

**PSYCHIATRIC SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ 1st \_\_\_\_ day of \_\_\_\_ May \_\_\_\_, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as “**COUNTY**”, and, **Central California Faculty Medical Group, Inc. (CCFMG)**, a California professional corporation, whose address is 2625 East Divisadero Street, California, 93721, hereinafter referred to as “**CONTRACTOR**,” collectively, “the parties.”

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), has a need for licensed psychiatrists in order to provide psychiatric services to clients, as well as additional services required by COUNTY as stated herein; and

WHEREAS, CONTRACTOR is qualified and willing to provide licensed psychiatrists needed by the COUNTY pursuant to the terms and conditions of this Agreement.

WHEREAS, CONTRACTOR is an affiliate of UNIVERSITY FACULTY ASSOCIATES, INC. (UFA), and UFA is the LICENSEE as defined in that certain License Agreement LA-034 with COUNTY.

WHEREAS, COUNTY and CONTRACTOR mutually desire that CONTRACTOR provide services pursuant to this Agreement in COUNTY-owned Office Space that is being provided pursuant to License Agreement LA-034;

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

**1. SERVICES**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Exhibit A, attached hereto and by this reference incorporated herein and made part of this Agreement.

B. It is acknowledged by all parties hereto that COUNTY's DBH shall monitor the services provided by CONTRACTOR, in accordance with Section Fourteen (14) of this Agreement.

C. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings consisting of staff from COUNTY's DBH to discuss service requirements, data reporting, training,

1 policies and procedures, overall program operations and any problems or foreseeable problems that may  
2 arise.

3 **2. TERM**

4 This Agreement shall become effective on the 1st day of May, 2018 and shall terminate  
5 on the 30<sup>th</sup> day of June, 2021.

6 This Agreement may be extended for two (2) additional twelve (12) month periods upon  
7 the written approval of both parties not later than sixty (60) days prior to the close of the then current  
8 Agreement term. The COUNTY's DBH Director or designee is authorized to execute such written  
9 approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

10 **3. TERMINATION**

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

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

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

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

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

4 D. CONTRACTOR may terminate this Agreement. If terminated by  
5 CONTRACTOR, termination shall require sixty (60) days advance written notice of intent to terminate  
6 (with allowance for appropriate clinical transition of clients prior to termination of services), transmitted  
7 by CONTRACTOR to COUNTY by Certified or Registered U.S. Mail, Return Receipt Requested,  
8 addressed to the office of COUNTY as follows:

9  
10 Director (or designee)  
11 Department of Behavioral Health  
3133 N. Millbrook  
Fresno, CA 93703

12 **4. COMPENSATION**

13 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
14 compensation in accordance with the budget set forth in Exhibit B, attached hereto and by this reference  
15 incorporated herein and made part of this Agreement.

16 A. Maximum Contract Amount

17 The maximum amount payable to CONTRACTOR for the ramp up period (May 1, 2018  
18 through June 30, 2018) shall not exceed Three Hundred Thirty-Six Thousand Two Hundred Fifty-Three  
19 and No/100 Dollars (\$336,253.00).

20 The maximum amount payable to CONTRACTOR for the initial operational period (July  
21 1, 2018 through June 30, 2019) shall not exceed Three Million Eight Hundred Eighty-One Thousand  
22 Two Hundred Sixty and No/100 Dollars (\$3,881,260.00).

23 The maximum amount payable to CONTRACTOR for the period of July 1, 2019 through  
24 June 30, 2020 shall not exceed Six Million Four Hundred Ninety-Seven Thousand Two Hundred  
25 Eighty-Eight and No/100 Dollars (\$6,497,288.00).

26 The maximum amount payable to CONTRACTOR for the period of July 1, 2020 through  
27 June 30, 2021 shall not exceed Nine Million Four Hundred Eighty-Five Thousand Seven Hundred Sixty-  
28 Three and No/100 Dollars (\$9,485,763.00).

1 The maximum amount payable to CONTRACTOR for the period of July 1, 2021 through  
2 June 30, 2022 shall not exceed Thirteen Million One Hundred Fifty-Three Thousand Eight Hundred  
3 Thirty and No/100 Dollars (\$13,153,830.00).

4 The maximum amount payable to CONTRACTOR for the period of July 1, 2022 through  
5 June 30, 2023 shall not exceed Fourteen Million Four Hundred Ninety-Five Thousand One Hundred  
6 Eighty-Two and No/100 Dollars (\$14,495,182.00).

7 In no event shall the maximum contract amount for all the services provided by the  
8 CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of Forty-  
9 Seven Million Eight Hundred Forty-Nine Thousand Five Hundred Seventy-Six and No/100 Dollars  
10 (\$47,849,576.00) during the total term of this Agreement.

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

13 B. It is understood that all expenses incidental to CONTRACTOR's performance of  
14 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply  
15 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further  
16 compensation.

17 C. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services  
18 provided during the preceding month, within forty-five (45) days after the date of receipt and approval  
19 by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be made  
20 after receipt and verification of actual expenditures incurred by CONTRACTOR for monthly program  
21 costs, as identified in Exhibit B, in the performance of this Agreement and shall be documented to  
22 COUNTY on a monthly basis by the tenth (10th) of the month following the month of said expenditures.  
23 The parties acknowledge that the CONTRACTOR will be performing hiring, training, and credentialing  
24 of staff, and the COUNTY will be performing additional staff credentialing to ensure compliance with  
25 State and Federal regulations.

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

1 All final invoices shall be submitted by CONTRACTOR within sixty (60) days following  
2 the final month of service for which payment is claimed. No action shall be taken by COUNTY on  
3 invoices submitted beyond the sixty (60) day closeout period. Any compensation which is not  
4 expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall  
5 automatically revert to COUNTY.

6 E. The services provided by CONTRACTOR under this Agreement are funded in  
7 whole or in part by the State of California. In the event that funding for these services is delayed by the  
8 State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred  
9 payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The  
10 period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's  
11 delay of payment to COUNTY plus forty-five (45) days.

12 F. CONTRACTOR shall be held financially liable for any and all future  
13 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit  
14 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election,  
15 the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or  
16 shall be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive  
17 reimbursement for any units of services rendered that are disallowed or denied by the Fresno County  
18 Mental Health Plan (Mental Health Plan) utilization review process or through the State Department of  
19 Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients.  
20 Notwithstanding the above, COUNTY must notify CONTRACTOR prior to any State audit process  
21 and/or COUNTY utilization review. To the extent allowable by law, CONTRACTOR shall have the  
22 right to be present during each phase of any State audit process and/or COUNTY utilization review and  
23 shall be provided all documentation related to each phase of any State audit process and/or COUNTY  
24 utilization review. Additionally, prior to any disallowances/audit exceptions becoming final,  
25 CONTRACTOR shall be given at least 10 business days to respond to such proposed  
26 disallowances/audit exceptions.

27 G. It is understood by CONTRACTOR and COUNTY that this Agreement is funded  
28 with mental health funds to serve adult individuals with Severely Mentally Ill (SMI) disorders and

children/youth with Seriously Emotionally Disturbed (SED) disorders, many of whom have co-occurring substance use disorders. It is further understood by CONTRACTOR and COUNTY that funds shall be used to support appropriately integrated and documented treatment services for co-occurring mental health and substance use disorders.

H. COUNTY and CONTRACTOR recognize the importance of maintaining a highly productive workforce to help achieve reductions in client wait times, cancellations and appointment no-shows. Therefore, CONTRACTOR will initiate a compensation incentive plan (CIP) for CONTRACTOR's employees providing direct client care under this Agreement which will directly link direct client care productivity to compensation increases for CONTRACTOR's staff. "Direct client care" is defined as the time CONTRACTOR's staff spends seeing a client plus the time CONTRACTOR's staff spends documenting the client visit in a manner ensuring completeness and compliance with all regulations required for the COUNTY to submit claims to State DHCS for Federal and State reimbursement for direct client care delivered by CONTRACTOR's staff to Medi-Cal eligible clients.

