

**MASTER AGREEMENT**

THIS AGREEMENT is made and entered into this 20th day of August, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each CONTRACTOR to be listed in Exhibit A "List of Contractors" attached hereto and incorporated herein by reference, and collectively hereinafter referred to as 'CONTRACTOR(S)', and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added or deleted by COUNTY. Reference in this Agreement to party or "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR(S), unless otherwise specified.

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH) has a need to provide residential mental health services; and

WHEREAS, CONTRACTOR(S) has the secured facilities, staff and expertise, and is licensed by the State of California, to provide residential mental health services, and is willing and able to provide such services to individuals referred by Fresno County pursuant to the terms and conditions of this Agreement; and

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

**1. SERVICES**

A. CONTRACTOR(S) shall provide select specialized residential mental health services, which will be determined on a case by case basis by DBH clinical staff in conjunction with each CONTRACTOR(S)' clinical staff, which may include intensive day treatment, day treatment rehabilitation, day treatment intensive group, medication support, crisis intervention, family therapy, individual therapy, group therapy, mental health services, case management, brokerage, crisis stabilization, and therapeutic behavioral services. The select specialized mental health services shall be referenced within each CONTRACTOR(S)' respective "Scope of Work and Rates", which will be incorporated as Exhibit B, attached hereto and by this reference incorporated herein by reference.

CONTRACTOR(S)' intensive day treatment programs may include a non-public school program, for those youth unable to attend public schools due to the severity of their mental and/or

behavioral conditions. In addition, CONTRACTOR(S)' crisis intervention services (emergency intervention) shall allow for a child care counselor to child ratio of one (1) to one (1). As it relates to crisis management or emergency intervention, CONTRACTOR(S) shall follow established agency protocol.

B. CONTRACTOR(S) agree to provide placement and specialized treatment services (stated above) for seriously emotionally disturbed (SED) youth and adults with severe mental illness (SMI), including individuals suffering with eating disorders, at its respective treatment facilities as needed.

C. Prior to services being rendered, authorization from COUNTY shall be required for each new admission to CONTRACTOR(S)' facilities.

D. Authorization from COUNTY shall be required for continuation of services every three (3) months after admission to CONTRACTOR(S)' facilities as well as for ongoing treatment services.

E. Authorization obtained by CONTRACTOR(S) from COUNTY shall be confirmed in written format that is acceptable to both COUNTY and CONTRACTOR(S).

F. COUNTY shall not be obligated to compensate CONTRACTOR(S) for: 1) any services rendered during any non-authorized period; 2) for services provided in excess of an authorized service period; 3) for services in excess of the number of authorized contacts; or 4) for services provided to ineligible individuals.

G. CONTRACTOR(S) shall be solely responsible for any acts or omission of its employees and/or subcontractors while providing services under this Agreement.

H. CONTRACTOR(S) may add or delete service sites involving individuals referred by COUNTY with thirty (30) days advance written notice to COUNTY's Department of Behavioral Health Director or her designee, with notice to the COUNTY. For CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal program, it is understood that such CONTRACTOR(S)' service sites must be licensed and certified according to the State of California, Department of Health Care Services (DHCS) criteria prior to being added to this Agreement and before CONTRACTOR(S) may provide services under this Agreement at any new service site.

I. COUNTY does not guarantee a minimum amount of services to CONTRACTOR(S). COUNTY will refer/place individuals at CONTRACTOR(S)' facilities based upon

COUNTY's needs.

J. It is acknowledged by all parties hereto that COUNTY's DBH shall monitor said specialized residential mental health services provided by CONTRACTOR(S).

K. CONTRACTOR(S) shall develop treatment plans for each individual which are reviewed and revised, as necessary, throughout all stages of the program and include a statement of short-term (monthly) and long-term (tri-monthly) treatment and rehabilitation goals, delineation of the type and frequency of therapeutic service to be provided to each individual, and delineation of those supportive services needed by the individual.

L. CONTRACTOR(S) shall perform all services defined in Exhibit B in accordance with Exhibit C "Guiding Principles of Care Delivery", attached hereto and by this reference incorporated herein and made part of this Agreement.

## **2. TERM**

This Agreement shall become effective upon execution and shall terminate on the 30<sup>th</sup> day of June 2022.

This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of parties concerned 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.

## **3. TERMINATION**

A. Non Allocation of Funds - The 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 the CONTRACTOR(S) thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the 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 the COUNTY;
4. Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR(S). Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR(S) the repayment to the COUNTY of any funds disbursed to the CONTRACTOR(S) under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR(S) shall promptly refund any such funds upon demand.

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

#### **4. COMPENSATION**

A. COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agrees to receive compensation at Fee for Service rates to be determined by COUNTY and CONTRACTOR(S). Said cost of services/rates shall be referenced within each CONTRACTOR(S)' respective Exhibit B, which will contain their associated rates for each service. It is acknowledged by all parties hereto that said rate (s) may change during the term of this Agreement and such rate changes may be approved by COUNTY's Director, Department of Behavioral Health or her designee and become part of this Agreement. However, said rate changes shall not result in any change to the maximum compensation paid under this Agreement.

