individual and group mental health evaluation and treatment (psychotherapy)
 - b. Psychological testing, when clinically indicated to evaluate a mental health condition;
 - c. Outpatient services for the purposes of monitoring drug therapy;
 - d. Psychiatric consultation; and,
 - e. Outpatient laboratory, drugs, supplies and supplements (excluding medications as described in the forthcoming "Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services, or any updates thereof")
2. CONTRACTOR will comply with all requirements established by the California Department of Health Care Services, including all new forthcoming rules and regulations in relation to the Continuum of Care Reform (CCR), Fresno County Mental Health Plan and Medi-Cal managed care plans (MCPs) for screening, referral, and coordination of care when clinically appropriate.

C. Court-Specific Mental Health Services

1. CONTRACTOR will provide the following **court-ordered** mental health services to children and families in CWS:
 - a. **Mental Health Assessments**

Clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and use of testing procedures.
 - b. **Psychological and Neuropsychological Evaluations**

A structured, analytical interview with the client, minor, parent, or guardian, which consists of a clinical assessment, the use of testing instruments, a mental status examination, and a clinical diagnosis (as defined/ruled out using the ICD-10) that is performed only by a Licensed Psychologist with at least five (5) years of

postgraduate experience. Service also includes a review of CPS and mental health services received to date and contact with relevant others as necessary/possible. A second psychological or neuropsychological evaluation may be ordered and must be performed by a different Licensed Psychologist and independent of the first evaluation.

c. Bonding Studies

A structured, forensic, analytic interview that includes a mental health assessment (define or rule out clinical diagnosis using the ICD-10) for both parent(s) or whomever has been identified by the court to participate in the study, and the child(ren). The study includes assessment of the interaction between the parent(s) and the child(ren) and may include the use of testing instruments (as needed) to more accurately gauge the strength of the bond between parent and child. It may also include the current care provider(s) or prospective adoptive parent(s) when ordered by the court. These studies are to be performed only by a Licensed Mental Health Clinician with appropriate experience or a Waivered Psychologist working under a qualified Licensed Psychologist. A qualified Clinician will have completed twenty (20) hours of training in Child Custody as required by the California Board of Psychology (if the child is 0-36 months), training in the Marshak Interaction Method, and training or experience in providing forensic evaluations for the court.

d. Family Psychodynamic Formulation

A structured, analytical interview conducted by a Licensed Mental Health Clinician or Waivered Psychologist if under the supervision of a Licensed Psychologist, which consists of a clinical assessment (define or rule out clinical diagnosis using the ICD-10) and family session(s) with all relevant family members, to identify the roles inhabited by the members and their interactive patterns. Also includes a review of all available CPS and mental health interviews with relevant professionals (CPS, school personnel, therapists, etc.).

e. Attachment Assessments

A structured, analytical interview performed only by a Licensed Mental Health Clinician with appropriate experience that includes a clinical assessment of the interaction between the parent/caregiver(s) and the child. Infant Family Mental Health (IFMH) training is required if any of the children are 0-36 months. Testing instruments may be used as needed to more accurately gauge the

strength and quality of the attachment between parent and child.

2. CONTRACTOR will be responsible for any court reports and/or necessary testimony.

- a. **Court Reports**

Documented report of assessment and evaluation findings, progress in treatment, recommendations for treatment and service plan regarding reunification, maintenance and termination of parental rights, and justification for recommendations.

- b. **Court Testimony**

On-site court testimony of assessment and evaluation findings, treatment and service plan recommendations regarding reunification, maintenance and termination of parental rights, and justification for recommendations.

D. Administrative Meetings

1. CONTRACTOR shall meet with COUNTY staff monthly, or as often as needed, for monitoring of program services, client capacity, staffing levels and to exchange pertinent operational information, resolve problems, and coordinate services.
2. CONTRACTOR shall meet with COUNTY staff and other vendors for child welfare mental health services quarterly, or as often as needed, for discussion of program trends and resolution of concerns and problems across all vendors.
3. CONTRACTOR shall attend bi-monthly Contracted Provider Meetings held by DBH.

E. Data and Reporting

1. CONTRACTOR shall maintain and provide the COUNTY with statistics on the number of individuals/families including, but not limited to the following:
 - a. Number of clients referred for mental health assessments; average time between referral and the contact with caregiver; average time between referral and the assessment; number completed, number met within required timeframe; number of missed/no show appointments; number that did not meet Medi-Cal medical necessity criteria
 - b. Number of clients referred for court-ordered services including type of service, average time between referral to contact with the caregiver to schedule the appointment,

- average number of days between the referral and the court-ordered service, number of missed/no show appointments
- c. Average wait time between assessment and first visit with assigned therapist
- d. Average wait time between referral and provision of medication evaluation
- e. Unique clients served; units and dollars of services billed, average cost per client
- f. Number and reasons for closed cases
- g. Current number of active clients in ongoing treatment
- h. Current number of inactive cases
- i. Number of outpatient specialty mental health services
- j. Duration of treatment time for active clients

This information will be provided to COUNTY on a monthly basis via an activity report template developed by the COUNTY and due no later than the 10th of each month.

2. CONTRACTOR shall maintain case files on each individual/family, including, but not limited to the following information:
 - a. Documentation of referrals to/from COUNTY, self-referrals and others;
 - b. Chronological record of individual and family services provided including relevant contact dates, incidents, actions taken, and results; and
 - c. Case closure summary, indicating the reasons for closure and the results of the services provided.
3. CONTRACTOR shall maintain secure case files with limited access only to designated staff to ensure confidentiality.
4. CONTRACTOR shall submit a monthly staffing report, due no later than the 10th of each month, detailing the total number of positions by discipline in the approved budget, number of staff hired (including licensure, ethnicity, bilingual language capability, clinical training/certification in evidence-based practice(s), and number of vacancies.

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Provide mental health service referrals to CONTRACTOR for children and families in CWS.
- B. Designate a contact person for CONTRACTOR to communicate with when necessary.

- C. Meet with CONTRACTOR monthly, or as often as needed, to exchange pertinent information, resolve problems, and work together to coordinate referrals and services.
- D. Support coordination of Intensive Care Coordination meetings initially and no less than every ninety (90) days for a child/youth identified as requiring this service.
- E. Convene teaming meetings in alignment with California Partners for Permanency (CAPP), Senate Bill 163 Wraparound, and Katie A. Core Practice models for which CONTRACTOR will be required to participate, when appropriate.
- F. Provide education and training on CWS, practice models and Medi-Cal licensing, documentation and billing requirements, as needed.

III. PERFORMANCE MEASUREMENTS

Overall Service Objective:

CONTRACTOR will adhere to the outcome measures developed by COUNTY and any requirements established by the California Department of Social Services and the California Department of Health Services.

Services provided by the CONTRACTOR will align and support the principles of Fresno County's child welfare practice model, the *Katie A Settlement* Agreement, and the Senate Bill 163 Wraparound family-based service program. Mental Health Services will be integrated, timely, ongoing and uninterrupted in a family-focused, trauma-informed delivery model that supports the goals of the client plan developed by COUNTY. Intensive home-based mental health services are expected to provide children and families in the CWS system with effective treatment, improve outcomes, promote wellness, aid in resiliency, and maintain family relationships conducive to healthy emotional development.

Performance Outcomes and Measures:

Under the *Katie A. Settlement Agreement* and Implementation Plan, the California Departments of Health Care Services (DHCS) and Social Services (CDSS) are working to adopt statewide use of a data-informed system of performance oversight, accountability, and communication that efficiently monitors, measures, and evaluates access, quality, satisfaction, effectiveness, costs, and outcomes at the individual, program, and system levels.

