

**AGREEMENT**

THIS AGREEMENT is made and entered into this 11th day of December, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **WESTCARE CALIFORNIA, INC.**, a California Non-profit Corporation, whose business address is PO Box 12107, Fresno, CA 93776, hereinafter referred to as "**CONTRACTOR**" (collectively the "parties").

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of a qualified agency to provide supervised after hours/overnight stay services, linkage, targeted case management, assessments, and other specialty mental health services, for adults referred from local hospital emergency departments and California Welfare and Institutions Code 5150 facilities; 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, CONTRACTOR is qualified and willing to operate said supervised overnight stay and mental health services pursuant to the terms and conditions of this Agreement.

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

**1. SEVERABILITY**

The Provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

**2. SERVICES**

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

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified in COUNTY's Request for Proposal (RFP) No. 18-040 dated April 9, 2018, Addendum No. One (1) to COUNTY's RFP No. 18-040 dated April 17, 2018, Addendum No. Two (2) to COUNTY's RFP No. 18-040 dated May 3, 2018, Addendum No. Three (3) to COUNTY's RFP No. 18-040 dated May 16, 2018

1 and Addendum No. Four (4) to COUNTY's RFP No. 18-040 dated May 23, 2018, collectively referred to  
2 herein as COUNTY's Revised RFP, and CONTRACTOR's response to said Revised RFP dated June 4,  
3 2018 all incorporated herein by reference and made part of this Agreement. In the event of any  
4 inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the  
5 following order of priority: 1) to this Agreement, including all Exhibits and excluding the Revised RFP and  
6 Contractor's Response to Revised RFP; 2) to the Revised RFP; and 3) to CONTRACTOR's Response to  
7 the Revised RFP. A copy of COUNTY's Revised RFP No. 18-040 and CONTRACTOR's response thereto  
8 shall be retained and made available during the term of this Agreement by COUNTY's DBH Contracts  
9 Division.

10 C. CONTRACTOR shall perform all services defined in Exhibit A in accordance with  
11 Exhibit C "Guiding Principles of Care Delivery", attached hereto and by this reference incorporated herein  
12 and made part of this Agreement.

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

15 E. CONTRACTOR shall participate in periodic workgroup meetings consisting of staff  
16 from COUNTY's DBH to discuss service requirements, data reporting, outcomes measurement, training,  
17 policies and procedures, overall program operations, and any problems or foreseeable problems that may  
18 arise.

19 F. Changes to any CONTRACTOR corporate information or service sites shall be  
20 made upon 30 days advance written notification to COUNTY's DBH Director and upon written approval  
21 from COUNTY's DBH Director or designee.

22 G. CONTRACTOR shall maintain requirements as a COUNTY MHP organizational  
23 provider throughout the term of this Agreement. If, for any reason, this status is not maintained, COUNTY  
24 may terminate this Agreement pursuant to Section 3 of this Agreement.

25 H. CONTRACTOR agrees that, prior to providing services under the terms and  
26 conditions of this Agreement, it shall have appropriate staff hired and in place for program services and  
27 operations, or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate this  
28 Agreement as to Section Three (3) of this Agreement.

1 I. CONTRACTOR may maintain its records in COUNTY's Electronic Health Record  
2 (EHR) system (Avatar) in accordance with Exhibit E, "Documentation Standards for Client Records,"  
3 attached hereto and incorporated herein by reference and made part of this Agreement, beginning  
4 January 1, 2019. The client record shall begin with registration and intake and include client  
5 authorizations, assessments, plans of care, and progress notes, as well as other documents as  
6 approved by the COUNTY's DBH. COUNTY shall be allowed to review records of services provided,  
7 including the goals and objectives of the treatment plan, and how the therapy provided is achieving the  
8 goals and objectives. If CONTRACTOR determines to maintain its records in COUNTY's EHR system,  
9 it shall provide COUNTY's DBH Director, or designee, with a 30-day notice. If at any time  
10 CONTRACTOR chooses not to maintain its records in COUNTY's EHR system, it shall provide  
11 COUNTY'S DBH Director, or designee, with a 30-day notice and CONTRACTOR will be responsible for  
12 obtaining its own system, at its own cost, for Electronic Health Records management. Disclaimer -  
13 COUNTY makes no warranty or representation that information entered into the COUNTY's EHR  
14 system by CONTRACTOR will be accurate, adequate or satisfactory for CONTRACTOR's own  
15 purposes or that any information in CONTRACTOR's possession or control, or transmitted or received  
16 by CONTRACTOR, is or will be secure from unauthorized access, viewing, use, disclosure, or breach.  
17 CONTRACTOR is solely responsible for client information entered by CONTRACTOR into the  
18 COUNTY's EHR system. CONTRACTOR agrees that all Private Health Information (PHI) maintained  
19 by CONTRACTOR in COUNTY's EHR system will be maintained in conformance with all HIPAA laws,  
20 as stated in Section Nineteen (19), "Health Insurance Portability and Accountability Act".

21 J. It is mutually agreed by all parties to this Agreement, that the program funded  
22 under this Agreement shall be identified and subsequently named/branded through the review and  
23 approval of the Director, COUNTY DBH or designee. All print or media materials, including program  
24 branding and program references shall be reviewed and approved by the Director, Department of  
25 Behavioral Health or designee. The program funded under this Agreement shall be identified as a  
26 County of Fresno, Department of Behavioral Health funded program, and operated by the  
27 CONTRACTOR under the terms and conditions of this Agreement.

28 **3. TERM**

1 This Agreement shall become effective on the 1st day of January, 2019 and shall terminate  
2 on the 30<sup>th</sup> day of June, 2021.

3 This Agreement may be extended for two (2) additional twelve (12) month periods upon the  
4 written approval of both parties not later than sixty (60) days prior to the first day of the next twelve (12)  
5 month extension period. The COUNTY's DBH Director or designee is authorized to execute such written  
6 approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

7 **3. TERMINATION**

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

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

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

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

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

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

6 Director (or designee)  
7 Department of Behavioral Health  
8 3133 N. Millbrook  
9 Fresno, CA 93703

9 **4. COMPENSATION**

10 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
11 compensation in accordance with the budget set forth in Exhibit B "Budget", attached hereto and by this  
12 reference incorporated herein and made part of this Agreement.

13 A. Maximum Contract Amount

14 The maximum amount payable to CONTRACTOR for the period of January 1, 2019  
15 through June 30, 2019 shall not exceed Eight Hundred Sixty-Six Thousand Seven Hundred Twenty-Nine  
16 and No/100 Dollars (\$866,729.00). It is understood by CONTRACTOR and COUNTY that the cumulative  
17 total of Mental Health Services Act (MHSA) funds payable under this Agreement to CONTRACTOR shall  
18 not exceed Six Hundred Thirty-Nine Thousand Nine Hundred Sixty-Seven and No/100 Dollars  
19 (\$639,967.00). It is also understood by CONTRACTOR and COUNTY that CONTRACTOR is estimated  
20 to generate a cumulative total of Two Hundred Twenty-Six Thousand Seven Hundred Sixty-Two and  
21 No/100 Dollars (\$226,762.00) in Medi-Cal Federal Financial Participation (FFP) for services under this  
22 Agreement to offset CONTRACTOR'S program costs as set forth in Exhibit B.

23 The maximum amount payable to CONTRACTOR for each subsequent twelve (12)  
24 month period of this Agreement shall not exceed One Million One Hundred Forty-One Thousand Four  
25 Hundred Forty and No/100 Dollars (\$1,141,440.00). It is understood by CONTRACTOR and COUNTY  
26 that the total Mental Health Services Act (MHSA) funds payable under this Agreement to CONTRACTOR  
27 for each subsequent twelve (12) month period of this Agreement shall not exceed Eight Hundred Thirty-  
28 Nine Thousand, Ninety and No/100 Dollars (\$839,090). It is also understood by CONTRACTOR and

1 COUNTY that CONTRACTOR estimates to generate a total of Three Hundred Two Thousand Three  
2 Hundred Fifty and No/100 Dollars (\$302,350.00) in Medi-Cal Federal Financial Participation (FFP) funds  
3 for each subsequent twelve (12) month period of this Agreement to offset CONTRACTOR's program costs  
4 as set forth in Exhibit B.

