

**AGREEMENT**

This AGREEMENT is made and entered into this 18th day of June, 2019 by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and KAWEAH DELTA HEALTHCARE DISTRICT (DISTRICT), a local health care district organized and existing pursuant to California Health and Safety Code Sections 32000 *et seq.*, d.b.a KAWEAH DELTA MENTAL HEALTH HOSPITAL, whose address is 100 South Akers Street, Visalia, CA 93277, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

WHEREAS, COUNTY has an Agreement with the California State Department of Health Care Services (DHCS) to operate the Fresno County Mental Health Managed Care Plan in accordance with Welfare and Institutions Code Section 5000 *et seq.* which sets forth COUNTY's requirements to provide, to the extent available, public mental health services; and

WHEREAS, COUNTY is authorized to contract for the provision of Adult Psychiatric Inpatient Hospital Services to Fresno County Beneficiaries eligible for such services under the Medi-Cal program, pursuant to Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code, and COUNTY may also determine the need to refer persons not eligible for Medi-Cal; and

WHEREAS, CONTRACTOR is willing and able to provide such services to eligible Fresno County Beneficiaries and Recipients, pursuant to the terms and conditions of this Agreement; and

WHEREAS, COUNTY and CONTRACTOR mutually recognize that services under this Agreement will be rendered by CONTRACTOR to persons referred by COUNTY and it is not the intention of either COUNTY or CONTRACTOR that such individuals occupy the position of third-party beneficiaries of the obligations assumed by either party to this Agreement; and

WHEREAS, the words and terms used in this Agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in Sections 14712 *et seq.* and 14680 *et seq.* of the California Welfare and Institutions Code, or the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Regulations pertaining to the rendition of health care or unless specifically defined in Exhibit A "Definitions", which is attached hereto and incorporated herein by reference.

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

3 1. SCOPE OF WORK

4 A. Psychiatric Services

5 1) CONTRACTOR agrees to render adult Inpatient Psychiatric Hospital  
6 services to any Beneficiary in need of such services in accordance with regulations adopted pursuant  
7 to Sections 14700 et seq., 14712 et seq., and 14680 et seq. of the California Welfare and Institutions  
8 Code, and to Recipients referred by COUNTY or by an acute inpatient facility following medical  
9 clearance of a beneficiary or recipient placed on an involuntary psychiatric hold pursuant to California  
10 Welfare and Institutions Code 5150 when CONTRACTOR has the facilities available.

11 2) CONTRACTOR shall also triage any Beneficiary who directly seeks Adult  
12 Psychiatric Inpatient Hospital Services. CONTRACTOR shall also accept any Beneficiary who directly  
13 seeks Adult Psychiatric Inpatient Hospital Services when CONTRACTOR has facilities available.  
14 Subject to third party liability and patient share of costs, if applicable, CONTRACTOR agrees to accept  
15 as payment in full for Adult Psychiatric Inpatient Hospital Services payment, as provided in PAYMENT  
16 PROVISIONS, Section 12 of this Agreement.

17 3) COUNTY and CONTRACTOR mutually recognize that services under this  
18 Agreement will be rendered by CONTRACTOR to persons who meet medically necessity criteria for  
19 inpatient psychiatric hospitalization and it is not the intention of either COUNTY or CONTRACTOR that  
20 such individuals occupy the position of third-party beneficiaries of the obligations assumed by either  
21 party to this Agreement.

22 4) CONTRACTOR shall provide or arrange for the provision and  
23 compensation of Physician services for Beneficiaries and Recipients as it relates to physical health  
24 issues, with the exception of the initial physical and health (p&h) examination at admission which is  
25 included in the day rate as provided in PAYMENT PROVISIONS, Section 12 of this Agreement.

26 5) CONTRACTOR shall, at its own expense, provide and maintain facilities  
27 and professional, allied and supportive medical and paramedical personnel to provide all necessary  
28 and appropriate Adult Psychiatric Inpatient Hospital Services and shall ensure that family members

are involved in treatment when appropriate and family is willing to participate.

6) CONTRACTOR shall, at its own expense, provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Agreement and all applicable statutes and regulations pertaining to Medi-Cal contractors.

7) CONTRACTOR shall receive reimbursement for an Administrative Day(s) from the California State Department of Health Care Services, upon the condition that CONTRACTOR agrees to be responsible for contacting less restrictive facilities (i.e., board and care facilities, room and board facilities, licensed adult residential care facilities, etc.) within a sixty (60) mile radius of CONTRACTOR's facility at least once every five (5) days to place Beneficiary when Beneficiary no longer requires CONTRACTOR's acute care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. Beneficiary's chart shall be reviewed on a weekly basis if the Beneficiary's status has changed.

8) Adult Psychiatric Inpatient Hospital Services rendered pursuant to this Agreement shall be rendered at the following facility: Kaweah Delta Mental Health Hospital, 1100 South Akers Street, Visalia, CA 93277, except as permitted by Section 2, DELEGATION OF CONTRACTOR'S DUTIES: WHEN PERMITTED.

9) CONTRACTOR shall provide Adult Psychiatric Inpatient Hospital Services in the same manner to persons referred by COUNTY as it provides to all patients to whom it renders Adult Psychiatric Inpatient Hospital Services.

10) CONTRACTOR shall not discriminate in any manner, including admission practices, placement in special or separate wings or rooms, nor make any provision for special or separate means.

11) CONTRACTOR shall take such action as required by CONTRACTOR's Medical Staff Bylaws against medical staff members who violate those bylaws, as the same may be amended from time to time.

12) CONTRACTOR shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit B, "Fresno County Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto and by this

reference incorporated herein and made part of this Agreement.

13) Quality of Care

As express conditions precedent to any authorization by COUNTY for payment under the terms of this Agreement, whether services are performed directly or through the instrumentality of a Delegate as permitted under this Agreement, CONTRACTOR shall:

a) Assure that any and all eligible Beneficiaries receive care as required by Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code (WIC) and assure that the same quality of care is rendered to all Recipients referred by COUNTY. Payment may be denied by COUNTY when requirements of cited WIC sections are not met.

b) Take such action as required by CONTRACTOR's Medical Staff bylaws against medical staff members who violate those bylaws, as the same may be from time to time amended.

c) Provide Psychiatric Inpatient Hospital Services in the same manner to persons covered by this Agreement as it provides to all patients to whom it renders Psychiatric Inpatient Hospital Services.

B. Contractor's Professional And Administrative Responsibilities

To the extent required by Title 22, Division 5, Chapter 1, Section 70713 of the California Code of Regulations, CONTRACTOR retains professional and administrative responsibility for the services rendered pursuant to this Agreement. CONTRACTOR's retention of these responsibilities shall not alter or modify, in any way, the hold harmless, indemnification, insurance or independent contractor provisions set forth in this Agreement.

C. Licensure and Certification Conditions:

1) CONTRACTOR hereby represents and warrants that it is currently, and for the duration of this Agreement shall remain, certified by the Joint Commission and licensed as a general acute care hospital or acute psychiatric hospital in accordance with Sections 1250 *et seq.* of the Health and Safety Code and the licensing regulations contained in Title 22 and Title 17 of the California Code of Regulations.

