

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of January, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each Contractor listed in Exhibit A "CONTRACTOR(S)" attached hereto and by this reference incorporated herein, 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 by COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each Contractor, unless otherwise specified.

WITNESSETH:

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

WHEREAS, COUNTY, through its DBH, is in need of providers to use telecommunications and information technology to provide specialty mental health services across distance (telemedicine) as specified in this Agreement and as part of the MHP, submitted to the California State Department of Health Care Services (DHCS) pursuant to Article 5, section 14680-14685, Chapter 8.8, Division 9, Welfare and Institutions Code; and

WHEREAS, CONTRACTOR(S) is/are qualified and willing to provide such specialty mental health services through telemedicine, as defined in 9 C.C.R. section 1810.247, excluding Therapeutic Behavioral Services (TBS), as part of the MHP.

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

1. SERVICES

A. CONTRACTOR(S) shall perform all services and fulfill all responsibilities as specified in COUNTY's Request for Proposal (RFP) No. 20-013 dated September 20, 2019, Addendum No. One (1) to COUNTY's RFP No. 20-013 dated September 23, 2019, and Addendum No. Two (2) to COUNTY's RFP No. 20-013 dated October 9, 2019 collectively referred to herein as COUNTY's Revised RFP, and CONTRACTOR(S)' response to said Revised RFP dated October 16, 2019 all incorporated

herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits and excluding the Revised RFP and CONTRACTOR(S)' Response to Revised RFP; 2) to the Revised RFP; and 3) to CONTRACTOR(S)' Response to the Revised RFP. A copy of COUNTY's Revised RFP No. 20-013 and CONTRACTOR(S)' response thereto shall be retained and made available during the term of this Agreement by COUNTY's DBH Contracts Division.

B. CONTRACTOR(S) shall also provide the following services:

1) Case Management – Services that assist an individual to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure individuals' access to service and the service delivery system; monitoring of the individuals' progress; and plan development.

2) Medication Support Services – Services which include prescribing, administering, dispensing and monitoring of psychiatric medications or other biological interventions which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and treatment plan development related to the delivery of the service and/or assessment of the individuals receiving services.

3) Other Services – Other services as determined by the COUNTY such as care coordination, case consultation, arranging for appropriate professionals and technology to meet COUNTY's anticipated telemedicine mental health coverage needs, and other services as requested.

The above services are subject to the limitations set forth in the statewide Medi-Cal Program, unless specifically exempted by the COUNTY.

Additionally, by the execution of this Agreement, there is no guarantee made by COUNTY to any CONTRACTOR(S) that any services shall be provided to any individual under this Agreement.

C. County Responsibilities

1) For each session of telemedicine executed by CONTRACTOR(S),

COUNTY's DBH agrees to provide real-time access to client electronic health records to enable timely documentation of services provided by CONTRACTOR(S) as recorded in the COUNTY's electronic health records system in accordance with Section 6 of this Agreement. In addition, COUNTY shall provide the necessary electronic health records system service codes or other means to identify services as required in Exhibit B to ensure proper review and reconciliation of CONTRACTOR(S)' monthly invoices submitted in accordance with Section 6 for services rendered.

2) Scheduling of Services

It is acknowledged that each CONTRACTOR(S) shall be assigned a schedule of services that is mutually accepted by the parties prior to the commencement of services by CONTRACTOR(S). Said schedule of services shall indicate the CONTRACTOR(S) name, specific days and times of coverage authorized each week, the authorized period provided by COUNTY'S DBH, and will indicate a weekly total of hours authorized by the COUNTY. COUNTY and CONTRACTOR(S) acknowledge that the schedule of services for each CONTRACTOR(S) may be subject to adjustment based on staffing changes experienced by the COUNTY's DBH. Any such adjustments shall be communicated to CONTRACTOR(S) in a mutually acceptable manner with said adjustments requiring ninety (90) days advanced written notice to CONTRACTOR(S) prior to any mutually agreed upon adjustment. Any adjustments to the schedule of services that are mutually accepted by the parties shall be in writing and will require an updated schedule of services to be executed between the parties.

Prior to scheduling an individual to receive services from CONTRACTOR(S), COUNTY will be responsible for determining: i) whether the individual is eligible for California Medi-Cal Program benefits at the time the service is rendered by CONTRACTOR(S); and ii) whether the individual is certified by the COUNTY as a "uniform method for determining ability to pay" (UMDAP) individual. As conditions for payment, CONTRACTOR(S) must only provide services to individuals: i) at the direct request of COUNTY during sessions scheduled by COUNTY; and ii) in accordance with the terms and conditions set forth in the COUNTY Mental Health Plan Individual/Group Provider Manual (MHP Provider Manual) in effect at that time. In the event of any inconsistency among this Agreement and the MHP Provider Manual, the inconsistency shall be resolved by giving precedence in the following order of priority: i) to this Agreement, and ii) to the MHP Provider Manual.

COUNTY agrees that it will not request CONTRACTOR(S) to provide any type of service or units of services to any individual for which an active employee of COUNTY, or active COUNTY-contracted provider, has provided, or will be asked to provide, the same type of service or units of services to an individual.

3) Imposition of Additional Controls

In the interest of program integrity or the welfare of individuals served, COUNTY may introduce additional utilization controls as may be necessary at any time and without advance notice to CONTRACTOR(S). In the event of such change, COUNTY shall notify CONTRACTOR(S) in writing with the effective date/timeframe that the change shall take effect.