Performance measurements developed by COUNTY will reflect the information required by DHCS and CDSS. The outcome measures and indicators provided below represent program goals to be achieved by CONTRACTOR in addition to CONTRACTOR-developed outcomes. COUNTY may adjust these outcome measurements, periodically, so as to best measure the success of clients and program. These outcome

measurements and indicators will continue to be developed in conjunction with CONTRACTOR, COUNTY, and the State Departments.

A. Timeliness of Service – CONTRACTOR will respond to referrals within the required timeframes, in order to engage with the clients as soon as possible.

1. Timely access to services from referral to assessment. The timeframe to contact the client and have the assessment scheduled, is as follows:
 - a. Crisis referrals: within three (3) days
 - b. Priority referrals: within fifteen (15) days
 - c. Standard referrals: within thirty (30) days.
2. 100% of all assessments will be signed/completed within thirty (30) days.
3. Timely access to service from assessment to ongoing treatment.
4. Timely access to services from referral to medication evaluation, when appropriate.

B. Access and Engagement – CONTRACTOR will ensure that clients have access to treatment, that the client is actively involved in treatment, and that every effort is made to aid the client in successfully completing treatment.

1. CONTRACTOR will provide services in a location determined by the needs/preference of the client and clinical appropriateness. The expectation is that 70% of clients will prefer/require services in a community-based setting.
2. CONTRACTOR will track the number, type, and location of services per client.
3. CONTRACTOR will actively provide ICC and IHBS services.
4. Clinician attendance at 100% of teaming meetings.
5. CONTRACTOR will track the “no show” rate for treatment. The expectation is that this “no show” rate will not be more than 10%.
6. CONTRACTOR will track the number and reasons for discharge. The expectation is that there will be a low number of discharges due to “no shows” and a low number of discharges in which the client has not successfully completed treatment.
7. 70% of clients that maintain an open child welfare case will successfully complete treatment.

C. Wellness, Recovery, and Resiliency Supports – a collaborative approach to treatment strategies to aid in the successful completion of treatment, reunification, and reduction in recidivism

1. Improved Child Functioning
Improvement in relationships, behavior, and academic achievements, as demonstrated through tracking tools implemented by the CONTRACTOR.

2. Improved Family Functioning

Improvement in ability to provide for and maintain a safe and stable environment for the child, as demonstrated through tracking tools implemented by the CONTRACTOR.

3. Improved Parent Functioning

Improvement in relationships, behavior, and sustaining basic needs, as demonstrated through tracking tools implemented by the CONTRACTOR.

4. Effectiveness of discharge planning as demonstrated by referral and linkage to other COUNTY programs, community providers, and other community resources.

5. Placement, Stability, & Permanency

- a.** Number of placement changes while in treatment
- b.** Permanency status of clients

**CHILD WELFARE SPECIALTY MENTAL HEALTH (CWMH)
SUMMARY OF SERVICES**

ORGANIZATION: **Uplift Family Services**

ADDRESS: 251 Llewellyn Avenue
Campbell, CA 95008-1940

TELEPHONE: (408) 379-3790

CONTACT PERSON: Marilyn Bamford, Executive Director, Central Region

CONTRACT PERIOD: July 1, 2017 – June 30, 2019

CONTRACT AMOUNT: \$4,000,000 (July 1, 2017 – June 30, 2018);
\$4,000,000 (July 1, 2018 – June 30, 2019)

SUMMARY OF SERVICES:

Uplift Family Services, henceforth referred to as CONTRACTOR, will be responsible for providing medically necessary outpatient specialty mental health services for children and youth with serious emotional disturbance(s), parents with a serious mental illness, court-specific services to children and families in Fresno County's Child Welfare Services (CWS) system. The majority of outpatient mental health services, such as assessments, plan development, therapy, rehabilitation services, crisis intervention, case management, intensive home based services and intensive care coordination are expected to be community-based and provided in the family's home or in the community when possible. For those services provided in the office, CONTRACTOR will work closely with the caregiver to identify and assist, whenever possible, with any barriers to receiving care (i.e., lack of public/private transportation, scheduling of appointment days/hours, etc.).

SCHEDULE OF SERVICES:

The CONTRACTOR's office(s) shall be open Monday through Friday, 8am-5pm. Clinicians will be available to see clients and families for in-home appointments during the day, weekend, and evening hours, up to 8:00 pm. Group services will be provided during the day and evening hours, up to 8:00 pm, on a scheduled basis, at CONTRACTOR's offices. The CONTRACTOR's office will be located at a site in the metropolitan or rural community that offers public transportation in close proximity, adequate parking, and in a secure setting. In addition to the Fresno metropolitan area, CONTRACTOR has agreed to serve the rural areas of Fresno County as needed. Any addition or change to the location of office-based services must be approved by the COUNTY in advance of such a change.

TARGET POPULATION:

CONTRACTOR shall provide mental health services to all referred children, youth, parents, guardians, and foster parents involved with a child's CWS case. The target population includes children and youth as referred to in the *Katie A. Settlement Agreement* as members of the "class" and "subclass."

1. Katie A. "Class" is defined as children in California who:

- A. Are in foster care or are at imminent risk of foster care placement, and
- B. Have a mental illness or condition that has been documented, or would have been documented had an assessment been conducted, and
- C. Need individualized mental health services, including but not limited to, professionally acceptable assessments, behavioral support, case management, family support, crisis support, therapeutic foster care, and other medically necessary services in the home or in a home-like setting, to treat mental illness or condition.

Imminent Risk of foster care placement means that within the last 180 days, the child has been participating in voluntary family maintenance services; voluntary family reunification placements; and/or has been the subject of a referral/report to the Child Protective Services system regarding suspicions of abuse, neglect or abandonment.

Members of this class include children living with their parents, relatives, or in any variety of placements, such as group homes or foster homes.

2. Katie A. "Subclass" is identified as children in California who:

- A. Have an open child welfare service case; and
- B. Are full-scope Medi-Cal (Title XIX) eligible; and
- C. Meet the medical necessity criteria for Medi-Cal Outpatient Specialty Mental Health Services (SMHS) as set forth in CCR, Title 9, Section 1830.205 or Section 1830.210; and
- D. Currently in, or being considered for, wraparound, therapeutic foster care, specialized care rate due to behavioral health needs or other intensive Early and Periodic Screening Diagnostic and Treatment (EPSDT) services, including but not limited to therapeutic behavioral services or crisis stabilization/intervention; or
- E. Currently in, or being considered for, placement in a group home (Rate Classification 10 or above) or short term residential therapeutic program, as currently indicated, a psychiatric hospital, 24-hour mental health treatment facility (e.g., psychiatric inpatient hospital, community residential treatment

facility); or has experienced three (3) or more placements within 24 months due to behavioral health needs.

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

A. Outpatient Specialty Mental Health Services

1. CONTRACTOR will provide the following array of outpatient specialty mental health services to all referrals received from the Child Welfare Mental Health (CWMH) Team. CONTRACTOR shall accept the adequate number of referrals to meet CWMH demand and to cover program costs. Since July 2014, referrals have averaged approximately twenty (20) to twenty-five (25) per week for each vendor.

CONTRACTOR shall provide the following specialty mental health services for the duration, frequency and intensity based upon the individual needs of children and families in CWS and as determined to be clinically appropriate by a licensed/waivered mental health clinician. It is understood that a child who meets the definition of "Katie A. Subclass" does not, in and of itself, require a higher level or intensity of mental health treatment absent a clinical determination by the treating mental health clinician:

a. Mental Health Assessments

Clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and use of testing procedures.

b. Therapy

1. A therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries (see below) and may include family therapy at which the beneficiary is present.