The CIP model will be based upon units of productivity where one (1) unit equates to a client follow up visit, and three (3) units equates to a new client intake visit. The CIP contemplates both an eight (8) hour workday and a ten (10) hour workday and begins to incentivize psychiatrists at 60% productivity as shown below. The maximum incentive of 20% is achieved at 75% productivity for direct client care.

Average Units (8 hr.)	Average Units (10 hr.)	Direct Client Care	Total % Compensation
9.6	12.0	60%	3.0%
10.1	12.6	63%	6.0%
10.6	13.2	66%	9.0%
11.0	13.8	69%	12.0%
11.5	14.4	72%	15.0%
12.0	15.0	75%	20.0%

The units of productivity will be reconciled by the CONTRACTOR at the end of each fiscal quarter (ending September, December, March, June) and CONTRACTOR shall pay the

1 additional compensation set forth in the above table to CONTRACTOR's staff based upon the  
2 productivity achieved by each psychiatrist pursuant to the CIP. CONTRACTOR shall invoice  
3 COUNTY for additional compensation paid to CONTRACTOR's staff pursuant to Paragraph 5 of this  
4 Agreement.

5 I. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
6 compensation for annual administrative costs not to exceed a maximum of fifteen percent (15%) of the  
7 total annual budget.

8 **5. INVOICING**

9 A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) business  
10 day of each month for the prior month's actual services rendered to DBHInvoices@co.fresno.ca.us.  
11 After CONTRACTOR renders services, and certifies the hours worked by CONTRACTOR's staff,  
12 CONTRACTOR shall invoice COUNTY for payment. COUNTY must pay CONTRACTOR before  
13 submitting claims to State DHCS for Federal and State reimbursement for Medi-Cal eligible clients.

14 B. At the discretion of COUNTY's DBH Director, or designee, if an invoice is  
15 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall  
16 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper  
17 after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide  
18 services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after  
19 the ninety (90) day period, the invoice(s) is still not corrected to COUNTY DBH's satisfaction,  
20 COUNTY's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the  
21 termination provisions stated in Section Three (3) of this Agreement. In addition, for invoices received  
22 ninety (90) days after the expiration of each term of this Agreement or termination of this Agreement, at  
23 the discretion of COUNTY's DBH Director, or designee, COUNTY's DBH shall have the right to deny  
24 payment of any additional invoices received.

25 C. CONTRACTOR must maintain financial records for a period of ten (10) years or  
26 until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be  
27 responsible for any disallowances related to inadequate documentation.

28 D. CONTRACTOR is responsible for collection and managing of data in a manner to

1 be determined by DHCS and the COUNTY's Mental Health Plan in accordance with applicable rules  
2 and regulations. COUNTY's electronic information system is a critical source of information for  
3 purposes of monitoring service volume and obtaining reimbursement.

4 E. CONTRACTOR shall submit service data into COUNTY's electronic information  
5 system according to COUNTY's DBH documentation standards to allow the COUNTY to bill Medi-  
6 Cal, and any other third-party source, for services and meet State and Federal reporting requirements.

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

13 G. Data entry shall be the responsibility of the CONTRACTOR. COUNTY shall  
14 monitor the volume of services and cost of services entered into the COUNTY's electronic information  
15 system. Any and all audit exceptions resulting from the provision and reporting of specialty mental  
16 health services by CONTRACTOR shall be the sole responsibility of the CONTRACTOR.  
17 CONTRACTOR will comply with all applicable policies, procedures, directives and guidelines  
18 regarding the use of COUNTY's electronic information system.

19 H. Medi-Cal Certification and Mental Health Plan Compliance

20 CONTRACTOR shall comply with any and all requests and directives associated  
21 with COUNTY maintaining State Medi-Cal site certification. CONTRACTOR shall provide specialty  
22 mental health services in accordance with the COUNTY's Mental Health Plan. CONTRACTOR must  
23 comply with the "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set  
24 forth in Exhibit C, attached hereto and incorporated herein by reference and made part of this  
25 Agreement. CONTRACTOR shall comply with any and all requests associated with any State/Federal  
26 reviews or audits.

27 CONTRACTOR may provide direct specialty mental health services using pre-  
28 licensed staff as long as the individual is approved as a provider by the Mental Health Plan, is



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

8 **6. INDEPENDENT CONTRACTOR**

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

20 Because of its status as an independent contractor, CONTRACTOR shall have absolutely  
21 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be  
22 solely liable and responsible for providing to, or on behalf of, its employees all legally-required  
23 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY  
24 harmless from all matters relating to payment of CONTRACTOR's employees, including compliance  
25 with Social Security, withholding, and all other regulations governing such matters. It is acknowledged  
26 that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated  
27 to COUNTY or to this Agreement.

28 CONTRACTOR will execute written contracts of employment with psychiatrists who

1 will perform services on behalf of CONTRACTOR pursuant to this Agreement. Any such agreements,  
2 whether employment contracts, professional services contracts, or independent contractor agreements,  
3 shall include the following language, in a separate paragraph, separately initialed by the physician:

4 “[NAME OF PHYSICIAN] acknowledges that he or she will be providing professional  
5 services at facilities owned and/or operated by the County of Fresno, and, at times, in  
6 conjunction with employees of the County of Fresno. It is mutually understood and  
7 agreed that in the performance of such duties, [PHYSICIAN] will at all times be acting  
8 and performing as an employee [or independent contractor] of CCFMG and not as an  
9 employee of the County of Fresno. [PHYSICIAN] acknowledges that he or she shall have  
10 absolutely no right to employment rights and benefits available to COUNTY employees.  
11 CCFMG is solely liable and responsible for providing [PHYSICIAN] with all legally-  
12 required employee benefits.

13 **7. MODIFICATION**

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

16 Notwithstanding the above, changes to services, staffing, and responsibilities of the  
17 CONTRACTOR, as needed, to accommodate changes in the laws relating to mental health treatment, as  
18 set forth in Exhibit A, may be made with the signed written approval of COUNTY’s DBH Director or  
19 designee and CONTRACTOR through an amendment approved by COUNTY’s County Counsel and the  
20 COUNTY’s Auditor-Controller’s Office.

21 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment,  
22 Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, as set forth  
23 in Exhibit B, that do not exceed 10% of the maximum compensation payable to the CONTRACTOR  
24 may be made with the written approval of COUNTY’s DBH Director, or designee.

25 Said modifications shall not result in any change to the annual maximum compensation  
26 amount payable to CONTRACTOR, as stated in this Agreement.

27 **8. NON-ASSIGNMENT**

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

under this Agreement without the prior written consent of COUNTY.

**9. HOLD-HARMLESS**

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents and employees from any and all costs and expenses including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the negligent performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the negligent performance, or failure to perform, of CONTRACTOR, their officers, agents or employees under this Agreement. CONTRACTOR further agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in the event that any person(s) employed or retained by CONTRACTOR to provide services pursuant this Agreement make claims that he/she/they are employees of the COUNTY by virtue of being employed or retained by CONTRACTOR.

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

**10. INSURANCE**

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

**A. Commercial General Liability**

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

1 B. Automobile Liability

2 Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or  
3 if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned).with limits  
4 for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per  
5 person and with limits no less than One Million Dollars (\$1,000,000) per accident  
6 for bodily injury and property damage. Coverage should include owned, non-  
7 owned, and hired vehicles used in connection with this Agreement.

8 C. Real and Property Insurance

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

14 All Risk Property Insurance

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

20 D. Professional Liability

21 Professional Liability Insurance with limits of not less than One Million Dollars  
22 (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual  
23 aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in  
24 full force and effect for a period of three (3) years following the termination of  
25 this Agreement, one or more policies of professional liability insurance with  
26 limits of coverage as specified herein.

27 E. Child Abuse/Molestation and Social Services Coverage

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

F. Worker's Compensation

A policy of Worker's Compensation Insurance as may be required by the

1 California Labor Code.

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

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

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

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

1           **11.    LICENSES/CERTIFICATES**

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

10           **12.    RECORDS**

11           CONTRACTOR shall maintain records in accordance with Exhibit D, "Documentation  
12 Standards for Client Records", attached hereto and by this reference incorporated herein and made part  
13 of this Agreement. COUNTY shall be allowed to review all records of services provided, including the  
14 goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and  
15 objectives.