2. QUALIFICATIONS

A. A Mental Health professional licensed, and Board eligible, in the State of California as a psychiatrist, or psychiatric nurse practitioner, may deliver services under this Agreement if they meet the qualifications set by COUNTY as stated below:

1) Is certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3 of Title 22 of the California Code of Regulations; or

2) Is a licensed provider practicing within Fresno County or has been specifically exempted from this requirement by COUNTY. CONTRACTOR(S)' providers must maintain a specialty code designation of 26 Psychiatry (child), 27 Psychiatry Neurology, or 36 Psychiatry, under the California Medi-Cal program.

3) The parties acknowledge that CONTRACTOR(S) will be performing hiring, training, and credentialing of staff, and COUNTY will be performing additional staff credentialing to ensure compliance with State and Federal regulations.

B. Technology Requirements

CONTRACTOR(S) shall utilize the technology requirements as it relates to the provision of specialty mental health services through telemedicine, which is defined as the use of telecommunications and information technology to provide access to health assessment, diagnosis, intervention, consultation, supervision, and information across distance between a provider and an

individual in need of service.

COUNTY shall provide Information Technology Support personnel as may be needed for CONTRACTOR(S) to access Department's electronic health records system and to assist with the resolution of system issues (i.e., County platform and/or security changes, software updates, etc.).

CONTRACTOR(S) shall work independently with the COUNTY to ensure the necessary telecommunications and information technology is in place for the services under this Agreement.

3. TERM

This Agreement shall become effective on the 1st day of January, 2020 and shall terminate on the 30th day of June, 2022.

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

4. TERMINATION

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

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

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

In no event shall any payment by COUNTY constitute a waiver by 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 CONTRACTOR(S) under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR(S) shall promptly refund any such funds upon demand or, at COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR(S) under this Agreement.

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

D. If termination is initiated by COUNTY the date of such termination shall be set by consideration for the welfare of individuals being served and necessary allowance for notification of CONTRACTOR(S) and individuals being served, and CONTRACTOR(S) shall be notified in accordance with the notice provisions in Section Thirty-Five (35).

E. If termination is initiated by CONTRACTOR(S), termination shall require ninety (90) days advance written notice of intent to terminate (with allowance for appropriate clinical transition of individuals being served prior to termination of services), transmitted by CONTRACTOR to COUNTY by Certified or Registered U.S. Mail, Return Receipt Requested, addressed to the office of COUNTY as follows:

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

F. This Agreement terminates automatically, and this provision is self-executing in any of the following situations: loss of suspension of licensure by a CONTRACTOR(S)' provider(s); charges to any individual being served by CONTRACTOR(S) other than authorized share of cost payments; CONTRACTOR(S)' failure to abide by COUNTY's Quality Assurance/Improvement decisions; CONTRACTOR(S)' failure to adhere to the provisions contained in the MHP Provider Manual; CONTRACTOR(S)' failure to meet COUNTY's qualification criteria.

G. COUNTY's DBH may terminate a provider for cause upon ten (10) days prior

1 written notice to CONTRACTOR(S). In such event, CONTRACTOR(S) shall be paid for services
2 performed pursuant hereto prior to the effective date of termination. Either party hereto may terminate a
3 provider without cause, upon ninety (90) days prior written notice.

4 H. Regardless of reason for termination, the number of services to be provided and
5 duration of time for the appropriate clinical transition of individuals being served prior to termination of
6 services shall be at the sole discretion of COUNTY.

7 I. In the event of the closure of business by CONTRACTOR(S) and/or death or
8 withdrawal of CONTRACTOR(S) from practice, this Agreement shall terminate immediately.

9 J. Upon termination of this Agreement for any reason, CONTRACTOR(S) shall
10 ensure an orderly transition of care for individuals under treatment, including but not limited to the
11 transfer of individuals' medical/clinical records.

12 K. In the event that COUNTY terminates this Agreement as to one or more
13 CONTRACTORS, this Agreement shall stay in full force and effect as to the remaining
14 CONTRACTOR(S). Termination of one or more CONTRACTORS from this Agreement shall not
15 terminate the Agreement as to the remaining CONTRACTOR(S).

16 **5. COMPENSATION**

17 A. Reimbursement to CONTRACTOR(S) for scheduled service sessions shall be
18 made at the rates in each CONTRACTOR(S)' respective rate sheets identified as Exhibit B, attached
19 hereto and incorporated herein. It is agreed by all parties that the actual annual fiscal year rate
20 increases listed in Exhibit B shall reflect the Consumer Price Index (CPI) rate that is released during the
21 last month of the current fiscal year not to exceed a maximum increase of four (4) percent from the
22 previous fiscal year's rate for each subsequent fiscal year throughout the contract period not to exceed
23 the maximum annual compensation amount identified below. In no event shall services provided by all
24 CONTRACTOR(S) pursuant to the MHP exceed a total amount of Three Million Four Hundred Fifty-
25 Two Thousand Eight Hundred and No/100 Dollars (\$3,452,800.00) for the period of January 1, 2020
26 through June 30, 2020. In no event shall services provided by all CONTRACTOR(S) pursuant to the
27 MHP exceed a total amount of Seven Million Seventy-Two Thousand and No/100 Dollars
28 (\$7,072,000.00) for the period of July 1, 2020 through June 30, 2021. In no event shall services