B. Compensation by COUNTY to CONTRACTOR(S) is for mental health services stated in this Agreement at the rates to be determined. Compensation by COUNTY to CONTRACTOR(S) for placement (housing) is not provided for under this Agreement. The maximum combined amount payable to CONTRACTOR(S) by COUNTY for specialized residential mental health services provided by CONTRACTOR(S) under the terms and conditions of this Agreement for each fiscal year is: (FY) 2019-20 is Four Million Five Hundred Thousand and No/100 Dollars

1 (\$4,500,000.00); FY 2020-21 is Five Million and No/100 Dollars (\$5,000,000.00); FY 2021-22 is Five  
2 Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00); FY 2022-23 is Six Million and No/100  
3 Dollars (\$6,000,000.00); FY 2023-24 is Six Million Five Hundred Thousand and No/100 Dollars  
4 (\$6,500,000.00).

5 In no event shall the total maximum compensation amount for services provided by  
6 CONTRACTORS collectively under the terms and conditions of this Agreement, which includes a three  
7 year base contract and two optional one-year extensions, exceed Twenty-Seven Million Five Hundred  
8 Thousand and No/100 Dollars (\$27,500,000.00).

9 In the event the maximum compensation amount in any individual fiscal year as  
10 noted above, is not fully expended, said remaining unspent funding amounts shall rollover to each  
11 subsequent fiscal year's established maximum compensation.

12 C. Payments by COUNTY shall be in arrears, for services provided during the  
13 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR(S) invoices by  
14 COUNTY. If CONTRACTOR(S) should fail to comply with any provision of this Agreement, COUNTY shall  
15 be relieved of its obligations for further compensation.

16 D. Physician Services: Non-psychiatric Physician services and medically necessary  
17 physical health services provided post admittance of a COUNTY Beneficiary or Recipient covered under  
18 this Agreement, are not covered under this Agreement and shall not be paid by the COUNTY.

19 E. Adolescent Eating Disorders Program (AEDP) service fees, are determined by  
20 COUNTY and CONTRACTOR(S) and shall be identified in CONTRACTOR(S)' respective Exhibit B.

21 F. Transportation Services: In the event transportation services are required by those  
22 patients receiving specialized residential mental health services, such transportation services and the cost  
23 and expense thereof shall be the responsibility of COUNTY.

24 G. All invoices submitted should include the following required information: name of  
25 facility, facility address, invoice date range, client name, admit date, discharge date, number of days, date  
26 of birth, case manager, daily rate and total. In no event shall CONTRACTORS submit claims to COUNTY  
27 for clients that are not duly authorized by COUTY to receive services.

28 H. A day shall be defined as any portion of a twenty-four (24) hour day beginning at

8:00 a.m. and ending at 7:59 a.m. the following day. Day of discharge shall not be billed. However, a day of service may be billed if the person is admitted and discharged during the same day provided that such admission and discharge is not within twenty-four (24) hours of a prior discharge.

**5. INVOICING**

A. CONTRACTOR(S) shall invoice COUNTY in arrears by the tenth (10th) of each month for specialized residential mental health services provided during the prior month to DBH-Invoices@co.fresno.ca.us and a copy to the assigned DBH Mental Health Contracts Staff Analyst. Invoices and supporting documentation shall be in such detail as acceptable to COUNTY's DBH, as described in this section. Additionally, invoices and supporting documentation shall be mailed to: County of Fresno, Department of Behavioral Health, 1925 E. Dakota, Fresno, CA 93703, Attention: Invoice Review Analyst. No reimbursement for services shall be made until the invoice and report is received, verified, and approved by COUNTY's DBH.

B. Billing information must include the name of the individuals being served, patient ID numbers, dates of service, types of mental health service provided, duration of services, service provider names, units of service provided, rates of services provided, and actual amounts of service. No reimbursement for services shall be made until the invoice, and supporting documentation is received, verified and approved by COUNTY's DBH.

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

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

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

8 F. CONTRACTOR(S) is responsible for collection and managing data in a manner to  
9 be determined by the COUNTY in accordance with applicable rules and regulations.

10 G. CONTRACTOR(S) shall submit service data to the COUNTY and COUNTY shall  
11 enter service data into its electronic information system.

12 H. For CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by  
13 COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal  
14 program, such CONTRACTOR(S) must provide all necessary data to allow the COUNTY to bill Medi-Cal,  
15 and any other third-party source, for services and meet State and Federal reporting requirements. The  
16 necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into  
17 COUNTY's electronic information system; 2) providing an electronic file compatible with COUNTY's  
18 electronic information system; or 3) integration between COUNTY's electronic information system and  
19 CONTRACTOR(S)' information system(s).

20 I. For CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by  
21 COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal  
22 program, the CONTRACTOR(S) will be responsible for billing the other health coverage (OHC) carrier and  
23 obtaining a payment/denial or have validation of claiming with no response ninety (90) days after the claim  
24 was mailed for Medi-Cal beneficiaries that have dual coverage, such as private insurance, Medicare.  
25 CONTRACTOR(S) must report all revenue collected from OHC, third-party, or private-pay in each monthly  
26 invoice and in the cost report that is required to be submitted. A copy of explanation of benefits or CWM  
27 1500 is required as documentation. For CONTRACTOR(S) that provide services to Medicare beneficiaries  
28 referred by COUNTY and agree to comply with all applicable rules and regulations associated with the

1 Medicare program, CONTRACTOR(S) must comply with all laws and regulations governing the Medicare  
2 program, including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. Section 1395 et  
3 seq.; and 2) the regulation and rules promulgated by the Centers for Medicare and Medicaid Services as  
4 they relate to participation, coverage and claiming reimbursement. CONTRACTOR(S) will be responsible  
5 for compliance as of the effective date of each federal, state or local law or regulation specified.