2) CONTRACTOR hereby represents and warrants that it is currently, and

for the duration of this Agreement shall remain, certified under Title XVIII of the Federal Social Security Act (42 U.S.C. Sections 1395 *et seq.*).

2. DELEGATION OF CONTRACTOR'S DUTIES: WHEN PERMITTED

A. CONTRACTOR and COUNTY recognize that the Adult Psychiatric Inpatient Hospital Services to be rendered under this Agreement are personal and non-delegable, except as provided in this Agreement. Any attempt by CONTRACTOR to delegate or otherwise vest responsibility for performance of its duties in any manner other than those expressly permitted in this Section 2 shall constitute a present material breach of this Agreement.

B. Except as limited by (E) of this Section 2, delegation of duties by CONTRACTOR shall not constitute a present material breach only if such delegation is in conformity with one of the following:

1) The Delegate renders the Adult Psychiatric Inpatient Hospital Services at CONTRACTOR's facility or location.

2) For services to Medi-Cal Beneficiaries only, if the total of all payments by CONTRACTOR for all delegated services not covered under this Section 2 (B) by (1) nor specially authorized under (3) will not exceed five percent (5%) of the total Medi-Cal inpatient psychiatric billing by CONTRACTOR in any consecutive three (3) month period, CONTRACTOR may delegate duties to any qualified delegate under (C) of this Section 2 without written approval of COUNTY.

3) Any delegation not authorized under this Section 2(B) by (1) or by (2) shall require the prior written approval of COUNTY. Such prior written approval must be requested in a written application which identifies the proposed Delegate or Delegates, warrants their qualification to render services required by and in conformity with the terms of this Agreement, and identifies the categories of services to be delegated along with an estimate of the percentage of services in those categories which CONTRACTOR anticipates will be rendered by the Delegate or Delegates.

COUNTY's prior approval of a proposed delegation shall not be required if CONTRACTOR can demonstrate to COUNTY that any such proposed delegation does not offend the express provisions of this Section 2. Such consent is contingent upon COUNTY's good faith assessment of the burdens and benefits to the Medi-Cal or COUNTY programs and potentially

1 affected Beneficiaries or Recipients of those programs.

2 C. When authorization is given pursuant to Section 2(B)(3), CONTRACTOR shall be  
3 responsible for all aspects of performance by its Delegate or Delegates. CONTRACTOR hereby  
4 agrees that any default, refusal to perform or defective performance of any delegated duty or service  
5 shall constitute a breach of this Agreement on the part of CONTRACTOR to the same extent as if  
6 such default, refusal to perform or defective performance had been directly committed or incurred by  
7 CONTRACTOR.

8 D. All costs for services rendered by a Delegate or Delegates are included in the  
9 all-inclusive rates paid to CONTRACTOR pursuant to PAYMENT PROVISIONS, Section 12 of this  
10 Agreement.

11 E. As a limitation upon the authorizations set forth in this Section 2(B), no  
12 delegation shall be attempted or entered if:

13 1) The Delegate is not licensed and certified to the same extent as that  
14 required of CONTRACTOR under Section 6, LICENSURE AND CERTIFICATION CONDITIONS  
15 of this Agreement; or

16 2) The location at which the Delegate is to perform the delegated services is  
17 at such a distance from CONTRACTOR's location that it is beyond the range considered acceptable in  
18 the opinion of COUNTY for provision of the delegated services as it could unnecessarily or unduly  
19 burden affected Beneficiaries or Recipients; or

20 3) The services are available at CONTRACTOR's location. CONTRACTOR  
21 shall not discriminate against Beneficiaries in making a determination of availability of facilities at its  
22 own location.

23 3. DELEGATION OF CONTRACTOR'S DUTIES: HOW ACCOMPLISHED

24 In any delegation pursuant to authorization contained in Section 2(B)(3), DELEGATION  
25 OF CONTRACTOR'S DUTIES: WHEN PERMITTED, CONTRACTOR shall contract in writing with a  
26 Delegate or Delegates for the assumption of the primary duty of performance of the duties assumed  
27 by CONTRACTOR under the terms of this Agreement. Any written contract of delegation shall include  
28 the following:

1           A.       Covenants on the part of CONTRACTOR and the Delegate that the contract of  
2 delegation shall be governed by and construed in accordance with all applicable laws and regulations  
3 and this Agreement.

4           B.       Specification of the services to be provided by the Delegate.

5           C.       Specification of the term of the contract of delegation including the beginning and  
6 ending dates, as well as methods of extension, renegotiation and termination.

7           D.       A warranty by the Delegate that it presently conforms, and during the life of the  
8 delegation shall continue to conform, to the licensure and certification requirements exacted from  
9 CONTRACTOR under Section 6, LICENSURE AND CERTIFICATION CONDITIONS, of this  
10 Agreement and that its failure to abide by the terms of this warranty shall be an express condition  
11 subsequently discharging CONTRACTOR from all obligations under the terms of the contract of  
12 delegation.

13           E.       A covenant running to COUNTY as an intended third party beneficiary of the  
14 contract of delegation where by the Delegate promises:

15                   1)       To maintain, for at least six (6) years after the close of the fiscal year in  
16 which the contract of delegation was in effect, full books and records pertaining to the goods and  
17 services furnished under the terms of the delegation in accordance with general standards applicable  
18 to such book and record keeping.

19                   2)       To make the books and records maintained under (E)(1) of this Section 3  
20 available for inspection, examination or copying by agents of COUNTY, the California State  
21 Department of Health Care Services and the United States Department of Health and Human Services  
22 at all reasonable times at the Delegate's place of business, or at such other location in California  
23 approved in writing by COUNTY.

24                   3)       To make full disclosure of the method and amount of compensation or  
25 other direct or indirect consideration received by the Delegate from CONTRACTOR.

26                   4)       That no services rendered on behalf of CONTRACTOR by the Delegate  
27 pursuant to the contract of delegation will be billed to COUNTY or the fiscal intermediary by the  
28 Delegate; the Delegate will look exclusively to CONTRACTOR for compensation under the terms of

1 the contract of delegation.

2                                 5) To hold harmless COUNTY, the California State Department of Health  
3 Care Services, the State of California and Beneficiaries in the event that CONTRACTOR cannot or will  
4 not pay for services performed by the Delegate pursuant to the terms of the contract of delegation.

5             4.     ASSUMPTION OF RISK BY CONTRACTOR

6                     Whether rendered directly or through the instrumentality of a Delegate as permitted  
7 under this Agreement, CONTRACTOR shall bear total risk for the cost of all Adult Psychiatric Inpatient  
8 Hospital Services rendered under this Agreement. As used in this section, "risk" means that  
9 CONTRACTOR covenants to accept as payment in full for the Adult Psychiatric Inpatient Hospital  
10 Services described herein, those payments received pursuant to Section 12, PAYMENT  
11 PROVISIONS, of this Agreement. Such acceptance of the risk shall be made irrespective of whether  
12 the cost of such services and related administrative expenses shall have exceeded the authorized  
13 payment by COUNTY as set forth in this Agreement.