provided by all CONTRACTOR(S) pursuant to the MHP exceed a total amount of Seven Million Two Hundred Eighty-Eight Thousand Three Hundred Twenty and No/100 Dollars (\$7,288,320.00) for the period of July 1, 2021 through June 30, 2022. In no event shall services provided by all CONTRACTOR(S) pursuant to the MHP exceed a total amount of Seven Million Five Hundred Twenty-Five Thousand Four Hundred Forty and No/100 Dollars (\$7,525,440.00) for the period of July 1, 2022 through June 30, 2023. In no event shall services provided by all CONTRACTOR(S) pursuant to the MHP exceed a total amount of Seven Million Seven Hundred Sixty-Two Thousand Five Hundred Sixty and No/100 Dollars (\$7,762,560.00) for the period of July 1, 2023 through June 30, 2024. The maximum amount payable under this Agreement throughout the entire term of this Agreement is Thirty-Three Million One Hundred One Thousand One Hundred Twenty and No/100 Dollars (\$33,101,120.00).

B. Payments shall be made by COUNTY to CONTRACTOR(S) in arrears for services provided during the preceding month, within forty-five (45) days after the date of receipt and approval by COUNTY of the monthly invoicing as described in Section Six (6) herein.

C. 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.

D. Conditions for Payment

COUNTY will reimburse CONTRACTOR(S) for services rendered to individuals only when all the following conditions are met:

- 1) The service is a billable service under the MHP according to the terms and conditions set forth in the Provider Manual in effect at that time; and
- 2) The service is provided solely by a Professional Mental Health Services Provider.

E. Reimbursement Authorization Requirement

COUNTY shall not make payment for services rendered to individuals which are determined to be not medically necessary. CONTRACTOR(S) understands and agrees that services must be authorized in advance for reimbursement by COUNTY.

CONTRACTOR(S) may appeal a denied, terminated or reduced request for

COUNTY authorization for payment of services to COUNTY. The written appeal shall be submitted to COUNTY within ninety (90) calendar days of the postmark date of the notification of the denial ("non-approval") of payment. Refer to the MHP Provider Manual for policies and procedures concerning Providers Grievance Procedure.

F. Individuals Served Liability

CONTRACTOR(S) shall look only to COUNTY for compensation for services and shall at no time seek compensation from individuals served.

G. No Reimbursement from State

1) CONTRACTOR(S) agree to indemnify, defend, and save harmless the COUNTY and the State of California, and its respective officers, agents, employees and elective and appointive boards from any claims, demands or losses for payment for materials and/or services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies to CONTRACTOR(S).

2) In the event COUNTY cannot or will not pay for services rendered by CONTRACTOR(S) pursuant to the terms of this Agreement, CONTRACTOR(S) shall hold harmless the individuals served and the State of California, with the exception of amounts payable from the California Medi-Cal program for services duly rendered by CONTRACTOR(S) in compliance with the law.

H. Should CONTRACTOR(S) fail to comply with any provision of this Agreement, COUNTY shall be relieved of any obligation to compensate CONTRACTOR(S) for services provided. It is understood by all parties that all expenses incidental to CONTRACTOR(S)' performance of services under this Agreement shall be borne by CONTRACTOR(S).

6. INVOICING

A. CONTRACTOR(S) shall invoice COUNTY in arrears by the tenth (10th) day of each month for the prior month's actual services rendered to: dbhinvoicereview@fresnocountyca.gov; dbhinvoices@fresnocountyca.gov; and dbhcontractedservicesdivision@fresnocountyca.gov. After CONTRACTOR(S) renders service to referred individuals, CONTRACTOR(S) will invoice COUNTY for payment, certify the expenditure, and submit electronic claiming data into COUNTY's electronic health records system for all individuals, including those eligible for California Medi-Cal benefits as well as

1 those that are not eligible for California Medi-Cal benefits.

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

13 C. Service Data Entry by CONTRACTOR(S)

14 CONTRACTOR(S) shall enter units of service provided directly into COUNTY's
15 electronic health records system within ten (10) calendar days from the date of services rendered by
16 the CONTRACTOR(S). COUNTY shall monitor the volume of services and cost of services entered into
17 COUNTY's electronic health records system. CONTRACTOR(S) shall enter billable units of service into
18 COUNTY's electronic health records system utilizing the billing codes provided by the COUNTY. Each
19 billable unit of service entered by CONTRACTOR(S) shall be for one individual served only and shall
20 include the name of the individual, type of service, time and date of service, COUNTY billing code, and
21 duration of service. COUNTY shall have the right to deny payment for billing entries not submitted
22 within ten (10) calendar days after billable services were rendered by the CONTRACTOR(S). The
23 COUNTY shall run a treatment report bi-weekly to capture the number of billable units of service
24 entered by CONTRACTOR(S) with said bi-weekly treatment reports representing the
25 CONTRACTOR(S)' invoice for payment processes. Said reports shall be made available to the
26 CONTRACTOR(S).