6 J. For CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by  
7 COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal  
8 program, and CONTRACTOR(S) are located within the State of California, service location must be  
9 approved by the COUNTY's DBH during the Medi-Cal certification process. During this process, the  
10 CONTRACTOR(S) will obtain a legal entity number established by the DHCS, a requirement for  
11 maintaining COUNTY's MHP organizational provider status throughout the term of this Agreement.  
12 CONTRACTOR(S) will be required to receive MHP approval and become Medi-Cal certified prior to  
13 providing services to Medi-Cal eligible clients and seeking reimbursement from the COUNTY.  
14 CONTRACTOR(S) will not be reimbursed by COUNTY for any services rendered prior to certification. If  
15 CONTRACTOR(S) have received Medi-Cal certification/MHP approval from their host county, then a copy  
16 of the approval must be provided to COUNTY.

17 For CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by  
18 COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal  
19 program, and CONTRACTOR(S) are located out-of-state they must submit documentation equivalent to  
20 the above that is required by the State in which the CONTRACTOR(S) provide services. For  
21 CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by COUNTY and agree to  
22 comply with all applicable rules and regulations associated with the Medi-Cal program, such  
23 CONTRACTOR(S)' shall provide specialty mental health services in accordance with the COUNTY's MHP  
24 and comply with the "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set  
25 forth in Exhibit D, attached hereto and incorporated herein by reference.

26 For CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by  
27 COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal  
28 program, such CONTRACTOR(S) may provide direct specialty mental health services using unlicensed



1 staff as long as the individual is approved by the COUNTY's MHP, is supervised by licensed staff who met  
2 the Board of Behavioral Sciences requirements for supervision, works within his/her scope, and only  
3 delivers allowable direct specialty mental health services. Unlicensed staff must also be credentialed by  
4 COUNTY's DBH Managed Care.

5 For CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by  
6 COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal  
7 program, it is understood that each service is subject to audit for compliance with Federal and State  
8 regulations and that COUNTY may be making payments in advance of said review. In the event that a  
9 service is disapproved, COUNTY may, at its sole discretion, withhold compensation or offset from other  
10 payments due, the amount of said disapproved services. CONTRACTOR(S) shall be responsible for audit  
11 exceptions to ineligible dates of services or incorrect application of utilization review requirements.

12 **6. INDEPENDENT CONTRACTOR(S)**

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

23 Because of its status as an independent contractor, CONTRACTOR(S) shall have  
24 absolutely no right to employment rights and benefits available to COUNTY employees.  
25 CONTRACTOR(S) shall be solely liable and responsible for providing to, or on behalf of, its employees all  
26 legally required employee benefits. In addition, CONTRACTOR(S) shall be solely responsible and save  
27 COUNTY harmless from all matters relating to payment of CONTRACTOR(S)'S employees, including  
28 compliance with Social Security, withholding and all other regulations governing such matters. It is

acknowledged that during the term of this Agreement, CONTRACTOR(S) may be providing services to others unrelated to the COUNTY or to this Agreement.

## **7. MODIFICATION**

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

Notwithstanding the above, changes to services and responsibilities of the CONTRACTOR(S) as needed to accommodate changes in the law relating to specialized residential mental health services, may be made with the signed written approval of COUNTY's DBH Director, or his or her designee, and CONTRACTOR(S) through an amendment approved by County Counsel and the COUNTY's Auditor-Controller/Treasurer-Tax Collector's Office.

In addition, changes to the service rates to be provided, as set forth in each CONTRACTOR(S) Exhibit B, may be made with the written approval of COUNTY's DBH Director, or his or her designee, and the individual CONTRACTOR, with notice to the COUNTY. Maximum compensation amounts payable to each CONTRACTOR may be modified with the written approval of COUNTY's DBH Director, or his or her designee. Said modifications shall not result in any change to the total combined maximum compensation amount payable to all CONTRACTORS under this Agreement, as stated herein.

## **8. ADDITIONS OF CONTRACTOR(S)**

COUNTY's DBH Director or her designee reserves the right at any time during the term of this Agreement to add or delete CONTRACTOR(S) to Exhibit A, with notice to the COUNTY. It is understood any such additions or deletions will not affect compensation paid to the other CONTRACTOR(S) and therefore such additions or deletions may be made by COUNTY without notice or approval of other CONTRACTOR(S) under this Agreement.

## **9. MONITORING**

CONTRACTOR(S) agrees to extend to COUNTY's DBH Director, or designee, the right to review and monitor records, programs or procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR(S) programs, in order to ensure compliance with the terms and conditions of this Agreement. In addition, for CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal

1 program, such CONTRACTOR(S) agrees to also extend to the State Department Health Care Services,  
2 Mental Health Services Division (MHSD), or their designees, the right to review and monitor records,  
3 programs or procedures, at any time, in regard to clients, as well as the overall operation of  
4 CONTRACTOR(S) programs.

