

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (Amendment No. 1) is dated _____ and is between California Forensic Medical Group, Incorporated, a California stock corporation (Contractor), and the County of Fresno, a political subdivision of the State of California (County).

Recitals

A. On June 18, 2024, the County and the Contractor entered into County Agreement No. A-24-312 (Agreement) for qualified medical and behavioral health care for youth detained at the County Probation Department’s (Probation) Juvenile Justice Campus (JJC).

B. Probation is required under the State of California’s Advancing and Innovating Medi-Cal Justice-Involved (CalAIM JI) Reentry Initiative to establish Medi-Cal enrollment and continuity of care processes, including targeted pre-release services for detained youth at the JJC, in collaboration with County’s Department of Social Services (DSS), County’s Department of Behavioral Health (DBH), Fresno County Managed Care Plans (MCPs), Contractor, and County’s contracted JJC pre-release care coordination service provider, currently provided through County Agreement No. A-26-095 with WestCare California, Inc. (WestCare).

C. The County and the Contractor desire to amend the Agreement to reflect changes in the scope of services for compliance with the CalAIM JI Initiative, incorporate billing and documentation requirements, and increase the maximum compensation for a one-time IT upgrade charge and anticipated CalAIM JI Medi-Cal revenue. Additionally, the staffing matrix shall be revised to convert a Mental Health Professional position to a Substance Use Disorder (SUD) Counselor position to better align with operational needs for SUD services.

The parties therefore agree as follows:

1. Contractor’s name is corrected in the Agreement to reflect Contractor’s correct legal name, California Forensic Medical Group, Incorporated.
2. All references to Exhibit A shall be replaced with references to Revised Exhibit A. Revised Exhibit A is attached and incorporated by this reference.

1 3. All references to Exhibit B shall be replaced with references to Revised Exhibit B.
2 Revised Exhibit B is attached and incorporated by this reference.

3 4. All references to Exhibit E shall be replaced with references to Revised Exhibit E.
4 Revised Exhibit E is attached and incorporated by this reference.

5 5. All references to "HER" shall be replaced with references to "EHR" in Section 1.8,
6 Subsections (F) and (G) of the Agreement, located beginning page 8, line 12, through page 9,
7 line 4.

8 6. Section 1.8, Subsection (L), of the Agreement located at page 10, lines 9 through 12, is
9 deleted in entirety and replaced with the following:

10 "(L) Linkage to Care. Upon discharge of a Detained Youth from the JJC with behavioral
11 health diagnosis, either mental health or SUD, Contractor shall link the Detained Youth to
12 County's DBH as described in Revised Exhibit A."

13 7. Section 1.21 of the Agreement located at page 16, line 27, through page 17, line 11, is
14 deleted in entirety and replaced with the following:

15 "1.21 **California Advancing and Innovating Medi-Cal Justice-Involved (CaAIM JI)**
16 **Initiative.** Contractor acknowledges that County is undergoing implementation of the
17 CaAIM JI Initiative, where pre-release Medi-Cal enrollment strategies have been developed
18 to ensure eligible detained youth receive a targeted set of services in the 90 days before
19 their release as well as have continuity of coverage upon their release and access to key
20 services to help them successfully return to their communities. Contractor shall provide
21 CaAIM JI services as described in Revised Exhibit A."

22 8. A portion of Section 2.2, Subsection (A), of the Agreement located at page 22, lines 21
23 through 22, is deleted in its entirety and replaced with the following:

24 "Contractor shall allow designated County staff, and County's contractor of CaAIM pre-
25 release care coordination services, read-only access or full write access to health records
26 and to Contractor's EHR system as needed according to processes agreed upon in writing
27 by the County and Contractor. Access includes ability to view reports."
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1 9. All references to Exhibit K shall be replaced with references to Revised Exhibit K.
2 Revised Exhibit K is attached and incorporated by this reference.

