

MASTER AGREEMENT

This Agreement is made and entered into this 7th day of August, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and each CONTRACTOR listed in Exhibit A "List of Contractors", attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "**CONTRACTORS**", and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR, unless otherwise specified.

WITNESSETH:

WHEREAS, Assembly Bill 403 provides for the discontinuation of the Rate Classification Level (RCL) system for group homes, the creation of the Short-Term Residential Treatment Program (STRTP) licensing category, and requires existing group homes to become licensed as an STRTP by December 31, 2018; and

WHEREAS, Assembly Bill 1997 provides that a licensed STRTP shall provide or ensure access to specialty mental health services to youth and non-minor dependents placed in their care and has twelve (12) months from the date of licensure to obtain local mental health program approval, including Medi-Cal site certification by said local Mental Health Plan, in order to provide said specialty mental health services; and

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

WHEREAS, Fresno County youth and non-minor dependents placed in an STRTP within Fresno County, an STRTP outside Fresno County, or a group home located outside the State of California, are in need of specialty mental health services; and

WHEREAS, Assembly Bill 403 requires that the certification standards applicable to out-of-state group homes be those required of an STRTP; and

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

WHEREAS, this Agreement shall supersede the Agreement between the COUNTY and RCL

12, 13, and 14 group homes identified as COUNTY Agreement No. 14-313-1 as of December 31, 2018; and

WHEREAS, RCL 12, 13, and 14 group homes currently parties to Agreement 14-313-1 may continue to provide services under said Agreement until STRTP licensure is achieved and mental health program approval is obtained, or until December 31, 2018, whichever applies sooner.

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

1. SERVICES

A. CONTRACTOR(S) shall perform all services and fulfill all responsibilities identified in Exhibit B, "Program Overview", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR's shall also perform all services and fulfill all responsibilities as set forth in their individual "Summary of Services," as approved by the COUNTY Mental Health Plan (MHP), attached hereto as Exhibits B-1, *et seq.* and incorporated herein by reference.

B. CONTRACTOR(S) operating within Fresno County shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit C, "Fresno County Department of Behavioral Health Guiding Principles of Care Delivery," attached hereto and by this reference incorporated herein and made part of this Agreement.

C. CONTRACTOR(S) operating outside of Fresno County shall obtain and maintain mental health program approval by their local MHP or the State Department of Health Care Services (DHCS).

D. CONTRACTOR(S) operating outside the State of California shall meet STRTP licensure standards.

E. CONTRACTOR(S) shall send to COUNTY's DBH upon execution of this Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their clinical program. Recruitment and retaining clinical leadership with the clinical competencies to oversee services based on the level of care and program design presented herein shall be included in this plan.

1 F. It is the expectation of the COUNTY that CONTRACTOR(S) provide timely
2 access to services that meet the State of California standards for care. CONTRACTOR(S) shall
3 provide non-urgent care services within ten (10) business days from request/referral to first
4 appointment. CONTRACTOR(S) shall provide psychiatry services within fifteen (15) business days
5 from request/referral to first appointment. CONTRACTOR(S) shall provide urgent services as soon as
6 needed based on each client's needs. CONTRACTOR(S) shall track timeliness of services to clients
7 and provide a monthly report showing the monitoring or tracking tool that captures this data. COUNTY
8 and CONTRACTOR(S) shall meet to go over this monitoring or tracking tool that captures this data.
9 COUNTY and CONTRACTOR(S) shall meet to go over this monitoring tool on a monthly basis as
10 needed. COUNTY shall take corrective action if there is a failure to comply by CONTRACTOR(S) with
11 the above timely access standards. CONTRACTOR(S) shall also provide tracking tools and
12 measurements for effectiveness, efficiency, access, and client satisfaction indicators as required by
13 the Commission on Accreditation of Rehabilitation Facilities (CARF) standards and as further detailed
14 in Exhibits B-1, *et seq.* Documentation for these four (4) indicators shall include the following data: to
15 whom the indicator applied, who is responsible for collecting the data, time of measure, data source,
16 and target goal expectancy.

17 G. CONTRACTOR(S) located within the State of California shall utilize the
18 California Child and Adolescents Needs and Strengths (CANS-50) and Pediatric Symptom Checklist –
19 parent/caregiver version (PSC-35) tools to measure child and youth functioning, as intended by W&IC
20 Section 14707.5. CONTRACTOR(S) shall complete the CANS-50 and parents/caregivers will
21 complete the PSC-35 for children and youth, up to age eighteen (18). These tools shall be completed
22 at the beginning of treatment, every six (6) months following the first administration, and at the end of
23 treatment. Facilitators of these tools shall be trained by a CANS-certified trainer approved by the
24 State. Training for the PSC-35 is not required by the State of California.

25 H. It is acknowledged by all parties hereto that COUNTY's DBH Administrative units
26 shall monitor the services provided by CONTRACTOR(S), as specified herein.

27 I. CONTRACTOR(S) shall participate in periodic workgroup meetings including
28 staff from COUNTY's DBH as well as staff from COUNTY's Departments of Social Services and/or

1 Probation. The meetings shall be held at a frequency agreed upon between COUNTY and
2 CONTRACTOR(S), to discuss program requirements, data reporting, outcomes measurement,
3 training, policies and procedures, and overall program operations.

4 J. It is acknowledged by all parties hereto that upon execution of this Agreement,
5 CONTRACTOR(S)' service site shall be identified in Exhibits B-1, *et seq.* Any change to
6 CONTRACTOR(S) location of the service site may be made only upon thirty (30) days advance written
7 notification to COUNTY's DBH Director and upon written approval from COUNTY's DBH Director, or
8 his or her designee. It is understood that any new service site for CONTRACTOR(S) who are already
9 part of this Agreement must receive Medi-Cal site certification before CONTRACTOR(S) provide
10 services under this Agreement at the new service site.

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

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

19 M. COUNTY does not guarantee a minimum amount of services to
20 CONTRACTOR(S). COUNTY will refer/place clients at CONTRACTOR(S)' facilities based upon
21 COUNTY's needs and appropriateness of placement.

22 **2. TERM**

23 The term of this Agreement shall be for a period of three (3) years commencing upon
24 execution through and including June 30, 2021. This Agreement may be extended for two (2)
25 additional consecutive twelve (12) month periods upon written approval of both parties no later than
26 thirty (30) days prior to the first day of the next twelve (12) month extension period. The DBH Director,
27 or his or her designee, is authorized to execute such written approval on behalf of COUNTY based on
28 CONTRACTOR's satisfactory performance.

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

5 The June 30 termination date specified herein shall be the termination date for all
6 CONTRACTOR(S), regardless of when CONTRACTOR is added to this Agreement. Any twelve (12)
7 month renewal period of this Agreement for any CONTRACTOR already providing services under this
8 Agreement shall commence on July 1st of the then current fiscal year.

9 **3. TERMINATION**

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

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

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

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

1 C. Without Cause - Under circumstances other than those set forth above, this
2 Agreement may be terminated by COUNTY or COUNTY's DBH Director, or his or her designee, or
3 one (1) or more CONTRACTOR(S) upon the giving of sixty (60) days advance written notice of an
4 intention to terminate.

5 **4. COMPENSATION**

6 COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agrees to receive
7 compensation based on rates per service modality. Said specialty mental health services and their
8 corresponding rates shall be referenced within each CONTRACTOR(S)' respective Rate Sheets, as
9 represented in Exhibit D-1, *et seq.*

10 Compensation by COUNTY to CONTRACTOR(S) for placement is not provided for
11 under this Agreement.

12 A. Annual Contract Amounts

13 For fiscal year (FY) July 1, 2018 through June 30, 2019, in no event shall the
14 maximum compensation amount under this Agreement exceed Nine Hundred Thousand and No/100
15 Dollars (\$900,000.00) for all CONTRACTOR(S) combined.

16 For FY July 1, 2019 through June 30, 2020, in no event shall the maximum
17 compensation amount under this Agreement exceed Nine Hundred Thousand and No/100 Dollars
18 (\$900,000.00) for all CONTRACTOR(S) combined.

19 For FY July 1, 2020 through June 30, 2021, in no event shall the maximum
20 compensation amount under this Agreement exceed Nine Hundred Thousand and No/100 Dollars
21 (\$900,000.00) for all CONTRACTOR(S) combined.