5 **10. NON ASSIGNMENT**

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

8 **11. HOLD HARMLESS**

9 CONTRACTOR(S) agrees to indemnify, save, hold harmless, and at COUNTY's request,  
10 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including  
11 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in  
12 connection with the performance, or failure to perform, by CONTRACTOR(S), its officers, agents or  
13 employees under this Agreement, and from any and all costs and expenses, including attorney fees and  
14 court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation  
15 who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR(S), its  
16 officers, agents or employees under this Agreement. In addition, CONTRACTOR(S) agrees to indemnify  
17 COUNTY for Federal, State of California and/or local audit exceptions resulting from noncompliance herein  
18 on the part of the CONTRACTOR(S).

19 **12. INSURANCE**

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

24 **A. Commercial General Liability**

25 Commercial General Liability Insurance with limits of not less than Two Million  
26 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).  
27 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
28 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal

liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

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

E. Child Abuse/Molestation and Social Services Coverage

Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

Additional Requirements Relating to Insurance

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

CONTRACTOR(S) hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONTRACTOR(S) is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR(S)' waiver of

1 subrogation under this paragraph is effective whether or not CONTRACTOR(S) obtains such an  
2 endorsement.

3                   Within Thirty (30) days from the date CONTRACTOR(S) signs and executes this  
4 Agreement, CONTRACTOR(S) shall provide certificates of insurance and endorsement as stated above  
5 for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral  
6 Health, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Contracts Division, stating that such  
7 insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents  
8 and employees will not be responsible for any premiums on the policies; that for such worker's  
9 compensation insurance the CONTRACTOR(S) has waived its right to recover from the COUNTY, its  
10 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not  
11 invalidate the insurance policy; that such Commercial General Liability insurance names the County of  
12 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only  
13 insofar as the operations under this Agreement are concerned; that such coverage for additional insured  
14 shall apply as primary insurance and any other insurance, or self insurance, maintained by COUNTY, its  
15 officers, agents and employees, shall be excess only and not contributing with insurance provided under  
16 CONTRACTOR(S)' policies herein; and that this insurance shall not be cancelled or changed without a  
17 minimum of thirty (30) days advance, written notice given to COUNTY.

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

21                   All policies shall be issued by admitted insurers licensed to do business in the State  
22 of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.  
23 rating of A FSC VII or better.

### 24           **13.   LICENSES/CERTIFICATES**

25                   Throughout each term of this Agreement, CONTRACTOR(S) and CONTRACTOR(S)' staff  
26 shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary  
27 for the provision of the services hereunder and required by the laws and regulations of the United States of  
28 America, State of California, the County of Fresno, and any other applicable governmental agencies.

CONTRACTOR(S) shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR(S) and CONTRACTOR(S)' staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

**14. RECORDS**

CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal program, shall maintain records in accordance with Exhibit E, "Documentation Standards for Client Records", attached hereto and incorporated herein by reference and made part of this Agreement. During site visits, COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives. All medical records shall be maintained for a minimum of 10 years from the date of the end of the Agreement.

**15. REPORTS**

**A. Outcome Reports**

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

**B. Additional Reports**

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

**C. Cost Report**

CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal

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

17                   Cost reports must be submitted to the COUNTY as a hard copy with a signed cover  
18 letter and electronic copy of the completed DHCS cost report form along with requested support  
19 documents following each fiscal year ending June 30th. During the month of September of each year this  
20 Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates the  
21 training session, DHCS cost report template worksheets, and deadlines to submit as determined by the  
22 State annually. Remit the hard copies of the cost reports to County of Fresno, Attention: Cost Report  
23 Team, P.O. Box 45003, Fresno, CA 93718. Remit the electronic copy or any inquiries to  
24 DBHcostreportteam@fresnocountyca.gov.

25                   All cost reports must be prepared in accordance with Generally Accepted  
26 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and  
27 5718(c). Unallowable costs such as lobby or political donations must be deducted on the cost report and  
28 invoice reimbursements.

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

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

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

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

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



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

**16. CONFLICT OF INTEREST**

No officer, agent, or employee of the 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. No officer, agent, or employee of the COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed by CONTRACTOR(S) to fulfill any contractual obligations with COUNTY. The CONTRACTOR(S) shall also comply with all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

**17. REFERENCES TO LAWS AND RULES**

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

**18. COMPLIANCE WITH STATE REQUIREMENTS**

CONTRACTOR(S) recognizes that COUNTY operates its mental health programs under an agreement with State DHCS, and that under said agreement the State imposes certain requirements on COUNTY and its CONTRACTOR(S) and its subcontractors. For CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal program, such CONTRACTOR(S) shall adhere to all State requirements, including those identified in Exhibit F "State Mental Health Requirements", attached hereto and incorporated herein by reference.