3 10. Section 4.6 of the Agreement is amended to read as follows:

4 **“4.6 CalAIM JI Medi-Cal Billing Services.** For the period of September 1, 2026, through
5 June 30, 2027, the maximum compensation for billing services performed shall not exceed
6 \$34,114. If this Agreement is extended for a fourth year, then for the period of July 1, 2027,
7 through June 30, 2028, the maximum compensation for billing services performed shall not
8 exceed \$40,937. If this Agreement extends for a fifth year, then for the period of July 1, 2028
9 through June 30, 2029 the maximum compensation shall not exceed \$40,937. In no event
10 shall the total maximum compensation for billing services exceed \$115,988 for the term of
11 this Agreement. Contractor shall promptly notify the County in writing if the compensation
12 due to Contractor for billing services meets or exceeds any of the amounts referenced in this
13 section. In the event of such notification, County and Contractor agree to meet and
14 negotiate in good faith the amendment of this Agreement, to increase the not to exceed
15 amounts in this section.

16 **4.6.1 CalAIM JI IT Start-up and Integration Fee.** For the period ending June 30, 2026, the
17 maximum compensation payable for one-time IT start-up and integration fee is \$5,400.”

18 11. Section 4.4 of the Agreement is deleted in its entirety and replaced with the following:

19 “In no event shall total maximum compensation and any other payment for services
20 performed under this Agreement exceed \$22,280,136 for the entire five (5) year term of the
21 Agreement. The Contractor acknowledges that the County is a local government entity, and
22 does so with notice that the County’s powers are limited by the California Constitution and
23 by State law, and with notice that the Contractor may receive compensation under this
24 Agreement only for services performed according to the terms of this Agreement and while
25 this Agreement is in effect, and subject to the maximum amount payable under this section.
26 The Contractor further acknowledges that County employees have no authority to pay the
27 Contractor except as expressly provided in this Agreement.”

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1 12. The first two paragraphs of Section 4.8 of the Agreement located at page 32, lines 10
2 through 21, are deleted in their entirety and replaced with the following:

3 “The Contractor shall submit monthly invoices in arrears by the 15th day of each month, for
4 the prior month for which services have been rendered with Payment Schedule as identified
5 in Revised Exhibit K, including a monthly staffing report and cost report indicating the
6 percentage of comprehensive medical and behavioral health expenses as applicable. The
7 cost report shall also include any third-party cost recoveries from Medi-Cal eligible durable
8 medical equipment and pharmacy services. The Contractor shall submit the invoice for the
9 IT Start-Up and Integration Fees upon execution of Amendment No.1. The Contractor shall
10 submit monthly invoices by the 15th day of each month for Medi-Cal Billing Service Fee as
11 identified in Revised Exhibit K, with the following reports included: claims volume with
12 breakdown by procedure code/modifier; clean claims rate, claims rejection and denial rates,
13 denials report, reimbursement lag time, claims by service categories, 30 day/60day/90day
14 aging report and collection rate.

15 The Contractor shall submit invoices electronically to : 1)
16 ProbationInvoices@fresnocountyca.gov and 2) ProbationContracts@fresnocountyca.gov.

17 Payment Schedule invoices shall include the amount due for compensation as identified in
18 Exhibit K, ADP count as applicable, Staffing Report, and Cost Report. Medi-Cal Billing
19 Service Fee invoices shall include the amount due for compensation and identify the
20 corresponding period of claim submission and revenue receipt. “

21 13. A portion of Section 6.1 of the Agreement located at page 37, lines 7 through 13,
22 beginning with the word “For” and ending with the number “37211” is amended and replaced
23 with the following:

24 **“For the County:**
25 Chief Probation Officer
26 County of Fresno
27 Probation Department
28 3333 E. American Ave., Suite B
Fresno, CA 93725
ProbationContracts@fresnocountyca.gov

1 **For the Contractor:**

2 California Forensic Medical Group, Incorporated
3 Attn: Chief Legal Officer
4 6550 Carothers Parkway, Sute 500
5 Franklin, TN 37067”

6 14. All references to Exhibit L shall be replaced with references to Revised Exhibit L.

7 Revised Exhibit L is attached and incorporated by this reference.

8 15. When both parties have signed this Amendment No. 1, the Agreement, and this
9 Amendment No. 1 together constitute the Agreement.