- a. Individual
- b. Collateral
- c. Conjoint
- d. Family therapy
- e. Group therapy

Groups will be led by clinicians and supervised by a licensed clinician. Larger groups may be co-facilitated by two (2) unlicensed clinicians. Licensed Clinical Supervisors will provide in-vivo training, co-facilitation and supervision to ensure group facilitation is high quality, clinically effective, and appropriate.

c. Crisis Intervention

A service lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Activities may include, but are not limited to: assessment, therapy and service access to any significant support person in the beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary.

d. Case Management

Any service that assists a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community service. Services may include, but are not limited to, communication, coordination, and referral to available resources. CONTRACTOR will be responsible for monitoring service delivery to beneficiary by third parties, beneficiary progress and plan development.

e. Rehabilitation

Any activity that seeks to improve, maintain, or restore a beneficiary's functional, daily living, social, leisure, grooming, personal hygiene, and meal preparation skills while also providing access to support resources and medication education.

f. Plan Development

The development of client plans, approval of client plans, or monitoring of a beneficiary's progress.

g. Medication Support

Any service that includes prescribing, administering, dispensing and monitoring psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. Services may also include evaluation for the need of medication, evaluation of clinical effectiveness and side effects, obtaining informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

2. CONTRACTOR shall be responsible to provide and appropriately bill for Katie A. Subclass members if medically necessary and provided within the California Partners for Permanency (CAPP) and Katie A. Core Practice Model and in accordance with the "Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries":

a. Intensive Home Based Services (IHBS) may include, but are not limited to:

1. Skill-based interventions for the remediation of behaviors or improvement of symptoms

2. Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others
 3. Development of skills or replacement behaviors that allow the child/youth to fully participate in the teaming process and service plans including but not limited to the plan and/or child welfare case plan
 4. Improvement in self-management of symptoms, including self-administration of medications as appropriate
 5. Education of the child/youth and/or their family or caregiver(s) about, and how to manage the child/youth's mental health disorder or symptoms
 6. Support of the development, maintenance and use of social networks including the use and natural and community resources
 7. Support to address behaviors that interfere with the achievement of a stable and permanent family life
 8. Support to address behaviors that interfere with seeking and maintaining a job
 9. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community
 - b. If it is deemed that the client requires IHBS services but that those services will be provided by a separate agency which is concurrently providing services to that client, then the clinical justification for that decision must be documented in the client's record. Clinical justification for this decision will be reviewed and audited by the Department of Behavioral Health's Managed Care Division.
 - c. Intensive Care Coordination (ICC) that requires active and ongoing participation in any teaming processes scheduled by CWS or by the Child Welfare Mental Health Team to insure coordination of all mental health treatment services that may involve one or more provider agency(ies), no less than every ninety (90) days for the child/youth.
 - d. ICC service components/activities include comprehensive assessment and periodic reassessment, development and periodic revision of the plan, referral, monitoring and follow-up activities and transition.
3. CONTRACTOR will be responsible to provide services in either an office-based or community-based setting. The location of service delivery will be determined based on the needs of the client, preference of the client, and clinical appropriateness. Based on the current data, the expectation is that 70% of clients will prefer or require that their services are provided in a community-based setting. Location of service

delivery should be clinically justified and documented in the client record. Clinical justification will be reviewed and audited by the Department of Behavioral Health's Managed Care Division.

4. CONTRACTOR will be responsible to work cooperatively and collaboratively with CWS staff, Child Welfare Mental Health Program staff, and all treatment providers, caregivers, and Foster Family Agencies to achieve the individual and collective treatment goals and support the CWS case plan, communicate/resolve barriers to care, provide continuity and warm hand-offs whenever possible when clients transition from higher to lower or lower to higher levels of care whether within or outside of Fresno County.
5. CONTRACTOR will provide its service delivery model for Katie A. Class and Subclass members from which the revenue projections were budgeted. This includes the frequency/duration of interventions during a specified timeframe from which COUNTY will monitor utilization and potential service capacity.
6. CONTRACTOR will be able to refer to other Fresno County Mental Health Plan providers, Managed Care Medi-Cal Health Plans and other community providers as may be appropriate and in concurrence with the CWMH program.
7. CONTRACTOR will identify evidence-based and/or best practices found effective in serving this target population. This includes the provision of training, ongoing sustainability and fidelity to a core competency to CONTRACTOR's mental health clinicians. To date, CONTRACTOR and COUNTY have agreed upon the provision of the following evidence-based practices: Seeking Safety, Motivational Interviewing, Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), and Psychoanalysis and Positive Psychology (PPP). This does not exclude other evidence-based, best or promising practice or therapeutic approaches that clinicians may have proficiency and meets the individualized treatment needs of the client. Any additions or deletions of previous COUNTY approved evidence-based practice by CONTRACTOR will require consultation with COUNTY.
8. CONTRACTOR will ensure that the Clinical Supervisors will oversee the work of the Clinicians, including approving documentation and claiming in the electronic medical records. The Clinical Supervisor shall be two (2) years post license and able to provide Board of Behavioral Sciences (BBS) supervision.
9. If CONTRACTOR has other agreements with COUNTY to provide mental health treatment services, it will establish criteria and protocols to insure referral to services are therapeutically appropriate, benefits the client and caregiver, achieves the client's treatment goals and supports

the success of the CWS case plan and avoids any potential for perceived or actual conflict of interest or self-referral.

B. Affordable Care Act and Medi-Cal Managed Care Plan Requirements

1. CONTRACTOR understands that effective January 1, 2014, Medi-Cal managed care health plans (MCPs) are required to serve Medi-Cal beneficiaries with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from a mental health condition defined by the current Diagnostic and Statistical Manual. Outpatient benefits available through MCPs include:
 - a. Individual and group mental health evaluation and treatment (psychotherapy)
 - b. Psychological testing, when clinically indicated to evaluate a mental health condition;
 - c. Outpatient services for the purposes of monitoring drug therapy;
 - d. Psychiatric consultation; and,
 - e. Outpatient laboratory, drugs, supplies and supplements (excluding medications as described in the forthcoming "Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health, or any updates thereof")
2. CONTRACTOR will comply with all requirements established by the California Department of Health Care Services, including all new forthcoming rules and regulations in relation to the Continuum of Care Reform (CCR), Fresno County Mental Health Plan and Medi-Cal managed care health plans (MCPs) for screening, referral, and coordination of care when clinically appropriate.

C. Court-Specific Mental Health Services

1. CONTRACTOR will provide the following **court-ordered** mental health services to children and families in CWS:
 - a. **Mental Health Assessments**

Clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and use of testing procedures.
 - b. **Psychological and Neuropsychological Evaluations**

A structured, analytical interview with the client, minor, parent, or guardian, which consists of a clinical assessment, the use of testing instruments, a mental status examination, and a clinical diagnosis (as defined/ruled out using the ICD-10) that is performed only by a Licensed Psychologist with at least five (5) years of postgraduate experience. Service also includes a review of CPS and mental health services received to date and

contact with relevant others as necessary/possible. A second psychological or neuropsychological evaluation may be ordered and must be performed by a different Licensed Psychologist and independent of the first evaluation.

c. Bonding Studies

A structured, forensic, analytic interview that includes a mental health assessment (define or rule out clinical diagnosis using the ICD-10) for both parent(s) or whomever has been identified by the court to participate in the study, and the child(ren). The study includes assessment of the interaction between the parent(s) and the child(ren) and may include the use of testing instruments (as needed) to more accurately gauge the strength of the bond between parent and child. It may also include the current care provider(s) or prospective adoptive parent(s) when ordered by the court. These studies are to be performed only by a Licensed Mental Health Clinician with appropriate experience or a Waivered Psychologist working under a qualified Licensed Psychologist. A qualified Clinician will have completed twenty (20) hours of training in Child Custody as required by the California Board of Psychology (if the child is 0-36 months), training in the Marshak Interaction Method, and training or experience in providing forensic evaluations for the court.

d. Family Psychodynamic Formulation

A structured, analytical interview conducted by a Licensed Mental Health Clinician or Waivered Psychologist if under the supervision of a Licensed Psychologist, which consists of a clinical assessment (define or rule out clinical diagnosis using the ICD-10) and family session(s) with all relevant family members, to identify the roles inhabited by the members and their interactive patterns. Also includes a review of all available CPS and mental health interviews with relevant professionals (CPS, school personnel, therapists, etc.).

e. Attachment Assessments

A structured, analytical interview performed only by a Licensed Mental Health Clinician with appropriate experience that includes a clinical assessment of the interaction between the parent/caregiver(s) and the child. Infant Family Mental Health (IFMH) training is required if any of the children are 0-36 months. Testing instruments may be used as needed to more accurately gauge the strength and quality of the attachment between parent and child.