14             5.     COMPLAINTS

15                     CONTRACTOR shall log all complaints and the disposition of all complaints from a  
16 Beneficiary or Recipient (collectively referred to as "consumers") or a Beneficiary's or Recipient's  
17 family. CONTRACTOR shall provide a summary of the complaint log entries concerning COUNTY-  
18 sponsored Beneficiaries or Recipients to COUNTY at monthly intervals, by the fifteenth (15<sup>th</sup>) day of  
19 the following month, in a format that is mutually agreed upon. CONTRACTOR shall post signs  
20 informing consumers of their right to file a complaint or grievance. CONTRACTOR shall notify  
21 COUNTY of all incidents reportable to state licensing bodies that affect COUNTY consumers within  
22 twenty-four (24) hours of receipt of a complaint. Consistent with consumer privacy rights;  
23 CONTRACTOR shall allow Patient's Rights Advocates access to the acute psychiatric inpatient unit to  
24 investigate all complaints concerning conditions in that unit.

25                     Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored  
26 consumers, CONTRACTOR shall provide COUNTY with information relevant to the complaint,  
27 investigative details of the complaint, and the disposition of, or corrective action taken to resolve the  
28 complaint. Within fifteen (15) days after CONTRACTOR submits a corrective action plan to a



California State licensing and/or accrediting body concerning any sentinel event, as that term is defined by the licensing or accrediting agency, and within fifteen (15) days after CONTRACTOR receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY.

6. LICENSURE AND CERTIFICATION CONDITIONS

CONTRACTOR hereby represents and warrants that it is currently, and for the duration of this Agreement shall remain, certified by the JCAHO and licensed as a general acute care hospital or acute psychiatric hospital in accordance with Section 1250 *et seq.* of the California Health and Safety Code and the licensing regulations contained in Title 22 and Title 17 of the California Code of Regulations.

7. UTILIZATION CONTROLS

As express conditions precedent to any authorization by COUNTY for payment obligation under the terms of this Agreement: (1) CONTRACTOR shall adhere to all utilization controls and obtain authorization for services in accordance with Sections 14712 and 14718 of the California Welfare and Institutions Code and regulations adopted pursuant thereto; and (2) CONTRACTOR shall notify COUNTY within ten (10) calendar days of the emergency admission of a Beneficiary or Recipient.

8. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2018 through and including June 30, 2021. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director, Department of Behavioral Health, or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

The terms of this Agreement shall continue to apply to any Beneficiary(ies) and Recipient(s) receiving Adult Psychiatric Inpatient Hospital Services at the date of termination.

9. TERMINATION

A. Non-Allocation of Funds - terms of this Agreement, and the services to be

provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

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

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

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

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's Department of Behavioral Health Director, or designee, upon the giving of ninety (90) days advance written notice of an intention to terminate.

#### 10. APPOINTMENT OF LIAISONS AND AGENCY STATUS OF CONTRACTOR'S LIAISON

A. CONTRACTOR shall designate in writing a person to act as liaison to COUNTY. Such person shall coordinate all communications between the parties. The written designation of such person shall constitute the conferral of full agency powers to bind CONTRACTOR as principal in all dealings with COUNTY/Department(s).

B. COUNTY shall designate a liaison in conformity with the procedures and with such authority as specified in Section 40, ONSITE REVIEWS & LIAISON SERVICES BY DBH, of this

Agreement. In addition, a COUNTY Admitting Interviewer shall certify Universal Method of Determining Ability to Pay (UMDAP) qualification for Recipients referred by COUNTY. COUNTY shall also designate a Case Manager to coordinate discharges of Medi-Cal and UMDAP clients.

Communications to COUNTY shall be submitted to its liaison at the following:

Director or Designee  
Department of Behavioral Health  
1925 E. Dakota Ave  
Fresno, CA 93726

#### 11. UMDAP APPLICATION

CONTRACTOR shall inform low income, uninsured and under-insured persons admitted to facility of the COUNTY's UMDAP program. COUNTY authorizes CONTRACTOR to initiate the UMDAP application process using a COUNTY-approved form (Exhibit C of this Agreement, attached hereto and incorporated herein by reference) and may transcribe information as stated by person or family onto said form. The application form must have the original signature of the person admitted to facility or his/her authorized representative. The completed application shall be submitted to COUNTY within one (1) business day of admission for inpatient psychiatric services. COUNTY reserves the right to determine UMDAP eligibility and will notify CONTRACTOR of the person's eligibility within five (5) working days.

#### 12. PAYMENT PROVISIONS

##### A. Rate Structure:

##### 1) Beneficiaries:

For Beneficiaries, provided that there shall first have been a submission of claims in accordance with Section 12(D) of this Agreement, and payment authorization from COUNTY, CONTRACTOR shall be paid by the State Department of Health Care Services at the following all-inclusive rate per patient per day for acute Adult Psychiatric Inpatient Hospital Services, excluding professional fees, based on the following accommodation codes:

///

///

///

<u>Description</u>	<u>Accommodation Code</u>	<u>Rate</u>
Administrative Day	169	\$597.34 (effective 8/1/18)
Room & Board, Semi-Private 2-Bed, Psychiatric	124	\$1,273.00 (Fiscal Year 2018-19)

2) Recipients:

For Recipients specifically referred by COUNTY to CONTRACTOR, provided that there shall first have been a submission of claims in accordance with Section 12(D) of this Agreement, CONTRACTOR shall be paid by COUNTY at the following all-inclusive rate per patient per day for acute Adult Psychiatric Inpatient Hospital Services excluding professional fees based on the following accommodation codes:

<u>Description</u>	<u>Accommodation Code</u>	<u>Rate</u>
Administrative Day	169	\$597.34 (effective 8/1/18)
Room & Board, Semi-Private 2-Bed, Psychiatric	124	\$1,273.00 (Fiscal Year 2018-19)

The maximum amount payable to CONTRACTOR by COUNTY for Adult Psychiatric Inpatient Hospital Services provided by CONTRACTOR to Recipients, under the terms and conditions of this Agreement, is Two Million Two Hundred Fifty Thousand and No/100 Dollars (\$2,250,000.00) for each twelve (12)-month period of this Agreement. The maximum amount payable under this Agreement throughout the term of this Agreement, which includes a three-year base contract and two optional one-year extensions, is Eleven Million Two Hundred Fifty Thousand and No/100 Dollars (\$11,250,000.00). COUNTY shall pay CONTRACTOR, in arrears for services provided during the previous month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by COUNTY.

For those Beneficiaries and Recipients determined by COUNTY staff to meet medical necessity criteria for acute inpatient hospitalization and referred by COUNTY and admitted to the facility; and should the retrospective review of the client record fail to meet Medi-Cal medical necessity criteria, COUNTY will compensate CONTRACTOR at the rate of One Thousand Two Hundred Seventy-Three and No/100 Dollars (\$1,273.00) per day of admission in these instances. If client is a Beneficiary, COUNTY will adjust the Treatment Authorization Request (TAR) in accordance

1 with Medi-Cal medical necessity criteria to prevent an incorrect claim to the State. If Medi-Cal funding  
2 is subsequently secured, CONTRACTOR will credit COUNTY the appropriate amount. It is  
3 understood by COUNTY and CONTRACTOR that the California Department of Health Care Services  
4 Rate Development Branch is responsible for establishing the administrative day rate during each State  
5 fiscal year, which may supersede the rate stated herein. It is further understood by COUNTY and  
6 CONTRACTOR that Kaweah Delta Mental Health Hospital's Psychiatric Inpatient Day Rate (Room &  
7 Board, Semi-Private, 2-bed, Psychiatric) is established based on negotiations with Tulare County  
8 during each fiscal year, which may supersede the rate stated herein. Said rate adjustment(s) shall be  
9 approved by COUNTY's DBH Director, or designee and CONTRACTOR and become part of this  
10 Agreement. Any rate adjustment shall not result in an increase to the maximum compensation of the  
11 Agreement as stated herein.