22 If this Agreement is extended for an additional twelve (12) month renewal period
23 for FY July 1, 2021 through June 30, 2022, in no event shall the maximum compensation amount
24 under this Agreement exceed Nine Hundred Thousand and No/100 Dollars (\$900,000.00) for all
25 CONTRACTOR(S) combined.

26 If this Agreement is extended for an additional twelve (12) month renewal period
27 for FY July 1, 2022 through June 30, 2023, in no event shall the maximum compensation amount
28 under this Agreement exceed Nine Hundred Thousand and No/100 Dollars (\$900,000.00) for all

1 CONTRACTOR(S) combined.

2 The maximum amounts paid to each CONTRACTOR(S) identified in this
3 Agreement shall be as stated in the individual CONTRACTOR(S)'s "Summary of Services" documents
4 approved by the COUNTY's DBH Director, or his or her designee, as attached in Exhibits B-1 *et seq.*

5 B. Maximum Compensation Amounts

6 In no event shall the total maximum compensation amount under this Agreement
7 for FY 2018-19, FY 2019-20, and FY 2020-21 combined exceed Two Million, Seven Hundred
8 Thousand and No/100 Dollars (\$2,700,000.00) for all CONTRACTOR(S) combined.

9 If performance standards are met and this Agreement is extended for an
10 additional twelve (12) month term pursuant to Section 3, TERM, herein, then in no event shall the total
11 maximum compensation amount under this Agreement for FY 2018-19, FY 2019-20, FY 2020-21, and
12 FY 2021-22 exceed Three Million, Six Hundred Thousand and No/100 Dollars (\$3,600,000.00) for all
13 CONTRACTOR(S) combined.

14 If performance standards are met and this Agreement is extended for an
15 additional twelve (12) month term pursuant to Section 3, TERM, herein, then in no event shall the total
16 maximum compensation amount under this Agreement for FY 2018-19, FY 2019-20, FY 2020-21, FY
17 2021-22, and FY 2022-23 exceed Four Million, Five Hundred Thousand and No/100 Dollars
18 (\$4,500,000.00) for all CONTRACTOR(S) combined.

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

23 D. Payments shall be made by COUNTY to CONTRACTOR(S) in arrears, for
24 specialty mental health services provided during the preceding month, within forty-five (45) days after
25 the date of receipt and approval by COUNTY of the monthly invoicing as described in Section Five (5)
26 herein. Payments shall be made after receipt and verification of specialty mental health services
27 provided in the performance of this Agreement, in accordance with the individual "Summary of
28 Services" as provided for in Exhibits B-1 *et seq.*, and shall be documented to COUNTY on a monthly

1 basis by the tenth (10th) of the month following the month of said service provision.

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

5 F. COUNTY shall be make payments under this Agreement for out-of-county youth
6 placed in a facility located within Fresno County, when Presumptive Transfer, defined by Assembly Bill
7 1299 (AB 1299), is granted. Presumptive Transfer is the process by which the responsibility for the
8 provision of, or arrangement and payment for, specialty mental health services from the county of
9 original jurisdiction to the county in which the foster child resides. In the event that a Waiver to
10 Presumptive Transfer is approved, then COUNTY shall not be responsible for compensating the
11 CONTRACTOR(S) for the specialty mental health services provided to out-of-county foster care clients
12 placed in their facility. Presumptive Transfer only applies to children and youth who reside within the
13 State of California and does not apply to children and youth placed out-of-state.

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

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

25 I. CONTRACTOR(S) shall be held financially liable for any and all future
26 disallowances/audit exceptions due to CONTRACTOR(S) deficiency discovered through the
27 applicable State's audit process and MHP's utilization review process during the course of the
28 Agreement. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days

1 to COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR(S).
2 CONTRACTOR(S) shall not receive reimbursement for any units of services rendered that are
3 disallowed or denied by the applicable MHP utilization review process or through the State
4 Department of Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible
5 clients.

6 **5. INVOICING**

7 A. CONTRACTOR(S) shall invoice COUNTY in arrears by the tenth (10th) of each
8 month for specialty mental health services provided during the prior month to
9 DBHInvoices@co.fresno.ca.us and a carbon copy to the assigned DBH Mental Health Contracts Staff
10 Analyst. After CONTRACTOR(S) renders service to referred clients, CONTRACTOR(S) shall invoice
11 COUNTY for payment, certify the expenditure, and submit electronic claiming into COUNTY's
12 electronic information system for all clients, including those eligible for Medi-Cal as well as those that
13 are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit. Invoices and
14 reports shall be in such detail as acceptable to COUNTY's DBH, as described in this section. Reports
15 shall be in such detail as acceptable to COUNTY's DBH, as described herein and in Section Fourteen
16 (14) of this Agreement. Additionally, invoices and supporting documentation may be mailed to: County
17 of Fresno, Department of Behavioral Health, Contracted Services Division, 3133 N. Millbrook, Fresno,
18 CA 93703, Attention: STRTP Contract Analyst. No reimbursement for services shall be made until the
19 invoice and report is received, verified, and approved by COUNTY's DBH.

20 B. CONTRACTOR(S) shall submit to COUNTY by the tenth (10th) of each month, an
21 itemized invoice detailing all services and work performed herein at the rates identified in their
22 respective Exhibit D-1, *et seq.* Billing information must include the client's name, patient ID number,
23 date of service, type of mental health service provided, duration of service, client's International
24 Classification of Diseases (ICD) diagnosis, service provider name, units of service provided, rate of
25 service provided, and actual amount of service. No reimbursement for services shall be made until the
26 invoice, claims certification, and back-up documentation is received, verified and approved by
27 COUNTY's DBH. COUNTY's DBH must pay CONTRACTOR before submitting claims to DHCS for
28 Federal and State reimbursement for Medi-Cal eligible clients.

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

12 D. CONTRACTOR(S) must report all third party collections from other funding
13 sources such as private insurance, client private pay or any other third party. COUNTY expects the
14 invoice for reimbursement to equal the amount due CONTRACTOR less any funding sources not
15 eligible for Federal reimbursement and any other revenues generated by CONTRACTOR (i.e.,
16 private insurance, etc).

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

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

24 G. CONTRACTOR(S) is responsible for collection and managing data in a manner
25 to be determined by DHCS and the DBH MHP in accordance with applicable rules and regulations.
26 COUNTY's electronic information system is a critical source of information for purposes of monitoring
27 and obtaining reimbursement. CONTRACTOR(S) must attend the COUNTY DBH's Business Office
28 training on documentation and billing and related cost reporting.

1 H. CONTRACTOR(S) shall submit service data into COUNTY's electronic
2 information system within thirty (30) calendar days from the date services were rendered. Federal and
3 State reimbursement for Medi-Cal specialty mental health services is based on public expenditures
4 certified by the CONTRACTOR(S). CONTRACTOR(S) must submit a signed certified public
5 expenditure report in the monthly invoice. DHCS expects the claim for Federal and State
6 reimbursement to equal the amount the COUNTY paid the CONTRACTOR(S) for the services
7 rendered less any funding sources not eligible for Federal reimbursement.

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

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

25 K. Data entry into COUNTY's electronic information system shall be the
26 responsibility of the CONTRACTOR(S). The direct specialty mental health services data must be
27 reconciled by the CONTRACTOR(S) to the monthly invoices submitted for payment. COUNTY shall
28 monitor the volume of services and cost of services entered into the COUNTY's electronic information

1 system. Any and all audit exceptions resulting from the provision and reporting of Medi-Cal services
2 by CONTRACTOR(S) shall be the sole responsibility of the CONTRACTOR(S). CONTRACTOR(S)
3 will comply with all applicable policies, procedures, directives and guidelines regarding the use of
4 COUNTY's electronic information system.

5 L. Medi-Cal Certification and Mental Health Plan Compliance

6 CONTRACTOR(S) located within California shall establish and maintain Medi-
7 Cal certification or become certified within ninety (90) days of the start of each CONTRACTOR's term
8 within this Agreement, through COUNTY prior to provide reimbursable services to Medi-Cal eligible
9 clients. Initial Medi-Cal certification for STRTP Facilities that have just obtained licensure shall be
10 established during the subsequent STRTP's mental health program approval. In addition,
11 CONTRACTOR(S) located within the County of Fresno shall work with the COUNTY's DBH to execute
12 the process if not currently certified by COUNTY for credentialing of staff.