5 In no event shall the maximum contract amount, for the full contract term of January  
6 1, 2019 through June 30, 2023, for all the services provided by CONTRACTOR to COUNTY under the  
7 terms and conditions of this Agreement be in excess of Five Million Four Hundred Thirty-Two Thousand  
8 Four Hundred Eighty-Nine and No/100 Dollars (\$5,432,489) during the total term of this Agreement. The  
9 maximum amount of MHSA funds payable to CONTRACTOR for all services provided under this  
10 Agreement shall not exceed Three Million Nine Hundred Ninety-Six Thousand Three Hundred Twenty-  
11 Seven and No/100 Dollars (\$3,996,327). The total FFP funds estimated to be generated by  
12 CONTRACTOR under this Agreement is One Million Four Hundred Thirty-Six Thousand One Hundred  
13 Sixty Two and No/100 Dollars (\$1,436,162).

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

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

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

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

27 C. It is understood that all expenses incidental to CONTRACTOR's performance of  
28 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply with

1 any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

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

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

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

19 F. The services provided by CONTRACTOR 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 the  
21 State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred payment  
22 shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of  
23 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of  
24 payment to COUNTY plus forty-five (45) days.

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

1 withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement  
2 for any units of services rendered that are disallowed or denied by the Fresno County Mental Health Plan  
3 (Mental Health Plan) utilization review process or through the State Department of Health Care Services  
4 (DHCS) cost report audit settlement process for Medi-Cal eligible clients. Notwithstanding the above,  
5 COUNTY must notify CONTRACTOR prior to any State audit process and/or COUNTY utilization review.  
6 To the extent allowable by law, CONTRACTOR shall have the right to be present during each phase of  
7 any State audit process and/or COUNTY utilization review and shall be provided all documentation related  
8 to each phase of any State audit process and/or COUNTY utilization review. Additionally, prior to any  
9 disallowances/audit exceptions becoming final, CONTRACTOR shall be given at least 10 business days to  
10 respond to such proposed disallowances/audit exceptions.

11 H. It is understood by CONTRACTOR and COUNTY that this Agreement is funded  
12 with mental health funds to serve adults, many of whom have mental health and co-occurring substance  
13 use disorders. It is further understood by CONTRACTOR and COUNTY that funds shall be used to  
14 support appropriately integrated and documented treatment services for co-occurring mental health and  
15 substance use disorders.

## 16 5. INVOICING

17 A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) day of each  
18 month for the prior month's actual services rendered to DBH-Invoices@fresnocounty.ca.gov. After  
19 CONTRACTOR renders service to referred clients, CONTRACTOR will invoice COUNTY for payment,  
20 certify the expenditure, and submit electronic claiming data into COUNTY's electronic information system  
21 for all clients, including those eligible for Medi-Cal as well as those that are not eligible for Medi-Cal,  
22 including contracted cost per unit and actual cost per unit. COUNTY must pay CONTRACTOR before  
23 submitting a claim to DHCS for Federal reimbursement for Medi-Cal eligible clients.

24 B. If CONTRACTOR chooses to utilize the COUNTY's electronic health record system  
25 (currently AVATAR, the preferred EHR system by DBH) method as their own full electronic health records  
26 system, COUNTY's DBH shall invoice CONTRACTOR in arrears by the fifth (5th) day of each month for  
27 the prior month's hosting fee for access to the COUNTY's electronic information system in accordance with  
28 the fee schedule as set forth in Exhibit B-2, "Electronic Health Records Software Charges" attached hereto



1 and incorporated herein by this reference and made part of this Agreement. COUNTY shall invoice  
2 CONTRACTOR annually for the annual maintenance and licensing fee for access to the COUNTY's  
3 electronic information system in accordance with the fee schedule as set forth in Exhibit B. COUNTY shall  
4 invoice CONTRACTOR annually for the Reaching Recovery fee, as applicable, for access to the  
5 COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit B.  
6 CONTRACTOR shall provide payment for these expenditures to COUNTY's Fresno County Department of  
7 Behavioral Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712, Attention: Business  
8 Office, within forty-five (45) days after the date of receipt by CONTRACTOR of the invoicing provided by  
9 COUNTY.

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

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

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

27 F. CONTRACTOR will remit annually within ninety (90) days from June 30, a schedule  
28 to provide the required information on published charges for all authorized direct specialty mental health

1 services. The published charge listing will serve as a source document to determine the CONTRACTOR's  
2 usual and customary charge prevalent in the public mental health sector that is used to bill the general  
3 public, insurers or other non-Medi-Cal third party payers during the course of business operations.

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

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

11 I. CONTRACTOR is responsible for collecting and managing of data in a manner to  
12 be determined by DHCS and COUNTY's Mental Health Plan in accordance with applicable rules and  
13 regulations. COUNTY's electronic information system is a critical source of information for purposes of  
14 monitoring service volume and obtaining reimbursement.

15 J. CONTRACTOR shall submit service data into COUNTY's electronic information  
16 system, in accordance with COUNTY's DBH documentation standards, to allow COUNTY to bill Medi-Cal,  
17 and any other third-party source, for services and meet State and Federal reporting requirements.

18 K. CONTRACTOR must comply with all laws and regulations governing the Federal  
19 Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section  
20 1395 et seq; and 2) the regulations and rules promulgated by the Federal Centers for Medicare and  
21 Medicaid Services as they relate to participation, coverage and claiming reimbursement. CONTRACTOR  
22 will be responsible for compliance as of the effective date of each Federal, State or local law or regulation  
23 specified.

24 L. If a client has dual coverage, such as other health coverage (OHC) or Federal  
25 Medicare, CONTRACTOR will be responsible for billing the carrier and obtaining a payment/denial or have  
26 validation of claiming with no response ninety (90) days after the claim was mailed before the service can  
27 be entered into COUNTY's electronic information system. CONTRACTOR must report all third party  
28 collections for Medicare, third party, client pay, or private pay in each monthly invoice and in the annual

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

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

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

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

24 CONTRACTOR may provide direct specialty mental health services using pre-  
25 licensed staff as long as the individual is approved as a provider by the Mental Health Plan, is supervised  
26 by licensed staff, works within his/her scope, and only delivers allowable direct specialty mental health  
27 services. It is understood that each service is subject to audit for compliance with Federal and State  
28 regulations, and that COUNTY may be making payments in advance of said review. In the event that a

1 service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other  
2 payments due the amount of said disapproved services. CONTRACTOR shall be responsible for audit  
3 exceptions to ineligible dates of services or incorrect application of utilization review requirements.

4 **6. INDEPENDENT CONTRACTOR**

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

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

24 **7. MODIFICATION**

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

27 Notwithstanding the above, changes to services, staffing, and responsibilities of  
28 CONTRACTOR, as needed, to accommodate changes in the laws relating to mental health treatment, as

1 set forth in Exhibit A, may be made with the signed written approval of COUNTY's DBH Director or  
2 designee and CONTRACTOR through an amendment approved by COUNTY's County Counsel and the  
3 COUNTY's Auditor-Controller's Office.

4 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment,  
5 Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, as set forth  
6 in Exhibit B, that do not exceed 10% of the maximum compensation payable to CONTRACTOR may be  
7 made with the written approval of COUNTY's DBH Director or designee. Changes to the expense  
8 categories in the budget that exceed ten percent (10%) of the maximum compensation payable to  
9 CONTRACTOR, may be made with the signed written approval of COUNTY's DBH Director or designee  
10 through an amendment approved by COUNTY's Counsel and COUNTY's Auditor-Controller's Office.