**19. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS**

CONTRACTOR(S) that provide services to Medi-Cal beneficiaries referred by COUNTY and agree to comply with all applicable rules and regulations associated with the Medi-Cal program, shall be required to maintain organizational provider certification by Fresno County. Such CONTRACTOR(S)

1 must meet Medi-Cal organization provider standards as listed in Exhibit G, "Medi-Cal Organizational  
2 Provider Standards", attached hereto and incorporated herein by reference. It is acknowledged that all  
3 references to Organizational Provider and/or Provider in Exhibit G shall refer to CONTRACTOR(S) as  
4 identified in Exhibit A. In addition, CONTRACTOR(S) that provide services to Medi-Cal beneficiaries  
5 referred by COUNTY and agree to comply with all applicable rules and regulations associated with the  
6 Medi-Cal program, shall inform every client of their rights under the COUNTY's Mental Health Plan as  
7 described in "Fresno County Mental Health Plan Grievances and Appeals Process" Exhibit H, attached  
8 hereto and incorporated herein by reference. CONTRACTOR(S) shall also file an incident report for all  
9 incidents involving clients, following the Protocol for Completion of Incident Report and using the  
10 Worksheet identified in the "Fresno County Mental Health Plan Incident Reporting", Exhibit I, attached  
11 hereto and incorporated herein by reference, or a protocol and worksheet presented by CONTRACTOR(S)  
12 that is accepted by COUNTY'S DBH Director, or designee.

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

14 COUNTY and CONTRACTOR(S) each consider and represent themselves as covered  
15 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-  
16 191(HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

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

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

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

27 **21. DATA SECURITY**

28 For the purpose of preventing the potential loss, misappropriation or inadvertent access,

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

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

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

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

2) Current virus protection software is in place;

3) Mobile device has the remote wipe feature enabled; and

4) A secure connection is used.

B. CONTRACTOR(S)-Owned Computers or Computer Peripherals:

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

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

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

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

1 data files and data processing equipment which stores or processes COUNTY data internally and  
2 externally.

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

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

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

15 **22. NON-DISCRIMINATION**

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

20 **23. CULTURAL COMPETENCY**

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

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

28 B. Policies and procedures for ensuring access and appropriate use of trained

1 interpreters and material translation services for all LEP clients, including, but not limited to, assessing the  
2 cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its  
3 language assistance program. The CONTRACTOR(S) procedures must include ensuring compliance of  
4 any sub-contracted providers with these requirements.

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

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

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

28 CONTRACTOR(S) on a monthly basis shall provide COUNTY DBH a monthly monitoring

1 tool/report that shows all CONTRACTOR(S) staff cultural competency trainings completed.

2 **24. AMERICANS WITH DISABILITIES ACT**

3 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to  
4 this Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act  
5 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations  
6 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,  
7 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and  
8 information technology (EIT) accessible to people with disabilities. California Government Code section  
9 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

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

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

27 **26. SINGLE AUDIT CLAUSE**

28 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00)

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

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

27           C.       CONTRACTOR shall make available all records and accounts for inspection by  
28 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal

Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

**27. COMPLIANCE**

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

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

**28. ASSURANCES**

In entering into this Agreement, CONTRACTOR(S) certifies that neither it nor any of its officers are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal



1 Health Care Programs; that neither it nor any of its officers have been convicted of a criminal offense  
2 related to the provision of health care items or services; and that neither it, nor any of its officers, have  
3 been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension,  
4 debarment, or ineligibility. If COUNTY learns, subsequent to entering into this Agreement, that  
5 CONTRACTOR(S) is ineligible on these grounds, COUNTY will remove CONTRACTOR(S) from  
6 responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care  
7 Programs and shall remove such CONTRACTOR(S) from any position in which CONTRACTOR(S)'s  
8 compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR(S) may be  
9 paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal  
10 Funds at least until such time as CONTRACTOR(S) is reinstated into participation in the Federal Health  
11 Care Programs.

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

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

25                   1)       In the event the potential employee or subcontractor informs  
26 CONTRACTOR(S) that he or she is excluded, suspended, debarred or otherwise ineligible, or has been  
27 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR(S)  
28 hires or engages such potential employee or subcontractor, the CONTRACTOR(S) will ensure that said

1 employee or subcontractor does no work, either directly or indirectly relating to services provided to  
2 COUNTY.

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

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

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

25                   2)       Notwithstanding the above, COUNTY at its discretion may terminate this  
26 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as  
27 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of  
28 CONTRACTOR(S) will perform work, either directly or indirectly, relating to services provided to COUNTY.

Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY clients.

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

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

## **29. PROHIBITION ON PUBLICITY**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR(S) advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section 1 of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director or designee and at a cost to be provided in Section 4 of this Agreement for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

## **30. COMPLAINTS**

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

Within ten (10) days after each incident or complaint affecting COUNTY clients, CONTRACTORS shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and CONTRACTORS' disposition of, or corrective action taken to resolve the

complaint. In addition, CONTRACTORS shall inform every client of their rights as set forth in Exhibit I. CONTRACTORS shall file an incident report for all incidents involving clients, following the protocol and using the worksheet identified in Exhibit I "Incident Reporting", attached hereto and by this reference incorporated herein and made part of this Agreement.

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

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

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

**32. DISCLOSURE OF CRIMINAL HISTORY & CIVIL ACTIONS**

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

A. Within the three-year period preceding the Agreement award, CONTRACTOR(S) has been convicted of, or had a civil judgment rendered against it for:

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

1           B.       Within a three-year period preceding their Agreement award CONTRACTOR(S)  
2 has had a public transaction (federal, state, or local) terminated for cause or default. Disclosure of the  
3 above information will not automatically eliminate CONTRACTOR(S) from further business consideration.  
4 The information will be considered as part of the determination of whether to continue and/or renew the  
5 Contract and any additional information or explanation that a CONTRACTOR(S) elects to submit with the  
6 disclosed information will be considered. If it is later determined that the CONTRACTOR(S) failed to  
7 disclose required information, any contract awarded to such CONTRACTOR(S) may be immediately  
8 voided and terminated for material failure to comply with the terms and conditions of the award.