13 If a Waiver of Presumptive Transfer applies, then staff of CONTRACTOR(S)
14 located outside of Fresno County shall work with the COUNTY's DBH to execute the process for
15 credentialing of staff.

16 For CONTRACTOR(S) located within the State of California, service location
17 must be approved by the COUNTY's DBH during the Medi-Cal certification process. During this
18 process, the CONTRACTOR(S) will obtain a legal entity number established by the DHCS, a
19 requirement for maintaining COUNTY's MHP organizational provider status throughout the term of this
20 Agreement. CONTRACTOR(S) will be required to receive MHP approval and become Medi-Cal
21 certified prior to providing services to Medi-Cal eligible clients and seeking reimbursement from the
22 COUNTY. CONTRACTOR(S) will not be reimbursed by COUNTY for any services rendered prior to
23 certification. If CONTRACTOR(S) have received Medi-Cal certification/MHP approval from their host
24 county, then a copy of the approval must be provided to COUNTY.

25 CONTRACTOR(S) located out-of-state must submit documentation equivalent to
26 the above that is required by the State in which the CONTRACTOR(S) provide services.

27 CONTRACTOR(S)' shall provide specialty mental health services in accordance
28 with the COUNTY's MHP. CONTRACTOR(S) must comply with the "Fresno County Mental Health

Plan Compliance Program and Code of Conduct” set forth in Exhibit E, attached hereto and incorporated herein by reference.

CONTRACTOR(S) may provide direct specialty mental health services using unlicensed staff as long as the individual is approved as an Organizational Provider by the COUNTY's MHP, is supervised by licensed staff who met the Board of Behavioral Sciences requirements for supervision, works within his/her scope, and only delivers allowable direct specialty mental health services. Unlicensed staff must also be credentialed by COUNTY's DBH Managed Care.

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

6. INDEPENDENT CONTRACTOR

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

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

CONTRACTOR(S) shall be solely liable and responsible for providing to, or on behalf of, its

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

7. MODIFICATION

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

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

In addition, changes to the volume of units of services/types of service units, and changes to the service rate to be provided, as set forth in Exhibits D-1 *et seq.*, may be made with the written approval of COUNTY's DBH Director, or his or her designee, and the individual CONTRACTOR. Maximum compensation amounts payable to each CONTRACTOR may be modified with the written approval of COUNTY's DBH Director, or his or her designee.

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

8. NON-ASSIGNMENT

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

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1 **9. HOLD-HARMLESS**

2 CONTRACTOR(S) agrees to indemnify, save, hold harmless, and at COUNTY's request,
3 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,
4 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
5 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR(S), its officers,
6 agents or employees under this Agreement, and from any and all costs and expenses, including
7 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
8 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
9 of CONTRACTOR(S), its officers, agents or employees under this Agreement.

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

12 **10. INSURANCE**

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

16 A. Commercial General Liability

17 Commercial General Liability Insurance with limits of not less than Two Million
18 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million
19 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis.
20 COUNTY may require specific coverages including completed operations,
21 product liability, contractual liability, Explosion-Collapse-Underground, fire legal
22 liability or any other liability insurance deemed necessary because of the nature
23 of the Agreement.

24 B. Automobile Liability

25 ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR
26 has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9),
27 with limits no less than \$1,000,000 per accident for bodily injury and property
28 damage. If CONTRACTOR'(S) employees are not covered by
 CONTRACTOR'(S) automobile liability insurance policy, CONTRACTOR shall
 ensure that each employee as part of this Agreement procures and maintains
 their own private vehicle coverage in force during the term of this Agreement, at
 the employee's sole cost and expense.

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1 C. Professional Liability

2 If CONTRACTOR(S) employs licensed professional staff (e.g. Ph.D., R.N.,
3 L.C.S.W., L.M.F.T.) in providing services, Professional Liability Insurance with
4 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
5 Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees that it
6 shall maintain, at its sole expense, in full force and effect for a period of five (5)
7 years following the termination of this Agreement, one or more policies of
8 professional liability insurance with limits of coverage as specified herein.

9 D. Real and Property Insurance

10 CONTRACTOR(S) shall maintain a policy of insurance for all risk personal
11 property coverage which shall be endorsed naming the County of Fresno as an
12 additional loss payee. The personal property coverage shall be in an amount that
13 will cover the total of the COUNTY purchase and owned property, at a minimum,
14 as discussed in Section Twenty (20) of this Agreement.

15 All Risk Property Insurance

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

21 E. Worker's Compensation

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

24 F. Child Abuse/Molestation and Social Services Coverage

25 Each CONTRACTOR shall have either separate policies or an umbrella policy
26 with endorsements covering Child Abuse/Molestation and Social Services
27 Liability coverage or have a specific endorsement on their General Commercial
28 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.

G. Waiver of Subrogation

CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation
which any insurer of said CONTRACTOR may acquire against the COUNTY by
virtue of the payment of any loss under such insurance. CONTRACTOR agrees
to obtain any endorsement that may be necessary to affect this waiver of
subrogation, but this provision applies regardless of whether or not the COUNTY
has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

2 COUNTY's DBH Director, or his or her designee, reserves the right at any time during
3 the term of this Agreement to add new CONTRACTOR(S) to those listed in Exhibit A. It is understood
4 any such additions will not affect compensation paid to any other CONTRACTOR, and therefore such
5 additions may be made by COUNTY without notice to or approval of the other CONTRACTOR(S)
6 under this Agreement. These same provisions shall apply to the deletion of any CONTRACTOR(S)
7 contained in Exhibit A, except that deletions shall be by written mutual agreement between the
8 COUNTY and the particular CONTRACTOR to be deleted, or shall be in accordance with the
9 provisions of Section Three (3) of this Agreement.

10 **12. LICENSES/CERTIFICATES**

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

20 **13. RECORDS**

21 CONTRACTOR(S) shall maintain records in accordance with COUNTY's
22 "Documentation Standards for Client Records," attached hereto as Exhibit F and incorporated herein
23 by reference. During site visits, COUNTY shall be allowed to review records of services provided,
24 including the goals and objectives of the treatment plan, and how the therapy provided is achieving the
25 goals and objectives. All medical records shall be maintained for a minimum of ten (10) years from the
26 date of the end of the Agreement.

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1 **14. REPORTS**

2 A. Cost Report

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

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

27 All Cost Reports must be prepared in accordance with General Accepted
28 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3)

1 and 5718(c). Unallowable costs such as lobby or political donations must be deducted on the cost
2 report and invoice reimbursement

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

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

8 During the term on this Agreement and thereafter, COUNTY and
9 CONTRACTOR(S) agree to settle dollar amounts disallowed or settled in accordance with DHCS audit
10 settlement findings related to the Medi-Cal and EPSDT reimbursements. CONTRACTOR(S) will
11 participate in the several phases of settlements between COUNTY/CONTRACTOR and DHCS. The
12 phases are initial cost reporting for settlement, settlement according to State reconciliation of records
13 for paid Medi-Cal services and audit settlement-State DHCS audit: 1) initial cost reporting - after an
14 internal review by COUNTY, the COUNTY files cost report with State DHCS on behalf of the
15 CONTRACTOR's legal entity for the fiscal year; 2) Settlement –State reconciliation of records for paid
16 Medi-Cal services, approximately eighteen (18) to thirty-six (36) months following the State close of
17 the fiscal year, DHCS will send notice for any settlement under this provision will be sent to the
18 COUNTY; 3) Audit Settlement-State DHCS audit. After final reconciliation and settlement DHCS may
19 conduct a review of medical records, cost reports along with support documents submitted to
20 COUNTY in initial submission to determine accuracy and may disallow cost and/or unit of service
21 reported on the CONTRACTOR(S)' legal entity cost report. COUNTY may choose to appeal and
22 therefore reserves the right to defer payback settlement with CONTRACTOR(S) until resolution of the
23 appeal. DHCS Audits will follow federal Medicaid procedures for managing overpayments.