12 B. Physician Services:

13 Non-psychiatric Physician services and medically necessary physical health  
14 services provided post admittance of a COUNTY Beneficiary or Recipient covered under this  
15 Agreement, are not covered under this Agreement and shall not be paid by the COUNTY.

16 C. Transportation Services:

17 In the event transportation services are required by those patients receiving Adult  
18 Psychiatric Inpatient Hospital Services, such transportation services and the cost and expense thereof  
19 shall be the sole responsibility of the COUNTY.

20 D. Billing Procedures as Express Conditions Precedent to COUNTY's Authorization  
21 for Payment:

22 1) As an express condition precedent to COUNTY's authorization for  
23 payment under this Section 12 of this Agreement, CONTRACTOR shall determine that Adult  
24 Psychiatric Inpatient Hospital Services rendered are not covered, in whole or in part, under any State  
25 of California or Federal medical care program other than Medi-Cal, Medicare, or under any other  
26 contractual or legal entitlement, including, but not limited to, a private group indemnification or  
27 insurance program or worker's compensation. To the extent that such coverage is available, the  
28 payment received by CONTRACTOR from such coverage will reduce COUNTY's payment obligation

1 for a combined amount not to exceed the all-inclusive rate pursuant to Section 12(A). The  
2 Beneficiary's or individual's share of cost, i.e., payments required to be made by Beneficiary or  
3 individuals under applicable insurance policies, etc., will also reduce the State's Medi-Cal payment  
4 obligation or COUNTY's payment obligation, by the amount of the share of cost.

5                   2) As a further express condition precedent to any COUNTY authorization  
6 for payment under Section 12(A) of this Agreement, CONTRACTOR shall submit claims addressed to  
7 Fresno County Mental Health Plan, 1925 E. Dakota Ave, Fresno, CA 93726: Attention Division  
8 Manager, for all services rendered to adult person covered under the terms of this Agreement, in  
9 accordance with the applicable billing requirements contained in Section 5778 of the California  
10 Welfare and Institutions Code and the regulations adopted thereto.

11                   3) An authorized day of service shall be billed for each adult person who  
12 occupies an inpatient psychiatric bed at 12:00 midnight in the facilities of either CONTRACTOR or an  
13 authorized Delegate. Day of discharge shall not be billed. However, a day of service may be billed if  
14 the adult person is admitted and discharged during the same day provided that such admission and  
15 discharge is not within twenty-four (24) hours of a prior discharge. For billing purposes, Beneficiaries  
16 and Recipients receiving Adult Psychiatric Inpatient Hospital Services, as described herein, must meet  
17 emergency admission criteria, documentation requirements, treatment and discharge planning  
18 requirements and have received an approved TAR for the days being billed. Said TAR and supporting  
19 documentation must be submitted by CONTRACTOR or COUNTY within fourteen (14) days of said  
20 Beneficiaries and Recipients being discharged from said facility(ies).

21                   E. Recovery of Overpayments to CONTRACTOR, Liability for Interest:

22                   1) When an audit performed by COUNTY, the California State Department  
23 of Health Care Services, the California State Controller's Office, or any other authorized agency  
24 discloses that CONTRACTOR has been overpaid under this Agreement, pursuant to Section 12(A),  
25 CONTRACTOR covenants that any such overpayment may be recouped by COUNTY by reducing  
26 future payment or invoicing the CONTRACTOR for such overpayment.

27                   2) Overpayments determined as a result of audits of periods prior to the  
28 effective date of this Agreement may be recouped by COUNTY withholding authorization of the

amount due from what would otherwise be COUNTY liability under this Agreement, seeking recovery by payment from CONTRACTOR, or a combination of these two methods.

3) When recoupment or recovery is sought under Section 12(E) of this Agreement, CONTRACTOR may appeal according to applicable procedural requirements of Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code, with the following exceptions:

a) The recovery or recoupment shall commence sixty (60) days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.

b) CONTRACTOR's liability to COUNTY for any amount recovered under this section shall be as provided in Section 14718 of the California Welfare and Institutions Code and regulations adopted pursuant thereto.

F. Customary Charges Limitation:

1) Notwithstanding any other provision in this Agreement, COUNTY's authorization for payment to CONTRACTOR shall not exceed CONTRACTOR's total customary charges for like services during each hospital fiscal year, or part thereof, in which this Agreement is in effect. COUNTY may recoup any excess of total payments above such total customary charges under Section 12(E).

2) As used in Section 12(F)(1), "customary charges" is defined as those uniform charges listed in a CONTRACTOR's established fee schedule, which is in effect and applied consistently to most patients and recognized for program reimbursement. Where a CONTRACTOR does not have an established fee schedule in effect and applied to most patients, the determined "customary charges" are the most frequent or typical charges imposed uniformly for given items or services. However, in either case, in order to be considered customary charges, they must actually be imposed uniformly on most patients and actually be collected from a substantial percentage of patients liable for payment on a charge basis. Such charges must also be recognized for program reimbursement (see Department of Health and Human Services, Health Care Financing Administration, Medicare Provider Reimbursement Manual, Part 1 ("HCFA 15-1"), Chapter 26 Section

2604.3), and are defined in conformity with 42 USC Section 1395f, 42 CFR Part 413 and the regulations promulgated pursuant thereto.

13. FUNDING

In the event that funding for these services is delayed by the State Controller, COUNTY my defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

14. INDEPENDENT CONTRACTOR

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

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



1           15.    MODIFICATION

2           Any matters of this Agreement may be modified from time to time by the written consent  
3 of all the parties without, in any way, affecting the remainder. Rate changes as a result of the action  
4 by the California Department of Health Care Services Rate Development Branch, as provided in  
5 PAYMENT PROVISIONS, Section 12(A) of this Agreement, may be approved by COUNTY's DBH  
6 Director, or designee and CONTRACTOR. In addition, rate changes may be approved by the written  
7 approval of the COUNTY's Department of Behavioral Health Director or designee; said rate changes  
8 shall not result in any change to the maximum compensation amount payable to CONTRACTOR, as  
9 stated herein.

10           16.    BENEFICIARY ELIGIBILITY

11           This Agreement is not intended to change the determination of Medi-Cal eligibility for  
12 Beneficiaries in any way. However, in the event the California State Legislature or Congress of the  
13 United States enacts a statute which redefines Medi-Cal eligibility so as to affect the provision of  
14 Psychiatric Inpatient Hospital Services under this Agreement, this new definition shall apply to the  
15 terms of this Agreement. The parties agree to negotiate in good faith regarding an amendment to the  
16 contract if any such statute changes substantially alters the terms of the existing agreement.