16           **13.    REPORTS**

17           A.    Outcome Reports

18           CONTRACTOR shall submit to COUNTY's DBH service outcome reports as  
19 reasonably requested by COUNTY's DBH. Outcome reports and outcome requirements are subject to  
20 change at COUNTY's DBH discretion.

21           B.    Additional Reports

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

1 C. Cost Report

2 CONTRACTOR shall provide financial data to identify all direct and indirect  
3 costs incurred by the CONTRACTOR for all services delivered under this Agreement. All Cost Reports  
4 must be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and Welfare  
5 and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and 5718(c). Unallowable costs such as  
6 lobbying or political donations must be deducted on the cost report and monthly invoice  
7 reimbursements.

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

9 During the term of this Agreement and thereafter, COUNTY and  
10 CONTRACTOR agree to settle dollar amounts disallowed or settled in accordance with DHCS audit  
11 settlement findings related to the reimbursement provided under this Agreement. CONTRACTOR will  
12 participate in the several phases of settlements between COUNTY/CONTRACTOR and DHCS. The  
13 phases of initial cost reporting for settlement according to State reconciliation of records for paid Medi-  
14 Cal services and audit settlement are: State DHCS audit 1) initial cost reporting - after an internal review  
15 by COUNTY, the COUNTY files the cost report with State DHCS on behalf of the CONTRACTOR's  
16 legal entity for the fiscal year; 2) Settlement –State reconciliation of records for paid Medi-Cal services,  
17 approximately 18 to 36 months following the State close of the fiscal year, DHCS will send notice for  
18 any settlement under this provision to the COUNTY; 3) Audit Settlement-State DHCS audit. After final  
19 reconciliation and settlement DHCS may conduct a review of medical records, cost report along with  
20 support documents submitted to COUNTY in initial submission to determine accuracy and may disallow  
21 costs and/or units of services. COUNTY may choose to appeal and therefore reserves the right to defer  
22 payback settlement with CONTRACTOR until resolution of the appeal. DHCS Audits will follow  
23 Federal Medicaid procedures for managing overpayments. If at the end of the Audit Settlement, the  
24 COUNTY determines that it overpaid the CONTRACTOR, it will require the CONTRACTOR to repay  
25 the Medi-Cal related overpayment back to the COUNTY.

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

1 or any other Agreement between the COUNTY and CONTRACTOR.

2 **14. MONITORING**

3 CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director and  
4 the State Department of Health Care Services, or their designees, the right to review and monitor  
5 records, services or procedures, at any time, in regard to clients, as well as the overall operation of  
6 CONTRACTOR's performance, in order to ensure compliance with the terms and conditions of this  
7 Agreement.

8 **15. REFERENCES TO LAWS AND RULES**

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

12 **16. COMPLIANCE WITH STATE REQUIREMENTS**

13 CONTRACTOR recognizes that COUNTY operates its mental health programs under an  
14 agreement with the State of California Department Health Care Services, and that under said agreement  
15 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall  
16 adhere to all State requirements, including those identified in Exhibit E "State Mental Health  
17 Requirements", attached hereto and by this reference incorporated herein and made part of this  
18 Agreement. CONTRACTOR shall also file an incident report for all incidents involving clients,  
19 following the Protocol and using the Worksheet identified in Exhibit F, attached hereto and by this  
20 reference incorporated herein and made part of this Agreement or a protocol and worksheet presented  
21 by CONTRACTOR that is accepted by COUNTY's DBH Director or designee.

22 **17. COMPLIANCE WITH STATE MEDICAL REQUIREMENTS**

23 CONTRACTOR shall inform every client of their rights under the COUNTY's Mental  
24 Health Plan as described in Exhibit G, attached hereto and by this reference incorporated herein and  
25 made part of this Agreement.

26 **18. CONFIDENTIALITY**

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



confidentiality.

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

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

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

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

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

**20. DATA SECURITY**

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

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

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

- 1) CONTRACTOR has received authorization by COUNTY for telecommuting purposes;

- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enabled/ and
- 4) A secure connection is used.

B. CONTRACTOR-Owned Computers or Computer Peripherals

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

C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

**21. PROPERTY OF COUNTY**

A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and intangible property obtained or controlled under COUNTY's Mental Health Plan for use in operational capacity and will benefit COUNTY for a period more than one year. Depreciation of the qualified items will be on a straight-line basis.

For COUNTY purposes, fixed assets must fulfill three qualifications:

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

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

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

1 inventoried in comparison to COUNTY's DBH Asset Inventory System.

2 B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but  
3 more than \$1,000, with over one year life span, and are mobile and high risk of theft or loss are sensitive  
4 assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other  
5 sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR maintains a  
6 tracking system on the items and are not required to be capitalize or depreciated. The items are subject  
7 to annual inventory for compliance.

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

15 CONTRACTOR further agrees to the following:

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

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

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

25 D. The purchase of any equipment by CONTRACTOR with funds provided  
26 hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this  
27 Agreement as appropriate, and must be directly related to CONTRACTOR's services or activity under  
28 the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from

1 equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been  
2 obtained from COUNTY.

3 E. CONTRACTOR must obtain prior written approval from COUNTY's DBH  
4 whenever there is any modification or change in the use of any property acquired or improved, in whole  
5 or in part, using funds under this Agreement. If any real or personal property acquired or improved with  
6 said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which does not  
7 qualify under this Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the  
8 current fair market value of the property, less any portion thereof attributable to expenditures of funds  
9 not provided under this Agreement. These requirements shall continue in effect for the life of the  
10 property. In the event this Agreement expires, or terminates, the requirements for this Section shall  
11 remain in effect for activities or property funded with said funds, unless action is taken by the State  
12 government to relieve COUNTY of these obligations

13 **22. NON-DISCRIMINATION**

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

18 **23. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

1 with a related organization, such Agreement shall contain a clause to the effect that until the expiration  
2 of four (4) years after the furnishing of such services pursuant to such subcontract, the related  
3 organizations shall make available, upon written request to the Secretary of the United States  
4 Department of Health and Human Services, or upon request to the Comptroller General of the United  
5 States General Accounting Office, or any of their duly authorized representatives, a copy of such  
6 subcontract and such books, documents, and records of such organization as are necessary to verify the  
7 nature and extent of such costs.

8 **24. SINGLE AUDIT CLAUSE**

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

23 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do  
24 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or CONTRACTOR's  
25 only funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must  
26 be performed and a program audit report with management letter shall be submitted by CONTRACTOR  
27 to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall  
28 be delivered to COUNTY's DBH Business Office, for review no later than nine (9) months after the

close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall be billed to the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

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

## **25. COMPLIANCE**

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

Within thirty (30) days of entering into this Agreement, and annually thereafter, all employees, agents and subcontractors providing services under this Agreement shall complete general compliance training and appropriate employees, agents and subcontractors shall complete documentation and billing or billing/reimbursement training. All new employees, agents and

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

8 **26. ASSURANCES**

9 In entering into this Agreement, CONTRACTOR certifies that neither it, nor any of its  
10 officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal  
11 Health Care Programs; that neither it, nor any of its officers, have been convicted of a criminal offense  
12 related to the provision of health care items or services; nor has it, or any of its officers, been reinstated  
13 to participate in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or  
14 ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is  
15 ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or  
16 involvement with, COUNTY's business operations related to the Federal Health Care Programs and  
17 shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the  
18 items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part,  
19 directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until  
20 such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

27 B. CONTRACTOR agrees that all potential new employees of CONTRACTOR or  
28 subcontractors of CONTRACTOR who, in each case, are expected to perform professional services



1 under this Agreement, will be queried as to whether (1) they are now or ever have been excluded,  
2 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) they  
3 have been convicted of a criminal offense related to the provision of health care items or services; and or  
4 (3) they have been reinstated to participate in the Federal Health Care Programs after a period of  
5 exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

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

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

18                  **27.       PUBLICITY PROHIBITION**

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

27                  **28.       COMPLAINTS**

28                  CONTRACTOR shall log complaints and the disposition of all complaints from a client

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

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

15           **29. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**  
16 **INFORMATION**

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

20           In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),  
21 the following information must be disclosed by CONTRACTOR by completing Exhibit H, "Disclosure  
22 of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein  
23 and made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH  
24 within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall  
25 report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit  
26 H, "Disclosure of Ownership and Control Interest Statement." Submissions shall be scanned pdf copies  
27 and are to be sent via email to [DBHAdministration@co.fresno.ca.us](mailto:DBHAdministration@co.fresno.ca.us) attention: Contracts Administration.