10 16. The Contractor represents and warrants to the County that:

- 11 a. The Contractor is duly authorized and empowered to sign and perform its obligations
12 under this Amendment No. 1.
13 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
14 authorized to do so and his or her signature on this Amendment No. 1 legally binds
15 the Contractor to the terms of this Amendment No. 1.

16 17. The parties agree that this Amendment No. 1 may be executed by electronic signature
17 as provided in this section.

- 18 a. An “electronic signature” means any symbol or process intended by an individual
19 signing this Amendment No. 1 to represent their signature, including but not limited
20 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
21 (3) an electronically scanned and transmitted (for example by PDF document)
22 version of an original handwritten signature.
23 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
24 equivalent to a valid original handwritten signature of the person signing this
25 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
26 any administrative or judicial proceeding, and (2) has the same force and effect as
27 the valid original handwritten signature of that person.
28 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
2, Title 2.5, beginning with section 1633.1).

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d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

18. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 1.

19. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 California Forensic Medical Group,
4 Incorporated

COUNTY OF FRESNO

5 Signed by:
6 Dr. Judd Bazzel
7 Judd Bazzel, MD, President

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

7 Signed by:
8 Richard Medrano, MD
9 Richard Medrano, MD, Vice President
And Secretary

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

10
11 6550 Carothers Parkway, Suite 500
12 Franklin, TN 37067

By: _____
Deputy

13 For accounting use only:

14 Org No.: 34409999
15 Account No.: 7295
16 Fund No.: 0001
17 Subclass No.: 10000
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Revised Exhibit A

Comprehensive Medical and Behavioral Health Care Services - JJC

SCOPE OF SERVICES

1. Contractor shall provide to County's Detained Youth, aged 12 to 25, comprehensive medical and behavioral health care services, including dental, optometric and optician, pharmaceutical, diagnostic, chronic care, vaccine maintenance services, and other services, and include the capacity of telehealth that would typically be provided for in-home patients or in a primary care community-based setting. Telehealth shall also be provided for commonly utilized specialties, particularly if there are delays in receiving timely care.
2. Contractor shall be ready to implement and assume all responsibilities for comprehensive medical and behavioral health care services for Detained Youth at the JJC as of 12:01 AM on July 1, 2024.
3. Contractor shall pay all costs for skilled nursing services provided to Detained Youth.
4. Participation in the Medi-Cal County Inmate Program (MCIP) through the California Department of Health Care Services (DHCS) for Medi-Cal Covered Inpatient Hospitalization Services is approved by the County on a triennial basis. Medi-Cal covered inpatient hospitalization services are defined as allowable inpatient hospital care of youth in county correctional facilities, for an expected period of 24 hours or longer, provided to a patient who may be deemed Medi-Cal eligible as determined by the County Department of Social Services (DSS). County has chosen to participate in MCIP through June 2026 (current MCIP Participation Agreement No. A-23-169). County intends to continue participation in the next agreement cycle.

Contractor will assist and coordinate with designated County staff to identify Detained Youth requiring Medi-Cal eligibility determination. If a Detained Youth's MCIP eligibility is denied, the Contractor will pay for inpatient hospital services and will bill County for reimbursement of costs. County will only reimburse costs for services after DSS has made a final determination that the Detained Youth is ineligible for MCIP. If Contractor pays for services before MCIP eligibility is fully determined, the County will not reimburse Contractor for services paid to provider until the Detained Youth's eligibility is fully determined.

There is no guarantee that this program will be available or will continue to be available during the term of this Agreement. In the event the County does not participate in MCIP in future years, the County and Contractor agree to renegotiate inpatient hospital costs.

County and Contractor acknowledge and agree that the cost of Medi-Cal Covered Inpatient Hospitalization Services is not the financial responsibility of the Contractor and will be specifically excluded from the scope of work within this Agreement, provided the Contractor complies in full with the provisions of the Agreement.