17           17.    LIMITED ENGLISH PROFICIENCY (LEP)

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

CONTRACTOR's services.

18. CULTURAL COMPETENCE

As related to Cultural and Linguistic Competence:

A. CONTRACTOR shall not discriminate against beneficiaries based on race, color, national origin, sex, disability or religion. CONTRACTOR shall ensure that a limited and/or no English proficient beneficiary is entitled to equal access and participation in federally funded programs through the provision of comprehensive and quality bilingual services pursuant to Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979.

B. CONTRACTOR shall comply with requirements of policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all limited and/or no English proficient beneficiaries, including, but not limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the policies and procedures, and monitoring its language assistance program. CONTRACTOR's policies and procedures shall ensure compliance of any subcontracted providers with these requirements.

C. CONTRACTOR shall notify its beneficiaries that oral interpretation is available for any language and written translation is available in prevalent languages and that auxiliary aids and services are available upon request, at no cost and in a timely manner for limited and/or no English proficient beneficiaries and/or beneficiaries with disabilities. CONTRACTOR shall avoid relying on an adult or minor child accompanying the beneficiary to interpret or facilitate communication; however, if the beneficiary refuses language assistance services, the CONTRACTOR must document the offer, refusal and justification in the beneficiary's file.

D. CONTRACTOR shall ensure that employees, agents, subcontractors, and/or partners who interpret or translate for a beneficiary or who directly communicate with a beneficiary in a language other than English: (1) have demonstrated proficiency in the beneficiary's language; (2) can effectively communicate any specialized terms and concepts specific to CONTRACTOR's services; and (3) adheres to generally accepted interpreter ethic principles.

///

///

1 E. CONTRACTOR's accreditation under Joint Commission will address all fifteen  
2 (15) National Standards for Culturally and Linguistically Appropriate Services (CLAS), as published by  
3 the Office of Minority Health.

4 F. As requested by COUNTY, CONTRACTOR shall report on the completion of  
5 cultural competency trainings as governed by the Joint Commission and California Department of  
6 Managed Health Care.

7 19. NON-ASSIGNMENT

8 Neither party shall assign, transfer or subcontract this Agreement nor their rights or  
9 duties under this Agreement without the prior written consent of the other party, except as provided  
10 under Section 2, DELEGATION OF CONTRACTOR'S DUTIES: WHEN PERMITTED, of this  
11 Agreement.

12 20. HOLD-HARMLESS

13 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,  
14 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,  
15 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to  
16 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,  
17 agents or employees under this Agreement, and from any and all costs and expenses, including  
18 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any  
19 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,  
20 of CONTRACTOR, its officers, agents or employees under this Agreement. The party requesting  
21 indemnification must provide prompt notification of the claim to the indemnifying party. In addition,  
22 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit  
23 exceptions resulting from noncompliance herein on the part of CONTRACTOR.

24 21. INSURANCE

25 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any  
26 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
27 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
28 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

1                   A.     Commercial General Liability

2                             Commercial General Liability Insurance with limits of not less than Two Million  
3 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).  
4 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages  
5 including completed operations, products liability, contractual liability, Explosion-Collapse-Underground,  
6 fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

7                   B.     Automobile Liability

8                             Comprehensive Automobile Liability Insurance with limits of not less than One  
9 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should  
10 include any auto used in connection with this Agreement.

11                   C.     Professional Liability

12                             CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and  
13 effect for a period of five (5) years following the termination of this Agreement, one or more policies of  
14 professional liability insurance with limits of coverage as specified herein.

15                             If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
16 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than  
17 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual  
18 aggregate.

19                   D.     Worker's Compensation

20                             A policy of Worker's Compensation insurance as may be required by the  
21 California Labor Code.

22                   E.     Sexual Abuse/Molestation Liability

23                             CONTRACTOR serving vulnerable classes of persons (e.g., children, elderly)  
24 shall maintain Sexual Abuse / Molestation Liability Insurance with limits of not less than One Million  
25 Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This  
26 policy shall be issued on a per occurrence basis.

27                   F.     Cyber Liability

28                             Cyber Liability Insurance, with limits not less than Two Million Dollars

1 (\$2,000,000.00) per occurrence or claim, Two Million Dollars (\$2,000,000.00) aggregate. Coverage  
2 shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR  
3 in this agreement and shall include, but not be limited to, claims involving infringement of intellectual  
4 property, including but not limited to infringement of copyright, trademark, trade dress, invasion of  
5 privacy violations, information theft, damage to or destruction of electronic information, release of  
6 private information, alteration of electronic information, extortion and network security. The policy shall  
7 provide coverage for breach response costs as well as regulatory fines and penalties as well as credit  
8 monitoring expenses with limits sufficient to respond to these obligations.

9 Additional Insurance Obligations

10 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
11 employees any amounts paid by the policy of worker's compensation insurance required by this  
12 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
13 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
14 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

15 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as  
16 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
17 Agreement upon the occurrence of such event. All policies shall be issued by admitted insurers  
18 licensed to do business in the State of California, and such insurance shall be purchased from  
19 companies possessing a current A.M. Best, Inc. rating of A FSC VII or better, or through a program of  
20 self-insurance that is acceptable to the COUNTY's Risk Management Division. Within thirty (30) days  
21 from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide a  
22 certificate of insurance or other documentation identifying the types and level of coverage to the County  
23 of Fresno, 1925 E. Dakota Ave, Fresno, CA 93726, Attention: Mental Health Plan, stating that such  
24 insurance coverage have been obtained and are in full force; that the County of Fresno, its officers,  
25 agents and employees will not be responsible for any premiums on the policies; and that for such  
26 worker's compensation insurance the CONTRACTOR has waived its right to recover from the  
27 COUNTY, its officers, agents, and employees any amounts paid under the insurance policy.

28 ///

1           22.   REFERENCES TO LAWS AND RULES

2           In the event any law, regulation, or policy referred to in this Agreement is amended  
3 during the term thereof, the parties hereto agree to comply with the amended provision as of the  
4 effective date of such amendment. The parties agree to negotiate in good faith regarding an  
5 amendment to the contract if any such statute changes substantially alters the terms of the existing  
6 agreement.

7           23.   CONFIDENTIALITY OF INFORMATION

8           Notwithstanding any other provision of this Agreement, names of persons receiving  
9 public social services are confidential and are to be protected from unauthorized disclosure in  
10 accordance with Title 45, Code of Federal Regulations Section 205.50; Sections 5328, 10850 and  
11 14100.2 of the California Welfare and Institutions Code; and, regulations adopted pursuant thereto.  
12 For the purpose of this Agreement, all information, records, and data elements pertaining to  
13 Beneficiaries shall be protected by CONTRACTOR from unauthorized disclosure.

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

17           24.   HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

18           COUNTY and CONTRACTOR each consider and represent themselves as covered  
19 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law  
20 104-191(HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

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

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

28           As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require

1 CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI,  
2 as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code  
3 of Federal Regulations (CFR).