2. CONTRACTOR will be responsible for any court reports and/or necessary testimony.

- a. **Court Reports**

Documented report of assessment and evaluation findings, progress in treatment, recommendations for treatment and service plan regarding reunification, maintenance and termination of parental rights, and justification for recommendations.

- b. **Court Testimony**

On-site court testimony of assessment and evaluation findings, treatment and service plan recommendations regarding reunification, maintenance and termination of parental rights, and justification for recommendations.

D. Administrative Meetings

1. CONTRACTOR shall meet with COUNTY staff monthly, or as often as needed, for monitoring of program services, client capacity, staffing levels and to exchange pertinent operational information, resolve problems, and coordinate services.
2. CONTRACTOR shall meet with COUNTY staff and other vendors for child welfare mental health services quarterly, or as often as needed, for discussion of program trends and resolution of concerns and problems across all vendors.
3. CONTRACTOR shall attend bi-monthly Contracted Provider Meetings held by DBH.

E. Data and Reporting

1. CONTRACTOR shall maintain and provide the COUNTY with statistics on the number of individuals/families including but not limited to the following:
 - a. Number of clients referred for mental health assessments; average time between referral and the contact with caregiver; average time between referral and the assessment; number completed, number met within required timeframe; number of missed/no show appointments, number that did not meet Medi-Cal medical necessity criteria
 - b. Number of clients referred for court-ordered services including type of service, average time between referral to contact with the caregiver to schedule the appointment, average number of days between the referral and the court-ordered service, number of missed/no show appointments

- c. Average wait time between assessment and first visit with assigned therapist
- d. Average wait time between referral and provision of medication evaluation
- e. Unique clients served; units and dollars of services billed, average cost per client
- f. Number and reasons for closed cases
- g. Current number of active clients in ongoing treatment
- h. Current number of inactive cases
- i. Number of outpatient specialty mental health services
- j. Duration of treatment time for active clients

This information will be provided to COUNTY on a monthly basis via an activity report template developed by the COUNTY and due no later than the 10th of each month.

2. CONTRACTOR shall maintain case files on each individual/family, including, but not limited to the following information:
 - a. Documentation of referrals to/from COUNTY, self-referrals and others;
 - b. Chronological record of individual and family services provided including relevant contact dates, incidents, actions taken, and results; and
 - c. Case closure summary, indicating the reasons for closure and the results of the services provided.
3. CONTRACTOR shall maintain secure case files with limited access only to designated staff to ensure confidentiality.
4. CONTRACTOR shall submit a monthly staffing report, due no later than the 10th of each month, detailing the total number of positions by discipline in the approved budget, number of staff hired (including licensure), ethnicity, bilingual language capability, clinical training/certification in evidence-based practice(s), and number of vacancies.

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Provide mental health service referrals to CONTRACTOR for children and families in CWS.
- B. Designate a contact person for CONTRACTOR to communicate with when necessary.
- C. Meet with CONTRACTOR monthly, or as often as needed, to exchange pertinent information, resolve problems, and work together to coordinate referrals and services.

- D. Support coordination of Intensive Care Coordination meetings initially and no less than every ninety (90) days for a child/youth identified as requiring this service.
- E. Convene teaming meetings in alignment with California Partners for Permanency (CAPP), Senate Bill 163 Wraparound, and Katie A. Core Practice models for which CONTRACTOR will be required to participate, when appropriate.
- F. Provide education and training on CWS, practice models and Medi-Cal licensing, documentation and billing requirements, as needed.

III. PERFORMANCE MEASUREMENTS

Overall Service Objective:

CONTRACTOR will adhere to the outcome measures developed by COUNTY and any requirements established by the California Department of Social Services and the California Department of Health Services.

Services provided by the CONTRACTOR will align and support the principles of Fresno County's child welfare practice model, the *Katie A Settlement* Agreement, and the Senate Bill 163 Wraparound family-based service program. Mental Health Services will be integrated, timely, ongoing and uninterrupted in a family-focused, trauma-informed delivery model that supports the goals of the client plan developed by COUNTY. Intensive home-based mental health services are expected to provide children and families in the CWS system with effective treatment, improve outcomes, promote wellness, aid in resiliency, and maintain family relationships conducive to healthy emotional development.

Performance Outcomes and Measures:

Under the *Katie A. Settlement Agreement* and Implementation Plan, the California Departments of Health Care Services (DHCS) and Social Services (CDSS) are working to adopt statewide use of a data-informed system of performance oversight, accountability, and communication that efficiently monitors, measures, and evaluates access, quality, satisfaction, effectiveness, costs, and outcomes at the individual, program, and system levels.

Performance measurements developed by COUNTY will reflect the information required by DHCS and CDSS. The outcome measures and indicators provided below represent program goals to be achieved by CONTRACTOR in addition to CONTRACTOR-developed outcomes. COUNTY may adjust these outcome measurements, periodically, so as to best measure the success of clients and program. These outcome measurements and indicators will continue to be developed in conjunction with CONTRACTOR, COUNTY, and the State Departments.

A. Timeliness of Service – CONTRACTOR will respond to referrals within the required timeframes, in order to engage with the clients as soon as possible.

1. Timely access to services from referral to assessment. The timeframe to contact the client and have the assessment scheduled, is as follows:
 - a. Crisis referrals: within three (3) days
 - b. Priority referrals: within fifteen (15) days
 - c. Standard referrals: within thirty (30) days.
2. 100% of all assessments will be signed/completed within thirty (30) days.
3. Timely access to service from assessment to ongoing treatment.
4. Timely access to services from referral to medication evaluation, when appropriate.

B. Access and Engagement – CONTRACTOR will ensure that clients have access to treatment, that the client is actively involved in treatment, and that every effort is made to aid the client in successfully completing treatment.

1. CONTRACTOR will provide services in a location determined by the needs/preference of the client and clinical appropriateness. The expectation is that 70% of clients will prefer/require services in a community-based setting.
2. CONTRACTOR will track the number, type, and location of services per client.
3. CONTRACTOR will actively provide ICC and IHBS services.
4. Clinician attendance at 100% of teaming meetings.
5. CONTRACTOR will track the “no show” rate for treatment. The expectation is that this “no show” rate will not be more than 10%.
6. CONTRACTOR will track the number and reasons for discharge. The expectation is that there will be a low number of discharges due to “no shows” and a low number of discharges in which the client has not successfully completed treatment.
7. 70% of clients that maintain an open child welfare case will successfully complete treatment.

C. Wellness, Recovery, and Resiliency Supports – a collaborative approach to treatment strategies to aid in the successful completion of treatment, reunification, and reduction in recidivism

1. Improved Child Functioning
Improvement in relationships, behavior, and academic achievements, as demonstrated through tracking tools implemented by the CONTRACTOR.
2. Improved Family Functioning
Improvement in ability to provide for and maintain a safe and stable environment for the child, as demonstrated

through tracking tools implemented by the CONTRACTOR.