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

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

20           This provision is only applicable if the CONTRACTOR(S) is operating as a corporation (a  
21 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR(S) changes  
22 its status to operate as a corporation.

23           Members of the CONTRACTOR(S)'S Board of Directors shall disclose any self-dealing  
24 transactions that they are a party to while CONTRACTOR(S) is providing goods or performing services  
25 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR(S)  
26 is a party and in which one or more of its directors has a material financial interest. Members of the Board  
27 of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing  
28 Exhibit M "Self-Dealing Transaction Disclosure Form", attached hereto and incorporated herein by

reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

**34. AUDITS AND INSPECTIONS**

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

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR(S) shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

**35. NOTICES**

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

COUNTY OF FRESNO

CONTRACTOR(S)

Director, Fresno County  
Department of Behavioral Health  
3133 N. Millbrook Avenue  
Fresno CA 93703

See Exhibit A,

All notices between the COUNTY and CONTRACTOR(S) provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery

shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this Section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

**36. GOVERNING LAW**

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**37. SEPARATE AGREEMENT**

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

**38. SEVERABILITY**

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

**39. ENTIRE AGREEMENT**

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

///

///

///

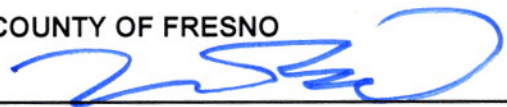
///

///

///

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

3 COUNTY OF FRESNO

4   
5 Nathan Magsig, Chairman of the Board of  
6 Supervisors of the County of Fresno

7  
8  
9 **ATTEST:**

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

13  
14 By: 

Deputy

15 **FOR ACCOUNTING USE ONLY:**

16 Fund/Subclass: 0001/10000  
17 ORG No.: 5630  
18 Account/Program: 7295/0  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

PLEASE SEE ADDITIONAL  
SIGNATURE PAGES ATTACHED



**CONTRACTOR**



---

(Authorized Signature)

---

Dr. Christopher Zubiato, President & CEO

---

Everwell Health Systems, LLC

---

300 James Way, Ste. 130, Pismo Beach, CA 93449

Mailing Address

PLEASE SEE ADDITIONAL  
SIGNATURE PAGES ATTACHED

**FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH  
RESIDENTIAL MENTAL HEALTH SERVICES-EATING DISORDER  
LIST OF CONTRACTORS**

1. Everwell Health Systems, LLC  
300 James way, Ste. 130  
Pismo Beach, CA 93449  
702-469-5269

**EVER WELL HEALTH SYSTEMS, LLC  
SCOPE OF WORK AND RATES  
2019-2020**

In consideration of the payments set forth in Exhibit "B-1", Contractor shall provide the following services:

**MENTAL HEALTH PROGRAM SERVICES**

For the term of this Agreement as herein specified, Contractor shall provide to the Department of Behavioral Health Fresno County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long-term care.

Contractor shall provide a broad range of services in a niche, structured environment focused on each resident's specific needs and interest. Services shall be designed to enhance basic living skills, improve social functioning, allow for training opportunities within the community, and for participation in out-of-home activities, in an effort to normalize each resident's lifestyle. Such services are intended to help each resident reach and maintain his/her highest level of functioning resulting in reintegration into the community. A schedule of these services shall be developed each month outlining daily routines and opportunities. In addition, Contractor shall develop an Individual Program Plan for each resident to target specific independent living skills and goals. The Individual Program Plan shall be focused on measurable goals and specific activities to be provided by Contractor to assist each resident in reaching the goals in the plan. Contractor shall:

- 1) Provide room and board
- 2) Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments.
- 3) Provide organized, educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and substance abuse awareness.
- 4) Ensure that each resident is given the opportunity to attend and participate in community activities including, but not limited to local worship services and activities, and community activities and events (i.e., ball games, dances, plays).
- 5) Encourage/facilitation of each resident in taking increasing responsibility for his/her own treatment by supporting self-established goals and the use of support and treatment systems.
- 6) Assist each resident with socialization and group activities to enhance problem-solving skills, self-disclosure, social and family relationship skills, and appropriate expression of feelings.
- 7) Establish peer and family support to promote proactive roles within the facility as well as with family.
- 8) Provide organized recreation events and community outings to help each resident with the development of leisure skills and improve social functioning.
- 9) Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health case managers, and monitoring of health conditions.

- 10) Assist each resident with his/her medication regiment and communication with the psychiatrist.
- 11) Assist each resident in the development of personal hygiene grooming, dressing, and household living skills.
- 12) Provide close supervision of, and intensive interactions with, each resident who requires management of difficult behaviors, consistent with the Individual Treatment Plan.
- 13) Provide 24-hour on-site coverage.
- 14) Contractor's employees shall participate in trainings as required for maintaining licensures as a board and care facility.
- 15) Maintain documentation on all County clients.