4 25. ASSURANCES

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

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

24 B. CONTRACTOR agrees that all potential new employees of CONTRACTOR or  
25 subcontractors of CONTRACTOR who, in each case, are expected to perform professional services  
26 under this Agreement, will be queried as to whether (1) they are now or ever have been excluded,  
27 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2)  
28 they have been convicted of a criminal offense related to the provision of health care items or services;

1 and or (3) they have been reinstated to participate in the Federal Health Care Programs after a period  
2 of exclusion, suspension, debarment, or ineligibility.

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

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

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

26 1) CONTRACTOR agrees to notify COUNTY immediately during the term of  
27 this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each  
28 case, is providing professional services under Section 1, SCOPE OF WORK, of this Agreement is



1 excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care  
2 Programs, or is convicted of a criminal offense relating to the provision of health care services.

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

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

12           26.    NON-DISCRIMINATION

13                   During the performance of this Agreement, CONTRACTOR(S) and its subcontractors  
14 shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national  
15 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital  
16 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and  
17 veteran status, nor shall they discriminate unlawfully against any employee or applicant for  
18 employment because of race, religious creed, color, national origin, ancestry, physical disability,  
19 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
20 gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall  
21 insure that the evaluation and treatment of employees and applicants for employment are free of such  
22 discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair  
23 Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder  
24 (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3,  
25 Title 2 of the Government Code (Gov. Code §§11135-11139), and the regulations or standards  
26 adopted by the awarding state agency to implement such article. Contractor shall permit access by  
27 representatives of the Department of Fair Employment and Housing and the awarding state agency  
28 upon reasonable notice at any time during the normal business hours, but in no case less than 24

hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) CONTRACTOR shall include the Non-Discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

27. GOVERNING AUTHORITIES

A. This Agreement shall be governed and constructed in accordance with:

- 1) Part 2.5, Division 5 of the California Welfare and Institutions Code and regulations adopted pursuant thereto and all other applicable State of California laws and regulations according to their content on the effective date stipulated in Section 8, TERM, of this Agreement;
- 2) Titles 42 and 45 of the Code of Federal Regulations and all other applicable Federal laws and regulations according to their content on and after the Agreement's; effective date stipulated in Section 8, except those provisions or applications of those provisions waived by the Secretary of the Department of Health and Human Services; and
- 3) The laws of the State of California.

B. Any provision of this Agreement in conflict with the laws and regulations stipulated in SCOPE OF WORK Section 1(A) and/or this Section 28(A) is hereby amended to conform to any restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term, or funding of this Agreement. Such amendment of the Agreement shall be effective on the effective date of the statute or regulation necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties as provided in Section 14, INDEPENDENT CONTRACTOR, of this Agreement.

28. CONFORMANCE WITH FEDERAL REGULATIONS AND STATE STATUTES

A. CONTRACTOR stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act (42 U.S.C. §§1396 *et seq.*) and, accordingly, covenants that it will conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, pursuant to Title XIX of the Federal Social Security Act, except

for those provisions waived by the Secretary of the United States Department of Health and Human Services.

B. CONTRACTOR shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with the Contractor.

C. CONTRACTOR shall not employ or contract with provider or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

29. CONFLICT OF INTEREST

A. This Agreement shall be terminated immediately if COUNTY determines that a COUNTY or State of California employee responsible for development, negotiation, contract management or supervision of this Agreement has a financial interest in the Agreement as that term is defined in Section 87013 of the California Government Code and the regulations adopted pursuant thereto.

B. No officer, agent, or employee of COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement.

C. In addition, no employee of COUNTY shall be employed by CONTRACTOR to fulfill any contractual obligations with COUNTY. CONTRACTOR shall also comply with all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of COUNTY.

30. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, CONTRACTOR changes its

1 status to operate as a corporation.

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

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

11 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or  
12 managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104,  
13 and 455.106(a)(1),(2). In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and  
14 455.106(a)(1),(2), the following information must be disclosed by CONTRACTOR by completing  
15 Exhibit E, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this  
16 reference incorporated herein. CONTRACTOR shall submit this form to the Department of Behavioral  
17 Health within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR  
18 shall report any changes to this information within thirty-five (35) days of occurrence by completing  
19 Exhibit E. Submissions shall be scanned pdf copies and are to be sent via email to  
20 [dbhcontractedservicesdivision@fresnocountyca.gov](mailto:dbhcontractedservicesdivision@fresnocountyca.gov), Attention: Contracts Administration.

21 32. DISCLOSURE OF CRIMINAL HISTORY & CIVIL ACTIONS

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

25 A. Within the three-year period preceding the Agreement award, CONTRACTOR  
26 has been convicted of, or had a civil judgment tendered against it for:

27 1) Fraud or criminal offense in connection with obtaining, attempting to  
28 obtain, or performing a public (federal, state, or local) transaction or contract under a public

1 transaction;

2 2) Violation of a federal or state antitrust statute;

3 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of  
4 records; or

5 4) False statements or receipt of stolen property.

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

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

15 CONTRACTOR may sign a "Certification Regarding Debarment, Suspension, and Other  
16 Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit F attached  
17 hereto and by this reference incorporated herein, or complete Exhibit E every twelve-month period in  
18 response to COUNTY's request for documentation. Additionally CONTRACTOR must immediately  
19 advise the COUNTY in writing if, during the term of the Agreement: (1) CONTRACTOR becomes  
20 suspended, debarred, excluded or ineligible for participation in federal or state funded programs or  
21 from receiving federal funds as listed in the excluded parties list system (<http://www.sam.gov>); or (2)  
22 any of the above listed conditions become applicable to CONTRACTOR. CONTRACTOR shall  
23 indemnify, defend and hold the COUNTY harmless for any loss or damage resulting from a conviction,  
24 debarment, exclusion, ineligibility or other matter listed in the signed "Certification Regarding  
25 Debarment, Suspension, and Other Responsible Matters".

26 33. WAIVER

27 Notwithstanding any provision herein to the contrary, any delay or failure to require  
28 performance, or failure to insist upon strict compliance with any of the terms, covenants, conditions or

provisions of this Agreement shall not constitute or be deemed a waiver of such term, covenant, condition or provision, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times. Any waiver granted by a party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

34. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any other similar cause beyond the reasonable control of either party unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

35. UTILIZATION CONTROLS

As express conditions precedent to any authorization by COUNTY for payment obligations under the terms of this Agreement: (1) CONTRACTOR shall adhere to all utilizations controls and obtain authorization for services in accordance with Sections 5777 and 5778 of the California Welfare and Institutions Code and regulations adopted pursuant thereto; and (2) CONTRACTOR shall notify COUNTY within ten (10) calendar days of the emergency admission of a Beneficiary or Recipient.

36. AGREEMENT ADMINISTRATOR-DELEGATION OF AUTHORITY

COUNTY will administer this Agreement through a single administrator, the Director or designee, Fresno County Department of Behavioral Health. Until such time as COUNTY gives CONTRACTOR written notice of a successor appointment, the person designated above shall make all determinations and take all actions necessary to administer this Agreement, subject to the limitations of California laws and California State administrative regulations. No person other than the Director or designee shall be considered to have the delegated authority of, or to be acting on behalf of, the Director or designee unless the Director or designee has expressly stated in writing that the person is acting as his/her authorized agent.