28           **30. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

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

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

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

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

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

22 CONTRACTOR must sign a “Certification Regarding Debarment, Suspension,  
23 and Other Responsibility Matters- Primary Covered Transactions” in the form set forth in Exhibit I,  
24 attached hereto and by this reference incorporated herein and made part of this Agreement.  
25 Additionally, CONTRACTOR must immediately advise the COUNTY’s DBH in writing if, during the  
26 term of this Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or ineligible for  
27 participation in federal or state funded programs or from receiving federal funds as listed in the excluded  
28 parties’ list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to

1 CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any  
2 loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in  
3 the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

4 **31. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

16 **32. AUDITS AND INSPECTIONS**

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

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

25 **33. NOTICES**

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

28 COUNTY

CONTRACTOR

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

President and CEO  
Central California Faculty  
Medical Group, Inc. (CCFMG)  
2625 East Divisadero Street  
Fresno, CA 93721

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

**34. GOVERNING LAW**

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

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

**35. ENTIRE AGREEMENT**

This Agreement, including all Exhibits, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

3  
4 **CONTRACTOR**  
5 **CENTRAL CALIFORNIA FACULTY**  
6 **MEDICAL GROUP, INC. (CCFMG)**

**COUNTY OF FRESNO**

7 By: Joyce Fields-Keene

By: Sal Quintero

Sal Quintero

Chairperson of the Board of Supervisors  
of the County of Fresno

8  
9 Print Name: Joyce Fields-Keene

10 Title: Chief Executive Officer  
11 President or Chief Executive Officer  
12 Or any Vice President

**ATTEST:**

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

13 By: Gene Kallsen

14  
15 Print Name: Gene Kallsen, MD

By: Rosei Lopez

Deputy

16  
17 Title: Chairman/President

18 Secretary of Corporation, or  
19 Any Assistant Secretary, or  
20 Chief Financial Officer, or  
21 Any Assistant Treasurer

Date: 5/1/2018

22 Mailing Address:  
23 2625 East Divisadero Street  
24 Fresno, CA 93721  
25 Phone No. (559) 453-5200

Contact: Chief Executive Officer

26  
27 Fund/Subclass: 0001/10000  
28 Organization: 5630  
Account/Program: 7295/0

## **GENERAL PROVISIONS**

The General Provisions listed below will apply to all services to be delivered by CONTRACTOR under this Agreement.

### **I. SERVICE STANDARDS:**

- A. The following provisions set forth in this exhibit shall constitute a part of the Agreement between the COUNTY and CONTRACTOR, for providing psychiatric services to COUNTY's Department of Behavioral Health (DBH), Adult Services Programs, and Children's Services Program, and other programs as approved by COUNTY's DBH Director, or designee.

### **II. SERVICE PERFORMANCE MONITOR:**

Name and Title: Susan Holt, LMFT, Deputy Director  
Organization: Fresno County Department of Behavioral Health  
Street Address: 3133 N. Millbrook Ave.  
City and Zip Code: Fresno, CA 93703

### **III. PROGRAM AND SERVICE REQUIREMENTS:**

- A. CONTRACTOR shall provide the following throughout the term of this Agreement:
1. CONTRACTOR shall assign physicians who are qualified and licensed as psychiatrists pursuant to the laws of the State of California, to COUNTY in accordance to Section 1 of this Exhibit A of this Agreement.
  2. In accordance with Division 5 Part 1 Chapter 4 Section 5405 of the Welfare and Institutions Code, CONTRACTOR shall submit to criminal history reference checks, including but not limited to, "Live Scan". CONTRACTOR is solely responsible for ensuring the completion of this process, including all associated costs. COUNTY will require additional credentialing by COUNTY for all CONTRACTOR's staff. No direct client contact by CONTRACTOR shall occur prior to written clearance from COUNTY has been given.
  3. In the event that recruitment of Physicians is delayed, COUNTY agrees to maintain utilization of telemedicine services until maximum recruitment is achieved. Status of recruitment will be reviewed with COUNTY DBH Director, or designee, quarterly.
- B. Director of DBH or designee, and Medical Director shall meet quarterly to discuss operational and contractual progress. Meetings will cover topics such as, but not limited to;
1. Recruitment efforts



2. Clinical operations and multi-disciplinary collaboration and integration
  3. Physical plant, security services, technology (EHR, computers, VPN, etc.)
  4. Providing and maintaining adequate support for the providers including a Nurse Manager, OAs, social workers, nurses and therapists, and translation services as needed.
- C. CONTRACTOR's employees will work within COUNTY facilities subject to the Facility Use Agreement executed by the Parties in conjunction with this Agreement. COUNTY will provide office space, computers, office equipment, basic office supplies, and office furniture necessary to deliver services under this Agreement. CONTRACTOR will schedule CONTRACTOR's employees' work hours. COUNTY support staff will schedule clients in collaboration with CONTRACTOR's medical staff.
- D. CONTRACTOR hereby certifies that any staff so assigned to provide services pursuant to this Agreement shall:
1. Be Post Graduate Year 111- V (PGY).
  2. Have and maintain their license in good standing.
  3. Perform professional duties to the best of his or her ability, in accordance with the highest scientific, professional and ethical standards of the profession, and in accordance with currently approved methods and practices in the field of psychiatry.
  4. Comply with all applicable Federal State, COUNTY or other governmental agency laws, ordinances, rules and regulations including CONTRACTOR policy.
  5. Comply with the requirements of all appropriate accrediting bodies, including COUNTY current and future credentialing and/or accreditation requirements, and any other State-related requirements.
  6. Perform psychiatric related services set forth in Exhibits A-1 and A-2 subject to such assignments and work hours to be arranged in writing to the mutual satisfaction of COUNTY and CONTRACTOR. It is understood that COUNTY's contract monitoring shall not include control or direction regarding diagnosis and prescription of psychiatric treatment assuming that such diagnosis and treatment are in accordance with MHP standards and all other requirements pursuant to this Agreement.
- E. Administrative Requirements
1. CONTRACTOR shall provide a Medical Director that shall oversee all aspects of psychiatric services under this Agreement.

2. Medical Director shall work collaboratively with other DBH leaders in clinical and administrative operations.
3. Medical Director shall attend, and actively participate in, specifically identified COUNTY DBH meetings, including but not limited to
  - i. Leadership Team Meetings
  - ii. Clinical Operations Meetings
  - iii. Compliance Committee
  - iv. Quality Improvement Committee
  - v. Intensive Analysis Committee

Additional meetings will be identified during the duration of this Agreement. Medical Director shall attend not less than 50% of all requested meetings.

4. Medical Director shall provide consultation services to the DBH Director, DBH Leadership Team Members, and other designees, as requested by COUNTY.
5. CONTRACTOR's Medical Director shall participate in the development of policy and procedures for services pertaining to this Agreement.
6. The Medical Director shall recruit, hire and retain qualified psychiatrists for COUNTY.
7. Should CONTRACTOR determine that the support of an Administrative Assistant is required for the Medical Director, CONTRACTOR shall employ the Administrative Assistant.

F. Staffing

1. COUNTY and CONTRACTOR shall mutually agree on psychiatric services staffing needs. CONTRACTOR shall have final say on staff placement.
2. CONTRACTOR shall be responsible for scheduled work hours of CONTRACTOR's employees to meet the mutually agreed upon volume of services needed under this Agreement.
3. In the event a designated staff member does not perform services as required by this Agreement because of prolonged absence or resignation, or failure to meet performance standards, CONTRACTOR will provide a replacement. If CONTRACTOR is unable to provide a replacement within 30 days, COUNTY may proceed to use other internal or contracted resources. By mutual agreement of CONTRACTOR and COUNTY, use of COUNTY internal

or contracted resources shall be utilized prior to 30 days if critical client care needs are identified.

