

AGREEMENT

This Agreement is made and entered into this 9th day of July, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and CLOVIS UNIFIED SCHOOL DISTRICT, hereinafter referred to as "SCHOOL DISTRICT". Reference in this Agreement to "parties" shall be understood to refer to COUNTY and SCHOOL DISTRICT, unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), recognizes the need to make available COUNTY's DBH, and its contracted providers, to provide services related to mental well-being for children and youth enrolled in school grades, Kindergarten through High School; and

WHEREAS, children/youth with Serious Emotional Disturbance (SED) diagnoses who may also experience co-occurring mental health and alcohol/substance abuse and/or discipline issues shall be included among those served.

WHEREAS, SCHOOL DISTRICT is a public school district that also coordinates its own mental health services within the jurisdictional boundaries specific to SCHOOL DISTRICT.

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

1. DEFINITIONS

A. For purposes of this Agreement, the parties agree that the definitions set forth at California Code of Regulations (CCR) Title 9., Division 1, Ch. 1., Article 1, §1810.100 and §1810.247 shall govern the meaning of all terms utilized in this Agreement.

1. "Children's mental health services" shall be defined as outpatient mental health services, case management, crisis intervention, and rehabilitative services. This includes individual, group, and family therapy.

2. "Pupils" shall refer to all children with mental health needs who are eligible to or currently receive children's mental health services from or through COUNTY at schools within the jurisdictional boundaries of SCHOOL DISTRICT. This definition shall exclude children as

1 defined in CCR Title 2, Division 9, Chapter 1, Article 1, §60010 and §60020 for which mental health
2 services are required to be provided or arranged by the school as a service component of the child's
3 Individualized Education Program (IEP).

4 3. "Medically necessary mental health services" shall refer to the criteria in
5 accordance with CCR, Title 9, Division 1, Chapter 11, Article 2, §1830.205.

6 **2. OBLIGATIONS OF SCHOOL DISTRICT AND COUNTY**

7 A. SCHOOL DISTRICT shall provide the following:

- 8 1. Identify an educational coordinator to work collaboratively with
- 9 COUNTY's DBH staff to identify school sites to be served;
- 10 2. Provide confidential office/space large enough to conduct individual and
- 11 family sessions;
- 12 3. Provide a telephone in the confidential office/space used by DBH staff.
- 13 If no phones are available, a hand-held two-way radio will be provided;
- 14 and
- 15 4. Generate client referrals for COUNTY's DBH staff.

16 B. COUNTY shall provide the following:

- 17 1. Work collaboratively with SCHOOL DISTRICT staff to assign
- 18 COUNTY's DBH staff, and its contracted providers, to provide mental
- 19 health services to pupils;
- 20 2. Monitor the number and outcome of referrals and pupils engaged in
- 21 mental health services; and
- 22 3. Participate in meetings with SCHOOL DISTRICT staff to discuss pupil
- 23 progress toward meeting mental health treatment goals and access other
- 24 supportive services that may be needed.

25 **3. COVERED SERVICES**

26 A. The parties agree to the terms and conditions set forth in Exhibit A "Inter-
27 Agency Agreement – Purpose and Intent" attached hereto and by this reference incorporated herein
28 and made part of this Agreement.

1 B. SCHOOL DISTRICT agrees that mental health services provided by COUNTY,
2 and its contracted providers, under this Agreement are not intended to serve Special Education
3 students determined to be “Emotionally Disturbed” as defined by the Individuals with Disability Act
4 who have an IEP, and that COUNTY is not providing these mental health services as a contractor of
5 SCHOOL DISTRICT. SCHOOL DISTRICT shall be solely responsible for the mental health
6 treatment requirements of the IEP.

7 **4. TERM**

8 This Agreement shall become effective upon execution and shall terminate on the 30th
9 day of June 2021.

10 This Agreement may be extended for two (2) additional twelve (12) month periods upon
11 the written approval of parties not later than sixty (60) days prior to the close of the then current
12 Agreement term. COUNTY’s DBH Director, or designee, is authorized to execute such written
13 approval on behalf of COUNTY based on SCHOOL DISTRICT’s satisfactory performance.

14 **5. TERMINATION**

15 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be
16 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
17 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
18 terminated at any time by giving SCHOOL DISTRICT sixty (60) days advance written notice.

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

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

24 and/or

- 25 4) Improperly performed service.