24 If at the end of the Audit Settlement, the COUNTY determines that it overpaid
25 the CONTRACTOR(S), it will require the CONTRACTOR(S) to repay the Medi-Cal related
26 overpayment.

27 Funds owed to COUNTY will be due within forty-five (45) days of notification by
28 the COUNTY, or COUNTY shall withhold future payments until all excess funds have been recouped

1 by means of an offset against any payments then or thereafter owing to CONTRACTOR(S) under
2 this or any other Agreement.

3 C. Outcome Reports

4 CONTRACTOR(S) shall submit to COUNTY outcome reports, as requested.

5 D. Additional Reports

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

13 **15. MONITORING**

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

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

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

22 **17. COMPLIANCE WITH STATE REQUIREMENTS**

23 CONTRACTOR(S) recognizes that COUNTY operates its mental health programs under
24 an agreement with DHCS, and that under said agreement the State imposes certain requirements on
25 COUNTY and its subcontractors. CONTRACTOR(S) shall adhere to all State Requirements, including
26 those identified in Exhibit G "State Mental Health Requirements," attached hereto and by this
27 reference incorporated herein.

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

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

15 **19. CONFIDENTIALITY**

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

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

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

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

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

21. 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(S) by the COUNTY, including but not limited to the following:

A. CONTRACTOR(S)-Owned Mobile, Wireless, or Handheld Devices

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

- 1) CONTRACTOR(S) 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(S)-Owned Computers or Computer Peripherals

CONTRACTOR(S) may not bring CONTRACTOR(S)-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or his or her 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(S) may not use COUNTY computers or computer peripherals on

1 non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer,
2 and/or his or her designee(s).

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

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

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

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

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

23 **22. NON-DISCRIMINATION**

24 During the performance of this Agreement, CONTRACTOR(S) and its subcontractors
25 shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national
26 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital
27 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and
28 veteran status, nor shall they discriminate unlawfully against any employee or applicant for

1 employment because of race, religious creed, color, national origin, ancestry, physical disability,
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
3 gender expression, age, sexual orientation, or military or veteran status.

4 CONTRACTOR(S) shall insure that the evaluation and treatment of employees and
5 applicants for employment are free of such discrimination. CONTRACTOR(S) and subcontractors
6 shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12800 et seq.),
7 the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of
8 Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-
9 11139.5), and the regulations or standards adopted by the awarding state agency to implement such
10 article. CONTRACTOR(S) shall permit access by representatives of the Department of Fair
11 Employment and Housing and the awarding state agency upon reasonable notice at any time during
12 the normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books,
13 records, accounts, and all other sources of information and its facilities as said Department or Agency
14 shall require to ascertain compliance with this clause. CONTRACTOR(S) and its subcontractors shall
15 give written notice of their obligations under this clause to labor organizations with which they have a
16 collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105) CONTRACTOR(S)
17 shall include the Non-Discrimination and compliance provisions of this clause in all subcontracts to
18 perform work under this Agreement.

19 **23. CULTURAL COMPETENCY**

20 As related to Cultural and Linguistic Competence, CONTRACTOR(S) shall comply with:

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

27 B. Policies and procedures for ensuring access and appropriate use of trained
28 interpreters and material translation services for all LEP consumers, including, but not limited to,

1 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and
2 procedures, and monitoring its language assistance program. The CONTRACTOR(S)'s procedures
3 must include ensuring compliance of any sub-contracted providers with these requirements.

4 C. CONTRACTOR(S) shall not use minors as interpreters.

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

17 E. In compliance with the State mandated Culturally and Linguistically Appropriate
18 Services standards as published by the Office of Minority Health, CONTRACTOR(S) must submit to
19 COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR(S)'s
20 plan to address all fifteen national cultural competency standards as set forth in Exhibit K, "National
21 Standards on Culturally and Linguistically Appropriate Services (CLAS)"
22 (<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport/pdf>), attached hereto and by this
23 reference incorporated herein. COUNTY's annual on-site review of CONTRACTOR(S) shall include
24 collection of documentation to ensure all national standards are implemented. As the national
25 competency standards are updated, CONTRACTOR(S)' plan must be updated accordingly. Cultural
26 competency training for CONTRACTOR(S)'s staff should be substantively integrated into health
27 professions education and training at all levels, both academic and functional, including core
28 curriculum, professional licensure, and continuing professional development programs.

CONTRACTOR(S) on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that shows all CONTRACTOR(S) staff cultural competency trainings completed.

24. AMERICANS WITH DISABILITIES ACT

CONTRACTOR(S) agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. §794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

25. CONFLICT OF INTEREST

No officer, agent, or employee of COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of COUNTY shall be employed by CONTRACTOR(S) to fulfill any contractual obligations with COUNTY.

CONTRACTOR(S) shall also comply with all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of COUNTY.

26. CHARITABLE CHOICE

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

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

6 **27. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

24 **28. SINGLE AUDIT CLAUSE**

25 A. If CONTRACTOR(S) expends Seven Hundred Fifty Thousand Dollars and
26 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR(S)
27 agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards
28 as set forth in Office of Management and Budget (OMB) 2 CFR 200. CONTRACTOR(S) shall submit

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

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

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

1 other pending matters, whichever is later.

2 **29. COMPLIANCE**

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

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

25 **30. ASSURANCES**

26 In entering into this Agreement, CONTRACTOR(S) certifies that it is not currently
27 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care
28 Programs: that it has not been convicted of a criminal offense related to the provision of health care

1 items or services; nor has it been reinstated to participation in the Federal Health Care Programs after
2 a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to
3 entering into a contract, that CONTRACTOR(S) is ineligible on these grounds, COUNTY will remove
4 CONTRACTOR(S) from responsibility for, or involvement with, COUNTY's business operations related
5 to the Federal Health Care Programs and shall remove such CONTRACTOR(S) from any position in
6 which CONTRACTOR(S)' compensation, or the items or services rendered, ordered or prescribed by
7 CONTRACTOR(S) may be paid in whole or part, directly or indirectly, by Federal
8 Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR(S)
9 is reinstated into participation in the Federal Health Care Programs.

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

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

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

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

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

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

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

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

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

7 **31. PUBLICITY PROHIBITION**

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

16 **32. COMPLAINTS**

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

25 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored
26 clients, CONTRACTOR(S) shall provide COUNTY with information relevant to the complaint,
27 investigative details of the complaint, the complaint and CONTRACTOR(S)' disposition of, or
28 corrective action taken to resolve the complaint. In addition, CONTRACTOR(S) shall inform every

client of their rights as set forth in Exhibit I and Exhibit J regarding grievances and incident reporting.

33. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

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

In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the following information must be disclosed by CONTRACTOR(S) by completing Exhibit L "Disclosure of Ownership and Control Interest Statement," attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR(S) shall submit this form to COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR(S) shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit L. CONTRACTOR(S) is required to submit a set of fingerprints for any person with a five (5) percent or greater direct or indirect ownership interest in CONTRACTOR(S). COUNTY may terminate this Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in the CONTRACTOR(S) and did not submit timely and accurate information and cooperate with any screening method required in CFR, Title 42, Section 455.416. Submissions shall be scanned pdf copies and are to be sent via email to DBHAdministration@co.fresno.ca.us, Attention: Contracts Administration. COUNTY may deny enrollment or terminate this Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in CONTRACTOR(S) has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years.

34. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

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

A. Within the three (3) year period preceding the Agreement award, they have been convicted of, or had a civil judgment rendered against them for:

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

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

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

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

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1 **35. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

13 **36. AUDITS AND INSPECTIONS**

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

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

23 **37. NOTICES**

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

26 COUNTY
27 Director, Fresno County
28 Department of Behavioral Health
 3133 N. Millbrook Ave.
 Fresno, CA 93703

CONTRACTOR(S)
SEE EXHIBIT A

1 All notices between the COUNTY and CONTRACTOR(S) provided for or permitted
2 under this Agreement must be in writing and delivered either by personal service, by first-class United
3 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A
4 notice delivered by personal service is effective upon service to the recipient. A notice delivered by
5 first-class United States mail is effective three (3) COUNTY business days after deposit in the United
6 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
7 commercial courier service is effective one (1) COUNTY business day after deposit with the overnight
8 commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery,
9 addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to
10 the recipient is completed (but, if such transmission is completed outside of COUNTY business hours,
11 then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day),
12 provided that the sender maintains a machine record of the completed transmission. For all claims
13 arising out of or related to this Agreement, nothing in this Section establishes, waives, or modifies any
14 claims presentation requirements or procedures provided by law, including but not limited to the
15 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

16 **38. SEVERABILITY**

17 If any non-material term, provision, covenant, or condition of this Agreement is held by
18 a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions
19 shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

20 **39. SEPARATE AGREEMENT**

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

25 **40. GOVERNING LAW**

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

28 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.