- G. COUNTY and CONTRACTOR will have collaborative clinical oversight of all vendors providing psychiatric services and staffing, such as; Psychiatrists and/or Nurse Practitioners. COUNTY retains full authority on all contractual matters of all COUNTY vendors.
- H. CONTRACTOR shall participate in tracking and monitoring of outcome measures, metrics, and goals on an annual basis with COUNTY.

Such metrics will include, but not be limited to:

1. Timely access to client care.
  2. Timely follow-up to crisis.
  3. Monitoring appropriateness of polypharmacy.
  4. Client satisfaction.
  5. Provider satisfaction.
  6. No-show rate.
  7. Peer review, including adherence to standards of care.
- I. CONTRACTOR's psychiatry staff shall maintain a minimum standard of 32 weekly clinical hours of productivity (per Full Time Equivalent). At least 75% of productive time shall be direct client care. Overall, productive time will include:
    1. Direct client care.
    2. Multidisciplinary clinical collaboration (team meetings, individual case consultation, etc.).
    3. Case review.
    4. Providing training for COUNTY's staff, and network of contracted providers, as requested by COUNTY DBH
    5. Administrative activities (e.g. quality assurance, peer review, pharmacy and therapeutics committee).
  - J. Psychiatry staff who are full-time (40 hrs per week) with academic responsibilities through CONTRACTOR's affiliation with a medical education program (e.g. UCSF Fresno) shall be allowed 8 hours of academic time, per week, per FTE. Staff who are not full-time shall have academic time prorated based on their FTE. Psychiatry staff without academic responsibilities shall not receive academic time.  
Note: FTE represents 32 clinical hours and 8 academic time hours per week.

#### **IV. CONFIDENTIALITY OF INFORMATION:**

- A. With respect to any information that would identify individual patients receiving

psychiatric services pursuant to this Agreement that is obtained by CONTRACTOR, CONTRACTOR shall not use any such information for any purpose other than carrying out the express terms of this Agreement, provided, however, that nothing herein shall be constituted to prevent CONTRACTOR from using the information in publication of research where such publication does not violate patient confidentiality.

1. CONTRACTOR shall obtain written consent from COUNTY prior to conducting any research.
  2. CONTRACTOR shall at all times be in compliance with COUNTY's policies related to research including Institutional Review Board process.
- B. Neither party shall release any confidential patient records except as required or authorized by law or regulation. Each party shall respond to all requests for patient records in accord with federal and state laws.

**V. COUNTY SUPPORT FOR DESIGNATED PHYSICIANS:**

- A. COUNTY will provide, dependent on program configuration, the following for CONTRACTOR staff performing services under this Agreement at COUNTY facilities:
1. Offices for professional use in connection to staff assignment to perform at the County facility.
  2. Support services appropriate for the COUNTY's operation of the clinic, which shall include scheduling of client appointments, reception services, and support for written correspondence regarding client care.
  3. Such nursing and technical personnel, supplies, services and equipment necessary for the provision of professional psychiatric services.
- B. COUNTY shall also:
1. Reserve the right to require typed reports as necessary depending on the data system used to maintain client activity records.
  2. Reserve the right to change, add or delete the meeting obligations of CONTRACTOR's staff assuming appropriate negotiation with COUNTY's DBH Director, or designee.
  3. Notify the CONTRACTOR in writing 30 days prior to changing the Service Performance Monitor.
  4. Meet with CONTRACTOR to discuss any changes in proposed service revision.
  5. Complete the Reauthorization process for each client annually to provide updates regarding the client functioning and service plans/goals and continued

authorization for services.

**ADULT MENTAL HEALTH PSYCHIATRIC SERVICES**  
(County-Operated Clinics)

**I. SERVICE LOCATIONS:**

**Facility Name:** Metro Outpatient Clinic  
**Street Address:** 4441 E. Kings Canyon Rd  
**City and Zip code:** Fresno, CA 93702

**Facility Name:** Sierra Building  
**Street Address:** 1925 E. Dakota Ave  
**City and Zip code:** Fresno, CA 93726

**Facility Name:** Senior Resource Center  
**Street Address:** 2025 E. Dakota Ave  
**City and Zip code:** Fresno, CA 93726

**Facility Name:** West Fresno Regional Center  
**Street Address:** 188 E. California Ave  
**City and Zip code:** Fresno, CA 93706

The above service locations are COUNTY's current service locations, and the COUNTY, over the duration of this Agreement, may add or change service locations.

**II. SERVICE REOUIREMENTS:**

- A. CONTRACTOR shall provide integrated medication support services of co-occurring mental health and substance use disorders in accordance with MHP specialty mental health services requirements and documentation standards.
- B. COUNTY will provide appropriate billing and documentation training.
- C. CONTACTOR shall provide medication support services and support in accordance with COUNTY policies, and include the following treatment strategies:
  1. Medication Evaluation and Monitoring: CONTRACTOR shall offer medication evaluation and monitoring to each client when clinically indicated. Medication services will be provided individually or in a group setting. CONTRACTOR shall provide not less than fifteen minutes of medication services for all clients within the clinically appropriate timeframe, but not less than three times per year if stable. Clients who are stable and maintain higher level of recovery shall be transitioned when appropriate to outside providers.
  2. Psychiatrists and/or other members of the medical team will complete the Initial Psychiatric Assessment at the start of psychiatric service, and the Medication Service Plan (Avatar CWS) at the start of service, and annually thereafter. All signature/co-signature requirements must be completed in accordance with COUNTY DBH policy.

**INITIAL PSYCHIATRY BUNDLE**

- Initial Psychiatric Assessment

- Psychiatric MSE
- AIMS
- Diagnosis
- Order Connect
- Medication Service Plan
- If applicable any new psychiatric tools

ANNUAL PSYCHIATRY BUNDLE

- Psychiatric MSE
  - AIMS
  - Diagnosis
  - Order Connect
  - Medication Service Plan
  - If applicable any new psychiatric tools
3. The frequency and duration of medication management services will be based on the client's current needs according to MHP guidelines, including medical necessity requirements and client goals in accordance with his/her Medication Service Plan and client choice.
- D. CONTRACTOR shall ensure continuity in medication support services until client is linked with an appropriate service.
- E. CONTRACTOR shall ensure that all appointments for medication support services are adequately covered with utilization of the following resources if for any reason the psychiatrist of record becomes unavailable.
- F. CONTRACTOR will ensure clients with urgent medication needs can be seen timely, including the availability for walk-in, and/or crisis service as clinically appropriate.
- G. CONTRACTOR shall conduct psychiatric assessments, perform mental status examinations and formulate diagnoses of clients being treated at the adult mental health locations.
- H. CONTRACTOR shall provide psychiatric testimony in Court when and where necessary, with the exception of LPS Conservatorship and Forensic or Incarcerated cases.
- I. CONTRACTOR shall complete medical record documentation as required by COUNTY's DBH Policy and Procedures.

- J. CONTRACTOR shall provide supervision to Psychiatry Residents assigned to the COUNTY's locations.
- K. CONTRACTOR shall ensure adequate supervision of mid-level practitioners.
- L. CONTRACTOR shall perform administrative functions requiring psychiatry staff and/or MD licensure, including but not limited to, review of inpatient denials, participation in COUNTY DBH Credentialing Committee, review of data and reports related to prescribing practices, quality assurance practices for medical team, and other functions as mutually agreed by COUNTY and CONTRACTOR.
- M. CONTRACTOR shall provide an onsite Medical Director to provide onsite supervision (clinical and administrative) to all of CONTRACTOR's staff. Medical Director shall:
  - 1. Provide clinical and administrative supervision.
  - 2. Ensure all CONTRACTOR's staff follow applicable policy and procedures as required by COUNTY's DBH.
  - 3. Provide regular coordination with the Chief of the Department of Psychiatry regarding staffing, periodic training, updating health requirements (as mandated by an affiliated medical education program and County DBH), performance and disciplinary issues related to physicians for the intent of providing consistent quality of clinical care and training to meet the standards set forth by affiliated medical education program (e.g., UCSF Fresno).
  - 4. Coordinate with an affiliated medical education program (e.g., UCSF Fresno) on the training of Psychiatry Residents.
  - 5. Collaborate with COUNTY DBH's Leadership Team in all matters of clinical operations.