11 Modifications shall not result in any change to the annual maximum compensation amount  
12 payable to CONTRACTOR, as stated in this Agreement.

13 **8. NON-ASSIGNMENT**

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

16 **9. HOLD-HARMLESS**

17 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,  
18 defend COUNTY, its officers, agents, and employees from any and all costs and expenses, including  
19 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to COUNTY  
20 in connection with the negligent performance, or failure to perform, by CONTRACTOR, its officers,  
21 agents, or employees under this Agreement, and from any and all costs and expenses, including  
22 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any  
23 person, firm or corporation who may be injured or damaged by the negligent performance, or failure to  
24 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

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

27 **10. INSURANCE**

28 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third

1 parties, CONTRACTOR, at its sole expense shall maintain in full force and affect the following insurance  
2 policies throughout the term of this Agreement:

3 A. Commercial General Liability

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

11 B. Automobile Liability

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

18 C. Real and Property Insurance

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

24 D. All Risk Property Insurance

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

E. Professional Liability

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

F. Child Abuse/Molestation and Social Services Coverage

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

8  
9 G. Worker's Compensation

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

12 H. Cyber Liability

13 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or  
14 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to  
15 duties and obligations undertaken by CONTRACTOR in this agreement and shall  
16 include, but not be limited to, claims involving infringement of intellectual  
17 property, including but not limited to infringement of copyright, trademark, trade  
18 dress, invasion of privacy violations, information theft, damage to or destruction  
19 of electronic information, release of private information, alteration of electronic  
20 information, extortion and network security. The policy shall provide coverage for  
21 breach response costs as well as regulatory fines and penalties as well as credit  
22 monitoring expenses with limits sufficient to respond to these obligations.

23 I. Waiver of Subrogation

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

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

Within thirty (30) days from the date CONTRACTOR signs this Agreement,

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

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

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

19           **11. LICENSES/CERTIFICATES**

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

28           **12. RECORDS**



1 CONTRACTOR shall maintain records in accordance with Exhibit E, "Documentation  
2 Standards for Client Records", attached hereto and by this reference incorporated herein and made part of  
3 this Agreement. COUNTY shall be allowed to review all records of services provided, including the goals  
4 and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives.  
5 All mental health records shall be considered the property of the COUNTY and shall be retained by the  
6 COUNTY upon termination or expiration of this Agreement.

7 **13. REPORTS**

8 A. Outcome Reports

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

12 B. Additional Reports

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

20 C. Cost Report

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

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

27 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR  
28 agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings

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

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

#### 20 **14. MONITORING**

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

#### 26 **15. REFERENCES TO LAWS AND RULES**

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

1 such amendment.

2       **16. COMPLIANCE WITH STATE REQUIREMENTS**

3               CONTRACTOR recognizes that COUNTY operates its mental health programs under an  
4 agreement with the State of California Department Health Care Services, and that under said agreement  
5 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere  
6 to all State requirements, including those identified in Exhibit F, "State Mental Health Requirements",  
7 attached hereto and by this reference incorporated herein and made part of this Agreement.  
8 CONTRACTOR shall also file an incident report for all incidents involving clients, following the Protocol and  
9 using the Worksheet identified in Exhibit G, "Incident Reporting", attached hereto and by this reference  
10 incorporated herein and made part of this Agreement, or a protocol and worksheet presented by  
11 CONTRACTOR that is accepted by COUNTY's DBH Director or designee.

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

13               CONTRACTOR shall perform all services as set forth in Exhibit A in accordance with the  
14 Assertive Community Treatment Model and in alignment with "Medi-Cal Organizational Provider  
15 Standards", as set forth in Exhibit H, attached hereto and by this reference incorporated herein and made  
16 part of this Agreement.

17               CONTRACTOR shall inform every client of their rights under the COUNTY's Mental Health  
18 Plan as described in Exhibit I, "Mental Health Plan", attached hereto and by this reference incorporated  
19 herein and made part of this Agreement.

20       **18. CONFIDENTIALITY**

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

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

25               COUNTY and CONTRACTOR each consider and represent themselves as covered  
26 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-  
27 191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

28               COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is

1 only for treatment, payment, and health care operations.

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

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

10 **20. DATA SECURITY**

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

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

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

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

25 **B. CONTRACTOR-Owned Computers or Computer Peripherals**

26 CONTRACTOR may not bring contractor-owned computers or computer  
27 peripherals into COUNTY for use without prior authorization from COUNTY's Chief Information Officer  
28 and/or designee(s), including but not limited to mobile storage devices. If data is approved to be

1 transferred, data must be encrypted and stored on a secure server approved by COUNTY and transferred  
2 by means of a Virtual Private Network (VPN) connection, or another type of secure connection.

3 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

24 21. PROPERTY OF COUNTY

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

For COUNTY purposes, fixed assets must fulfill three qualifications:

1. Have life span of over one year;
2. Is not a repair part; and
3. Must be valued at or greater than the capitalization thresholds for the asset

type.

<u>Asset Type</u>	<u>Threshold</u>
• Land	\$0
• Buildings and improvements	\$100,000
• Infrastructure	\$100,000
• Tangible	\$5,000
o Equipment	
o Vehicles	
• Intangible	\$100,000
o Internally generated software	
o Purchased software	
o Easements	
o Patents	
• Capital lease	\$5,000

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

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

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

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

6 CONTRACTOR further agrees to the following:

7 1. Maintain all items of equipment in good working order and condition, normal  
8 wear and tear is expected;

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

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

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

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

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

4 **22. NON-DISCRIMINATION**

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

9 **23. CULTURAL COMPETENCY**

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

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

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

22 C. CONTRACTOR shall not use minors as interpreters.

23 D. CONTRACTOR shall provide and pay for interpreting and translation services to  
24 persons participating in CONTRACTOR's services who have limited or no English language proficiency,  
25 including services to persons who are deaf or blind. Interpreter and translation services shall be provided  
26 as necessary to allow such participants meaningful access to the programs, services and benefits provided  
27 by CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital  
28 documents" (those documents that contain information that is critical for accessing CONTRACTOR's



1 services or are required by law) shall be provided to participants at no cost to the participant.

2 CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or  
3 translate for a program participant, or who directly communicate with a program participant in a language  
4 other than English, demonstrate proficiency in the participant's preferred language and can effectively  
5 communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

6 E. In compliance with the State mandated Culturally and Linguistically Appropriate  
7 standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY for  
8 approval, within sixty (60) days from date of execution of this Agreement, CONTRACTOR's plan to  
9 address all national cultural competency standards as set forth in Exhibit J "National Standards on  
10 Culturally and Linguistically Appropriate Services (CLAS)", attached hereto and incorporated herein by  
11 reference and made part of this Agreement. COUNTY's annual on-site review of CONTRACTOR shall  
12 include collection of documentation to ensure all national standards are implemented. As the national  
13 competency standards are updated, CONTRACTOR's cultural competency plan must be updated  
14 accordingly. Cultural competency training for CONTRACTOR's staff should be substantively integrated  
15 into health professions education and training at all levels, both academic and functional, including core  
16 curriculum, professional licensure, and continuing professional development programs. CONTRACTOR,  
17 on a monthly basis, shall provide COUNTY's DBH a monthly monitoring tool/report that shows all  
18 CONTRACTOR's staff completed cultural competency trainings.

19 **24. AMERICANS WITH DISABILITIES ACT**

20 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to  
21 this Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act  
22 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations  
23 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,  
24 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and  
25 information technology (EIT) accessible to people with disabilities. California Government Code section  
26 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

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

28 To the extent necessary to prevent disallowance of reimbursement under section

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

**26. SINGLE AUDIT CLAUSE**

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

1 agreements with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of  
2 CONTRACTOR.