### ADMISSIONS

All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director or designee.

The admission of all persons receiving services under this Agreement must receive the approval of the Director or designee. A signed authorization form shall indicate such approval.

Additional screening and evaluation are performed by Contractor's staff prior to admission to these programs. Contractor must provide a Treatment Plan for all specialty outpatients' mental health services to all County clients. Contractor shall provide additional assistance and monitoring for clients with issues affecting the management of their severe symptomology and functional impairments. The program shall also monitor any on-going medical issues through collaboration with healthcare providers.

Levels of Treatment are to be arrived at mutually between the County and Contractor. Levels of treatment, or client profiles may be defined as follow:

- LEVEL I: Includes individuals with a major mental health condition who have been residing in community settings but need supportive services and who would benefit from 6-8 months of Contractor Integrated care model to restore health and function. Chronic disease may be **present**, but conditions are well controlled with medication and no Restricted Health Condition Plan is required. Client discharge to Independent Living and/or **Full-Service** Partnership (FSP) should be expected.
- LEVEL II: Includes individuals with a major health condition who have been residing in the community, secure settings, or locked settings but are ready for a less restrictive environment, and would benefit from 6-8 month of Contractor integrated care model in order to progress to lower levels of care to restore health and function. Chronic disease is present and may or may not be controlled with medication or lifestyle support. A Restricted Health Condition Plan is required. Client discharge to licensed care or Intensive community supportive care management setting should be expected.

- LEVEL III: Includes individuals with severe mental health and medical issues. This level of care typically requires one-to-one supervision for a period of time to stabilize the client's medical and psychiatric conditions and often requires more intensive physical, occupational and/or speech therapy than required for Level I or Level II residents.

#### REPORTING

- 1) The DBH Division's Management Information System (MIS) unit will complete state-required Client Data System (CDS) reports. Contractor shall cooperate with County requests for information on patients placed under the terms of this agreement.
- 2) Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
- 3) County shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
- 4) Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

#### AUGMENTED SERVICES

Augmented services provide, such as extraordinary staffing requests, residents requiring special medical attention waivers or treatments, and other enhanced services may be negotiated on an individual basis.

#### TRANSPORTATION SERVICES

Transportation charges are not for routine or local transportation. Transportation services are for transport of County clients to specialty medical care (i.e., dialysis), or court hearings only. Transportation services shall be preauthorized by the Director of Behavioral Health or designee.

#### MEDICATION SUPPORT SERVICES

Daily dispensing of medications is a non-billable service included in the residential rate.

#### BED HOLD

When a client's symptoms escalate to the point, he/she cannot be managed at this level of care, and requires treatment in an acute psychiatric inpatient facility, the client shall be allowed a seven (7) day bed hold. The seven (7) day bed hold shall also be instituted should a client need a brief stay in an acute medical inpatient facility for physical health needs.

**EVER WELL HEALTH SYSTEMS, LLC  
PAYMENTS AND RATES  
2019-2020**

**PAYMENTS**

In full consideration of the services provided by Contractor pursuant to this Agreement County shall pay Contractor in the manner described below, except that any and all such payments shall be subject to the conditions contained in this Agreement. The following rates apply to all facilities operated/managed by Ever Well Health Systems, LLC.

- a. LEVEL I: County shall pay Contractor at the daily bed rate of ONE HUNDRED FIFTY DOLLARS (\$155), per client.
- b. LEVEL II: County shall pay Contractor at the daily bed rate of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$180), per client.
- c. LEVEL III: County shall pay Contractor at the daily bed rate of TWO HUNDRED TWENTY-THREE DOLLARS (\$223), per client.
- d. UNSPONSORED: County shall pay Contractor at the daily bed rate of TWO HUNDRED SEVENTEEN DOLLARS (\$217), per client.
- e. EMERGENCY PLACEMENT: County shall pay Contractor at the daily bed rate of TWO HUNDRED FORTY-TWO DOLLARS (\$242), per client.

	<b>Base Rate</b>	<b>Residential Supports</b>	<b>Ind Tx</b>	<b>EWHS's Contract Rate (Per day rates)</b>	<b>Gross Cost Per Day (Includes SSI)</b>
DELTA ENCLAVE					
<b><u>Enclave @ The Delta (Adult Residential Facility)</u></b>					
Primary Tx P2 – Level (1)	\$50	\$50	\$55	\$155	\$189
Primary Tx P2 – Level (2)	\$50	\$75	\$55	\$180	\$214
<b><u>Delta at The Sherwoods (Residential Care Facility for Elderly)</u></b>					
Primary Tx P2 – Level (2)	\$50	\$75	\$55	\$155	\$189
Primary Tx P2 – Level (3)	\$50	\$118	\$55	\$257	\$223

# **Fresno County Department of Behavioral Health**

## **Guiding Principles of Care Delivery**

---

### **DBH VISION:**

Health and well-being for our community.