1           37.    NOTIFICATION OF ADMISSION

2                   CONTRACTOR shall notify COUNTY within 24 hours, or next business day, of all  
3 Beneficiaries and or Recipients admitted for services, if those admitted are not direct referrals of  
4 COUNTY.

5           38.    MENTAL HEALTH CERTIFICATION REVIEW HEARINGS

6                   COUNTY will be responsible to provide for and compensate the Mental Health  
7 Certification Review Hearing Officer for all hearings performed at CONTRACTOR's facility in  
8 accordance with Welfare and Institutions Code Sections 5250 through 5270.35. CONTRACTOR will  
9 provide a location that allows for confidentiality and is compatible with and is least disruptive to the  
10 treatment being provided to the Beneficiary or Recipient.

11          39.    DISCHARGE PLANNING AND CARE COORDINATION

12                   All parties, pursuant to the Mental Health Plan, shall participate as needed in discharge  
13 planning and care coordination to ensure that each person hospitalized is supported through the  
14 transition process with necessary outpatient mental health and other necessary services once the  
15 client is discharged. COUNTY staff will not be responsible for the outcome of the discharge planning  
16 or the bed utilization of the clients.

17          40.    HEADINGS

18                   The headings contained in this Agreement are for reference purposes only and shall not  
19 affect in any way its meaning or interpretation.

20          41.    PATIENTS RIGHTS

21                   CONTRACTOR, or any Delegate performing the covenants of CONTRACTOR pursuant  
22 to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on patient  
23 rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section  
24 5325.1 of the California Welfare and Institutions Code and Title 42 Code of Federal Regulations  
25 Section 438.100. Complaints by Beneficiaries or Recipients with regard to substandard conditions  
26 may be investigated by COUNTY's Patient's Rights Advocate, COUNTY, the State Department of  
27 Health Care Services, the JCAHO, or such other agency, as required by law or regulation.

28          42.    REPORTING

1 CONTRACTOR, or any Delegate performing the covenants of CONTRACTOR pursuant  
2 to the terms of this Agreement, shall provide at COUNTY's request, any required reports to COUNTY  
3 which may include performance outcome reports.

4 43. IMPLEMENTATION PLAN

5 CONTRACTOR's services and processes for implementation as identified in this  
6 Agreement, shall incorporate COUNTY's "Implementation Plan for Psychiatric Inpatient Hospital  
7 Services Consolidation" incorporated herein by reference. COUNTY promptly shall furnish a copy of  
8 such plan to CONTRACTOR upon request. Upon the giving of thirty (30) days advance written notice  
9 to CONTRACTOR, any and all changes to such plan shall be incorporated herein and become part of  
10 this Agreement.

11 44. RECORDS AND AUDIT PROVISIONS

12 A. On-Site Reviews:

13 1) Agents of COUNTY and the California State Department of Health Care  
14 Services shall conduct audits or reviews, including on-site audits or reviews, of performance under this  
15 Agreement. These audits or reviews may evaluate the following:

16 a) Level and quality of care and the necessity and appropriateness of  
17 the services provided;  
18 b) Internal procedures for assuring efficiency, economy and quality of  
19 care;  
20 c) Compliance with COUNTY Client Grievance Procedures;  
21 d) Monitoring of Beneficiary complaints; and  
22 e) Financial records for fiscal audits when determined necessary to  
23 protect public funds.

24 2) CONTRACTOR shall make adequate office space available for the review  
25 team or auditors to meet and confer. Such space must be capable of being locked and secured to  
26 protect the work of the review team or auditors during the period of their investigation.

27 3) On-site reviews and audits shall occur during normal working hours with  
28 at least a seventy-two (72) hour notice, except that unannounced on-site reviews and requests for



1 information may be made in those exceptional situations where arrangement of an appointment  
2 beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

3 B. Records to be Kept, Audit or Review, Availability, Period of Retention:

4 CONTRACTOR covenants that the following shall occur:

5 1) It shall maintain books, records, documents and other evidence,  
6 accounting procedures and practices sufficient to properly reflect all direct and indirect costs of  
7 whatever nature claimed to have incurred in the performance of this Agreement.

8 2) The above information shall be maintained in accordance with Medicare  
9 principles of reimbursement and generally accepted accounting principles and shall be consistent with  
10 the requirement of the California Office of Statewide Health Planning and Development.

11 3) It shall also maintain medical records required by Sections 70747 - 70751  
12 of Title 22 of the California Code of Regulations, and other records related to a Beneficiary's or  
13 Recipient's eligibility for services, the service rendered, the Beneficiary to whom the service was  
14 rendered, the date of the service, the medical necessity of the service and the quality of the care  
15 provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California  
16 Code of Regulations.

17 4) The facility or office, or such part thereof as may be engaged in the  
18 performance of this Agreement, and the information specified in this section of this Agreement shall be  
19 subject at all reasonable times to inspection, audits and reproduction by any duly authorized agents of  
20 COUNTY, California State Department of Health Care Services, the Federal Department of Health and  
21 Human Services and Comptroller General of the United States.

22 5) It shall preserve and make available its records relating to payments  
23 made under this Agreement for a period of six (6) years from the close of CONTRACTOR's fiscal year,  
24 or for such longer period as may be required by Subsections (a) and (b) herein below.

25 a) If this Agreement is terminated, the records relating to the work  
26 terminated shall be preserved and made available for a period of six (6) years from the date of the last  
27 payment made under the Agreement.

28 b) If any litigation, claim, negotiation, audit or other action involving

the records has been started before the expiration of the six (6) year period, the related records shall be retained until completion and resolution of all issues arising there from or until the end of the six (6) year period, whichever is later.

45. AUDITS AND INSPECTIONS

CONTRACTOR shall at any time during business hours, once every twelve-month period, and with at least a seventy-two (72) hour notice, make available to COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

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

46. NOTICES

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

COUNTY

Director, Fresno County  
Department of Behavioral Health  
1925 E. Dakota Ave  
Fresno, CA 93726

CONTRACTOR

Kaweah Delta Health Care District  
d.b.a Kaweah Delta Mental Health Hospital  
Attention: COO  
400 W. Mineral King Avenue  
Visalia, CA 93291

Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when delivered by certified United States Mail, postage prepaid, address to such party.

47. GOVERNING LAW

The parties agree, that for the purposes of venue, performance under this Agreement is to 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.