26 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of
27 this Agreement or any default which may then exist on the part of SCHOOL DISTRICT. Neither
28 shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach

1 or default. COUNTY shall have the right to demand of SCHOOL DISTRICT the repayment to
2 COUNTY of any funds disbursed to SCHOOL DISTRICT under this Agreement, which in the
3 judgment of COUNTY were not expended in accordance with the terms of this Agreement. SCHOOL
4 DISTRICT shall promptly refund any such funds upon demand.

5 C. Without Cause – Under circumstances other than those set forth above, this
6 Agreement may be terminated by SCHOOL DISTRICT or COUNTY or COUNTY’s DBH Director,
7 or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

8 **6. COMPENSATION**

9 The services and obligations conducted pursuant to the terms and conditions of this
10 Agreement shall be performed without payment of any monetary consideration by any of the parties,
11 one to the other.

12 **7. INDEPENDENT CONTRACTOR**

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

25 Because of its status as independent contractors, SCHOOL DISTRICT shall have
26 absolutely no right to employment rights and benefits available to COUNTY employees. SCHOOL
27 DISTRICT shall be solely liable and responsible for providing to, or on behalf of, their employees all
28 legally-required employee benefits. In addition, SCHOOL DISTRICT shall be solely responsible and

1 save COUNTY harmless from all matters relating to payment of SCHOOL DISTRICT's employees,
2 including compliance with Social Security, withholding, and all other regulations governing such
3 matters. It is acknowledged that during the term of this Agreement, SCHOOL DISTRICT may be
4 providing services to others unrelated to COUNTY or to this Agreement.

5 **8. MODIFICATION**

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

8 It is mutually understood that the parties agree to review this Agreement annually and to
9 revise this Agreement as appropriate so as to assure services are delivered to the satisfaction of the
10 parties.

11 **9. NON-ASSIGNMENT**

12 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
13 duties under this Agreement without the prior written consent of the other party.

14 **10. HOLD-HARMLESS**

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

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

26 COUNTY agrees to indemnify, save, hold harmless, and at a SCHOOL DISTRICT's
27 request, defend SCHOOL DISTRICT, its officers, agents, and employees from any and all costs and
28 expenses, including attorney fees and court costs, damages, liabilities, claims, and losses occurring or

1 resulting to SCHOOL DISTRICT in connection with the performance, or failure to perform, by
2 COUNTY, its officers, agents, or employees under this Agreement, and from any and all costs and
3 expenses, including attorney fees and court costs, damages, liabilities, claims, and losses occurring or
4 resulting to any person, firm or corporation who may be injured or damaged by the performance, or
5 failure to perform, of COUNTY, its officers, agents, or employees under this Agreement.

6 **11. CONFIDENTIALITY**

7 All services performed by SCHOOL DISTRICT under this Agreement shall be in strict
8 conformance with all applicable Federal, State of California and/or local laws and regulations relating
9 to confidentiality.

10 Confidentiality of Pupil Records – COUNTY, and its contracted providers, agree to
11 obtain the written consent of the pupil’s parent/legal guardian or other person lawfully charged with
12 the care and custody of the pupil to allow the exchange of necessary educational and medical
13 information while insuring the confidentiality of each pupil’s record. A copy of the parent/legal
14 guardian’s written consent form will be kept on file at COUNTY’s DBH client file. No Protected
15 Health Information (PHI) or other confidential information shall be disclosed by COUNTY, or its
16 contracted providers, to SCHOOL DISTRICT without such written consent, or in the event that such
17 written consent is withdrawn.

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

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

22 **13. COMPLIANCE WITH STATE REQUIREMENTS**

23 SCHOOL DISTRICT recognizes that COUNTY operates its mental health programs
24 under an agreement with the State of California Department of Health Care Services, and that under
25 said agreement the State imposes certain requirements on COUNTY and SCHOOL DISTRICT.
26 SCHOOL DISTRICT shall adhere to all State Requirements, including those identified in Exhibit B
27 “State Mental Health Requirements”, attached hereto and by this reference incorporated herein.

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1 **14. NON-DISCRIMINATION**

2 During the performance of this Agreement SCHOOL DISTRICT shall not unlawfully
3 discriminate against any employee or applicant for employment, or recipient of services, because of
4 race, religion, color, national origin, ancestry, physical disability, medical condition, marital status,
5 age, or gender, pursuant to all applicable State of California and Federal statutes and regulations.