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

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

21 **27. COMPLIANCE**

22 CONTRACTOR agrees to comply with COUNTY's Contractor Code of Conduct and Ethics  
23 and the COUNTY's Compliance Program in accordance with Exhibit D. Within thirty (30) days of entering  
24 into this Agreement with COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents,  
25 and subcontractors providing services under this Agreement certify in writing, that he or she has received,  
26 read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall  
27 ensure that within thirty (30) days of hire, all new employees, agents, and subcontractors providing  
28 services under this Agreement shall certify in writing that he or she has received, read, understood, and

1 shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR understands that the  
2 promotion of and adherence to the Contractor Code of Conduct is an element in evaluating the  
3 performance of CONTRACTOR and its employees, agents and subcontractors.

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

14           **28.   ASSURANCES**

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

27           A.    If COUNTY has notice that either CONTRACTOR, or its officers, have been  
28 charged with a criminal offense related to any Federal Health Care Program, or are proposed for exclusion

1 during the term of any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure  
2 the accuracy of any claims submitted to any Federal Health Care Program. At its discretion, given such  
3 circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of the  
4 charges or the proposed exclusion.

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

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

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

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

1 ineligible. In the event any existing employee or subcontractor informs CONTRACTOR that he or she is  
2 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs,  
3 or has been convicted of a criminal offense relating to the provision of health care services,  
4 CONTRACTOR will ensure that said employee or subcontractor does no work, either direct or indirect,  
5 relating to services provided to COUNTY.

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

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

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

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

23                   **29.       PUBLICITY PROHIBITION**

24                   None of the funds, materials, property or services provided directly or indirectly under this  
25 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of  
26 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,  
27 publicity of the services described in Section One (1) of this Agreement shall be allowed as necessary to  
28 raise public awareness about the availability of such specific services when approved in advance by

COUNTY's DBH Director or designee and at a cost to be provided in Exhibit B for such items as written/printed materials, the use of media (i.e., radio, television, newspapers), and any other related expense(s).

**30. COMPLAINTS**

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

Within ten (10) days after each incident or complaint affecting COUNTY clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and CONTRACTORS disposition of, or corrective action taken to resolve the complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit I. CONTRACTOR shall file an incident report for all incidents involving clients, following the protocol and using the worksheet identified in Exhibit G.

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

This provision is only applicable if CONTRACTOR is disclosing entities, fiscal agents, or managed care entities, 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 by completing Exhibit K, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit K. Submissions shall be scanned pdf copies and are to be sent via email to COUNTY's assigned Staff Analyst with the DBH

1 Contracts Division.

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

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

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

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

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

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

23 CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other  
24 Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit L, attached hereto  
25 and by this reference incorporated herein and made part of this Agreement. Additionally, CONTRACTOR  
26 must immediately advise COUNTY's DBH in writing if, during the term of this Agreement: (1)  
27 CONTRACTOR becomes suspended, debarred, excluded, or ineligible for participation in Federal or State  
28 funded programs or from receiving federal funds as listed in the excluded parties' list system



1 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to CONTRACTOR.

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

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

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

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

17 **34. AUDITS AND INSPECTIONS**

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

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

26 **35. NOTICES**

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

COUNTY

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

CONTRACTOR

Senior Vice President  
Westcare California, Inc.  
4944 E. Clinton Way, Ste. 101  
Fresno, CA 93776

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

**36. GOVERNING LAW**

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

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

**37. ENTIRE AGREEMENT**

This Agreement, including all Exhibits, Revised RFP No. 18-036 and CONTRACTOR's Response thereto, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,

1 commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless  
2 expressly included in this Agreement.

3 ///

4 ///

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3  
4 CONTRACTOR:  
5 WESTCARE CALIFORNIA, INC.


COUNTY OF FRESNO

6  
7   
8 (Authorized Signature)

9 Shawn A. Jenkins, Senior Vice President  
10 Print Name & Title

11 1900 N. Gateway Blvd, Suite 101

12  
13 Fresno, California 93727  
14 Mailing Address

15   
16 Sal Quintero,  
17 Chairperson of the Board of Supervisors  
18 of the County of Fresno

19 ATTEST:  
20 Bernice E. Seidel  
21 Clerk of the Board of Supervisors  
22 County of Fresno, State of California

23 By: Susan Bishop  
24 Deputy

25 FOR ACCOUNTING USE ONLY:

26  
27 ORG No.: 56304782  
28 Account No.: 7295  
Requisition No.:

**Overnight Stay  
Facility  
Scope of Work**

ORGANIZATION: WestCare California, Inc.

SITE ADDRESS: 2772 S. Martin Luther King Blvd, Fresno, CA 93706 (Overnight Stay Facility)  
3636 N. First Street Suite #123, Fresno, CA 93726 (Outpatient Facility)

SERVICES: **Overnight stay services, clinical response services, peer support services, crisis intervention and assessments, discharge services, transportation and linkage to appropriate mental health programs.**

CONTRACT PERIOD: January 1, 2019 through June 30, 2023

**SCHEDULE OF SERVICES:**

CONTRACTOR'S staff shall be available to provide Overnight Stay Facility services to individuals seven days a week, 24 hours a day.

Contractor shall provide services on eleven (11) County observed holidays in each calendar year as follows:

New Year's Day  
Martin Luther King, Jr. Holiday  
President's Day  
Cesar Chavez Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

**TARGET POPULATION:**

Adults and older adults receiving services from emergency departments/5150 facilities who are in crisis but do not require a 5150 hold. The program will provide services client referred from local emergency departments and 5150 facilities including but not limited to: Fresno Community Regional Medical Center (CRMC), St. Agnes, Clovis Community Regional Medical Center and Exodus Crisis Stabilization Center.

**PROJECT DESCRIPTION:**

The overnight stay program will provide individuals who present at the ED in crisis, but do not require a 5150 hold the opportunity to be voluntarily discharged to the care of SOS where they may spend the night, receive a meal, a shower, a place to sleep, and be assessed and linked the following day to an appropriate mental health or co-occurring treatment service. The program will also provide mental health assessment, crisis intervention, targeted case management, bridge medication support and other short-term, specialty mental health services delivered by qualified staff with the goal to increase engagement, address symptoms and bridge the gap while the consumer awaits admission to other services in the community. This will reduce ED recidivism and lengths of stay in the emergency department or crisis stabilization unit. Individuals may stay at the SOS facility for up to four nights consecutively when necessary to enhance the probability that a successful linkage will occur. Because at least 80% of individuals of the population to be served are homeless, this opportunity for a longer stay may enable housing to be secured as well as mental health service linkage. When individuals are housed first, the likelihood of initiating and staying with treatment services is enhanced, they are less likely to be lost to follow-up and the opportunity to build a helpful therapeutic alliance is strengthened. The SOS program is an established bridge and permanent supportive housing provider in Fresno County and has long-term and ongoing partnerships with housing providers including Fresno Housing Authority and Turning Point.

**CONTRACTOR'S RESPONSIBILITIES:**

CONTRACTOR shall:

1. Provide services to individuals discharged from local hospital Emergency Department's (ED)/designated 5150 facilities as requested by the County. The CONTRACTOR may expand to provide services to other agencies in the County of Fresno as needed or if requested to do so by COUNTY, Department of Behavioral Health (DB-I).
2. Transport individuals referred by local ED/5150 facilities to the overnight stay facility. Response time to the ED is expected to be less than 30 minutes from referral call from ED. Individuals are transported as necessary 24 hours per day, 7 days per week, including holidays. Individuals will additionally be transported by staff to the Outpatient Center every morning for assessment and other services. SOS case managers are expected to facilitate linkage services of all kinds by accompanying the consumer in a program vehicle to various necessary appointments, including navigation of the mental health system in order to support engagement and followthrough.
3. Provide overnight stay and linkage to appropriate levels of care the following business day. Services can be anywhere from 24 hours up to four nights if a client arrives at the facility on a Friday of a holiday weekend and linkage cannot be provided until regular business hours are resumed. The overnight stay shall be between the hours of 8pm-8am; however, the hours of 8am to 8pm will be used for linkage, targeted case management, assessments and other mental health services as needed.
4. Engage individuals at the EDs where they have been admitted.