27 COUNTY will pay CONTRACTOR(S) for weekly available scheduled time for
28 each provider regardless of no-shows or cancellations. In the event that a scheduled individual does

1 not show for his/her appointment or cancels his/her scheduled appointment, CONTRACTOR(S) shall
2 be required to indicate "No-Show" and the date within the progress note while entering the appropriate
3 code for No-Show or Cancellation. COUNTY agrees to pay CONTRACTOR(S) for sessions scheduled
4 at the request of COUNTY whether utilized by the scheduled individual or not as compensation to
5 CONTRACTOR(S) for the time, effort and resources CONTRACTOR(S) expends to ensure the
6 availability of appropriate professionals and technology to meet COUNTY's anticipated telemedicine
7 coverage needs. No-shows and late-cancellation individuals may be replaced with other individuals up
8 to and including the day of schedule. Exceptions to compensation are limited to no shows and
9 cancellations due to one or more of the following: nationally verified Internet outage (i.e., outside the
10 control of COUNTY staff); legitimate office-wide COUNTY emergency affecting all COUNTY staff at the
11 designated service facility; inoperability of CONTRACTOR(S)' telemedicine infrastructure.

12 It is understood that documentation entered into COUNTY's electronic health
13 records system is subject to audit for compliance with Federal and State regulations and the MHP
14 Provider Manual, and that COUNTY may be making payments in advance of said review. In the event
15 that compensation for a service is disapproved based on a sole act or inaction by CONTRACTOR(S),
16 COUNTY may, at its sole discretion, withhold compensation or set off from other payments due in the
17 amount of said disapproved billings. This remedy is not exclusive, and COUNTY may seek recoupment
18 from any other means, including but not limited to, a separate contract or agreement with
19 CONTRACTOR(S). CONTRACTOR(S) shall be responsible for audit exceptions to ineligible dates of
20 services or incorrect application of utilization review requirements.

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

24 E. CONTRACTOR(S) is responsible for collecting and managing of data in a manner
25 to be determined by State DHCS and COUNTY in accordance with applicable rules and regulations.

26 F. Any and all audit exceptions resulting from the sole act or inaction by
27 CONTRACTOR(S) in the provision and reporting of services by CONTRACTOR(S) shall be the sole
28 responsibility of CONTRACTOR(S). CONTRACTOR(S) will comply with all applicable policies,

procedures, directives and guidelines regarding the use of COUNTY's electronic health records system.

7. INDEPENDENT CONTRACTOR

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

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

8. 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, staffing, and responsibilities of CONTRACTOR(S), as needed, to accommodate changes in the laws relating to specialty mental health services may be made with the signed written approval of COUNTY's DBH Director or designee and CONTRACTOR(S) through an amendment approved by COUNTY's County Counsel and the COUNTY's

Auditor-Controller's Office.

In the event any part of this Agreement is found to be unlawful or legislation modifies the entitlement of individuals being served, this Agreement shall automatically and without prior notice be modified to reflect that which is lawful and all other provisions shall remain in full force and effect.

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

9. ADDITIONS/DELETIONS OF CONTRACTOR(S)

COUNTY's DBH Director, or designee, reserves the right at any time during the term of this Agreement to add CONTRACTOR(S) to Exhibit A, "List of Contractors". It is understood any such additions will not affect compensation paid to the other CONTRACTOR(S) under this Agreement and therefore such additions may be made by COUNTY without notice, or approval, of other CONTRACTOR(S) under this Agreement. These same provisions shall apply to the deletion of any CONTRACTOR(S) contained in Exhibit A, except that deletions shall be made by mutual written consent between COUNTY and the specific CONTRACTOR(S) to be deleted or shall be in accordance with Section Four (4) of this Agreement.

Additions to Exhibit A, "List of Contractors", may be made with written approval of COUNTY's DBH Director, or designee, upon COUNTY's DBH Director, or designee, having received and approved submitted proposals for additional CONTRACTOR(S).

As it relates to CONTRACTOR(S) who hire or subcontract the performance under this Agreement, CONTRACTOR(S) shall notify COUNTY within ten (10) days of any change in staff or subcontractors performing services for COUNTY individuals, on behalf of CONTRACTOR(S). CONTRACTOR(S)' new providers must be credentialed and approved by the COUNTY before being permitted to provide services to COUNTY individuals.

10. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive and shall not prohibit CONTRACTOR(S) or COUNTY from entering into agreements with other providers or purchasers of specialty mental health services.

11. NON-ASSIGNMENT

No party shall assign, transfer or subcontract this Agreement nor their rights or duties under

1 this Agreement without the prior written consent of COUNTY.

2 **12. HOLD-HARMLESS**

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

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

13 **13. INSURANCE**

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

17
18 A. Commercial General Liability

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

26 B. Automobile Liability

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

C. Real and Property Insurance

1 CONTRACTOR(S) shall maintain a policy of insurance for all risk personal
2 property coverage which shall be endorsed naming the County of Fresno as an
3 additional loss payee. The personal property coverage shall be in an amount that
4 will cover the total of COUNTY purchase and owned property, at a minimum, as
discussed in Section Twenty-Four (24) of this Agreement.

5 D. All Risk Property Insurance

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

9 E. Professional Liability

10 Professional Liability Insurance with limits of not less than One Million Dollars
11 (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual
12 aggregate. CONTRACTOR(S) agrees that it shall maintain, at its sole expense,
13 in full force and effect for a period of three (3) years following the termination of
this Agreement, one or more policies of professional liability insurance with limits
of coverage as specified herein.

14 F. Child Abuse/Molestation and Social Services Coverage

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

20 G. Worker's Compensation

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

23 H. Waiver of Subrogation

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

28 CONTRACTOR(S) shall obtain endorsements to the Commercial General Liability

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

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

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

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

26 CONTRACTOR(S) shall notify COUNTY immediately that a potential tort, casualty
27 insurance, or Worker's Compensation award may reimburse CONTRACTOR(S) for any services
28 rendered by CONTRACTOR(S) whenever CONTRACTOR(S) discovers such potential awards.