3. Improved Parent Functioning
Improvement in relationships, behavior, and sustaining basic needs, as demonstrated through tracking tools implemented by the CONTRACTOR.
4. Effectiveness of discharge planning as demonstrated by referral and linkage to other COUNTY programs, community providers, and other community resources.
5. Placement, Stability, & Permanency
 - a. Number of placement changes while in treatment
 - b. Permanency status of clients

Child Welfare Mental Health Services

California Psychological Institute

July 1, 2017 to June 30, 2018

Budget Categories -				Total Proposed Budget		
Line Item Description (Must be itemized)			FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:						
0001	Clinical Director		1.00		\$125,000	\$125,000
0002	Psychiatrist		0.60		\$160,524	\$160,524
0003	Clinicians (Licensed)		6.00		\$468,915	\$468,915
0004	Psychologist		0.50		\$30,000	\$30,000
0005	Clinicians(Interns)		15.00		\$840,458	\$840,458
0006	Case Management /Rehab		10.00		\$464,373	\$464,373
0007	Support Staff/Admin		10.00	\$633,400		\$633,400
		SALARY TOTAL	43.10	\$633,400	\$2,089,270	\$2,722,670
PAYROLL TAXES:						
0030	OASDI					\$158,853
0031	FICA/MEDICARE					\$37,151
0032	U.I./FUTA					\$18,576
		PAYROLL TAX TOTAL		\$0	\$0	\$214,580
EMPLOYEE BENEFITS:						
0040	Retirement/Incentive					\$169,837
1170	Workers Compensation					\$25,000
0041	Health Insurance (medical vision, life, dental)					\$212,838
		EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$407,675
	SALARY & BENEFITS GRAND TOTAL					\$3,344,925
FACILITIES/EQUIPMENT EXPENSES:						
1010	Rent/Lease Building					\$266,075
1030	Rent/Lease Equipment					\$1,000
1050	Utilities					\$32,000
1052	Janitorial					\$30,000
1051	Maintenance (facility)					\$20,000
		FACILITY/EQUIPMENT TOTAL				\$349,075
OPERATING EXPENSES:						
1060	Telephone/Internet					\$32,000
1062	Postage					\$1,500
1070	Printing/Reproduction					\$7,500
1071	Publications					\$0
1072	Legal Notices/Advertising					\$13,000
1080	Office Supplies & Equipment					\$18,000
1090	Household Supplies					\$11,000
1100	Food					\$8,500
1120	Program Supplies					\$15,000
1121	Program Supplies - Psych Testing					\$3,000
1130	Transportation of Clients					\$500
1140	Staff Mileage/Vehicle Maintenance					\$65,000
1141	Staff Training/Registration					\$15,000
1075	Lodging					\$0
1076	Licenses/Taxes					\$5,000
		OPERATING EXPENSES TOTAL				\$195,000
FINANCIAL SERVICES EXPENSES:						

July 1, 2017 to June 30, 2018

1160	Accounting/Bookkeeping				\$5,000
1171	Liability Insurance				\$29,000
1072	Payroll Processing				\$12,000
	FINANCIAL SERVICES TOTAL				\$46,000
SPECIAL EXPENSES (Consultant/Etc.):					
1153	Consultant (network & data management)				\$15,000
1180	Translation Services				\$5,000
1085	Electronic Health Record				\$25,000
	SPECIAL EXPENSES TOTAL				\$45,000
FIXED ASSETS:					
2001	Computers & Software				\$10,000
2002	Furniture & Fixtures				\$10,000
	FIXED ASSETS TOTAL				\$20,000
	TOTAL PROGRAM EXPENSES				\$4,000,000
DIRECT SERVICE REVENUE:			Vol/Units of Svc	Rate	\$ Amt.
3000	Mental Health Services		1,201,297	\$2.84	\$3,411,683
	(Assessment, Plan of Care, Individual/Family/Group Therapy, Rehab)				
3100	Case Management, Linkage/Brokerage		107,682	\$2.21	\$237,977
3200	Crisis Intervention		440	\$4.15	\$1,826
3300	Medication Support		22,905	\$5.25	\$120,251
3400	Collateral		13,017	\$2.84	\$36,968
3700	ICC		31,389	\$2.21	\$69,370
3800	IHBS		21,494	\$2.84	\$61,043
	DIRECT SERVICE REVENUE TOTAL		1,398,224		\$3,939,119
			Medi-cal Revenue - 50% FFP		\$1,969,559
			Medi-cal Revenue - 40% EPSDT		\$1,575,648
			Medi-cal Revenue - 10% CGF		\$393,912
			Medi-cal Revenue		\$3,939,119
			Cost Per Unit		\$2.82
			Social Services Revenue		\$60,881
OTHER REVENUE:					
3600	Psychological evaluation		3,848	\$ 2.84	\$10,928
3500	Court Documentation, Report, Appearance		660	\$ 64.30	\$42,438
4000	Bonding Studies		2,646	\$ 2.84	\$7,515
	OTHER REVENUE/SOCIAL SERVICES TOTAL				\$60,881

Child Welfare Mental Health Services

California Psychological Institute

July 1, 2018 to June 30, 2019

Budget Categories -				Total Proposed Budget		
Line Item Description (Must be itemized)			FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:						
0001	Clinical Director		1.00		\$125,000	\$125,000
0002	Psychiatrist		0.60		\$160,524	\$160,524
0003	Clinicians (Licensed)		6.00		\$468,915	\$468,915
0004	Psychologist		0.50		\$30,000	\$30,000
0005	Clinicians(Interns)		15.00		\$840,458	\$840,458
0006	Case Management /Rehab		10.00		\$464,373	\$464,373
0007	Support Staff/Admin		10.00	\$633,400		\$633,400
		SALARY TOTAL	43.10	\$633,400	\$2,089,270	\$2,722,670
PAYROLL TAXES:						
0030	OASDI					\$158,853
0031	FICA/MEDICARE					\$37,151
0032	U.I./FUTA					\$18,576
		PAYROLL TAX TOTAL		\$0	\$0	\$214,580
EMPLOYEE BENEFITS:						
0040	Retirement/Incentive					\$169,837
1170	Workers Compensation					\$25,000
0041	Health Insurance (medical vision, life, dental)					\$212,838
		EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$407,675
	SALARY & BENEFITS GRAND TOTAL					\$3,344,925
FACILITIES/EQUIPMENT EXPENSES:						
1010	Rent/Lease Building					\$266,075
1030	Rent/Lease Equipment					\$1,000
1050	Utilities					\$32,000
1052	Janitorial					\$30,000
1051	Maintenance (facility)					\$20,000
		FACILITY/EQUIPMENT TOTAL				\$349,075
OPERATING EXPENSES:						
1060	Telephone/Internet					\$32,000
1062	Postage					\$1,500
1070	Printing/Reproduction					\$7,500
1071	Publications					\$0
1072	Legal Notices/Advertising					\$13,000
1080	Office Supplies & Equipment					\$18,000
1090	Household Supplies					\$11,000
1100	Food					\$8,500
1120	Program Supplies					\$15,000
1121	Program Supplies - Psych Testing					\$3,000
1130	Transportation of Clients					\$500
1140	Staff Mileage/Vehicle Maintenance					\$65,000
1141	Staff Training/Registration					\$15,000
1075	Lodging					\$0
1076	Licenses/Taxes					\$5,000
		OPERATING EXPENSES TOTAL				\$195,000
FINANCIAL SERVICES EXPENSES:						