Exhibit C  
Page 1 of 4

### **DBH MISSION:**

The Department of Behavioral Health, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

### **DBH GOALS:**

Quadruple Aim

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

### **GUIDING PRINCIPLES OF CARE DELIVERY:**

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

#### **1. Principle One - Timely Access & Integrated Services**

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

#### **2. Principle Two - Strengths-based**

# **Fresno County Department of Behavioral Health**

## **Guiding Principles of Care Delivery**

---

Exhibit C  
Page 2 of 4

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

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

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

### **4. Principle Four - Inclusive of Natural Supports**

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

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

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

### **6. Principle Six - Culturally Responsive**



# **Fresno County Department of Behavioral Health**

## **Guiding Principles of Care Delivery**

---

Exhibit C  
Page 3 of 4

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

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

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

### **8. Principle Eight - Co-occurring Capable**

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

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

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

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

# **Fresno County Department of Behavioral Health**

## **Guiding Principles of Care Delivery**

---

Exhibit C  
Page 4 of 4

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

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

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

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

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

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

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

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

accurately describe the services provided.

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

---

---

**For Individual Providers**

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

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

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

---

---

**For Group or Organizational Providers**

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

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

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

☐ Other: \_\_\_\_\_

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

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

## Documentation Standards For Client Records

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

### **A. Assessments**

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

### **B. Client Plans**

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

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

2. Timeliness/Frequency of Client Plan:

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

**C. Progress Notes**

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

2. Timeliness/Frequency of Progress Notes:

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

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



## **STATE MENTAL HEALTH REQUIREMENTS**

### **1. CONTROL REQUIREMENTS**

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

### **2. PROFESSIONAL LICENSURE**

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

### **3. CONFIDENTIALITY**

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

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

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

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

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

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

C. Suspension of Compensation

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

D. Nepotism

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

**5. PATIENTS' RIGHTS**

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

**STATE CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

c. Every employee who works on this Agreement will:

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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

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

Federal database checks.

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

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

### Medi-Cal Organizational Provider Standards

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

- D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
  - E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
  - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
  - G. Policies and procedures are in place for dispensing, administering and storing medications.
11. For organizational providers that provide day treatment intensive or day rehabilitation, the provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Health Care Service's day treatment requirements. The COUNTY shall review the provider's written program description for compliance with the State Department of Health Care Service's day treatment requirements.
12. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three (3) years. The COUNTY may also conduct additional certification reviews when:
- The provider makes major staffing changes.
  - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
  - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
  - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
  - There is change of ownership or location.
  - There are complaints against the provider.
  - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.



## **Fresno County Mental Health Plan**

### **Grievances**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**Information Notice**

Date: May 29, 2018

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

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

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

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

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

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

**Reporting Process**

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

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

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

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

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

## Fresno County Department of Behavioral Health-Incident Report

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

### Client Information

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

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

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

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

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

Facility Address: Click or tap here to enter text.

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

### Incident (check all that apply)

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

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

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

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

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

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

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

### Action Taken (check all that apply)

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

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

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

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

Form Completed by: \_\_\_\_\_  
Printed Name Signature Date

Reviewed by Supervisor/Program Manager: \_\_\_\_\_  
Printed Name Signature Date

### For Internal Use only:

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

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

Revised 12 /2017

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

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

### Principal Standard:

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

### Governance, Leadership, and Workforce:

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

### Communication and Language Assistance:

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

### Engagement, Continuous Improvement, and Accountability:

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

## The Case for the Enhanced National CLAS Standards

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

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

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

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

### Bibliography:

- Beach, M. C., Cooper, L. A., Robinson, K. A., Price, E. G., Gary, T. L., Jenckes, M. W., Powe, N.R. (2004). Strategies for improving minority healthcare quality. (AHRQ Publication No. 04-E008-02). Retrieved from the Agency of Healthcare Research and Quality website: <http://www.ahrq.gov/downloads/pub/evidence/pdf/minqual/minqual.pdf>
- Goode, T. D., Dunne, M. C., & Bronheim, S. M. (2006). The evidence base for cultural and linguistic competency in health care. (Commonwealth Fund Publication No. 962). Retrieved from The Commonwealth Fund website: [http://www.commonwealthfund.org/usr\\_doc/Goode\\_evidencebasecultlinguisticcomp\\_962.pdf](http://www.commonwealthfund.org/usr_doc/Goode_evidencebasecultlinguisticcomp_962.pdf)
- LaVeist, T. A., Gaskin, D. J., & Richard, P. (2009). The economic burden of health inequalities in the United States. Retrieved from the Joint Center for Political and Economic Studies website: <http://www.jointcenter.org/sites/default/files/upload/research/files/The%20Economic%20Burden%20of%20Health%20Inequalities%20in%20the%20United%20States.pdf>
- National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: <http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?lvl=1&lvlid=33&ID=286>
- U.S. Department of Health and Human Services. (2011). HHS action plan to reduce racial and ethnic health disparities: A nation free of disparities in health and health care. Retrieved from [http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS\\_Plan\\_complete.pdf](http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS_Plan_complete.pdf)
- U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). Healthy people 2020: Social determinants of health. Retrieved from <http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39>
- U.S. Department of Health and Human Services, Office of Minority Health (2011). National Partnership for Action to End Health Disparities. Retrieved from <http://minorityhealth.hhs.gov/npa>
- World Health Organization. (2012). Social determinants of health. Retrieved from [http://www.who.int/social\\_determinants/en/](http://www.who.int/social_determinants/en/)

**DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT**

<b>I. Identifying Information</b>			
Name of entity		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) (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Signature:

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).

<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>	