CONTRACTOR(S) shall further obtain any information requested by COUNTY from individuals regarding any such possible award, and CONTRACTOR(S) shall use his/her best efforts to obtain reimbursement from such sources. In the event that CONTRACTOR(S) is reimbursed from any tort, casualty insurance or Worker's Compensation award, CONTRACTOR(S) shall promptly reimburse COUNTY for any payment made by COUNTY for such charges reimbursed.

14. RECORDS

CONTRACTOR(S) shall maintain records in accordance with Federal and State regulations and the MHP Provider Manual. COUNTY shall be allowed to review all 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 mental health records shall be considered the property of the COUNTY and shall be retained by the COUNTY upon termination or expiration of this 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. COUNTY shall work with the CONTRACTOR(S) to utilize data from the COUNTY's electronic health records system when such data is sufficient to demonstrate CONTRACTOR(S)' performance and quality of care. COUNTY shall provide training on outcomes tracking and reporting to CONTRACTOR(S) as needed.

B. Additional Reports

CONTRACTOR(S) shall also furnish to COUNTY such statements, records, reports, data, and other information as COUNTY's DBH may reasonably 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 payments to CONTRACTOR(S) until there is compliance.

16. MONITORING

CONTRACTOR(S) agrees to extend to COUNTY, and the State DHCS or their designees, the right to review and monitor records, services, or procedures, at any time, in regard to individuals

served, as well as the overall operation of CONTRACTOR(S)' performance, in order to ensure compliance with the terms and conditions of this Agreement.

17. COMPLIANCE

CONTRACTOR(S) shall comply with any and all requests and directives associated with COUNTY maintaining State Medi-Cal site certification. CONTRACTOR(S) agrees to comply with COUNTY's Contractor Code of Conduct and Ethics and the COUNTY's Compliance Program in accordance with Exhibit C. CONTRACTOR(S) shall also provide services described in Section Two (2) in accordance with COUNTY's Mental Health Plan and Exhibit D "Guiding Principles of Care Delivery", attached hereto and by this reference incorporated herein and made part of this Agreement.

Within thirty (30) days of entering into this Agreement with COUNTY, CONTRACTOR(S) shall have all of CONTRACTOR(S)' 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. CONTRACTOR(S) 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. CONTRACTOR(S) understands that the promotion of and adherence to the Contractor Code of Conduct is an element in evaluating the performance of CONTRACTOR(S) and its 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. COUNTY shall reimburse CONTRACTOR(S) for time spent participating in COUNTY-required training at each provider's agreed upon hourly rate. 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. CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any penalty imposed upon

COUNTY by the Federal Government as a result of CONTRACTOR(S)' violation of the terms of this Agreement.

CONTRACTOR(S) shall cooperate and participate with COUNTY in Quality Assurance/Improvement and Utilization Review Programs and grievance procedures and comply with all final determinations rendered by the COUNTY Quality Assurance/Improvement and Utilization Review Programs, unless the decision is reversed on appeal as set forth in the MHP Provider Manual. COUNTY's adverse decisions regarding CONTRACTOR(S)' services to individuals may result in the disallowance of payment for services rendered; or may result in additional controls to the delivery of services; or may result in termination of this Agreement. COUNTY shall have sole discretion in the determination of Quality Assurance/Improvement and Utilization Review outcomes, decisions and actions.

18. COMPLIANCE WITH STATE REQUIREMENTS

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

19. LICENSES/CERTIFICATES

Throughout each term of this Agreement, CONTRACTOR(S) and CONTRACTOR(S)' staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the COUNTY, 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.

20. COMPLAINTS

CONTRACTOR(S) shall log complaints and the disposition of all complaints from an

1 individual or an individual's family. CONTRACTOR(S) shall provide a copy of the detailed complaint log
2 entries concerning COUNTY-sponsored clients to COUNTY at regular intervals as determined by the
3 COUNTY in a format that is mutually agreed upon. In addition, CONTRACTOR(S) shall provide details
4 and attach documentation of each complaint with the log. CONTRACTOR(S) shall notify COUNTY of all
5 incidents reportable to State licensing bodies that affect COUNTY clients within twenty-four (24) hours of
6 receipt of a complaint.

7 Within ten (10) days after each incident or complaint affecting COUNTY individuals served,
8 CONTRACTOR(S) shall provide COUNTY with information relevant to the complaint, investigative details
9 of the complaint, the complaint and CONTRACTOR(S)' disposition of, or corrective action taken to resolve
10 the complaint. CONTRACTOR(S) shall also file an incident report for all incidents involving COUNTY
11 individuals served, following the protocol and using the worksheet identified in Exhibit F, "Incident
12 Reporting", attached hereto and by this reference incorporated herein and made part of this Agreement or
13 a substitute protocol and worksheet presented by CONTRACTOR(S) that is accepted by COUNTY's DBH
14 Director or designee.

15 In addition, CONTRACTOR(S) shall inform every client of their rights to a grievance and
16 appeal process under the COUNTY's Mental Health Plan as described in Exhibit G, "Mental Health Plan",
17 attached hereto and by this reference incorporated herein and made part of this Agreement.

18 **21. CONFIDENTIALITY**

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

22 **22. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

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

28 COUNTY and CONTRACTOR(S) intend to protect the privacy and provide for the security

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

4 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
5 CONTRACTOR(S) to enter into a contract containing specific requirements prior to the disclosure of PHI,
6 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
7 Federal Regulations.