41. SUPERSEDE

This Agreement shall supersede in its entirety and render null and void the Agreement between parties identified in COUNTY Agreement No. 14-313-1, effective January 1, 2019.

42. ENTIRE AGREEMENT

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

Exhibit A –	List of Contractors
Exhibit B --	Program Overview
Exhibit B-1, <i>et seq.</i>	Summary of Services
Exhibit C –	Guiding Principles of Care Delivery
Exhibit D-1, <i>et seq.</i> –	Budgets
Exhibit E –	Fresno County Mental Health Compliance Plan and Code of Conduct
Exhibit F –	Documentation Standards for Client Records
Exhibit G –	State Mental Health Requirements
Exhibit H –	Medi-Cal Organizational Provider Standards
Exhibit I –	Fresno County Mental Health Plan Grievances and Appeals Process
Exhibit J –	Protocol for Completion of Incident of Report
Exhibit K –	CLAS EXHIBIT
Exhibit L –	Disclosure of Ownership and Control Interest Statement
Exhibit M –	Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
Exhibit N –	Self-Dealing Transaction Disclosure Form

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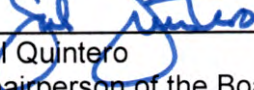
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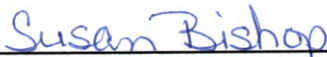
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.
3

4 COUNTY OF FRESNO
5

6
7 By 
8 Sal Quintero
9 Chairperson of the Board of Supervisors
of the County of Fresno

10 Date: 8-7-18
11

12
13 BERNICE E. SEIDEL, Deputy
14 Clerk of the Board of Supervisors
County of Fresno, State of California

15
16 By 

17 Date: 8-7-18
18
19
20
21
22
23
24

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

27 PLEASE SEE ADDITIONAL
28 SIGNATURE PAGES ATTACHED

1 **CONTRACTOR:**

2 **PROMESA BEHAVIORAL HEALTH**

3
4 By Michael der Manuel, Sr.

5 Print Name: MICHAEL DER MANOUEL, SR

6
7 Title: PRESIDENT
8 Chairman of the Board, or
9 President or any Vice President

10 By 

11
12 Print Name: ERLAN ZUNIGA

13
14 Title: FINANCE DIRECTOR
15 Secretary of Corporation, or
16 Any Assistant Secretary, or
17 Chief Financial Officer, or
18 Any Assistant Treasurer

19 **PLEASE SEE ADDITIONAL**
20 **SIGNATURE PAGE ATTACHED**

21 Mailing Address:
22 7120 N. Marks Avenue, Suite 100
23 Fresno, Ca. 93711
24 Phone No.: (559) 439-5437
25 Contact: Lisa Weigant, Chief Executive Officer
26
27
28

**SHORT-TERM RESIDENTIAL TREATMENT PROGRAMS
MASTER AGREEMENT
VENDOR LIST**

1. PROMESA BEHAVIORAL HEALTH (Exhibits B-1; C-1)
7120 N. Marks Avenue, Suite 110
Fresno, CA 93711
Phone#: (559) 439-5437
Contact for Notices: Chief Executive Officer

SHORT-TERM RESIDENTIAL TREATMENT PROGRAM

SUMMARY OF SERVICES

ORGANIZATION: Promesa Behavioral Health

ADDRESS: 7120 N. Marks Avenue, Suite 110
Fresno, CA 93711

TELEPHONE: (559) 439-5437

CONTACT PERSON: Lisa Weigant, Chief Executive Officer

CONTRACT PERIOD: July 10, 2018 – June 30, 2021
with two (2) optional twelve (12) month renewals

SUMMARY OF SERVICES

CONTRACTOR, Promesa Behavioral Health (Promesa), is a CARF accredited agency licensed by the State of California to operate eight (8) separate short-term residential therapeutic programs (STRTPs) which will provide short-term, specialized, and intensive treatment to youth placed in their care, 24-hours a day, 7 days a week. Promesa is committed to providing high quality, individualized, coordinated services which are aimed at successful short-term placement and stabilization for the youth in their care. While stability is being achieved, staff concurrently seeks permanency in a nurturing family (whether the family of origin, a loving foster home, adoption, lower level of care, or transitional setting).

Promesa has fully incorporated a trauma-informed approach in their STRTP model, which includes dedicated teams of licensed and/or registered clinicians, case managers, and committed professionals to deliver specialty mental health services. Services are culturally relevant, trauma-informed, age/developmentally appropriate, and adhere to CLAS guidelines. Additionally, Promesa's staff provides advocacy efforts on behalf of the youth as well as work with additional available supports such as family members, CASA workers, mentors, public defenders etc. Promesa is also a community provider of substance use disorder treatment services as they understand that mental health and treatment of substance use disorders are most effectively addressed concurrently.

TARGET POPULATION

Promesa shall provide specialty mental health services to male and female youth, aged twelve (12) to eighteen (18) and non-minor dependents enrolled in the Extended Foster Care program.

SERVICE LOCATIONS

BARSTOW

1415 W. Barstow
Fresno, CA 93711
(559) 438-9344

MILLBROOK

4291 N. Millbrook
Fresno, CA 93726
(559) 224-7967

NILES 5

1853 E. Niles
Fresno, CA 93720
(559) 325-3892

VAN NESS

1027 N. Van Ness
Fresno, CA 93728
(559) 268-7613

SPRUCE

775 E. Spruce
Fresno, CA 93720

MADERA

10120 Lanesbridge Rd.
Madera, CA 93636
(559) 431-5532

MINARETS

718 E. Minarets
Fresno, CA 93720
(559) 447-1114

NILES 4

1942 E. Niles
Fresno, CA 93720
(559) 323-4957

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

Promesa incorporates the skills of culturally competent and multi-lingual professionals when serving the needs of a culturally diverse population. Services shall be delivered timely and collaboratively, with an emphasis of removing barriers to service and treatment. Training, marketing, literature and educational tools are sensitive to the unique cultural needs of our beneficiaries. Specifically, Promesa follows the Trauma Resiliency Model (TRM) which helps the client understand the concept of resiliency and how to restore balance to the body and the mind after traumatic experiences. This approach helps youth and their families manage trauma stress events and restore balance in their lives

Promesa focuses on stabilization, mental health, and substance use disorder (SUD) services. Stabilization aims to intervene with youth who exhibit escalated or assaultive behavior from injuring or endangering themselves or others. All youth who enter Promesa will have an individualized treatment plan completed with goals and objectives specific to the youth's mental health needs, as determined by previous assessments and the behavioral health assessment completed by Promesa's clinicians. SUD services are designed for clients who have a history of alcohol and drug use that qualify by the criteria stated in the DSM-V and ASAM.

To meet these needs, Promesa will provide the following services to the STRTP clients:

- A. All youth who enter Promesa will receive a mental health assessment and will have an individualized Treatment Plan completed with goals and objectives specific to the youth's mental health needs as determined by the assessment. This plan is completed within 30 days of placement and is incorporated into the Needs and Services Plan. Each youth's Treatment Plan is individualized to meet her/his mental health needs and is developed in accordance with the diagnosis provided. The Treatment Plan aims to address a number

of issues (i.e., multiple diagnosis using a reliable assessment (for example, Beck Depression Index, Trauma Resilience). The Treatment Plan shall factor in developmental as well as diagnostic issues.