Child Welfare Mental Health Services

California Psychological Institute

July 1, 2018 to June 30, 2019

1160	Accounting/Bookkeeping				\$5,000
1171	Liability Insurance				\$29,000
1072	Payroll Processing				\$12,000
	FINANCIAL SERVICES TOTAL				\$46,000
SPECIAL EXPENSES (Consultant/Etc.):					
1153	Consultant (network & data management)				\$15,000
1180	Translation Services				\$5,000
1085	Electronic Health Record				\$25,000
	SPECIAL EXPENSES TOTAL				\$45,000
FIXED ASSETS:					
2001	Computers & Software				\$10,000
2002	Furniture & Fixtures				\$10,000
	FIXED ASSETS TOTAL				\$20,000
				TOTAL PROGRAM EXPENSES	\$4,000,000
DIRECT SERVICE REVENUE:			Vol/Units of	Rate	\$ Amt.
			Svc		
3000	Mental Health Services		1,201,297	\$2.84	\$3,411,683
	<i>(Assessment, Plan of Care, Individual/Family/Group Therapy, Rehab)</i>				
3100	Case Management, Linkage/Brokerage		107,682	\$2.21	\$237,977
3200	Crisis Intervention		440	\$4.15	\$1,826
3300	Medication Support		22,905	\$5.25	\$120,251
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				Medi-cal Revenue - 50% FFP	\$1,969,559
				Medi-cal Revenue - 40% EPSDT	\$1,575,648
				Medi-cal Revenue - 10% CGF	\$393,912
				Medi-cal Revenue	\$3,939,119
				Cost Per Unit	\$2.82
				Social Services Revenue	\$60,881
OTHER REVENUE:					
3600	Psychological evaluation		3,848	\$ 2.84	\$10,928
3500	Court Documentation, Report, Appearance		660	\$ 64.30	\$42,438
4000	Bonding Studies		2,646	\$ 2.84	\$7,515
4100	Non Medi-Cal contribution				\$0
	OTHER REVENUE/SOCIAL SERVICES TOTAL				\$60,881

Child Welfare Mental Health Services

Central Star Behavioral Health

July 1, 2017 to June 30, 2018

Budget Categories -				Total Proposed Budget		
Line Item Description (Must be itemized)			FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:						
0001	Administrator		0.40	\$52,582	\$0	\$52,582
0002	Supervisor		4.00	\$0	\$343,305	\$343,305
0003	Psychologist		0.20	\$0	\$25,502	\$25,502
0004	Mental Health Specialist II		24.00	\$0	\$1,234,066	\$1,234,066
0005	Psychiatrist		0.20	\$0	\$119,170	\$119,170
0006	Training Coordinator		1.00	\$59,051	\$0	\$59,051
0007	Training Assistant		0.50	\$15,735	\$0	\$15,735
0008	Human Resources Coordinator		0.50	\$25,813	\$0	\$25,813
0009	Quality Assurance Coordinator		1.50	\$94,068	\$0	\$94,068
0010	Case Manager		4.00	\$0	\$144,775	\$144,775
0011	Community Services Clerk		3.50	\$116,265	\$0	\$116,265
0012	Starlight Allocated Wages (benefits below)		1.00	\$70,049	\$0	\$70,049
		SALARY TOTAL	40.80	\$433,563	\$1,866,818	\$2,300,382
PAYROLL TAXES:						
0030	FICA/MEDICARE			\$33,168	\$142,812	\$175,979
0031	SUI			\$3,080	\$12,320	\$15,400
0032	FUTA			\$4,480	\$17,920	\$22,400
		PAYROLL TAX TOTAL		\$40,728	\$173,052	\$213,779
EMPLOYEE BENEFITS:						
0040	Retirement			\$9,538	\$41,070	\$50,608
0041	Workers Compensation			\$13,007	\$56,005	\$69,011
0042	Health Insurance (medical, vision, life, dental)			\$58,748	\$252,020	\$310,768
		EMPLOYEE BENEFITS TOTAL		\$81,293	\$349,095	\$430,390
		SALARY & BENEFITS GRAND TOTAL				\$2,944,552
FACILITIES/EQUIPMENT EXPENSES:						
1010	Facility Rent					\$84,596
1011	Leased Equipment					\$18,299
1012	Utilities					\$25,002
1013	Maintenance (facility)					\$28,049
		FACILITY/EQUIPMENT TOTAL				\$155,946
OPERATING EXPENSES:						
1060	Telephone					\$30,106
1061	Education and Training					\$37,232
1062	Licenses					\$6,238
1063	Office Supplies					\$16,300
1064	Staff Mileage					\$58,839
1065	Centralized Program Services					\$130,802
1066	Food Snacks					\$8,060
		OPERATING EXPENSES TOTAL				\$287,577
FINANCIAL SERVICES EXPENSES:						
1080	Centralized Services					\$269,874
1081	Centralized fiscal service .05					\$200,000
1082	Insurance					\$19,547
		FINANCIAL SERVICES TOTAL				\$489,421

Child Welfare Mental Health Services

Central Star Behavioral Health

July 1, 2017 to June 30, 2018

SPECIAL EXPENSES (Consultant/Etc.):					
1087	Professional Fees				\$17,313
1088	Purchased Services				\$73,721
1089	Recruitment				\$5,033
1090					
	SPECIAL EXPENSES TOTAL				\$96,067
FIXED ASSETS:					
2000	IT Minor Equipment				\$18,940
2001	Furniture				\$7,500
	FIXED ASSETS TOTAL				\$26,440
				TOTAL PROGRAM EXPENSES	\$4,000,000
DIRECTIONS OF SERVICE:					
			Vol/Units of Svc	Rate	\$ Amt.
3000	Mental Health Services		746,297	\$2.81	\$2,097,097
	<i>(Assessment, Plan of Care, Individual/Family/Group Therapy, Rehab)</i>				
3100	Case Management, Linkage/Brokerage		113,472	\$2.17	\$246,234
3200	Crisis Intervention		0	\$4.17	\$0
3300	Medication Support		39,744	\$5.18	\$205,874
3400	Collateral		296,069	\$2.81	\$831,955
3500	ICC		92,196	\$2.17	\$200,065
3600	IHBS		84,151	\$2.81	\$236,464
	DIRECT SERVICE REVENUE TOTAL		1,371,929		\$3,817,688
				Medi-cal Revenue - 50% FFP	\$1,908,844
				Medi-cal Revenue - 40% EPSDT	\$1,527,075
				Medi-cal Revenue - 10% CGF	\$381,769
				Medi-cal Revenue	\$3,817,688
				Cost Per Unit	\$2.78
				Social Services Revenue	\$182,312
OTHER REVENUE:					
3700	Psychological Evaluations		12,400	\$2.81	\$34,844
3800	Bonding Studies		6,400	\$2.81	\$17,984
3900	Court Documentation, Reports		23,040	\$2.81	\$64,742
4000	Court Appearance		23,040	\$2.81	\$64,742
	OTHER REVENUE/SOCIAL SERVICES TOTAL				\$182,312
				TOTAL PROGRAM REVENUE	\$4,000,000

Child Welfare Mental Health Services

Central Star Behavioral Health

July 1, 2018 to June 30, 2019

Budget Categories -				Total Proposed Budget		
Line Item Description (Must be itemized)			FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:						
0001	Administrator		0.40	\$52,582	\$0	\$52,582
0002	Supervisor		4.00	\$0	\$343,305	\$343,305
0003	Psychologist		0.20	\$0	\$25,502	\$25,502
0004	Mental Health Specialist II		24.00	\$0	\$1,234,066	\$1,234,066
0005	Psychiatrist		0.20	\$0	\$119,170	\$119,170
0006	Training Coordinator		1.00	\$59,051	\$0	\$59,051
0007	Training Assistant		0.50	\$15,735	\$0	\$15,735
0008	Human Resources Coordinator		0.50	\$25,813	\$0	\$25,813
0009	Quality Assurance Coordinator		1.50	\$94,068	\$0	\$94,068
0010	Case Manager		4.00	\$0	\$144,775	\$144,775
0011	Community Services Clerk		3.50	\$116,265	\$0	\$116,265
0014	Starlight Allocated Wages (benefits below)		1.00	\$70,049	\$0	\$70,049
		SALARY TOTAL	40.80	\$433,563	\$1,866,818	\$2,300,382
PAYROLL TAXES:						
0030	FICA/MEDICARE			\$33,168	\$142,812	\$175,979
0031	SUI			\$3,080	\$12,320	\$15,400
0032	FUTA			\$4,480	\$17,920	\$22,400
		PAYROLL TAX TOTAL		\$40,728	\$173,052	\$213,779
EMPLOYEE BENEFITS:						
0040	Retirement			\$9,538	\$41,070	\$50,608
0041	Workers Compensation			\$13,007	\$56,005	\$69,011
0042	Health Insurance (medical, vision, life, dental)			\$58,748	\$252,020	\$310,768
		EMPLOYEE BENEFITS TOTAL		\$81,293	\$349,095	\$430,390
		SALARY & BENEFITS GRAND TOTAL				\$2,944,552
FACILITIES/EQUIPMENT EXPENSES:						
1010	Facility Rent					\$84,596
1011	Leased Equipment					\$18,299
1012	Utilities					\$25,002
1013	Maintenance (facility)					\$28,049
		FACILITY/EQUIPMENT TOTAL				\$155,946
OPERATING EXPENSES:						
1060	Telephone					\$30,106
1061	Education and Training					\$37,232
1062	Licenses					\$6,238
1063	Office Supplies					\$16,300
1064	Staff Mileage					\$58,839
1065	Centralized Program Services					\$130,802
1066	Food Snacks					\$8,060
		OPERATING EXPENSES TOTAL				\$287,577
FINANCIAL SERVICES EXPENSES:						
1080	Centralized Services					\$269,874
1081	Centralized fiscal service .05					\$200,000
1082	Insurance					\$19,547
		FINANCIAL SERVICES TOTAL				\$489,421