6 **15. ENGLISH PROFICIENCY**

7 COUNTY shall provide interpreting and translation services to persons participating in
8 COUNTY mental health services who have limited or no English language proficiency, including
9 services to persons who are deaf or blind. Interpreter and translation services shall be provided as
10 necessary to allow such participants meaningful access to the program, services, and benefits provided
11 by COUNTY, and its contracted providers. Interpreter and translation services, including translation
12 of COUNTY “vital documents” (those documents that contain information that is critical for accessing
13 COUNTY services or are required by law) shall be provided to participants at no cost to the
14 participant. COUNTY, and its contracted providers, shall ensure that any employees, agents, schools,
15 or partners who interpret or translate for a program participant, or who directly communicate with a
16 program participant in a language other than English, demonstrate proficiency in the participant’s
17 language and can effectively communicate any specialized terms and concepts peculiar to COUNTY
18 mental health services.

19 **16. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

20 SCHOOL DISTRICT is required to disclose if any of the following conditions apply to
21 them, their owners, officers, corporate managers, and partners:

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

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

1 records; or

2 4. False statements or receipt of stolen property.

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

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

12 SCHOOL DISTRICT must sign an appropriate “Certification Regarding
13 Debarment, Suspension, and Other Responsibility Matters”, Exhibit C attached hereto and by this
14 reference incorporated herein. Additionally, SCHOOL DISTRICT must immediately advise
15 COUNTY in writing if, during the term of the agreement: (1) SCHOOL DISTRICT becomes
16 suspended, debarred, excluded, or ineligible for participation in federal or state funded programs or
17 from receiving federal funds as listed in the excluded parties list system (<http://www/epls/gov>); or (2)
18 any of the above listed conditions become applicable to SCHOOL DISTRICT. SCHOOL DISTRICT
19 will indemnify, defend, and hold COUNTY harmless for any loss or damage resulting from a
20 conviction, debarment, exclusion, ineligibility, or other matter listed in the signed Certification
21 Regarding Debarment, Suspension, and Other Responsibility Matters.

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

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

26 Members of SCHOOL DISTRICT’s Board of Directors shall disclose any self-dealing
27 transactions that they are a party to while SCHOOL DISTRICT is providing goods or performing
28 services under this agreement. A self-dealing transaction shall mean a transaction to which SCHOOL

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

6 **18. AUDITS AND INSPECTIONS**

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

12 **19. COMPLAINTS**

13 SCHOOL DISTRICT shall log complaints and the disposition of all complaints from a
14 client or a client's family. SCHOOL DISTRICT shall provide a copy of the detailed complaint log
15 entries concerning COUNTY-sponsored clients to COUNTY's DBH at monthly intervals by the tenth
16 (10th) day following the month of service, in a format that is mutually agreed upon. In addition,
17 SCHOOL DISTRICT shall provide details and attach documentation of each complaint with the log.
18 SCHOOL DISTRICT shall post signs informing clients of their right to file a complaint or grievance.
19 SCHOOL DISTRICT shall notify COUNTY's DBH of all incidents reportable to State licensing
20 bodies that affect COUNTY clients within twenty-four (24) hours of receipt of a complaint.

21 Within ten (10) days after each incident or complaint affecting COUNTY clients,
22 SCHOOL DISTRICT shall provide COUNTY with information relevant to the complaint,
23 investigative details of the complaint, the complaint, and SCHOOL DISTRICT's disposition of, or
24 corrective action taken to resolve, the complaint. In addition, SCHOOL DISTRICT shall inform every
25 client of their rights as set forth in Exhibit E, attached hereto and by this reference incorporated herein.
26 SCHOOL DISTRICT shall file an incident report for all incidents involving clients, following the
27 protocol and using the worksheet identified in Exhibit F, attached hereto and by this reference
28 incorporated herein and made part of this Agreement.

1 **20. NOTICES**

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

| <u>COUNTY</u> | <u>SCHOOL DISTRICT</u> |
|---------------------------------|--------------------------------------|
| Director, Fresno County | Clovis Unified School District |
| Department of Behavioral Health | Theresa Pafford, SELPA Administrator |
| 1925 E. Dakota Avenue | 1680 David E. Cook Way |
| Fresno, CA 93726 | Clovis, CA 93611 |

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

23 **21. GOVERNING LAW**

24 The parties agree, that for the purposes of venue, performance under this Agreement is
25 to be in Fresno County, California.