48. ENTIRE AGREEMENT

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

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

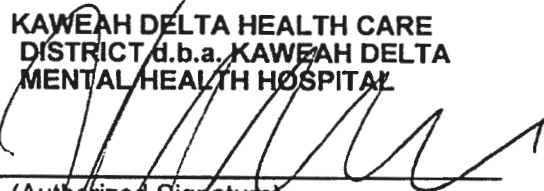
28 ///

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

3  
4 **CONTRACTOR**

**COUNTY OF FRESNO**

5 **KAWEAH DELTA HEALTH CARE**  
6 **DISTRICT d.b.a. KAWEAH DELTA**  
7 **MENTAL HEALTH HOSPITAL**

8   
(Authorized Signature)

9 Tom Bayner  
10 Print Name

11 Sr. VP/COO

12 Title (Chairman of Board, or President,  
or CEO)

13   
14 (Authorized Signature)

15 Malinda Tupper  
16 Print Name

17 VP/CEO

18 Title (Secretary of Corporation, or Chief  
Financial Officer/Treasurer, or any  
Assistant Secretary or Treasurer)

8   
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

**ATTEST:**

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

By: Susan Bishop  
Deputy

19  
20  
21 **Mailing Address:**

22 400 W. Mineral King Avenue  
23 Visalia, CA 93291  
24 Phone No.: (559) 624-3723  
Contact: Administrator, Kaweah Delta  
Mental Health Hospital

25 **FOR FRESNO COUNTY ACCOUNTING USE ONLY:**

26 Fund/Subclass: 0001/10000  
27 Organization: 56302666 (\$2,250,000 per 12-month period; \$11,250,000 contract maximum)  
28 Account/Program: 7295/0

## DEFINITIONS

1. Administrative Day: "Administrative Day" means those days authorized by COUNTY in an acute inpatient facility when, due to lack of an available nursing facility, the Beneficiary's or Recipient's stay at an acute inpatient facility must be continued beyond the Beneficiary's or Recipient's need for acute care.
2. Beneficiary: "Beneficiary" means an adult person certified as eligible for services under the Medi-Cal program according to section 41001, Title 22, California Code of Regulations who is a Fresno County Beneficiary and is designated by "County Code 10".
3. Delegate: "Delegate" means any natural or corporate person to whom PROVIDER transfers, pursuant to the terms of this Agreement, the primary responsibility to perform any covenant assumed by PROVIDER in this Agreement.
4. Department: "Department" means the California State Department of Health Care Services.
5. Fiscal Intermediary: "Fiscal Intermediary" means the entity which has contracted with the Department of Health Care Services to perform services for the Medi-Cal program pursuant to section 14104.3 of the Welfare and Institutions Code.
6. Recipients: "Recipients" refers to all adult persons, including without limitation low income, uninsured and under-insured persons, who qualify for mandated health services under the Uniform Method for Determining Ability to Pay (UMDAP) under sections 5709 and 5710 of the California Welfare and Institutions Code as determined by COUNTY.
7. Psychiatric Inpatient Hospital Services: "Psychiatric Inpatient Hospital Services" means services, to include but not limited to, facilities, professional, allied and supportive medical and paramedical personnel as provided either in an acute care hospital or a free-standing psychiatric hospital to Beneficiaries and Recipients referred by COUNTY, for the care and treatment of an acute episode of mental illness.
8. Medically Necessary Services: as defined by California Code of Regulations, Title 9, Chapter 11, Section 1820.205 identified in Exhibit B which is attached hereto and incorporated herein.
9. Physician and Transportation Services: "Physician Services" are those services provided by a physician(s) during an acute inpatient stay. "Transportation Services" means those services provided for transport to or from an acute inpatient facility or to or from an appropriate facility.
10. Physician Services: "Physician Services" means those services provided by a physician(s) or Psychologist(s) during an acute inpatient stay.
11. May: "May" is used to indicate a permissive or discretionary term or function.
12. Shall: "Shall" is used to indicate a mandatory term of function when used in a covenant of either COUNTY or PROVIDER.
13. Or: "Or" is not exclusive
14. Will: "Will" is used to indicate a mandatory term or function when used in a covenant of either COUNTY or PROVIDER.
15. Day of Discharge: "Day of Discharge" means the day from 12:00 midnight to 11:59 P.M. where the Beneficiary or Recipient is discharged from PROVIDER's facility.
16. Includes and Including: "Includes" and "Including" are not limiting (e.g., "including" means "including without limitation").

# **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

1. Name	Date of Birth	File Number
---------	---------------	-------------

2. Name	Relationship to Client	Date of Birth	Marital Status
---------	------------------------	---------------	----------------

3. Address	Telephone Number
------------	------------------

4. Veteran	Social Security Number
------------	------------------------

5. Employer	Position	If not employed, date last worked
-------------	----------	-----------------------------------

6. Employer's Address	Telephone Number
-----------------------	------------------

7. Spouse	Address
-----------	---------

8. Spouse's Employer	Position	If not employed, date last worked
----------------------	----------	-----------------------------------

9. Spouse's Employer's Address	Telephone Number
--------------------------------	------------------

10. Nearest Relative	Telephone/Address
----------------------	-------------------

11. Insurance Company	Address
-----------------------	---------

12. Policy/Group/ID Number	Assignment/Release of Information obtained
----------------------------	--

13. V.A. Claim Number	Medicare Claim Number
-----------------------	-----------------------

14. Medi-Cal Claim Number	Date referred for Eligibility Determination
---------------------------	---

Schedule of Asset Allowances  
Persons

17. Number of dependent on income

1	\$1500	6	\$2600
2	\$2250	7	\$2700
3	\$2300	8	\$2800
4	\$2400	9	\$2900
5	\$2500	10 or more	\$3000

18. List all liquid assets (savings, bank balances, market value of stocks, bonds and Mutual savings):

\$

\$

\$

\$

\$

\$

## UMDAP Application

### ALLOWABLE EXPENSES

24. Court ordered obligations paid monthly . . . . .	\$
25. Monthly child care (necessary for employment) . . . . .	\$
26. Monthly dependent support payments . . . . .	\$
27. Monthly medical expense payments in excess of 3% of gross income . . . . .	\$
28. Monthly mandated deductions from gross income for retirement plans (not Social Security – Allowance made in payment schedule) . . . . .	\$
29. Total allowable expense (add lines 24 through 28) . . . . .	\$

30. Deduct line 29 from line 23 (adjusted gross income) . . . . .	\$
31. Use line 17 and line 30 to determine the annual liability from Fee Schedule . . . . .	\$
32. Agreed upon payment plan to satisfy the above liability . . . . .	\$
33. Annual liability and service period: From . . . . . To . . . . .	
34. Provider of Financial Information (if other than patient or responsible person)	

Name . . . . . Address . . . . .

35. Adjusted by . . . . . Reason . . . . .

36. Approved by . . . . . Date . . . . .

37. *I affirm that the statements made herein are true and correct to the best of my knowledge and I agree to the payment plan as stated on line 34.*

\_\_\_\_\_  
Signature of Patient or Responsible Person

\_\_\_\_\_  
Date

38. An explanation of the UMDAP liability was provided.

\_\_\_\_\_  
Signature of Interviewer

\_\_\_\_\_  
Date

## 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>	

**DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT**

**I. Identifying Information**

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

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

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

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under "Remarks."

NAME	ADDRESS	EIN

- B. Type of entity:    ☐ Sole proprietorship                      ☐ Partnership                      ☐ Corporation  
                             ☐ Unincorporated Associations                      ☐ Other (specify) \_\_\_\_\_
- C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."
- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. .... ☐ ☐

NAME	ADDRESS	PROVIDER NUMBER

YES NO

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

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

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

V. Is the facility operated by a management company or leased in whole or part by another organization?..... ☐ ☐  
If yes, give date of change in operations. \_\_\_\_\_

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

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

Name		EIN	
Address (number, name)	City	State	ZIP code

B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?  
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

*Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.*

Name of authorized representative (typed)	Title
Signature	Date

Remarks

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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