- B. A licensed mental health professional (LMHP) shall perform a clinical review every ninety (90) days of the youth's status and progress in treatment. This review determines whether the youth should continue in an STRTP-level placement or be transitioned to a lower level of care. The LMHP makes this determination in consultation with the COUNTY placing agency. A report documenting this clinical assessment is maintained in the youth's record.
- C. The LMHP shall provide all specialty mental health services to the youth's needs, as identified in the assessment and included in the client's Treatment Plan.
- D. Development of a Needs and Services Plan (NSP), with the cooperation/input of beneficiary and authorized representative. The initial NSP is completed and signed within ten (10) calendar days of admission and includes mental health needs identified in the case plan, treatment plan, and any available mental health assessment. The NSP is reviewed by a member of the direct service program staff at least every thirty (30) calendar days.
- E. Promesa shall ensure continuity of care, services, and treatment as the youth moves from STRTP placement to home-based family care or other permanent living situation through reunification, adoption or guardianship, in accordance with the case plan, NSP, and/or Treatment Plan, as ensured by continuous review and transition planning.
- F. The youth's necessary specialty mental health services shall be identified and documented in the youth's NSP and Treatment Plan, and maintained in the youth's health record. The youth's utilization of existing grievance processes for accessing services shall also be documented and recorded in the youth's health record.
- G. Progress notes shall document the youth's participation and responses to specialty mental health treatment services. Progress notes shall meet all Medi-Cal documentation requirements and shall be maintained in the youth's health record.
- H. Progress notes shall be entered into the youth's health record, signed, and dated by the LMHP who provided the service.
- I. Promesa's Head of Service shall review the progress notes completed by licensed staff and registered interns on a weekly basis. Each note reviewed is signed and notated with the date and time of review.
- J. Promesa shall ensure that American Indian youth receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

- K. All specialty mental health services shall be client-based, meet medical necessity, and meet all Medi-Cal standards
- L. Specialty Mental Health Services
- a) Mental Health Assessment – clinical analysis of the history and current status of a youth’s mental, emotional, or behavioral disorder to include relevant cultural and social issues, history, diagnosis, and any recorded testing results. All youth arriving into placement shall receive a Mental Health Assessment. .
 - b) Plan Development – the development of client plans to include the NSP, approval of client plans, and monitoring of a beneficiaries progress. Minor clients participate in the development of both the NSP and the Treatment Plan. The NSP is a comprehensive detail of their personal goals and objectives for improvement and exiting from Promesa’s program, while the Treatment Plan is specific to mental health and behavioral improvements the youth would like to work towards.
 - c) Therapy – therapeutic intervention that focuses on symptom reduction in order to improve identified functional impairments. This service may be delivered to an individual or group and may also include family therapy. Youth shall receive both individual and group therapy at least once per week. The therapeutic modalities are Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), and the Trauma Resiliency Model (TRM). CBT is effective in treating children and adolescents who have persistent behavioral reactions, DBT focuses on problem solving and acceptance-based strategies within a framework of dialectical methods, and TRM focuses on the concept the biological basis of trauma.
 - d) Collateral – any service activity to a significant support person in a client’s life with the intent of improving or maintaining the mental health status of the beneficiary. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client’s condition and involving them in service planning and implementation of the Treatment Plan. Family counseling or therapy, which is provided on behalf of the client, may be considered collateral.
 - e) Case Management – any service that assists the youth to access the needed social, vocational, medical, educational, rehabilitative or other community services. Services may include, but are not limited to, communication, coordination and referral to available resources.
 - f) Crisis Intervention – any emergency response that enables a client to cope with a crisis. Activities are intended to support, improve or maintain the client’s mental health status.

- g) Rehabilitation – any activity that seeks to improve, maintain, or restore a youth's functional daily living, social, grooming, leisure, personal hygiene, while also providing access to support resources and medication education.
- h) Intensive Care Coordination (ICC) – participation in Child Family Team (CFT) meetings to ensure care coordination of specialty mental health treatment services for the youth. This includes comprehensive assessment and periodic reassessment, development and revision of the plan, referral, monitoring and follow up activities and transition. While the CFT process is an essential piece of ICC, this element of a case plan is targeted case management that facilitates, coordinates, and monitors for the full scope of Medi-Cal services, which meet medical necessity criteria. Promesa's ICC process organizes and matches care across providers and child service systems, which allows the youth to be served in the community, especially upon transition from STRTP.
- i) Medication Support Services – any service that includes prescribing, administering, dispensing and monitoring psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental health conditions. Services may also include evaluation for the need of medication, evaluation of clinical effectiveness and side effects, obtaining informed consent, medication education and plan development related to the delivery of the service and or assessment of the youth. Promesa's contracts for psychiatry services with a Board-Certified Psychiatrist and has the ability to schedule convenient appointments for the youth. If a youth enters the program with a current prescription for medication – including psychotropic medication – the prescription shall be confirmed upon admittance. Youth with a current prescription for psychotropic medication or assessed as potentially benefitting from psychotropic medication, shall meet with the psychiatrist shortly after admittance. The psychiatrist shall be able to meet with the youth monthly for monitoring if the youth is on medication or more often as necessary if the youth reports concerns.
- j) Intensive Day Treatment – Promesa does not provide intensive day treatment. When referral calls are received requesting this service, Promesa will determine if the youth's needs can be met in its program and if services can be accessed in Fresno County. If the youth is placed, Promesa would access the intensive day treatment program through Fresno County Department of Behavioral Health. If the youth cannot be served by Promesa, the placement worker would be directed to those who are programmatically set-up to provide these services. When a youth is admitted for residential treatment, and progresses sufficiently within their Needs and Services Plan, with a clinical determination that the youth would benefit from an Intensive Day Treatment program, the staff undertakes to secure a placement for our youth in such a service.
- k) Day Rehabilitation Services - Promesa does not provide day rehabilitation services. When referral calls are received requesting this service, Promesa will

determine if the youth's needs can be met in our program and if services can be accessed in Fresno County. If the youth is placed, Promesa would access day rehabilitation services through Fresno County Department of Behavioral Health. If the youth cannot be served by Promesa, the placement worker would be directed to those who are programmatically set-up to provide these services. When youth who are in care are determined to need day rehabilitation services, they are referred to and/or re-directed to those community agencies through Fresno County.

STAFFING

- A. All licensed, waived, and registered mental health professional providing services in an STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. A STRTP shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
 - a) Physicians
 - b) Psychologists or psychologists who have received a waiver pursuant to WIC Code 5751.2
 - c) Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
 - d) Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
 - e) Registered Nurses
 - f) Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
 - g) Licensed Vocational Nurses
 - h) Psychiatric Technicians
 - i) Occupational Therapists
 - j) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, a STRTP shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. The STRTP shall have access to a psychiatrist twenty-four (24) hours per day. When needed, Promesa shall offer services via Telecare delivery. These services are delivered in a technology transparent manner utilizing real-time high definition video conferencing technology that is both HIPAA compliant and secure.

PERFORMANCE MEASURES/PROGRAM OUTCOMES

Promesa shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the COUNTY. Promesa utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the COUNTY annually in accumulative reports for overall program and contract evaluation.

Promesa will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of clients to receive the right service at the right time.
 - a) Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit
- B. Effectiveness: Objective results achieved through services.
 - a) Effectiveness of treatment interventions
 - b) Effectiveness of discharge planning (e.g., percentage of clients successfully linked to lower levels of care)
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
 - a) Length of client stay in program
 - b) Number of units of service per client
 - c) Cost per client
- D. Satisfaction and Compliance: The degree to which clients, COUNTY, and other stakeholders are satisfied with the services.
 - a) Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
 - b) Surveys of persons serviced, family members, other health care providers, and other stakeholders

Promesa understands that the COUNTY may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. Promesa will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

Fresno County Department of Behavioral Health Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

DBH GOALS:

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

GUIDING PRINCIPLES OF CARE DELIVERY:

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

1. Principle One - Timely Access & Integrated Services

- Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
- Barriers to access and treatment are identified and addressed
- Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships
- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and client values and preferences
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery
- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

7. Principle Seven - Trauma-informed and Trauma-responsive

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

8. Principle Eight - Co-occurring Capable

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

- Interventions are motivation-based and adapted to the client's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

- Individual and program outcomes are collected and evaluated for quality and efficacy

- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members

Promesa Behavioral Health

SERVICE	TIME BASE	RATE PER MINUTE
Mental Health Services (Individual/Family/Group Therapy)	Staff Minute	\$2.30
Case Management	Staff Minute	\$1.78
Crisis Services	Staff Minute	\$3.42
Medication Support	Staff Minute	\$4.25
Collateral	Staff Minute	\$2.30
Plan Development	Staff Minute	\$2.30
Assessment	Staff Minute	\$2.30
Rehabilitation	Staff Minute	\$2.30
ICC	Staff Minute	\$1.78

Agency's Comment:

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 subcontractor(s) shall comply. CONTRACTOR shall require its employees and subcontractor(s) to attend a compliance training that will be provided by Fresno County. After completion of this training, CONTRACTOR, its employee and subcontractor(s), 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, clients, and other mental health contractors fairly and with respect.
4. NOT engage in any activity in violation of the COUNTY’s Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

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

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: _____

Job Title (if different from Discipline): _____

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

Documentation Standards For Client Records

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics. All medical records shall be maintained for a minimum of ten (10) years from the date of the end of the Agreement.