8 **23. DATA SECURITY**

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

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

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

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

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

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

1 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

24 **24. PROPERTY OF COUNTY**

25 A. CONTRACTOR(S) is responsible for returning to COUNTY all COUNTY-owned
26 assets, or the monetary value of said assets if unable to produce the assets at the expiration or termination
27 of this Agreement.

28 CONTRACTOR(S) further agrees to the following:

1 1) Maintain all items of equipment in good working order and condition, normal
2 wear and tear is expected;

3 2) Label all items of equipment and maintain an inventory list showing where
4 and how the equipment is being used, in accordance with procedures developed by COUNTY.

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

8 B. The purchase of any equipment by CONTRACTOR(S) with funds provided
9 hereunder must be directly related to CONTRACTOR(S)' services or activities under the terms of this
10 Agreement.

11 C. CONTRACTOR(S) must obtain prior written approval from COUNTY's DBH
12 whenever there is any modification or change in the use of any property acquired or improved, in whole or
13 in part, using funds under this Agreement. If any real or personal property acquired or improved with said
14 funds identified herein is sold and/or is utilized by CONTRACTOR(S) for a use which does not qualify
15 under this Agreement, CONTRACTOR(S) shall reimburse COUNTY in an amount equal to the current fair
16 market value of the property, less any portion thereof attributable to expenditures of funds not provided
17 under this Agreement. These requirements shall continue in effect for the life of the property. In the event
18 this Agreement expires, or terminates, the requirements for this Section shall remain in effect for activities
19 or property funded with said funds, unless action is taken by the State government to relieve COUNTY of
20 these obligations.

21 **25. NON-DISCRIMINATION**

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

26 Consistent with the requirements of applicable Federal or State law, the
27 CONTRACTOR(s) will not engage in any unlawful discriminatory practices in the admission of
28 members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any

1 other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual
2 preference or mental or physical handicap.

3 CONTRACTOR(S) will comply with the Disabilities Act of 1990, the Fair Employment
4 and Housing Act (Government Code, Section 12900 *et. seq.*), and the applicable regulations
5 promulgated thereunder (Title 2, CCR, Section 7285 *et. seq.*). CONTRACTOR(S) will ensure that the
6 evaluation and treatment of their employees and applicants for employment are free of such
7 discrimination. The applicable regulations of the Fair Employment and Housing Commission
8 implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2, CCR, are
9 incorporated into this Agreement by reference and made a part hereof, as if set forth in full.

10 CONTRACTOR(S) will give written notice of their obligations under this clause to labor organizations
11 with which they have a collective bargaining or other agreement.

12 CONTRACTOR(S) agrees to ensure that deliverables developed and produced, pursuant
13 to this Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act
14 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations
15 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,
16 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and
17 information technology (EIT) accessible to people with disabilities. California Government Code section
18 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

19 CONTRACTOR(S) shall render mental health services to individuals in the same
20 manner, in accordance with the same standards and within the same time availability as offered other
21 individuals, except as limited by existing MHP restrictions.

22 **26. ASSURANCES**

23 In entering into this Agreement, CONTRACTOR(S) certifies that neither they, nor any of
24 their officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate in the
25 Federal Health Care Programs; that neither they, nor any of their officers, have been convicted of a
26 criminal offense related to the provision of health care items or services; nor have they, nor any of their
27 officers, been reinstated to participate in the Federal Health Care Programs after a period of exclusion,
28 suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that

1 CONTRACTOR(S) is ineligible on these grounds, COUNTY will remove CONTRACTOR(S) from
2 responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care
3 Programs and shall remove such CONTRACTOR(S) from any position in which CONTRACTOR(S)'
4 compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR(S) may be
5 paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal
6 Funds at least until such time as CONTRACTOR(S) is reinstated into participation in the Federal Health
7 Care Programs.

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

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

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

27 2) Notwithstanding the above, COUNTY, at its discretion, may terminate this
28 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as

defined by COUNTY) that no excluded, suspended, or otherwise ineligible employee or subcontractor of CONTRACTOR(S) will perform work, either directly or indirectly, relating to services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY consumers.

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

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

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

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)' 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 Federal Government as a result of CONTRACTOR(S)' violation of CONTRACTOR(S)' obligations as described in this Section.

27. PUBLICITY PROHIBITION

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 provided under 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 for such items as written/printed materials, the use of media (*i.e.*, radio, television, newspapers), and any other related expense(s).

28. 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. 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.

29. NO THIRD PARTY BENEFICIARIES

This Agreement has been entered into solely for the benefit of the parties hereto. Nothing in this Agreement is intended to benefit or confer any rights or remedies on any other persons or parties.

30. DEFAULTS

The waiver by COUNTY of any one or more defaults, if any, on the part of CONTRACTOR(S) hereunder, shall not be construed to operate as a waiver by COUNTY of any other or future default in the same obligation or any other obligation in the Agreement.

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

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

5 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
6 the following information must be disclosed by CONTRACTOR by completing Exhibit H, "Disclosure of
7 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and
8 made part of this Agreement. CONTRACTOR(S) shall submit this form to the COUNTY's DBH within thirty
9 (30) days of the effective date of this Agreement. Additionally, CONTRACTOR(S) shall report any
10 changes to this information within thirty-five (35) days of occurrence by completing Exhibit H. Submissions
11 shall be scanned pdf copies and are to be sent via email to COUNTY's assigned Staff Analyst with the
12 DBH Contracts Division.