Contractor shall manage the clinical process and adjudicate claims on behalf of the County. County retains sole responsibility for the enrollment of Detained Youth into MCIP and will

Revised Exhibit A

agree to timely application for and eligibility determination of all Detained Youth who receive who receive Medi-Cal Covered Inpatient Hospitalization Services. It is Contractor's responsibility to promptly notify County of Detained Youth's admission to as an inpatient. If the County is not notified timely within 5 days of first inpatient service, the Contractor may be responsible for the costs of inpatient services.

5. Contractor shall identify and provide treatment and therapy to all Detained Youth with behavioral health needs (mental health and/or substance use disorder (SUD)) as well as provide crisis intervention, crisis stabilization, and crisis de-escalation services.
6. Psychiatric inpatient hospitalization will remain the responsibility of the County; however, Contractor shall coordinate and cooperate with County's DBH-contracted provider of psychiatric inpatient services for admission of a Detained Youth. Contractor shall at a minimum facilitate quarterly meetings with County's DBH-contracted provider of Detained Youth psychiatric inpatient services.
7. All services provided by Contractor shall be carried out in conformity with all applicable provisions of Title 15 of the California Code of Regulations and the National Commission on Correctional Health Care (NCCHC) accreditation guidelines and standards, as described in this Agreement.
8. Contractor will have access to existing medical equipment and will be required to comply with County inventory requirements, as described in the Agreement.
9. Specific services provided on-site by Contractor shall include, but are not limited to:

Behavioral Health

- Anger management/treatment
- Case management, care coordination, discharge planning, appropriate linkages and referrals, based on the individual's level of need. Detained Youth with scheduled release dates are expected to be linked to County's DBH. Linkage assumes an appointment is made. In circumstances where the youth have a preferred provider, the Contractor may link them to their preferred provider, if clinically appropriate.
- Collaboration and assistance with assessments, treatment, reports, consultation, and hearing reviews in accordance with Fresno County Superior Court Competency Protocol 709, when applicable.
- Crisis intervention, crisis stabilization, and crisis de-escalation
- Family/care-taker outreach, engagement and family therapy
- Individual and group therapy
- Life skills groups
- Mental health assessment and evaluation
- Mental health treatment plan development
- Participation in Family Behavioral Health Court, Juvenile Drug Court, and/or specialty/collaborative court hearings as may be required/ordered to facilitate alternatives to incarceration and assist in continuity of care

Revised Exhibit A

- Peer support services
- Psychiatric medication evaluation, education, administration, and monitoring
- Psycho-education groups
- Psychosocial assessments
- SUD services to include screening, assessment, treatment plan, counseling (individual and group therapy), family therapy, and discharge planning and linkage to County's DBH. In circumstances where the youth have a preferred provider, the Contractor may link them to their preferred provider, if clinically appropriate. The intake screen will include identifying individuals at risk for withdrawal from opioids and a determination within twelve (12) hours of booking for eligibility for medication assisted treatment (MAT).
- Suicide prevention activities (Columbia Risk Rating Scale risk assessment for suicidal ideation, Collaborative Safety plan, training, intervention, and monitoring of Detained Youth on suicide watch). Actively pursue crisis intervention and de-escalation prior to safety cell placement with a duration of services to meet the level of need.
- Complete in-house assessments and documentation as necessary for the County of Fresno Public Guardian to be appointed as probate conservator of the Detained Youth age 18 and over who are unable to provide for their needs due to cognitive disabilities. This includes completion of Superior Court Judicial form GC-335 Capacity Declaration – Conservatorship, and any necessary attachments.
- Final programming selection will be at the discretion of the County.

Medical Health

- Chronic care services
- Communicable disease control
- Dental services
- Detoxification and alcohol and other drug (AOD) withdrawal management, including MAT
- First aid and emergency response/minor trauma capabilities (e.g. sutures)
- Fit for confinement and intake health screening
- Health appraisals
- Health education (including diabetic treatment education and other chronic disease related information)
- Laboratory
- Medical and dental prosthetic devices, hearing aids, and durable medical equipment
- Optometric and optician (including glasses)
- Physical therapy
- Prenatal, pregnancy, abortion, obstetrical care, and family planning
- Referrals for specialty services
- Sick call
- Telehealth services for specialty referrals not available onsite
- Vaccinations
- X-ray (radiological) and EKG (electrocardiogram services)