### **III. ADDITIONAL PROVISIONS:**

- A. CONTRACTOR shall:
  - 1. Notify the COUNTY in writing or email 30 days prior to making any staffing modifications to the staff assignments designated for each program/site location listed in Section I above.
  - 2. Receive written approval from the COUNTY prior to making any changes to staffing and/or services rendered.
  - 3. Ensure that all child psychiatry staff remain in good standing with American Board of Psychiatry and Neurology.

4. Ensure that adult psychiatry staff and adult psychology staff shall adhere to the rules and regulations as well as bylaws that govern COUNTY staff.

**CHILD AND ADOLESCENT PSYCHIATRIC SERVICES**  
(County-Operated Clinic)

**I. SERVICE LOCATION(S):**

**Facility Name:** Heritage Center  
**Street Address:** 3133 N. Millbrook Ave  
**City and Zip Code:** Fresno, CA 93703

The above service location is COUNTY's current service location, and the COUNTY, over the duration of this Agreement, may add or change service locations.

**II. SERVICE REQUIREMENTS:**

- A. CONTRACTOR shall provide integrated medication support services of co-occurring mental health and substance use disorder services, in accordance with MHP specialty mental health services requirements and documentation standards.
- B. COUNTY will provide appropriate billing and documentation training.
- C. CONTRACTOR shall assess and provide outpatient psychiatric treatment for children and adolescents who have been referred to COUNTY DBH.
- D. CONTRACTOR shall provide medication support services and in accordance with COUNTY policies, and include the following treatment strategies:
  1. Medication Evaluation and Monitoring: CONTRACTOR shall offer medication evaluation and monitoring to each client when clinically indicated. Medication services will be provided individually. CONTRACTOR shall provide not less than fifteen minutes of medication services for all clients within the clinically appropriate timeframe, but not less than three times per year if stable. Clients who are stable and maintain higher level of recovery shall be transitioned when appropriate to outside providers.
  2. Psychiatrists and/or other members of the medical team will complete the Initial Psychiatric Assessment at the start of psychiatric service, and the Medication Service Plan (Avatar CWS) at the start of service, and annually thereafter. All signature/co-signature requirements must be completed in accordance with COUNTY DBH policy.

**INITIAL PSYCHIATRY BUNDLE**



- Initial Psychiatric Assessment
- Psychiatric MSE
- AIMS
- Diagnosis
- Order Connect
- Medication Service Plan
- If applicable any new psychiatric tools

ANNUAL PSYCHIATRY BUNDLE

- Psychiatric MSE
- AIMS
- Diagnosis
- Order Connect
- Medication Service Plan
- If applicable any new psychiatric tools

3. The frequency and duration of medication management services will be based on the client's current needs and goals in accordance with his/her plan and client choice.
- E. CONTRACTOR shall ensure continuity in medication support services until client is linked with an appropriate service.
  - F. CONTRACTOR shall ensure that all appointments for medication support services are adequately covered if for any reason the psychiatrist of record becomes unavailable.
  - G. CONTRACTOR will ensure clients with urgent medication needs can be seen timely, including the availability for walk-in, and/or crisis service as clinically appropriate.
  - H. CONTRACTOR shall complete medical record documentation as required by COUNTY's DBH Policy and Procedures.
  - I. CONTRACTOR shall provide supervision to Psychiatry Residents assigned to the COUNTY's locations.
  - J. CONTRACTOR shall ensure adequate supervision of mid-level practitioners.
  - K. CONTRACTOR shall perform administrative functions requiring psychiatry staff and/or MD licensure, including but not limited to, review of inpatient denials,

participation in COUNTY DBH Credentialing Committee, review of data and reports related to the prescribing practices, quality assurance practices for medical team, and other functions as mutually agreed by COUNTY and CONTRACTOR.

- L. CONTRACTOR shall dutifully assess and provide treatment to clients being served as deemed medically necessary.
- M. CONTRACTOR shall provide appropriate documentation meeting utilization review requirements approved by COUNTY. For child psychiatry staff, this will include meeting guidelines for documentation of vital statistics, laboratory work, medication service plans, medication consents and other appropriate documentation as determined by COUNTY.
- N. CONTRACTOR shall coordinate with the Fresno County DBH Medical Director with regards to medical and psychiatric issues related to the care and treatment of clients at the Children's Mental Health location.

### **III. ADDITIONAL PROVISIONS:**

- A. CONTRACTOR shall:
  - 1. Notify the COUNTY in writing or email 30 days prior to making any staffing modifications to the staff assignments designated for each program/site location listed in Section I above.
  - 2. Receive written approval from the COUNTY prior to making any changes to staffing and/or services rendered.
  - 3. Ensure that all child psychiatry staff remain in good standing with American Board of Psychiatry and Neurology.
  - 4. Ensure that child psychiatry staff and child psychology staff shall adhere to the rules and regulations as well as bylaws that govern COUNTY staff.

**CCFMG**  
**Ramp-Up (May 1, 2018 - June 30, 2018)**

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Medical Director	1.00	\$80,625	\$0	\$80,625
0002	Assistant to Medical Director	1.00	\$10,000	\$0	\$10,000
SALARY TOTAL		2.00	\$90,625	\$0	\$90,625
PAYROLL TAXES:					
0030	OASDI		\$562	\$0	\$562
0031	FICA/MEDICARE		\$1,314	\$0	\$1,314
0032	SUI		\$574	\$0	\$574
PAYROLL TAX TOTAL			\$2,450	\$0	\$2,450
EMPLOYEE BENEFITS:					
0040	Malpractice		\$896	\$0	\$896
0041	Retirement		\$3,119	\$0	\$3,119
0042	Workers Compensation		\$743	\$0	\$743
0043	Health Insurance (medical, vision, life, dental, disabil.)		\$2,951	\$0	\$2,951
EMPLOYEE BENEFITS TOTAL			\$7,709	\$0	\$7,709
SALARY & BENEFITS GRAND TOTAL					\$100,784
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$0
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$0
1013	Building Maintenance				\$0
1014	Equipment purchase				\$0
FACILITY/EQUIPMENT TOTAL					\$0
OPERATING EXPENSES:					
1060	Telephone/Paging				\$210
1061	Answering Service				\$0
1062	Postage				\$0
1063	Printing/Reproduction				\$0
1064	Publications				\$0
1065	Legal Notices/Advertising				\$0
1066	Office Supplies & Equipment				\$0
1067	Household Supplies				\$0
1068	Food				\$0
1069	Program Supplies - Therapeutic				\$0
1070	Program Supplies - Medical				\$0
1071	Transportation of Clients				\$0
1072	Staff Mileage/vehicle maintenance				\$0
1073	Staff Travel (Out of County)				\$0
1074	Staff Training/Registration				\$0
1075	Lodging				\$3,100
1076	Recruiting				\$184,200
1077	Other - Airfare				\$1,300

**CCFMG**  
**Ramp-Up (May 1, 2018 - June 30, 2018)**

1078	Other - Rental Car	\$800
OPERATING EXPENSES TOTAL		\$189,610
FINANCIAL SERVICES EXPENSES:		
1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$43,859
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$43,859
SPECIAL EXPENSES (Consultant/Etc.):		
1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$0
FIXED ASSETS:		
1190	Computers & Software	\$2,000
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$2,000
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$336,253</b>