Child Welfare Mental Health Services

Central Star Behavioral Health

July 1, 2018 to June 30, 2019

SPECIAL EXPENSES (Consultant/Etc.):					
1087	Professional Fees				\$17,313
1088	Purchased Services				\$73,719
1089	Recruitment				\$5,033
1090					
	SPECIAL EXPENSES TOTAL				\$96,065
FIXED ASSETS:					
2000	IT Minor Equipment				\$18,940
2001	Furniture				\$7,500
	FIXED ASSETS TOTAL				\$26,440
		TOTAL PROGRAM EXPENSES			\$4,000,000
DIRECT SERVICE REVENUE:			Vol/Units of Svc	Rate	\$ Amt.
3000		Mental Health Services	746,297	\$2.81	\$2,097,097
		(Assessment, Plan of Care, Individual/Family/Group Therapy, Rehab)			
3100		Case Management, Linkage/Brokerage	113,472	\$2.17	\$246,234
3200		Crisis Intervention	0	\$4.17	\$0
3300		Medication Support	39,744	\$5.18	\$205,874
3400		Collateral	296,069	\$2.81	\$831,955
3500		ICC	92,196	\$2.17	\$200,065
3600		IHBS	84,151	\$2.81	\$236,464
		DIRECT SERVICE REVENUE TOTAL	1,371,929		\$3,817,688
			Medi-cal Revenue - 50% FFP		\$1,908,844
			Medi-cal Revenue - 40% EPSDT		\$1,527,075
			Medi-cal Revenue - 10% CGF		\$381,769
			Medi-cal Revenue		\$3,817,688
			Cost Per Unit		\$2.78
			Social Services Revenue		\$182,312
OTHER REVENUE:					
3700		Psychological Evaluations	12,400	\$2.81	\$34,844
3800		Bonding Studies	6,400	\$2.81	\$17,984
3900		Court Documentation, Reports	23,040	\$2.81	\$64,742
4000		Court Appearance	23,040	\$2.81	\$64,742
		OTHER REVENUE/SOCIAL SERVICES TOTAL			\$182,312
		TOTAL PROGRAM REVENUE			\$4,000,000

Child Welfare Mental Health Services

Uplift Family Services

July 1, 2017 to June 30, 2018

Budget Categories -				Total Proposed Budget		
Line Item Description (Must be itemized)			FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:						
0001	Clinician I		19.00		\$995,776	\$995,776
0002	Clinician II		4.00		\$221,006	\$221,006
0003	Family Specialist		3.00		\$105,682	\$105,682
0004	Associate Director		1.00		\$83,985	\$83,985
0005	Clinical Program Manager		4.00		\$285,169	\$285,169
0006	Clinical Coordinator		1.00		\$76,268	\$76,268
0007	Client Service Coordinator		1.00		\$44,410	\$44,410
0008	Program Shared Staff		4.94	\$259,372		\$259,372
		SALARY TOTAL	37.94	\$259,372	\$1,812,296	\$2,071,668
PAYROLL TAXES:						
0030	OASDI			\$16,004	\$111,853	\$127,857
0031	FICA/MEDICARE			\$3,743	\$26,159	\$29,902
0032	U.I.			\$2,581	\$18,036	\$20,617
		PAYROLL TAX TOTAL		\$22,328	\$156,048	\$178,376
EMPLOYEE BENEFITS:						
0040	Retirement			\$10,328	\$72,156	\$82,484
0041	Workers Compensation			\$3,872	\$27,060	\$30,932
0042	Health Insurance (medical vision, life, dental)			\$64,533	\$451,008	\$515,541
		EMPLOYEE BENEFITS TOTAL		\$78,733	\$550,224	\$628,957
	SALARY & BENEFITS GRAND TOTAL					\$2,879,001
FACILITIES/EQUIPMENT EXPENSES:						
1010	Rent/Lease Building					\$114,386
1011	Rent/Lease Equipment					\$31,829
1012	Utilities					\$0
1013	Janitorial					\$0
1014	Maintenance (facility)					\$9,216
1015	Security					\$0
1016	Maintenance (durable medical equipment)					\$0
1017	Depreciation					\$6,554
		FACILITY/EQUIPMENT TOTAL				\$161,985
OPERATING EXPENSES:						
1060	Telephone					\$56,633
1061	Answering Service					\$0
1062	Postage					\$2,452
1063	Printing/Reproduction					\$0
1064	Publications					\$450
1065	Legal Notices/Advertising					\$0
1066	Office Supplies & Equipment					\$10,458
1067	Household Supplies					\$0
1068	Food					\$0
1069	Program Supplies - Therapeutic					\$53,576
1070	Program Supplies - Medical					\$0
1071	Transportation of Clients					\$0
1072	Staff Mileage/Vehicle Maintenance					\$72,381
1073	Staff Travel (Out of County)					\$0

Child Welfare Mental Health Services

Uplift Family Services

July 1, 2017 to June 30, 2018

1074	Staff Training/Registration				\$44,350
1075	Lodging				\$0
	OPERATING EXPENSES TOTAL				\$240,300
FINANCIAL SERVICES EXPENSES:					
1080	Accounting/Bookkeeping				\$0
1081	External Audit				\$3,015
1082	Liability Insurance				\$19,779
1083	Other - Administrative Overhead				\$600,000
	FINANCIAL SERVICES TOTAL				\$622,794
SPECIAL EXPENSES (Consultant/Etc.):					
1087	Consultant (network & data management)				\$43,600
1088	Translation Services				\$0
1089	Medication Supports				\$52,320
1090	Food Service				\$0
1091	Laundry Service				\$0
1092	Medical Waste Disposal				\$0
1093	Nutritionist Services				\$0
1094	X-ray and EKG Services				\$0
1095	Pharmaceutical Consultant				\$0
1096	Medical Services				\$0
1097	On Call Staff				\$0
	SPECIAL EXPENSES TOTAL				\$95,920
FIXED ASSETS:					
2000	Computers & Software				\$0
2001	Furniture & Fixtures				\$0
	FIXED ASSETS TOTAL				\$0
TOTAL PROGRAM EXPENSES					\$4,000,000
DIRECT SERVICE REVENUE:			Vol/Units of Svc	Rate	\$ Amt.
3000	Mental Health Services		1,030,790	\$2.61	\$2,690,362
	(Assessment, Plan of Care, Individual/Family/Group Therapy, Rehab)				
3100	Case Management, Linkage/Brokerage		169,445	\$2.02	\$342,279
3200	Crisis Intervention		0	\$3.88	\$0
3300	Medication Support		14,120	\$4.82	\$68,058