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

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

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

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

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

27 Disclosure of the above information will not automatically eliminate CONTRACTOR(S) from
28 further business consideration. The information will be considered as part of the determination of whether

1 to continue and/or renew this Agreement and any additional information or explanation that
2 CONTRACTOR(S) elects to submit with the disclosed information will be considered. If it is later
3 determined that CONTRACTOR(S) failed to disclose required information, any contract awarded to such
4 CONTRACTOR(S) may be immediately voided and terminated for material failure to comply with the terms
5 and conditions of the award.

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

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

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

20 Members of a CONTRACTOR(S)' Board of Directors shall disclose any self-dealing
21 transactions that they are a party to while CONTRACTOR(S) is providing goods or performing services
22 under this Agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR(S) is a
23 party and in which one or more of its directors has a material financial interest. Members of the Board of
24 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing
25 Exhibit J, "Self-Dealing Transaction Disclosure Form", attached hereto and by this reference incorporated
26 herein and made part of this Agreement, and submitting it to COUNTY prior to commencing with the self-
27 dealing transaction or immediately thereafter.

28 **34. AUDITS AND INSPECTIONS**

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

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

35. NOTICES

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

COUNTY

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

CONTRACTOR(S)

See Exhibit "A"

All notices between 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

1 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
2 Code, beginning with section 810).

3 **36. GOVERNING LAW**

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

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

8 **37. ENTIRE AGREEMENT**

9 This Agreement, including all Exhibits, Revised RFP No. 20-013 and CONTRACTOR(S)'
10 Response thereto, constitutes the entire agreement between CONTRACTOR(S) and COUNTY with
11 respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
12 commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless
13 expressly included in this Agreement.

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3
4 **CONTRACTOR(S)**

COUNTY OF FRESNO

5 SEE ATTACHED EXHIBIT A

6
7 By: Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman
8 of the Board of Supervisors
of the County of Fresno
9

10 Date: 1-7-2020

11
12 BERNICE E. SEIDEL, Clerk of the
Board of Supervisors of the County of Fresno,
13 State of California

14
15 By: Susan Bishop

16 Date: 1-7-2020

17
18
19 **PLEASE SEE ADDITIONAL**
20 **SIGNATURE PAGE ATTACHED**

21
22
23
24
25
26 Fund/Subclass: 0001/10000
27 Organization: 5630
Account/Program: 7295/0
28

1 **CONTRACTOR:**

2 Dr. John L. Schaeffer, Inc., A Professional Medical
3 Corporation DBA American Telepsychiatrists

4
5 By: 

6 Print Name: John Schaeffer

7 Title: President/CEO/CMO

8 Chairman of the Board, or
9 President, or any Vice President

10 Date: 12/3/19

11 By: 

12 Print Name: Sheryl Ikeda

13 Title: CFO

14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
17 any Assistant Treasurer

18 Mailing Address:

19 101 California Street, Suite 2710
20 San Francisco, CA 94111
21 Attention: John L. Schaeffer, D.O.
22 Phone No.: (916) 320-4422
23 Phone No.: (800) 377-8163 ext. 30
24 jschaeffer@atpsnetwork.com
25
26
27
28

1 **CONTRACTOR:**

2 Iris Telehealth Medical Group, PA

3
4 By:  _____

5 Print Name: Tarik Shaheen

6 Title: CEO

7 Chairman of the Board, or
8 President, or any Vice President

9 Date: 12/4/19

10 By:  _____

11 Print Name: Ed DeLeon

12 Title: CFO

13 Secretary (of Corporation), or
14 any Assistant Secretary, or
15 Chief Financial Officer, or
any Assistant Treasurer

16
17
18 Mailing Address:

19 114 W. 7th Street, Suite 900
Austin, TX 78701
20 Attention: Carisa Raucci, PhD
21 Phone No.: (512) 956-5064
22
23
24
25
26
27
28

**FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
TELEMEDICINE SERVICES
LIST OF CONTRACTORS**

1. Dr. John L. Schaeffer, Inc., A Professional Medical
Corporation DBA American Telepsychiatrists
101 California Street, Suite 2710
San Francisco, CA 94111
Attention: John L. Schaeffer, D.O.
Phone No.: (916) 320-4422

2. Iris Telehealth Medical Group, PA
114 W. 7th Street, Suite 900
Austin, TX 78701
Attention: Carisa Raucci, PhD
Phone No.: (512) 956-5064

Fresno County Department of Behavioral Health
Mental Health Telemedicine Services
Rates of Reimbursement