**CCFMG**  
**Operational (July 1, 2018 - June 30, 2019)**

Budget Categories -		FTE %	Total Proposed Budget		
Line Item Description (Must be itemized)			Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Medical Director	1.00	\$387,000	\$43,000	\$430,000
0002	Assistant to Medical Director	1.00	\$60,000	\$0	\$60,000
0003	Chief Child Psychiatrist	0.50	\$85,000	\$85,000	\$170,000
0004	Adult/Child Psychiatrist	1.00	\$0	\$320,000	\$320,000
0005	Adult/Child Psychiatrist	1.00	\$0	\$320,000	\$320,000
0006	Adult/Child Psychiatrist	1.00	\$0	\$320,000	\$320,000
0007	Adult/Child Psychiatrist	1.00	\$0	\$320,000	\$320,000
0008	Adult/Child Psychiatrist	1.00	\$0	\$320,000	\$320,000
0009	Compensation Incentive (productivity & quality)		\$0	\$320,000	\$320,000
0010	Retention Bonus		\$0	\$50,000	\$50,000
SALARY TOTAL		7.50	\$532,000	\$2,098,000	\$2,630,000
PAYROLL TAXES:					
0030	OASDI		\$15,661	\$43,784	\$59,446
0031	FICA/MEDICARE		\$7,714.00	\$30,421.00	\$38,135
0032	SUI		\$718	\$1,579	\$2,296
PAYROLL TAX TOTAL			\$24,093	\$75,784	\$99,877
EMPLOYEE BENEFITS:					
0040	Malpractice		\$7,167	\$26,279	\$33,446
0041	Retirement		\$18,360	\$62,940	\$81,300
0042	Workers Compensation		\$4,362	\$17,204	\$21,566
0043	Health Insurance (medical, vision, life, dental, disabil.)		\$20,955	\$47,685	\$68,640
EMPLOYEE BENEFITS TOTAL			\$50,844	\$154,108	\$204,952
SALARY & BENEFITS GRAND TOTAL					\$2,934,829
FACILITIES/EQUIPMENT EXPENSES:					
FACILITY/EQUIPMENT TOTAL					\$0
OPERATING EXPENSES:					
1060	Telephone				\$10,080
1061	Answering Service				\$0
1062	Postage				\$0
1063	Printing/Reproduction				\$0
1064	Publications				\$0
1065	Legal Notices/Advertising				\$0
1066	Office Supplies & Equipment				\$0
1067	Household Supplies				\$0
1068	Food				\$0
1069	Program Supplies - Therapeutic				\$0
1070	Program Supplies - Medical				\$0
1071	Transportation of Clients				\$0
1072	Staff Mileage/vehicle maintenance				\$0
1073	Staff Travel (Out of County)				\$0
1074	Staff Training/Registration				\$0
1075	Lodging				\$6,000
1076	Recruiting				\$419,300
1077	Other - Airfare				\$3,200

**CCFMG**  
**Operational (July 1, 2018 - June 30, 2019)**

1078	Other - Rental Car	\$1,600
OPERATING EXPENSES TOTAL		\$440,180
FINANCIAL SERVICES EXPENSES:		
1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$506,251
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$506,251
SPECIAL EXPENSES (Consultant/Etc.):		
1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$0
FIXED ASSETS:		
1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$3,881,260</b>

**CCFMG**  
**Operational (July 1, 2019 - June 30, 2020)**

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin.	Direct
				Total
<b>PERSONNEL SALARIES:</b>				
0001	Medical Director	1.00	\$395,398	\$43,933
0002	Assistant to Medical Director	1.00	\$61,302	\$0
0003	Chief Child Psychiatrist	0.50	\$86,845	\$86,844
0004	Adult/Child Psychiatrist	1.00	\$0	\$326,944
0005	Adult/Child Psychiatrist	1.00	\$0	\$326,944
0006	Adult/Child Psychiatrist	1.00	\$0	\$326,944
0007	Adult/Child Psychiatrist	1.00	\$0	\$326,944
0008	Adult/Child Psychiatrist	1.00	\$0	\$326,944
0009	Adult/Child Psychiatrist	1.00	\$0	\$326,944
0010	Adult/Child Psychiatrist	1.00	\$0	\$326,944
0011	Adult/Child Psychiatrist	1.00	\$0	\$326,944
0012	Adult/Child Psychiatrist	1.00	\$0	\$326,944
0013	Adult/Child Psychiatrist	1.00	\$0	\$326,944
0014	Compensation Incentive (productivity & quality)		\$0	\$640,000
0015	Retention Bonus		\$0	\$100,000
<b>SALARY TOTAL</b>		<b>12.50</b>	<b>\$543,545</b>	<b>\$4,140,217</b>
<b>PAYROLL TAXES:</b>				
0030	OASDI		\$15,742	\$83,588
0031	FICA/MEDICARE		\$7,881	\$60,033
0032	SUI		\$718	\$3,014
<b>PAYROLL TAX TOTAL</b>			<b>\$24,341</b>	<b>\$146,635</b>
<b>EMPLOYEE BENEFITS:</b>				
0040	Malpractice		\$7,167	\$50,169
0041	Retirement		\$18,758	\$124,207
0042	Workers Compensation		\$4,457	\$33,950
0043	Health Insurance (medical, vision, life, dental, disabil.)		\$20,955	\$91,035
<b>EMPLOYEE BENEFITS TOTAL</b>			<b>\$51,338</b>	<b>\$299,360</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$5,205,436</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$0</b>
<b>OPERATING EXPENSES:</b>				
1060	Telephone			\$14,280
1061	Answering Service			\$0
1062	Postage			\$0
1063	Printing/Reproduction			\$0
1064	Publications			\$0
1065	Legal Notices/Advertising			\$0
1066	Office Supplies & Equipment			\$0
1067	Household Supplies			\$0
1068	Food			\$0
1069	Program Supplies - Therapeutic			\$0
1070	Program Supplies - Medical			\$0
1071	Transportation of Clients			\$0
1072	Staff Mileage/vehicle maintenance			\$0

**CCFMG**  
**Operational (July 1, 2019 - June 30, 2020)**

1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$6,000
1076	Recruiting	\$419,300
1077	Other - Airfare	\$3,200
1078	Other - Rental Car	\$1,600
<b>OPERATING EXPENSES TOTAL</b>		<b>\$444,380</b>
<b>FINANCIAL SERVICES EXPENSES:</b>		
1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$847,472
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
<b>FINANCIAL SERVICES TOTAL</b>		<b>\$847,472</b>
<b>SPECIAL EXPENSES (Consultant/Etc.):</b>		
1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
<b>SPECIAL EXPENSES TOTAL</b>		<b>\$0</b>
<b>FIXED ASSETS:</b>		
1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
<b>FIXED ASSETS TOTAL</b>		<b>\$0</b>
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$6,497,288</b>



**CCFMG**  
**Operational (July 1, 2020 - June 30, 2021)**

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin.	Direct
				Total
<b>PERSONNEL SALARIES:</b>				
0001	Medical Director	1.00	\$403,978	\$44,886
0002	Assistant to Medical Director	1.00	\$62,632	\$0
0003	Chief Child Psychiatrist	0.50	\$88,729	\$88,729
0004	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0005	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0006	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0007	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0008	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0009	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0010	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0011	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0012	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0013	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0014	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0015	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0016	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0017	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0018	Adult/Child Psychiatrist	1.00	\$0	\$334,039
0019	Compensation Incentive (productivity & quality)		\$0	\$1,088,000
0020	Retention Bonus		\$0	\$170,000
<b>SALARY TOTAL</b>		<b>17.50</b>	<b>\$555,339</b>	<b>\$6,402,200</b>
<b>PAYROLL TAXES:</b>				
0030	OASDI		\$15,824	\$123,392
0031	FICA/MEDICARE		\$8,052	\$92,832
0032	SUI		\$718	\$5,023
<b>PAYROLL TAX TOTAL</b>			<b>\$24,594</b>	<b>\$221,247</b>
<b>EMPLOYEE BENEFITS:</b>				
0040	Malpractice		\$7,167	\$74,059
0041	Retirement		\$19,165	\$192,066
0042	Workers Compensation		\$4,554	\$52,498
0043	Health Insurance (medical, vision, life, dental, disabil.)		\$20,955	\$134,385
<b>EMPLOYEE BENEFITS TOTAL</b>			<b>\$51,841</b>	<b>\$453,008</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$7,708,229</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$0</b>
<b>OPERATING EXPENSES:</b>				
1060	Telephone			\$20,160
1061	Answering Service			\$0
1062	Postage			\$0
1063	Printing/Reproduction			\$0
1064	Publications			\$0
1065	Legal Notices/Advertising			\$0
1066	Office Supplies & Equipment			\$0
1067	Household Supplies			\$0

**CCFMG**  
**Operational (July 1, 2020 - June 30, 2021)**

1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$6,000
1076	Recruiting	\$509,300
1077	Other - Airfare	\$3,200
1078	Other - Rental Car	\$1,600
<b>OPERATING EXPENSES TOTAL</b>		<b>\$540,260</b>