A. Assessments

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

B. Client Plans

1. Client plans will:
 - have specific observable and/or specific quantifiable goals

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

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

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

2. Timeliness/Frequency of Progress Notes:

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

- A. Every Service Contact
- Mental Health Services
 - Medication Support Services
 - Crisis Intervention

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

C. Suspension of Compensation

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

D. Nepotism

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

5. PATIENTS' RIGHTS

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

STATE CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: CONTRACTOR has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs; and,
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on this Agreement will:

- 1) Receive a copy of the company's drug-free workplace policy statement; and,
- 2) Agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

CONTRACTOR agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: CONTRACTOR needs to be aware of the following provisions regarding current or former state employees. If CONTRACTOR has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

If CONTRACTOR violates any provisions of above paragraphs, such action by CONTRACTOR shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

9. INSPECTION and Audit of Records and access to Facilities.

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of CONTRACTOR or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State must confirm the identity and determine the exclusion status of CONTRACTOR, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of CONTRACTOR through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify the CONTRACTOR and take action consistent with § 438.610(c).

The State must ensure that CONTRACTOR with which the State contracts under this part is not located outside of the United States and that no claims paid by a CONTRACTOR to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

Medi-Cal Organizational Provider Standards

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

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

Fresno County Mental Health Plan Grievances and Appeals Process

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

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

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

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

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

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



Department of Behavioral Health

Policy and Procedure Guide

PPG 1.2.4

Section: Administration

Effective Date: 11/01/2010

Revised Date: 03/07/2018

Policy Title: Incident Reporting and Intensive Analysis

Approved by: Dawan Utecht (Director of Behavioral Health), Elizabeth Vasquez (Compliance Officer), Kannika Toonnachat (Division Manager - Technology and Quality Management)

POLICY:

The Fresno County Department of Behavioral Health (DBH) requires all of its county-operated and contracted providers (through the Mental Health Plan (MHP) and Substance Use Disorder (SUD) services) to complete a written report of any incidents compromising the health and safety of clients, employees, or community members. The incident report must include a thorough description of: the incident itself, client information, type of event, location, people directly involved, action taken, and outcome (if known). The written report must be signed and submitted to the Department of Behavioral Health Incident Reporting email address DBHIncidentReporting@co.fresno.ca.us within **24 hours** of the incident or knowledge of the incident. An amendment to the original incident report may be submitted if all the required information is not readily available within the 24 hour reporting requirement. The Intensive Analysis Committee (IAC) will review selected incidents. Incidents that occur within the six months following discharge must also be reported.

PURPOSE:

To ensure employees identify, document and report incidents consistently and promptly. To review incidents and recommend system, policy, and protocol changes. To increase best practice and safety in the provision of behavioral health care and substance use disorder services.

REFERENCE:

California Evidence Code 1157, 1157.5, 1157.6 and 1157.7., Welfare and Institutions Code on Privileged Information**, [DMH Letter 1995-04, page 7-12](#), Fresno County Management Directive, Chapter 1700, Subject 1750, Mental Health Plan, Policy No. RSK 100.0. MHP Contract boilerplate, Exhibit H. [Fresno County DBH Incident Report](#), [MHRC 24-Hour Unusual Occurrence Report-DHCS form](#), [PSD-RM 301 Report](#), [PHF 24-Hour Unusual Occurrence Report-DHCS form](#), [Unusual Occurrence Report](#).

****Note: California Evidence Code 1157 does not guarantee that all committee discussions, reports and records are protected from discovery and disclosure in all cases.**

MISSION STATEMENT

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

Template Review Date 3/28/16



Department of Behavioral Health

Policy and Procedure Guide

Section: Administration

Effective Date: 11/01/2010

PPG 1.2.4

Policy Title: Reporting Incidents and Unusual Occurrences

DEFINITIONS:

24 Hours – 24 clock hours

Department of Behavioral Health Incident Reporting email address (DBH Incident Reporting)-
DBHIncidentReporting@co.fresno.ca.us

Department of Health Care Services- DHCS

Fresno County Department of Behavioral Health- DBH

Intensive Analysis Committee – IAC

Mental Health Plan- MHP

Mental Health Rehabilitation Center- MHRC

Psychiatric Health Facility- PHF

Quality Improvement Committee- QIC

Substance Use Disorder - SUD

Unusual Occurrence Report- UOR

An Incident is any event which jeopardizes the health and/or safety of clients, employees, or members of the community.

Incidents include, but are not limited to:

- All client deaths
- Attempted suicide (resulting in serious injury)
- Homicide or attempts at homicide
- Injury connected to services or at a service site (self-inflicted or by accident)
- Medical Emergency connected to services or at a service site
- Other (i.e. Clients escaping from a locked facility, medication errors)
- Violence, Abuse or Assault connected to services or at a service site (toward client, others or property; resulting in serious injury)

The Fresno County DBH Incident Report, MHRC/PHF 24-hour Unusual Occurrence Report, PSD-RM 301 and/or Unusual Occurrence Report are all confidential reports and are not to be part of the client's medical record.

- *DO NOT file a copy of or transcribe the Fresno County DBH Incident Report, MHRC/PHF 24-hour Unusual Occurrence Report, PSD-RM 301 and/or Unusual Occurrence Report in to the client's medical record.*
- *DO NOT document in the medical record that a Fresno County DBH Incident Report, MHRC/PHF 24-hour Unusual Occurrence Report, PSD-RM 301 and/or Unusual Occurrence Report was filed.*
- *Details of the incident that are relevant to clinical treatment may be documented in the client's medical record by the appropriate practitioner.*



Department of Behavioral Health

Policy and Procedure Guide

Section: Administration

Effective Date: 11/01/2010

PPG 1.2.4

Policy Title: Reporting Incidents and Unusual Occurrences

PROCEDURE:

- I. Employees having knowledge of an incident will follow the appropriate process listed in sections II or III below:
- II. DBH County Operated Programs
 - A. Employees involved in or first aware of an incident shall complete and submit encrypted Form PSD-RM 301-Incident Report: Non-Employee to a supervisor and/or Division Manager.
 1. Supervisor and/or Division Manager shall review the report for completeness and gather any further information needed. Supervisor, Division Manager, or designee sends the encrypted report to the DBH Incident Reporting email address, Division Manager and DBH Human Resources email address within 24 hours of an incident or knowledge of an incident.
 2. Intensive Analysis Chair or designated committee member will review the PSD-RM 301-Incident Report and request further information if needed.
- III. Contracted Providers
 - A. All contracted providers shall complete the Fresno County DBH Incident Report.
 1. The report shall be completed and signed by the employee involved in or first aware of an incident, reviewed and signed by a supervisor and/or Program Director and the encrypted Incident Report will be sent to the DBH Incident Reporting email address and designated Contract Staff Analyst within 24 hours of an incident or knowledge of an incident.
 2. Intensive Analysis Chair or designated committee member will review the DBH Incident Report. If further information is needed, designated Contract Staff Analyst shall assist in gathering requested information and provide the information to Intensive Analysis Chair or designated committee member.
 - B. In addition to completing the Fresno County DBH Incident Report under item III-A, Mental Health Rehabilitation Centers (MHRC) and Psychiatric Health Facilities (PHF) must also complete the respective below report.
 1. MHRC shall complete the DHCS MHRC 24-Hour Unusual Occurrence Report.
 - a. Report shall be completed and signed by staff involved in or first aware of an incident, reviewed and signed by a supervisor and/or



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Policy Title: Reporting Incidents and Unusual Occurrences

Program Director and submitted to DHCS via fax: (916) 440-5600 or encrypted email to the DHCS designated reporting contact (per form instructions), Contract Staff Analyst and the DBH Incident Reporting email address within 24 hours of an incident or knowledge of an incident.