Child Welfare Mental Health Services

Uplift Family Services

July 1, 2017 to June 30, 2018

3400		Collateral		84,722	\$2.61	\$221,124
3500		ICC		28,242	\$2.02	\$57,049
3600		IHBS		84,723	\$2.61	\$221,127
		DIRECT SERVICE REVENUE TOTAL		1,412,042		\$3,600,000
				Medi-cal Revenue - 50% FFP		\$1,800,000
				Medi-cal Revenue - 40% EPSDT		\$1,440,000
				Medi-cal Revenue - 10% CGF		\$360,000
				Medi-cal Revenue		\$3,600,000
				Cost Per Unit		\$2.55
				Social Services Revenue		\$400,000
OTHER REVENUE:						
4000		Court Documentation, Report, Appearance		673	\$ 59.41	\$40,000
4100		Psychological Evaluations		14,400	\$ 2.89	\$41,616
4200		Child Welfare System				\$318,384
		OTHER REVENUE/SOCIAL SERVICES TOTAL				\$400,000
				TOTAL PROGRAM REVENUE		\$4,000,000

Child Welfare Mental Health Services

Uplift Family Services

July 1, 2018 to June 30, 2019

Budget Categories -				Total Proposed Budget		
Line Item Description (Must be itemized)			FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:						
0001	Clinician I		19.00		\$1,025,513	\$1,025,513
0002	Clinician II		4.00		\$227,606	\$227,606
0003	Family Specialist		3.00		\$108,838	\$108,838
0004	Associate Director		1.00		\$86,493	\$86,493
0005	Clinical Program Manager		4.00		\$293,685	\$293,685
0006	Clinical Coordinator		1.00		\$78,546	\$78,546
0007	Client Service Coordinator		1.00		\$45,736	\$45,736
0008	Program Shared Staff		4.94	\$266,337		\$266,337
		SALARY TOTAL	37.94	\$266,337	\$1,866,417	\$2,132,754
PAYROLL TAXES:						
0030	OASDI			\$16,436	\$115,208	\$131,644
0031	FICA/MEDICARE			\$3,844	\$26,944	\$30,788
0032	U.I.			\$2,651	\$18,576	\$21,227
		PAYROLL TAX TOTAL		\$22,931	\$160,728	\$183,659
EMPLOYEE BENEFITS:						
0040	Retirement			\$10,602	\$74,328	\$84,930
0041	Workers Compensation			\$3,979	\$27,876	\$31,855
0042	Health Insurance (medical vision, life, dental)			\$66,275	\$483,120	\$549,395
		EMPLOYEE BENEFITS TOTAL		\$80,856	\$585,324	\$666,180
	SALARY & BENEFITS GRAND TOTAL					\$2,982,593
FACILITIES/EQUIPMENT EXPENSES:						
1010	Rent/Lease Building					\$114,268
1011	Rent/Lease Equipment					\$15,348
1012	Utilities					\$0
1013	Janitorial					\$0
1014	Maintenance (facility)					\$2,006
1015	Security					\$0
1016	Maintenance (durable medical equipment)					\$0
1017	Depreciation					\$6,547
		FACILITY/EQUIPMENT TOTAL				\$138,169
OPERATING EXPENSES:						
1060	Telephone					\$56,625
1061	Answering Service					\$0
1062	Postage					\$2,450
1063	Printing/Reproduction					\$0
1064	Publications					\$449
1065	Legal Notices/Advertising					\$0
1066	Office Supplies & Equipment					\$10,243
1067	Household Supplies					\$0
1068	Food					\$0
1069	Program Supplies - Therapeutic					\$12,879
1070	Program Supplies - Medical					\$0
1071	Transportation of Clients					\$0
1072	Staff Mileage/Vehicle Maintenance					\$72,375
1073	Staff Travel (Out of County)					\$0

Child Welfare Mental Health Services

Uplift Family Services

July 1, 2018 to June 30, 2019

1074	Staff Training/Registration				\$22,506
1075	Lodging				\$0
	OPERATING EXPENSES TOTAL				\$177,527
	FINANCIAL SERVICES EXPENSES:				
1080	Accounting/Bookkeeping				\$0
1081	External Audit				\$3,015
1082	Liability Insurance				\$19,776
1083	Other - Administrative Overhead				\$600,000
	FINANCIAL SERVICES TOTAL				\$622,791
	SPECIAL EXPENSES (Consultant/Etc.):				
1087	Consultant (network & data management)				\$26,600
1088	Translation Services				\$0
1089	Medication Supports				\$52,320
1090	Food Service				\$0
1091	Laundry Service				\$0
1092	Medical Waste Disposal				\$0
1093	Nutritionist Services				\$0
1094	X-ray and EKG Services				\$0
1095	Pharmaceutical Consultant				\$0
1096	Medical Services				\$0
1097	On Call Staff				\$0
	SPECIAL EXPENSES TOTAL				\$78,920
	FIXED ASSETS:				
2000	Computers & Software				\$0
2001	Furniture & Fixtures				\$0
	FIXED ASSETS TOTAL				\$0
				TOTAL PROGRAM EXPENSES	\$4,000,000
DIRECT SERVICE REVENUE:			Vol/Units of	Rate	\$ Amt.
			Svc		
3000	Mental Health Services		1,030,790	\$2.61	\$2,690,362
	(Assessment, Plan of Care, Individual/Family/Group Therapy, Rehab)				
3100	Case Management, Linkage/Brokerage		169,445	\$2.02	\$342,279
3200	Crisis Intervention		0	\$3.88	\$0
3300	Medication Support		14,120	\$4.82	\$68,058

Child Welfare Mental Health Services

Uplift Family Services

July 1, 2018 to June 30, 2019

3400		Collateral		84,722	\$2.61	\$221,124
3500		ICC		28,242	\$2.02	\$57,049
3600		IHBS		84,723	\$2.61	\$221,127
		DIRECT SERVICE REVENUE TOTAL		1,412,042		\$3,600,000
				Medi-cal Revenue - 50% FFP		\$1,800,000
				Medi-cal Revenue - 40% EPSDT		\$1,440,000
				Medi-cal Revenue - 10% CGF		\$360,000
				Medi-cal Revenue		\$3,600,000
				Cost Per Unit		\$2.55
				Social Services Revenue		\$400,000
OTHER REVENUE:						
4000		Court Documentation, Report, Appearance		673	\$ 59.41	\$40,000
4100		Psychological Evaluations		14,400	\$ 2.89	\$41,616
4200		Child Welfare System				\$318,384
		OTHER REVENUE/SOCIAL SERVICES TOTAL				\$400,000
				TOTAL PROGRAM REVENUE		\$4,000,000

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

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

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

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

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

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

☐ **Other:** _____

Job Title (if different from Discipline): _____

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

Documentation Standards for Client Records

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

A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

B. Client Plans

1. Client plans will:

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

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

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

- The client record will provide timely documentation of relevant aspects of client care
- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions

- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
- All entries will include the date services were provided
- The record will be legible
- The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

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

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

C. Suspension of Compensation

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

5. PATIENTS' RIGHTS

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

Medi-Cal Organizational Provider Standards

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

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

Fresno County Mental Health Plan Grievances and Appeals Process

Grievances

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

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

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

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

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 ninety (90) calendar days of the date of the receipt of the non-approval of payment.

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

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

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

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

FRESNO COUNTY MENTAL HEALTH PLAN

GRIEVANCES AND INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

- Incident Report should be sent to:
DBH Program Supervisor

INCIDENT REPORT WORKSHEET

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

Name/DMH # _____

1. Background information of the incident:

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

Who was affected? (If other than consumer) _____

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

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

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

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

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

- | | YES | NO |
|--|--------------------------|--------------------------|
| <p>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?</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>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?</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>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)</p> | <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).

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