**FINANCIAL SERVICES EXPENSES:**

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$1,237,273
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
<b>FINANCIAL SERVICES TOTAL</b>		<b>\$1,237,273</b>

**SPECIAL EXPENSES (Consultant/Etc.):**

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
<b>SPECIAL EXPENSES TOTAL</b>		<b>\$0</b>

**FIXED ASSETS:**

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
<b>FIXED ASSETS TOTAL</b>		<b>\$0</b>

**TOTAL PROGRAM EXPENSES      \$9,485,763**

**CCFMG**  
**Operational (July 1, 2021 - June 30, 2022)**

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Medical Director	1.00	\$412,744	\$45,860	\$458,604
0002	Assistant to Medical Director	1.00	\$63,991	\$0	\$63,991
0003	Chief Child Psychiatrist	0.50	\$90,655	\$90,654	\$181,309
0004	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0005	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0006	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0007	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0008	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0009	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0010	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0011	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0012	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0013	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0014	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0015	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0016	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0017	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0018	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0019	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0020	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0021	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0022	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0023	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0024	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0025	Adult/Child Psychiatrist	1.00	\$0	\$341,287	\$341,287
0026	Compensation Incentive (productivity & quality)		\$0	\$1,600,000	\$1,600,000
0027	Retention Bonus		\$0	\$200,000	\$200,000
SALARY TOTAL		24.50	\$567,390	\$9,444,836	\$10,012,225
PAYROLL TAXES:					
0030	OASDI		\$15,909	\$179,118	\$195,027
0031	FICA/MEDICARE		\$8,227	\$136,950	\$145,177
0032	SUI		\$718	\$6,458	\$7,175
PAYROLL TAX TOTAL			\$24,853	\$322,526	\$347,379
EMPLOYEE BENEFITS:					
0040	Malpractice		\$7,167	\$107,505	\$114,672
0041	Retirement		\$19,581	\$283,345	\$302,926
0042	Workers Compensation		\$4,653	\$77,448	\$82,100
0043	Health Insurance (medical, vision, life, dental, disabil.)		\$20,955	\$195,075	\$216,030
EMPLOYEE BENEFITS TOTAL			\$52,356	\$663,373	\$715,729
SALARY & BENEFITS GRAND TOTAL					\$11,075,333
FACILITIES/EQUIPMENT EXPENSES:					
FACILITY/EQUIPMENT TOTAL					\$0
OPERATING EXPENSES:					
1060	Telephone				\$22,680

**CCFMG**  
**Operational (July 1, 2021 - June 30, 2022)**

1061	Answering Service	\$0
1062	Postage	\$0
1063	Printing/Reproduction	\$0
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$6,000
1076	Recruiting	\$329,300
1077	Other - Airfare	\$3,200
1078	Other - Rental Car	\$1,600
<b>OPERATING EXPENSES TOTAL</b>		<b>\$362,780</b>
<b>FINANCIAL SERVICES EXPENSES:</b>		
1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$1,715,717
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
<b>FINANCIAL SERVICES TOTAL</b>		<b>\$1,715,717</b>
<b>SPECIAL EXPENSES (Consultant/Etc.):</b>		
1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
<b>SPECIAL EXPENSES TOTAL</b>		<b>\$0</b>
<b>FIXED ASSETS:</b>		
1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
<b>FIXED ASSETS TOTAL</b>		<b>\$0</b>
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$13,153,830</b>

**CCFMG**  
**Operational (July 1, 2022 - June 30, 2023)**

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin.	Direct
				Total
<b>PERSONNEL SALARIES:</b>				
0001	Medical Director	1.00	\$421,700	\$46,856
0002	Assistant to Medical Director	1.00	\$65,380	\$0
0003	Chief Child Psychiatrist	0.50	\$92,622	\$92,622
0004	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0005	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0006	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0007	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0008	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0009	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0010	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0011	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0012	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0013	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0014	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0015	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0016	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0017	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0018	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0019	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0020	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0021	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0022	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0023	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0024	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0025	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0026	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0027	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0028	Adult/Child Psychiatrist	1.00	\$0	\$348,693
0029	Compensation Incentive (productivity & quality)		\$0	\$1,600,000
0030	Retention Bonus		\$0	\$150,000
<b>SALARY TOTAL</b>		<b>27.50</b>	<b>\$579,702</b>	<b>\$10,606,803</b>
<b>PAYROLL TAXES:</b>				
0030	OASDI		\$15,995	\$203,000
0031	FICA/MEDICARE		\$8,406	\$153,799
0032	SUI		\$718	\$7,319
<b>PAYROLL TAX TOTAL</b>			<b>\$25,118</b>	<b>\$364,118</b>
<b>EMPLOYEE BENEFITS:</b>				
0040	Malpractice		\$7,167	\$121,839
0041	Retirement		\$20,006	\$318,204
0042	Workers Compensation		\$4,754	\$86,976
0043	Health Insurance (medical, vision, life, dental, disabil.)		\$20,955	\$221,085
<b>EMPLOYEE BENEFITS TOTAL</b>			<b>\$52,882</b>	<b>\$748,104</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$12,376,726</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				

**CCFMG**  
**Operational (July 1, 2022 - June 30, 2023)**

<b>FACILITY/EQUIPMENT TOTAL</b>		<b>\$0</b>
<b>OPERATING EXPENSES:</b>		
1060	Telephone	\$22,680
1061	Answering Service	\$0
1062	Postage	\$0
1063	Printing/Reproduction	\$0
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$6,000
1076	Recruiting	\$194,300
1077	Other - Airfare	\$3,200
1078	Other - Rental Car	\$1,600
<b>OPERATING EXPENSES TOTAL</b>		<b>\$227,780</b>
<b>FINANCIAL SERVICES EXPENSES:</b>		
1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$1,890,676
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
<b>FINANCIAL SERVICES TOTAL</b>		<b>\$1,890,676</b>
<b>SPECIAL EXPENSES (Consultant/Etc.):</b>		
1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
<b>SPECIAL EXPENSES TOTAL</b>		<b>\$0</b>
<b>FIXED ASSETS:</b>		
1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
<b>FIXED ASSETS TOTAL</b>		<b>\$0</b>
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$14,495,182</b>

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

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

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

**Contractor and its employees and subcontractor shall:**

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

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



Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

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**For Individual Providers**

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

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

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

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**For Group or Organizational Providers**

Group/Org. Name (print): \_\_\_\_\_

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

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

☐ Other: \_\_\_\_\_

Job Title (if different from Discipline): \_\_\_\_\_

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

### Documentation Standards For Client Records

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

#### A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

#### B. Client Plans

1. Client plans will:

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

## 2. Timeliness/Frequency of Client Plan:

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

## C. Progress Notes

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

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

- All entries will include the date services were provided
- The record will be legible
- The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

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

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

## **STATE MENTAL HEALTH REQUIREMENTS**

### **1. CONTROL REQUIREMENTS**

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

### **2. PROFESSIONAL LICENSURE**

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

### **3. CONFIDENTIALITY**

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

### **4. NON-DISCRIMINATION**

#### **A. Eligibility for Services**

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

#### **B. Employment Opportunity**

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

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

C. Suspension of Compensation

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

D. Nepotism

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

5. **PATIENTS' RIGHTS**

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

## FRESNO COUNTY MENTAL HEALTH PLAN

### GRIEVANCES AND INCIDENT REPORTING

#### PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

- Incident Report should be sent to:  
DBH Program Supervisor

## INCIDENT REPORT WORKSHEET

When did this happen? (date/time) \_\_\_\_\_ Where did this happen? \_\_\_\_\_  
Name/DMH # \_\_\_\_\_

### 1. Background information of the incident:

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

Who was affected? (If other than consumer) \_\_\_\_\_  
List key people involved. (witnesses, visitors, physicians, employees) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 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 \_\_\_\_\_



## **Fresno County Mental Health Plan**

### **Grievances**

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

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

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

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

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

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

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

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

### **Provider Problem Resolution and Appeals Process**

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### 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:

\_\_\_\_\_

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

Date:

\_\_\_\_\_

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

## SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

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