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

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1 **22. ENTIRE AGREEMENT**

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

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.
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5 **CLOVIS UNIFIED SCHOOL DISTRICT**

COUNTY OF FRESNO

6 



7 _____
(Authorized Signature)

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

9 Michael Johnston, Assoc Supt Admin Services

10 _____
Print Name & Title

11 Clovis Unified School District

12 _____
13
14 1450 Herndon Ave, Clovis, CA 93611

15 _____
Mailing Address

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

17
18 By Susan Bishop
19 Deputy

20
21 **FOR ACCOUNTING USE ONLY:**

22 Fund/Subclass: 0001/10000
23 Organization: 56304311/53604312
24 Account/Program: 7295/0
25

26
27 Contact: Michael Johnston
28 Phone No.: 559-327-9121

Inter-Agency Agreement – Purpose and Intent

School Collaboration with the Fresno County Department of Behavioral Health for On-Site Children’s Mental Health Services

This Agreement formalizes a partnership between Fresno County (County) and various School Districts in Fresno County to increase access to mental health services for students of the Districts by having Children’s Mental Health Services on school sites in Fresno, Clovis and in the rural communities of Fresno County. The target population of school-based mental health treatment services is Medi-Cal and uninsured students who are un-served or underserved through traditional mental health programs. Services are provided by the Department of Behavioral Health, School Based Team (SBT), and its contracted providers, for both metropolitan (metro) and rural areas. The selection of school sites is a collaborative decision by the Districts and Department of Behavioral Health (DBH) with priority given to those with a high percentage of Medi-Cal and uninsured pupils and where there are little or no mental health resources on their campuses.

The County’s Department of Behavioral Health Director, or designee, or the school districts, may request to convene for review and revision of the program design as policies and regulations change.

A. Selection of School Sites:

The School District will identify an educational coordinator to work collaboratively with DBH staff to identify school sites to be served prior to school year based on:

1. The degree of unmet mental health needs and lack of mental health resources available on campus.
2. The number of referrals received from the school during the current school year and the caseload capacity and amount of direct client services provided by the DBH clinician at each of his/her assigned school site.
3. The ability of the school to provide a confidential space for the DBH staffs to meet with children and families that include a telephone, electrical outlet for a computer lap top and printer. School sites that do not have appropriate confidential space will not continue to receive SBT services. The number of designated school sites per District will be determined by a review of the previous school year’s referral rate and access to appropriate confidential space.
4. Support by school staffs to facilitate attendance to scheduled mental health appointments.
5. Determine the plan for continuation of mental health services during school holidays, State testing, summer breaks, etc.

6. Determine the transition of mental health services when school-based mental health services are discontinued.
7. The District Coordinator/ school administrative staff and DBH will develop guidelines as to the selection/de-selection process of designated school sites within each school district.

In order to avoid a disruption in the therapeutic relationship between the student and DBH clinician, it is advisable that the Districts and DBH mutually agree to changes in the schools to be served no later than 30 days prior to the end of the school year. This early identification of schools will enable mental health services to begin during the summer in advance of the start of the school year.

Rural: schools under each district will be included in the MOU, to allow for flexibility of the assigned rural clinical staff to be able to meet the needs of rural clients in various school sites, based on current caseload need. The need will be monitored by the Clinical Supervisor and clinical staff, and they will have ongoing contact to meet the needs of the rural communities.

Confidential Space:

1. Ensures children's mental health services can be conducted in the manner that fulfills State and Federal confidentiality requirements.
2. Does not allow the conversation between the student, therapist and/or family to be heard outside of the confidential space.
3. Will not be accessed by school staffs during therapy sessions.
4. If there are windows that are viewable by anyone outside of the confidential area/room, then the district will provide blinds, curtains or other coverings to protect the confidentiality of each student in treatment in accordance with the school and DBH policies.
5. Promotes the safety and well-being of each student and be maintained in good working order.
6. Room size: large enough to conduct individual and family sessions.

Telephones: The schools shall provide a telephone in the confidential office/space used by the DBH clinician or case manager for their day-to-day work, consultations and collaborations regarding their clients/students. If no phones are available, a hand-held two-way radio will be provided to the DBH clinician with training on how to use it for the clinician's safety and that of the students.

B. Referral Process:

For Central, Clovis and Fresno Unified School Districts (Metro SBT): The Administration of the school sites shall educate school staff regarding referrals for mental health services by the second week of the fall semester. Each school site will designate a staff person to coordinate the referral process. The staff coordinator shall be responsible for speaking with the parent or legal guardian of

the student (if student is a minor) and the student that a referral for children's mental health services has been made. If the parent objects to the mental health referral, the referral process will not proceed. The mental health (MH) clinician will determine the student's insurance eligibility obtain parental consent before determining the medical necessity of each referral. The MH clinician will keep track of each referral and provide the Staff coordinator of the status of each referral on a monthly basis. The Staff coordinator and the MH clinician will convene monthly with associated staff to discuss stability and well-being of each referred student.

Meetings to increase communication and collaboration between appropriate school staffs and the DBH school-based clinicians will be held as needed to discuss the student's progress toward meeting mental health treatment goals and other supportive services that may be needed.