Iris Telehealth Medical Group	Rates			
Rate Description	Psychiatrists	Psychiatric Nurse Practitioners	Other (Describe)	Other (Describe)
<u>Daily All-Inclusive Rate</u> (This Rate is for a schedule of services provided between 8:00 a.m. through 5:00 p.m. Monday through Sunday, with a maximum schedule of 40 hours of service per week)	FY 2020-\$205/hr FY 2021-\$205/hr FY 2022-\$209/hr FY 2023-\$213/hr FY 2024-\$217/hr	FY 2020-\$135/hr FY 2021-\$135/hr FY 2022-\$139/hr FY 2023-\$143/hr FY 2024-\$147/hr	N/A	N/A
<u>Weekend Call Rate</u> (This rate is for the provider being scheduled for services from Saturday at 5:00 p.m. through Monday at 8:00 a.m., when the provider is scheduled for less than eight hours of services on Saturday or Sunday)	\$375/night	\$275/night	N/A	N/A
<u>In-House Call Rate</u> (This rate is for the provider being scheduled for services from Saturday at 5:00 p.m. through Monday at 8:00 a.m., when the provider is scheduled for eight hours of services on Saturday or Sunday between 8:00 a.m. and 5:00 p.m.)	\$375/night	\$275/night	N/A	N/A
<u>Weeknight Call Rate</u> (This rate is for the provider being scheduled for services from 5:00 p.m. Monday through 8:00 a.m. Saturday, no matter whether the provider is scheduled for services Monday through Friday)	\$325/night	\$225/night	N/A	N/A
<u>Overtime Rate</u> (This rate is for hours of services scheduled above 40 hours per week between 8:00 a.m. through 5:00 p.m. Monday through Sunday)	\$235/hour	\$155/hour	N/A	N/A

Fresno County Department of Behavioral Health
Mental Health Telemedicine Services
Rates of Reimbursement

American Telepsychiatrists	Rates		
Rate Description	Psychiatrists	Psychiatric Nurse Practitioners	Sub-Specialty Psychiatrists (Also boarded in child/adolescent or geriatric or addiction or forensic)
<u>Daily All-Inclusive Rate</u> (This Rate is for a schedule of services provided between 8:00 a.m. through 5:00 p.m. Monday through Sunday, with a maximum schedule of 40 hours of service per week)	FY 2020-\$209/hr FY 2021-\$217/hr FY 2022-\$225/hr FY 2023-\$234/hr FY 2024-\$243/hr	FY 2020-\$189/hr FY 2021-\$197/hr FY 2022-\$205/hr FY 2023-\$214/hr FY 2024-\$223/hr	FY 2020-\$219/hr FY 2021-\$227/hr FY 2022-\$235/hr FY 2023-\$244/hr FY 2024-\$253/hr
<u>Daily All-Inclusive Rate</u> (This Rate is for a schedule of services provided between 8:00 a.m. through 5:00 p.m. Saturday and/or Sunday--Add 10 percent premium for holiday related weekend)	FY 2020-\$219/hr FY 2021-\$227/hr FY 2022-\$235/hr FY 2023-\$244/hr FY 2024-\$253/hr	FY 2020-\$199/hr FY 2021-\$207/hr FY 2022-\$215/hr FY 2023-\$224/hr FY 2024-\$233/hr	FY 2020-\$229/hr FY 2021-\$237/hr FY 2022-\$245/hr FY 2023-\$254/hr FY 2024-\$263/hr
<u>Weekend Call Rate</u> (This rate is for the provider being scheduled for services from Saturday at 5:00 p.m. through Sunday at 8:00 a.m. and/or Sunday 5:00 p.m. through Monday at 8:00 a.m. whether a provider is scheduled for eight hours of services on Saturday or Sunday between 8:00 a.m. and 5:00 p.m. or less than eight hours of services on Saturday or Sunday--Add 10 percent premium for holidays)	\$800/night to hold the pager, plus \$50 per call that takes less than 10 minutes, plus the hourly rate below if actually seeing a patient on teleconference: FY 2020-\$229/hr FY 2021-\$237/hr FY 2022-\$245/hr FY 2023-\$254/hr FY 2024-\$263/hr	\$600/night to hold the pager, plus \$30 per call that takes less than 10 minutes, plus the hourly rate below if actually seeing a patient on teleconference: FY 2020-\$219/hr FY 2021-\$217/hr FY 2022-\$215/hr FY 2023-\$224/hr FY 2024-\$233/hr	\$1,000/night to hold the pager, plus \$50 per call that takes less than 10 minutes, plus the hourly rate below if actually seeing a patient on teleconference: FY 2020-\$239/hr FY 2021-\$247/hr FY 2022-\$255/hr FY 2023-\$264/hr FY 2024-\$273/hr
<u>Weeknight Call Rate</u> (This rate is for the provider being scheduled for services from 5:00 p.m. Monday through 8:00 a.m. Saturday, no matter whether the provider is scheduled for services Monday through Friday--Add 10 percent for holidays)	\$600/night to hold the pager, plus \$50 per call that takes less than 10 minutes, plus the hourly rate below if actually seeing a patient on teleconference: FY 2020-\$209/hr FY 2021-\$217/hr FY 2022-\$225/hr FY 2023-\$234/hr FY 2024-\$243/hr	\$400/night to hold the pager, plus \$30 per call that takes less than 10 minutes, plus the hourly rate below if actually seeing a patient on teleconference: FY 2020-\$189/hr FY 2021-\$197/hr FY 2022-\$205/hr FY 2023-\$214/hr FY 2024-\$223/hr	\$800/night to hold the pager, plus \$50 per call that takes less than 10 minutes, plus the hourly rate below if actually seeing a patient on teleconference: FY 2020-\$219/hr FY 2021-\$227/hr FY 2022-\$235/hr FY 2023-\$244/hr FY 2024-\$253/hr

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:** ____/____/____

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

C. Suspension of Compensation

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

D. Nepotism

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

5. **PATIENTS' RIGHTS**

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



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

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

Information Notice

Date: May 29, 2018

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

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

Effective June 1st, 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
- 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 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 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 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 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

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.

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

NAME	ADDRESS	PROVIDER NUMBER

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

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

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

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

Signature:

Date:

(Printed Name & Title)

(Name of Agency or Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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