2. PHF shall complete the DHCS PHF 24-Hour Unusual Occurrence Report.
 - a. Report shall be completed and signed by staff involved in or first aware of an incident, reviewed and signed by a supervisor and/or Program Director and submitted to DHCS via fax: (916) 440-5600 or encrypted email to the DHCS designated reporting contact (per form instructions), Contract Staff Analyst and the DBH Incident Reporting email address within 24 hours of an incident or knowledge of an incident.

IV. Unusual Occurrence Reporting to DHCS

- A. Unusual Occurrences may include but are not limited to physical injury and death. The MHP will report Unusual Occurrences to DHCS as determined necessary. The Unusual Occurrence Report (UOR) shall include:
 1. A written description of the incident and outcome of the incident
 2. List of persons directly involved/having direct knowledge of the incident
 3. Report of providers investigation and conclusion.
- B. If a reported incident is determined to be an Unusual Occurrence, the UOR shall be completed and signed by a Division Manager or a designated IAC member. Contracted Providers (not licensed directly by the state) who have determined an incident to be an Unusual Occurrence may elect to submit their own UORs in lieu of a DBH Division Manager or IAC member. The UOR shall be emailed encrypted to the DHCS designated reporting contact (per DHCS instructions), Contract Staff Analyst (if applicable) and the DBH Incident Reporting email address within five (5) calendar days of an incident or knowledge of an incident. MHRC's and PHF's will continue to follow reporting guidelines detailed above in Section III, B1 and B2.
- C. UORs sent to DHCS may be subject to further investigation and/or information requested by DHCS, such as: Site Reviews and Plan(s) of Correction. All correspondence between contracted provider and DHCS regarding UORs shall also be sent to the Contract Staff Analyst and the DBH Incident Reporting email address for informational purposes.
- D. Site visits by DBH may be conducted as needed.



Department of Behavioral Health

Policy and Procedure Guide

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Effective Date: 11/01/2010

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Policy Title: Reporting Incidents and Unusual Occurrences

- E. DBH may request contracted providers attest that an Intensive Analysis or similar (i.e. incident review, possible cause) has occurred. DBH may request additional analysis or information when necessary.
- V. The IAC will review incidents and recommend system, policy, and protocol changes, as needed, based on its findings. The IAC can conduct a case review with the employees involved to determine possible cause. The IAC shall track and trend incidents and report to the Quality Improvement Committee (QIC). The DBH Incident Reporting email address shall be monitored by the Intensive Analysis Chair, with supportive monitoring by the Quality Improvement Coordinator, Division Managers and Compliance Officer.
 - A. The IAC will be comprised of the following:
 - 1. Intensive Analysis Chair – Chair shall be a Licensed Marriage and Family Therapist, Licensed Clinical Social Worker, Psychologist, or Psychiatrist
 - 2. Deputy Director
 - 3. Quality Improvement Coordinator
 - 4. Division Manager from Clinical Operations
 - 5. Compliance Officer
 - 6. Quality Improvement Licensed Mental Health Clinician(s)
 - 7. Medical Director
 - 8. Other subject matter experts as deemed necessary
 - 9. +Case specific staff
 - B. The IAC shall review incidents and identify those that require further review to determine possible cause.
 - C. The IAC shall meet at least quarterly unless there are no incidents during the quarter. The IAC may meet more frequently as needed.
 - D. The IAC shall make recommendations for changes in policy, procedure and practice.
 - E. When necessary, the IAC may report personnel concerns to the appropriate HR department; the IAC does not make or take disciplinary actions but may be obligated to share employee concerns.
 - F. Copies of Incident Reporting forms received and committee notes related to action items will be maintained by the IAC for 10 years.
 - G. The IAC will report aggregate data and system recommendations at QIC.

Fresno County Department of Behavioral Health-Incident Report

Send completed forms to dbhincidentreporting@co.fresno.ca.us and designated contract analyst within 24 hours of an incident or knowledge of an incident. **DO NOT COPY OR REPRODUCE/NOT** part of the medical record.

Client Information

Last Name: Click or tap here to enter text. First Name: Click or tap here to enter text. Middle Initial: Click or tap here to enter text.

Date of Birth: Click or tap here to enter text. Client ID#: Click or tap here to enter text. Gender: ☐ Male ☐ Female

County of Origin: Click or tap here to enter text.

Name of Reporting Party: Click or tap here to enter text.

Name of Facility: Click or tap here to enter text.

Facility Address: Click or tap here to enter text.

Facility Phone Number: Click or tap here to enter text.

Incident (check all that apply)

☐ Homicide/Homicide Attempt ☐ Attempted Suicide (resulting in serious injury) ☐ Death of Client ☐ Medical Emergency

☐ Injury (self-inflicted or by accident) ☐ Violence/Abuse/Attempts to Assault (toward others, client and/or property)

☐ Other- Specify (i.e. medication errors, client escaping from locked facility, fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community): Click or tap here to enter text.

Date of Incident: Click or tap here to enter text. Time of Incident: Click or tap here to enter text. ☐ am ☐ pm

Location of Incident: Click or tap here to enter text.

Description of the Incident (Attach additional sheet if needed): Click or tap here to enter text.

Key People Directly Involved in Incident (witnesses, staff): Click or tap here to enter text.

Action Taken (check all that apply)

☐ Consulted with Physician ☐ Called 911/EMS ☐ First Aid/CPR Administered ☐ Law Enforcement Contacted

☐ Client removed from building ☐ Parent/Legal Guardian Contacted ☐ Other (Specify): Click or tap here to enter text.

Description of Action Taken: Click or tap here to enter text.

Outcome of Incident (If Known): Click or tap here to enter text.

Form Completed by: _____
Printed Name Signature Date

Reviewed by Supervisor/Program Manager: _____
Printed Name Signature Date

For Internal Use only:

☐ Report to Administration ☐ Report to Intensive Analysis Committee for additional review ☐ Request Additional Information

☐ No Action ☐ Unusual Occurrence ☐ Other: Click or tap here to enter text.

Revised 12 /2017

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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

The Case for the Enhanced National CLAS Standards

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

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

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

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

Bibliography:

- Beach, M. C., Cooper, L. A., Robinson, K. A., Price, E. G., Gary, T. L., Jenckes, M. W., Powe, N.R. (2004). Strategies for improving minority healthcare quality. (AHRQ Publication No. 04-E008-02). Retrieved from the Agency of Healthcare Research and Quality website: <http://www.ahrq.gov/downloads/pub/evidence/pdf/minqual/minqual.pdf>
- Goode, T. D., Dunne, M. C., & Bronheim, S. M. (2006). The evidence base for cultural and linguistic competency in health care. (Commonwealth Fund Publication No. 962). Retrieved from The Commonwealth Fund website: http://www.commonwealthfund.org/usr_doc/Goode_evidencebasecultlinguisticcomp_962.pdf
- LaVeist, T. A., Gaskin, D. J., & Richard, P. (2009). The economic burden of health inequalities in the United States. Retrieved from the Joint Center for Political and Economic Studies website: <http://www.jointcenter.org/sites/default/files/upload/research/files/The%20Economic%20Burden%20of%20Health%20Inequalities%20in%20the%20United%20States.pdf>
- National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: <http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?lvl=1&lvlid=33&ID=286>
- U.S. Department of Health and Human Services. (2011). HHS action plan to reduce racial and ethnic health disparities: A nation free of disparities in health and health care. Retrieved from http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS_Plan_complete.pdf
- U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). Healthy people 2020: Social determinants of health. Retrieved from <http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39>
- U.S. Department of Health and Human Services, Office of Minority Health (2011). National Partnership for Action to End Health Disparities. Retrieved from <http://minorityhealth.hhs.gov/npa>
- World Health Organization. (2012). Social determinants of health. Retrieved from http://www.who.int/social_determinants/en/

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

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

Signature:

(Printed Name & Title)

Date:

(Name of Agency or
Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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