5. Be notified by ED staff or County's CPRS staff assigned at the ED of the pending discharge of a consumer.
6. Encourage individual to accept the offer to stay overnight and be provided transportation and assistance to outpatient services the following day, or the following business day when applicable.
7. Provide supervision of individuals who are being discharged from the emergency department/designated 5150 facility. Provide for the basic care of individuals i.e.: food, bedding, shower/bath, medication supervision, etc.
8. Maintain staffing including, but not be limited to: program supervisor, clinician, case manager, peer support specialist, personal service coordinator, data/program assistant and medical director.
9. Ensure that the safety of the community, consumer and staff are a priority.
10. Have a process in place for each individual who utilizes the overnight-stay facility to ensure the individual is actively participating in services. CONTRACTOR will make telephone contacts with each participant's service provider once a week for up to 45 days. Individuals who are not keeping appointments or following through on referrals will be contacted directly, twice weekly at a minimum. Individuals who drop out will be located and motivational interviewing techniques will be used to encourage their return to their treatment program. CONTRACTOR will contact participants at least once a month until the individual has consistently participated in an outpatient program for 3 months and is functioning at a lower level of care
11. Ensure service delivery is culturally sensitive and appropriate for individuals and their families
12. Provide family support services through Peer Support Specialists and Linkage Specialists to aid in the recovery of the individual as well as to educate and engage the whole family.

**COUNTY RESPONSIBILITIES:**

**COUNTY shall:**

1. Provide program and budget oversight through the County Department of Behavioral Health (DBH), Contracted Services Division to the CONTRACTOR'S Overnight Stay Facility. In addition to contract monitoring of the program, oversight includes, but not limited to, coordination with the State Department of Mental Health, Mental Health Services Act in regard to program administration and outcomes.
2. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR staff and be available to the CONTRACTOR for ongoing consultation.

3. Receive and analyze statistical data outcome information from vendor throughout the term of contract on a monthly basis. DBH will notify the vendor when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but may also include, as appropriate, consumer and staff interviews, chart reviews, and other methods of obtaining required information.
4. Recognize that cultural competency is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the vendor efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to CONTRACTOR):
  - A. Technical assistance and mandatory cultural competency training including sexual orientation and sensitivity training for vendor personnel, at minimum once per year. County will provide mandatory training regarding the special needs of this diverse population. Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender (LGBT) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice, and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.
  - B. Technical assistance for vendor in translating behavioral health and substance abuse services information into DBH's threshold languages (Spanish, Laotian, Cambodian and Hmong). Translation services and costs associated will be the responsibility of the vendor.

## PROGRAM OUTCOMES

At minimum, one performance indicator will be identified for each of the four CARF domains listed below.

- a. Access to care: The ability of clients to receive the right service at the right time. Examples include:
  1. Timeliness of bridging prescriptions
  2. Timeliness of identifying clients with a serious mental illness
  3. Timeliness between client referral for assessment and completion of assessment; assessment to first treatment service; and, first treatment service to next follow-up
  4. Timeliness of subsequent follow-up visits
  5. Timeliness of response to sick call/health service requests



- b. Effectiveness: Objective results achieved through health care services. Examples include:
1. Effectiveness of crisis interventions
  2. Effectiveness of treatment interventions (medical and behavioral health indicators)
  3. Effectiveness of discharge planning (such as percentage of clients successfully linked to County programs, community providers, and/or other community resources after release)
  4. Timely continuity of verified community prescriptions for medication(s), upon client's release
  5. Effectiveness of transportation coordination, upon release
- c. Efficiency: The demonstration of the relationship between results and the resources used to achieve them.
- Examples include:
1. Cost per client
  2. Number of units of services per FTE by discipline
  3. Number of clients served per general population
  4. Comparison of numbers served against industry standards
- d. Satisfaction and Compliance: The degree to which clients, County, and other stakeholders are satisfied with the services.
- Examples include:
1. Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
  2. Surveys of persons served, family members, other health care providers, and other stakeholders

**SUPERVISED OVERNIGHT STAY SERVICES**  
**WESTCARE CALIFORNIA, INC.**  
**FY 2018-19 (January 1, 2019 through June 30, 2019)**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Program Supervisor	1.00		\$42,525	\$42,525
0002 Case Manager	3.00		\$92,700	\$92,700
0003 Peer Support Specialists/Driver	5.00		\$105,300	\$105,300
0004 Personal Service Coordinators	4.00		\$96,720	\$96,720
0005 Data/Program Assistant	1.50		\$33,930	\$33,930
0006 Medical Director	0.17		\$24,953	\$24,953
0007 LCSW (Mental Health Clinician)	2.00		\$87,000	\$87,000
0008 Temp Help/Overtime	0.00		\$1,875	\$1,875
0009 Title	0.00			\$0
0010 Title	0.00			\$0
0011 Title	0.00			\$0
0012 Title	0.00			\$0
<b>SALARY TOTAL</b>	<b>16.67</b>	<b>\$0</b>	<b>\$485,003</b>	<b>\$485,003</b>
<b>PAYROLL TAXES:</b>				
0030 OASDI				\$0
0031 FICA/MEDICARE			\$31,719	\$31,719
0032 SUI			\$8,245	\$8,245
<b>PAYROLL TAX TOTAL</b>		<b>\$0</b>	<b>\$39,964</b>	<b>\$39,964</b>
<b>EMPLOYEE BENEFITS:</b>				
0040 Retirement			\$14,550	\$14,550
0041 Workers Compensation			\$33,756	\$33,756
0042 dental)			\$32,495	\$32,495
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$0</b>	<b>\$80,801</b>	<b>\$80,801</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$605,768</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1010 Rent/Lease Building				\$45,200
1011 Rent/Lease Equipment				\$21,600
1012 Utilities				\$15,000
1013 Building Maintenance				\$1,800
1014 Equipment purchase				\$0
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$83,600</b>

OPERATING EXPENSES:

1060	Telephone	\$10,600
1061	Answering Service	\$0
1062	Postage	\$75
1063	Printing/Reproduction	\$75
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$7,352
1067	Household Supplies	\$4,500
1068	Food	\$188
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$1,125
1071	Transportation of Clients	\$188
1072	Staff Mileage/vehicle maintenance	\$6,000
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$1,125
1075	Lodging	\$0
1076	Other - (Identify)	\$0
1077	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$31,227

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$108,584
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$3,600
FINANCIAL SERVICES TOTAL		\$112,184

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$750
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$750

FIXED ASSETS:

1190	Computers & Software	\$6,000
1191	Furniture & Fixtures	\$12,950
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$18,950

**NON MEDI-CAL CLIENT SUPPORT EXPENSES:**

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$11,250
2002.2	Client Transportation & Support (SFC 72)	\$2,250
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$750
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		<b>\$14,250</b>
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$866,729</b>

**MEDI-CAL REVENUE:**

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Th	67,500	\$2.12	\$143,100
3100	Case Management	120,000	\$1.45	\$174,000
3200	Crisis Services	8,250	\$2.81	\$23,183
3300	Medication Support	9,750	\$3.90	\$38,025
3400	Collateral	9,750	\$2.12	\$20,670
3500	Plan Development	4,500	\$2.12	\$9,540
3600	Assessment	22,500	\$2.12	\$47,700
3700	Rehabilitation	22,500	\$2.12	\$47,700
Estimated Specialty Mental Health Services Billing Totals		264,750		\$503,918
Estimated % of Clients that are Medi-Cal Beneficiaries				90%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$453,526
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			50.00%	\$226,762
State M/Cal Share of Cost % (BH Realignment/EPSTDT)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$226,762

**OTHER REVENUE:**

4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
<b>OTHER REVENUE TOTAL</b>		<b>\$0</b>

**MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:**

5000	Prevention & Early Intervention (PEI) Funds	\$639,967
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
<b>MHSA FUNDS TOTAL</b>		<b>\$639,967</b>
<b>TOTAL PROGRAM REVENUE</b>		<b>\$866,729</b>

**SUPERVISED OVERNIGHT STAY SERVICES  
WESTCARE CALIFORNIA, INC.  
FY 2019-2020**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be Itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Program Supervisor	1.00		\$56,700	\$56,700
0002 Case Manager	3.00		\$123,600	\$123,600
0003 Peer Support Specialists/Driver	5.00		\$150,800	\$150,800
0004 Personal Service Coordinators	4.00		\$133,120	\$133,120
0005 Data/Program Assistant	1.50		\$48,360	\$48,360
0006 Medical Director	0.17		\$33,270	\$33,270
0007 LCSW (Mental Health Clinician)	2.00		\$116,000	\$116,000
0008 Temp Help/Overtime	0.00		\$2,500	\$2,500
0009 Title	0.00			\$0
0010 Title	0.00			\$0
0011 Title	0.00			\$0
0012 Title	0.00			\$0
<b>SALARY TOTAL</b>	<b>16.67</b>	<b>\$0</b>	<b>\$664,350</b>	<b>\$664,350</b>
<b>PAYROLL TAXES:</b>				
0030 OASDI				\$0
0031 FICA/MEDICARE			\$43,448	\$43,448
0032 SUI			\$11,294	\$11,294
<b>PAYROLL TAX TOTAL</b>		<b>\$0</b>	<b>\$54,742</b>	<b>\$54,742</b>
<b>EMPLOYEE BENEFITS:</b>				
0040 Retirement			\$19,931	\$19,931
0041 Workers Compensation			\$46,239	\$46,239
0042 dental)			\$44,511	\$44,511
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$0</b>	<b>\$110,681</b>	<b>\$110,681</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$829,773</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1010 Rent/Lease Building				\$53,600
1011 Rent/Lease Equipment				\$28,800
1012 Utilities				\$20,000
1013 Building Maintenance				\$2,400
1014 Equipment purchase				\$0
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$104,800</b>

OPERATING EXPENSES:

1060	Telephone	\$13,200
1061	Answering Service	\$0
1062	Postage	\$100
1063	Printing/Reproduction	\$100
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$7,370
1067	Household Supplies	\$6,000
1068	Food	\$250
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$1,500
1071	Transportation of Clients	\$250
1072	Staff Mileage/vehicle maintenance	\$8,000
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$1,500
1075	Lodging	\$0
1076	Other - (Identify)	\$0
1077	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$38,270

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$143,797
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$4,800
FINANCIAL SERVICES TOTAL		\$148,597

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$1,000
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$1,000

FIXED ASSETS:

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

**NON MEDI-CAL CLIENT SUPPORT EXPENSES:**

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$15,000
2002.2	Client Transportation & Support (SFC 72)	\$3,000
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$1,000
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		<b>\$19,000</b>
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$1,141,440</b>

**MEDI-CAL REVENUE:**

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Ther	90,000	\$2.12	\$190,800
3100	Case Management	160,000	\$1.45	\$232,000
3200	Crisis Services	11,000	\$2.81	\$30,910
3300	Medication Support	13,000	\$3.90	\$50,700
3400	Collateral	13,000	\$2.12	\$27,560
3500	Plan Development	6,000	\$2.12	\$12,720
3600	Assessment	30,000	\$2.12	\$63,600
3700	Rehabilitation	30,000	\$2.12	\$63,600
Estimated Specialty Mental Health Services Billing Totals		353,000		\$671,890
Estimated % of Clients that are Medi-Cal Beneficiaries				90%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$604,701
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			50.00%	\$302,350
State M/Cal Share of Cost % (BH Realignment/EPSDT)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$302,350

**OTHER REVENUE:**

4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
<b>OTHER REVENUE TOTAL</b>		<b>\$0</b>

**MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:**

5000	Prevention & Early Intervention (PEI) Funds	\$839,090
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
<b>MHSA FUNDS TOTAL</b>		<b>\$839,090</b>
<b>TOTAL PROGRAM REVENUE</b>		<b>\$1,141,440</b>

**SUPERVISED OVERNIGHT STAY SERVICES  
WESTCARE CALIFORNIA, INC.  
FY 2020-2021**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be Itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Program Supervisor	1.00		\$56,700	\$56,700
0002 Case Manager	3.00		\$123,600	\$123,600
0003 Peer Support Specialists/Driver	5.00		\$150,800	\$150,800
0004 Personal Service Coordinators	4.00		\$133,120	\$133,120
0005 Data/Program Assistant	1.50		\$48,360	\$48,360
0006 Medical Director	0.17		\$33,270	\$33,270
0007 LCSW (Mental Health Clinician)	2.00		\$116,000	\$116,000
0008 Temp Help/Overtime	0.00		\$2,500	\$2,500
0009 Title	0.00			\$0
0010 Title	0.00			\$0
0011 Title	0.00			\$0
0012 Title	0.00			\$0
<b>SALARY TOTAL</b>	<b>16.67</b>	<b>\$0</b>	<b>\$664,350</b>	<b>\$664,350</b>
<b>PAYROLL TAXES:</b>				
0030 OASDI				\$0
0031 FICA/MEDICARE			\$43,448	\$43,448
0032 SUI			\$11,294	\$11,294
<b>PAYROLL TAX TOTAL</b>		<b>\$0</b>	<b>\$54,742</b>	<b>\$54,742</b>
<b>EMPLOYEE BENEFITS:</b>				
0040 Retirement			\$19,931	\$19,931
0041 Workers Compensation			\$46,239	\$46,239
0042 Health Insurance (medical, vision, life, dental)			\$44,511	\$44,511
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$0</b>	<b>\$110,681</b>	<b>\$110,681</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$829,773</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1010 Rent/Lease Building				\$53,600
1011 Rent/Lease Equipment				\$28,800
1012 Utilities				\$20,000
1013 Building Maintenance				\$2,400
1014 Equipment purchase				\$0
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$104,800</b>



OPERATING EXPENSES:

1060	Telephone	\$13,200
1061	Answering Service	\$0
1062	Postage	\$100
1063	Printing/Reproduction	\$100
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$7,370
1067	Household Supplies	\$6,000
1068	Food	\$250
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$1,500
1071	Transportation of Clients	\$250
1072	Staff Mileage/vehicle maintenance	\$8,000
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$1,500
1075	Lodging	\$0
1076	Other - (Identify)	\$0
1077	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$38,270

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$143,797
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$4,800
FINANCIAL SERVICES TOTAL		\$148,597

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$1,000
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$1,000

FIXED ASSETS:

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

**NON MEDI-CAL CLIENT SUPPORT EXPENSES:**

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$15,000
2002.2	Client Transportation & Support (SFC 72)	\$3,000
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$1,000
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		<b>\$19,000</b>
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$1,141,440</b>

**MEDI-CAL REVENUE:**

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	90,000	\$2.12	\$190,800
3100	Case Management	160,000	\$1.45	\$232,000
3200	Crisis Services	11,000	\$2.81	\$30,910
3300	Medication Support	13,000	\$3.90	\$50,700
3400	Collateral	13,000	\$2.12	\$27,560
3500	Plan Development	6,000	\$2.12	\$12,720
3600	Assessment	30,000	\$2.12	\$63,600
3700	Rehabilitation	30,000	\$2.12	\$63,600
Estimated Specialty Mental Health Services Billing Totals		353,000		\$671,890
Estimated % of Clients that are Medi-Cal Beneficiaries				90%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$604,701
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			50.00%	\$302,350
State M/Cal Share of Cost % (BH Realignment/EPSTD)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$302,350

**OTHER REVENUE:**

4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
<b>OTHER REVENUE TOTAL</b>		<b>\$0</b>

**MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:**

5000	Prevention & Early Intervention (PEI) Funds	\$839,090
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
<b>MHSA FUNDS TOTAL</b>		<b>\$839,090</b>
<b>TOTAL PROGRAM REVENUE</b>		<b>\$1,141,440</b>

**SUPERVISED OVERNIGHT STAY SERVICES  
WESTCARE CALIFORNIA, INC.  
FY 2021-2022**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Program Supervisor	1.00		\$56,700	\$56,700
0002 Case Manager	3.00		\$123,600	\$123,600
0003 Peer Support Specialists/Driver	5.00		\$156,000	\$156,000
0004 Personal Service Coordinators	4.00		\$133,120	\$133,120
0005 Data/Program Assistant	1.50		\$48,360	\$48,360
0006 Medical Director	0.17		\$33,270	\$33,270
0007 LCSW (Mental Health Clinician)	2.00		\$116,000	\$116,000
0008 Temp Help/Overtime	0.00		\$850	\$850
0009 Title	0.00			\$0
0010 Title	0.00			\$0
0011 Title	0.00			\$0
0012 Title	0.00			\$0
<b>SALARY TOTAL</b>	<b>16.67</b>	<b>\$0</b>	<b>\$667,900</b>	<b>\$667,900</b>
<b>PAYROLL TAXES:</b>				
0030 OASDI				\$0
0031 FICA/MEDICARE			\$43,681	\$43,681
0032 SUI			\$11,354	\$11,354
<b>PAYROLL TAX TOTAL</b>		<b>\$0</b>	<b>\$55,035</b>	<b>\$55,035</b>
<b>EMPLOYEE BENEFITS:</b>				
0040 Retirement			\$20,037	\$20,037
0041 Workers Compensation			\$46,486	\$46,486
0042 Health Insurance (medical, vision, life, dental)			\$44,749	\$44,749
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$0</b>	<b>\$111,272</b>	<b>\$111,272</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$834,207</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1010 Rent/Lease Building				\$53,600
1011 Rent/Lease Equipment				\$28,800
1012 Utilities				\$20,000
1013 Building Maintenance				\$2,400
1014 Equipment purchase				\$0
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$104,800</b>

OPERATING EXPENSES:

1060	Telephone	\$13,200
1061	Answering Service	\$0
1062	Postage	\$68
1063	Printing/Reproduction	\$68
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$6,000
1067	Household Supplies	\$5,000
1068	Food	\$250
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$1,000
1071	Transportation of Clients	\$250
1072	Staff Mileage/vehicle maintenance	\$8,000
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$500
1075	Lodging	\$0
1076	Other - (Identify)	\$0
1077	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$34,336

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$143,797
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$4,800
FINANCIAL SERVICES TOTAL		\$148,597

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$500
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$500

FIXED ASSETS:

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

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$15,000
2002.2	Client Transportation & Support (SFC 72)	\$3,000
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$1,000
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$19,000
TOTAL PROGRAM EXPENSES		\$1,141,440

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	90,000	\$2.12	\$190,800
3100	Case Management	160,000	\$1.45	\$232,000
3200	Crisis Services	11,000	\$2.81	\$30,910
3300	Medication Support	13,000	\$3.90	\$50,700
3400	Collateral	13,000	\$2.12	\$27,560
3500	Plan Development	6,000	\$2.12	\$12,720
3600	Assessment	30,000	\$2.12	\$63,600
3700	Rehabilitation	30,000	\$2.12	\$63,600
Estimated Specialty Mental Health Services Billing Totals		353,000		\$671,890
Estimated % of Clients that are Medi-Cal Beneficiaries				90%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$604,701
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			50.00%	\$302,350
State M/Cal Share of Cost % (BH Realignment/EPSTDT)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$302,350

OTHER REVENUE:

4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$0

MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:

5000	Prevention & Early Intervention (PEI) Funds	\$839,090
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL		\$839,090
TOTAL PROGRAM REVENUE		\$1,141,440

**SUPERVISED OVERNIGHT STAY SERVICES**  
**WESTCARE CALIFORNIA, INC.**  
**FY 2022-2023**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Program Supervisor	1.00		\$56,700	\$56,700
0002 Case Manager	3.00		\$123,600	\$123,600
0003 Peer Support Specialists/Driver	5.00		\$156,000	\$156,000
0004 Personal Service Coordinators	4.00		\$133,120	\$133,120
0005 Data/Program Assistant	1.50		\$48,360	\$48,360
0006 Medical Director	0.17		\$33,270	\$33,270
0007 LCSW (Mental Health Clinician)	2.00		\$116,000	\$116,000
0008 Temp Help/Overtime	0.00		\$850	\$850
0009 Title	0.00			\$0
0010 Title	0.00			\$0
0011 Title	0.00			\$0
0012 Title	0.00			\$0
<b>SALARY TOTAL</b>	<b>16.67</b>	<b>\$0</b>	<b>\$667,900</b>	<b>\$667,900</b>
<b>PAYROLL TAXES:</b>				
0030 OASDI				\$0
0031 FICA/MEDICARE			\$43,681	\$43,681
0032 SUI			\$11,354	\$11,354
<b>PAYROLL TAX TOTAL</b>		<b>\$0</b>	<b>\$55,035</b>	<b>\$55,035</b>
<b>EMPLOYEE BENEFITS:</b>				
0040 Retirement			\$20,037	\$20,037
0041 Workers Compensation			\$46,486	\$46,486
0042 Health Insurance (medical, vision, life, dental)			\$44,749	\$44,749
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$0</b>	<b>\$111,272</b>	<b>\$111,272</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$834,207</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1010 Rent/Lease Building				\$53,600
1011 Rent/Lease Equipment				\$28,800
1012 Utilities				\$20,000
1013 Building Maintenance				\$2,400
1014 Equipment purchase				\$0
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$104,800</b>

OPERATING EXPENSES:

1060	Telephone	\$13,200
1061	Answering Service	\$0
1062	Postage	\$68
1063	Printing/Reproduction	\$68
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$6,000
1067	Household Supplies	\$5,000
1068	Food	\$250
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$1,000
1071	Transportation of Clients	\$250
1072	Staff Mileage/vehicle maintenance	\$8,000
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$500
1075	Lodging	\$0
1076	Other - (Identify)	\$0
1077	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$34,336

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$143,797
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$4,800
FINANCIAL SERVICES TOTAL		\$148,597

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$500
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$500

FIXED ASSETS:

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

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$15,000
2002.2	Client Transportation & Support (SFC 72)	\$3,000
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$1,000
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$19,000
TOTAL PROGRAM EXPENSES		\$1,141,440

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Thera	90,000	\$2.12	\$190,800
3100	Case Management	160,000	\$1.45	\$232,000
3200	Crisis Services	11,000	\$2.81	\$30,910
3300	Medication Support	13,000	\$3.90	\$50,700
3400	Collateral	13,000	\$2.12	\$27,560
3500	Plan Development	6,000	\$2.12	\$12,720
3600	Assessment	30,000	\$2.12	\$63,600
3700	Rehabilitation	30,000	\$2.12	\$63,600
Estimated Specialty Mental Health Services Billing Totals		353,000		\$671,890
Estimated % of Clients that are Medi-Cal Beneficiaries				90%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$604,701
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			50.00%	\$302,350
State M/Cal Share of Cost % (BH Realignment/EPST)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$302,350

OTHER REVENUE:

4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$0

MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:

5000	Prevention & Early Intervention (PEI) Funds	\$839,090
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL		\$839,090
TOTAL PROGRAM REVENUE		\$1,141,440



### Electronic Health Records Software Charges

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

Description	Effective	Fee Per User	Est. Quantity of Users	Estimated Fee Per Fiscal Year	Estimated Fee Per Fiscal Year
NetSmart Avatar Monthly Hosting Service (per named user per month)	07/01/2017	\$37.00	22-25	\$9,768 - \$11,100	FY 19-20 \$9,768 - \$11,100
NetSmart Avatar Monthly Maintenance/License (per named user per month)	07/01/2017	\$14.00*	22-25	\$3,696 - \$4,200	\$3,696 - \$4,200
NetSmart Avatar Monthly Hosting Perceptive (per named user per month)	07/01/2017	\$4.66	22-25	\$1,231 - \$1,398	\$1,231 - \$1,398
Estimated Total Per Fiscal Year				\$14,695 - \$16,698	\$14,695 - \$16,698

\*Monthly maintenance increases each FY on July 1<sup>st</sup> based upon the CPI rate.