Rural School Districts (Rural SBT): Referrals will be generated by school staff, parents/legal guardians, Department of Social Services - Social Workers, community agencies, County, DBH in-house programs, contract providers, self-referrals, etc. The referrals will be given to the assigned rural clinical staff. For each rural school campus, the DBH clinical staff will interface with school staff on each campus in which they utilize space, as needed.

DBH Procedures and timeliness of services:

1. Upon receipt of a referral from the school, the DBH staff shall review the appropriateness of the referral and begin the intake process within five (5) working days by contacting the parent/legal guardian.
2. Upon completion of the intake process, a mental health assessment will be scheduled.
3. It is understood that the provision of mental health services is voluntary and the families may decline services at any point in the treatment process.
4. Parents who do not keep their scheduled appointment will be contacted and rescheduled based on scheduling availability and acuity of impairment experienced by the student receiving services.
5. Each student's access to treatment services will be triaged based on acuity and urgency to initiate mental health services.
6. Parent/legal guardian are expected to participate in assessment, treatment planning and ongoing treatment services as determined by the MH clinician,
7. The Parent/legal guardian will be advised at the conclusion of the assessment interview whether or not their child's symptoms meet Medi-Cal medical necessity criteria and when treatment services will begin.
8. If no services are warranted, the rationale will be explained to both the parent/legal guardian and the Staff Coordinator.

9. The DBH Clinician will inform the Staff Coordinator when program capacity has been reached, services can be provided, and/or other options that may be available.

C. Monitoring:

DBH will monitor the number and outcome of referrals and students engaged in mental health services and communicate with school staff to determine if any changes in the day-to-day operations are needed. Rural school sites within a community will be monitored by the clinical staff and Clinical Supervisor and changes will be made based on the need of the clients and communities involved. Staff will determine school sites based on caseload need.

D. DBH procedures for ongoing treatment:

1. The DBH clinician will work collaboratively with school staff to determine an appropriate schedule for ongoing services that will not negatively impact the student's educational needs
2. At the beginning of the day, DBH staff will provide the office manager or other designee with a list of students who are scheduled to be seen will be seen that day.
3. School staff will advise DBH staff whether or not the student is present and assist with having the student summoned for his/her appointment.
4. At Rural school sites, assigned clinical staff will be responsible to work with each individual school staff on each campus or agencies regarding appointments and availability of the students on campus.

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

C. Suspension of Compensation

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

D. Nepotism

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

5. **PATIENTS' RIGHTS**

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

STATE CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

c. Every employee who works on the proposed Agreement will:

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the

Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject

area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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

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

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

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

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)"

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

Fresno County Mental Health Plan

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

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

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

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

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

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

FRESNO COUNTY MENTAL HEALTH PLAN

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

Where the forms should be sent - within 24 hours from the time of the incident or first knowledge of the incident:

- Incident Report should be sent to:

DBHincidentreporting@fresnocountyca.gov **and** designated Contract Analyst

Fresno County Department of Behavioral Health-Incident Report

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

Client Information

Last Name: Click or tap here to enter text. First Name: Click or tap here to enter text. Middle Initial: Click or tap here to enter text.
Date of Birth: Click or tap here to enter text. Client ID#: Click or tap here to enter text. Gender: Male Female
County of Origin: Click or tap here to enter text.
Name of Reporting Party: Click or tap here to enter text. Name of Facility: Click or tap here to enter text.
Facility Address: Click or tap here to enter text. Facility Phone Number: Click or tap here to enter text.

Incident (check all that apply)

Homicide/Homicide Attempt Attempted Suicide (resulting in serious injury) Death of Client Medical Emergency
 Injury (self-inflicted or by accident) Violence/Abuse/Attempts to Assault (toward others, client and/or property)
 Other- Specify (i.e. medication errors, client escaping from locked facility, fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community): Click or tap here to enter text.

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

Description of the Incident (Attach additional sheet if needed): Click or tap here to enter text.
Key People Directly Involved in Incident (witnesses, staff): Click or tap here to enter text.

Action Taken (check all that apply)

Consulted with Physician Called 911/EMS First Aid/CPR Administered Law Enforcement Contacted
 Client removed from building Parent/Legal Guardian Contacted Other (Specify): Click or tap here to enter text.

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

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

Form Completed by: _____
Printed Name Signature Date

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

For Internal Use only:

Report to Administration Report to Intensive Analysis Committee for additional review Request Additional Information
 No Action Unusual Occurrence Other: Click or tap here to enter text.