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

# **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

## **Fresno County Department of Behavioral Health**

### **Guiding Principles of Care Delivery**

---

#### **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

## **Fresno County Department of Behavioral Health**

### **Guiding Principles of Care Delivery**

---

#### 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

## **Fresno County Department of Behavioral Health**

### **Guiding Principles of Care Delivery**

---

#### **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

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

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

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

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

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

accurately describe the services provided.

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

**Fresno County Mental Health Compliance Program**

**Contractor Acknowledgment and Agreement**

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

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

---

**For Individual Providers**

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

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

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

---

**For Group or Organizational Providers**

Group/Org. Name (print): WestCare California Inc.

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

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☒ Other: \_\_\_\_\_

Job Title (if different from Discipline): See V.P.

Signature: [Signature] Date: 11/15/18



### Documentation Standards For Client Records

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

#### A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

#### B. Client Plans

1. Client plans will:

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

## 2. Timeliness/Frequency of Client Plan:

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

## C. Progress Notes

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

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

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

2. Timeliness/Frequency of Progress Notes:

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

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

## STATE MENTAL HEALTH REQUIREMENTS

### 1. CONTROL REQUIREMENTS

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

### 2. PROFESSIONAL LICENSURE

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

### 3. CONFIDENTIALITY

CONTRACTOR(S) 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(S) 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(S) 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(S) 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(S) who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR(S).

5. PATIENTS' RIGHTS

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



**Department of Behavioral Health**  
**Dawan Utecht, Mental Health Director/Public Guardian**

*Providing Quality Mental Health and Substance Abuse Services for the People of Fresno County*

**Information Notice**

Date: May 29, 2018

To: Fresno County Mental Health Plan and Substance Use Services Contracted Providers

Subject: New Policy and Procedure Guide Regarding Incident Reporting and Intensive Analysis PPG 1.2.4.

**Effective June 1<sup>st</sup>, 2018, all contracted providers working within the Fresno County Mental Health Plan and Substance Use Disorder Services Providers will need to follow the new instructions for reporting incidents.**

An "Incident" is any event that compromises the health and safety of clients, employees, or community members. Any employee having knowledge of an incident will need to follow the appropriate reporting process. Incident reports help to increase safety in the provision of behavioral health care and substance use disorder services as well as recommend possible system, policy and/or protocol changes.

**The list below includes types of incidents to report:**

- All client deaths (natural causes or unexplained/unknown reasons)
- 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)  
Example- a client trips and falls but doesn't require medical attention
- Medical Emergency connected to services or at a service site  
Example: Client has a seizure/heart attack during appointment
- Other (i.e. Clients escaping from a locked facility, medication erroneously given during appointment or mistakenly prescribed)
- Violence, Abuse or Assault connected to services or at a service site (toward client, others or property; resulting in serious injury)  
Example: Client hits a staff member/another client, sets fire to a trash can in the building

**Reporting Process**

- 1.) The encrypted report shall be completed and signed by the employee involved in or first aware of an incident.
- 2.) Reviewed and signed by a supervisor and/or Program Director and sent encrypted to the designated Contract Staff Analyst and [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us)
- 3.) **\*\*\*MHRC's and PHF's** must ALSO send the encrypted 24-Hour Unusual Occurrence Report (UOR) to the designated reporting contact at DHCS, your Contract Staff Analyst and [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) within **24 hours** of an incident or first knowledge of an incident.

**Steps 1, 2 and 3 must be completed within 24 hours of an incident or first knowledge of an incident.**

4441 E. Kings Canyon Road / Fresno, California 93702-3604  
(559) 600-9180 ♦ FAX (559) 600-7674

Equal Employment Opportunity ♦ Affirmative Action ♦ Disabled Employer  
[www.co.fresno.ca.us](http://www.co.fresno.ca.us) ♦ [www.fresno.networkofcare.org](http://www.fresno.networkofcare.org)

All reported incidents are reviewed by the DBH Intensive Analysis Committee (IAC). If further information is needed, your analyst will contact you as soon as possible. If a reported incident is determined to be an Unusual Occurrence (*which the Department of Health Care Services defines as: any event which jeopardizes the health and/or safety of clients, staff, and/or members of the community including but not limited to physical injury and death*), Contracted Providers not licensed directly by the state, may elect to submit their own Unusual Occurrence Report (UOR) in lieu of a DBH Manager or Intensive Analysis Committee member. UOR's shall be emailed encrypted to the DHCS designated reporting contact (per DHCS instructions), your Contract Staff Analyst **and** [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) within **five (5)** calendar days of an incident or first knowledge of an incident.

UOR's sent to DHCS may be subject to further investigation and/or information requested by DHCS, such as: Site Reviews and Plan(s) of Correction. A courtesy copy of correspondence between contracted providers and DHCS regarding UOR's shall also be sent to your Contract Staff Analyst **and** [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) for informational purposes. DBH may also conduct site visits, request contracted providers attest that an Intensive Analysis or similar (incident review, root cause analysis) has occurred, and/or may request additional analysis or information when necessary.

**If you are not sure if something is considered a reportable incident, need clarification on the reporting process and/or need a copy of the reporting form(s), contact your Contract Staff Analyst for assistance.**

## Fresno County Department of Behavioral Health-Incident Report

Send completed forms to [dbhincidentreporting@co.fresno.ca.us](mailto: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



### 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 (3) years. The COUNTY may also conduct additional certification reviews when:
- The provider makes major staffing changes.
  - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
  - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
  - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
  - There is change of ownership or location.
  - There are complaints against the provider.
  - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

## **Fresno County Mental Health Plan**

### **Grievances**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 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\\_evidencebaseculLingLsticcomp\\_962.pdf](http://www.commonwealthfund.org/usr_doc/Goode_evidencebaseculLingLsticcomp_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?lvi=1&lvid=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](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/](http://www.who.int/social_determinants/en/)

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

<b>I. Identifying Information</b>				
Name of entity <b>WestCare California, Inc.</b>		D/B/A <b>n/a</b>		
Address (number, street) <b>1900 N. Gateway Blvd.</b>		City <b>Fresno</b>	State <b>CA</b>	ZIP code <b>93727</b>
CLIA number <b>n/a</b>	Taxpayer ID number (EIN) <b>23-7368450</b>		Telephone number <b>(559) 251-4860</b>	

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

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

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

☐ YES ☒ NO

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

☐ YES ☒ NO

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

☐ YES ☒ NO

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. \_\_\_\_\_

☐ YES ☒ NO

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

☐ YES ☒ NO

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

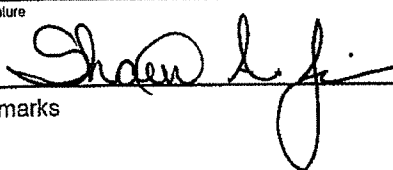
☐ YES ☒ NO

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
Shawn A. Jenkins	Senior Vice President
Signature	Date
	11/15/18

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:

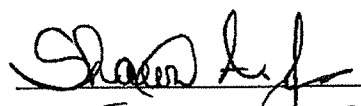
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(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:

  
Sharon A. Jenkins Sr. VP  
(Printed Name & Title)

Date:

11/15/18  
WestCare California, Inc.  
(Name of Agency or Company)

## SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

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