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Other Services

- Collaborate with all care providers in the facility to determine the appropriateness of services and establish efficiencies, where possible
 - Electronic health record (EHR) maintenance/data security/retention
 - Emergency on-call medical/psychiatric coverage
 - Environmental safety
 - Janitorial service for work areas staffed by Contractor
 - Medical waste disposal
 - Participate in Family Behavioral Health Court and other specialty/collaborative courts including staffing(s), etc., as requested by the Probation and Department of Behavioral Health
 - Pharmaceutical distribution/monitoring
 - Pharmaceuticals (and pharmacist consulting services)
 - Quality assurance/performance improvement
 - Re-entry discharge planning and coordination
 - Response to health records requests and release of information
 - Staff training, including but not limited to periodic in-service trainings
 - Statistics and record-keeping
 - Telehealth for specialty referrals
10. Contractor shall operate a medical and behavioral health care program that meets the local community standards of care.
11. Contractor shall maintain National Commission on Correctional Health Care (NCCHC) accreditation in "Facility Health Services: Jails, Prisons and Juvenile Confinement Facilities" following the Standard for Health Services in Juvenile Detention and Confinement Facilities for the duration of the Agreement.
12. Contractor shall operate health care programs at staffing levels outlined in Revised Exhibit E for 17.5-hour coverage (clinic hours) using only licensed, certified, and professionally trained personnel and shall ensure that services are provided competently. Should the need arise, Contractor shall be amenable to increasing hours of coverage up to 24 hours at County's request. Any modifications to staffing shall be approved by Probation, as the County's Agreement Administrator, in consultation with DPH and DBH.
13. Contractor shall provide appropriate level of staff coverage and/or responsiveness at all times for providing contracted services and 24/7 on-call support for medical/psychiatric matters by the responsible physician and/or psychiatrist assigned to the facility.
14. Contractor shall be responsible for the provision of emergency medical care to Detained Youth 7-days a week during clinic hours. Emergency medical care is defined as those medical services required for the alleviation of severe pain, or immediate diagnosis and treatment of unforeseen medical conditions, which, if not immediately diagnosed and treated, would lead to disability or death. An examination by an appropriate health professional is necessary to determine whether such an emergency exists. If a Detained Youth is transported to an

Revised Exhibit A

Emergency Department for treatment, but not admitted as an inpatient, Contractor shall be responsible for the cost of the Emergency Department care.

15. Contractor shall be responsible for the provision of all non-emergency medical care, which, in the judgment of the applicable treating physician, requires hospitalization, as part of the course of treatment.
16. Contractor shall be responsible for the provision of specialized health care, which shall be provided by physicians, whose training focuses primarily in a specific field, including, but not limited to: neurology, cardiology, rheumatology, dermatology, oncology, orthopedics, ophthalmology, or OB/GYN services. Contractor shall arrange for these services to be provided through telehealth to the extent possible.
17. Contractor shall be responsible for dialysis treatments to Detained Youth, as necessary, and shall attempt to provide dialysis services on-site in order to minimize transportation and custody costs. If off-site treatment is required, Contractor shall provide coordination for Detained Youth requiring dialysis treatment. Contractor shall coordinate with County custody staff to transport Detained Youth to appropriate locations for dialysis treatment.
18. Contractor shall be responsible for all outpatient specialty care deemed necessary by the applicable treating physician, whether provided on an outpatient or inpatient basis, including, but not limited to, oral and maxillofacial surgery, cardiology, surgery, OB-GYN, orthopedics, ear, nose and throat services, ophthalmology, neurology and neurosurgery, urology, endocrinology, podiatry, plastic and reconstructive surgery, when deemed medically necessary, internal medicine, physical and occupational therapy, rheumatology and oncology. Contractor shall arrange for these services to be provided through telehealth to the extent possible.
19. Contractor shall be responsible for the provision of specialty prenatal or obstetrical care deemed medically necessary by the applicable treating physician, especially for those women that encounter problems during pregnancy and/or are deemed "high-risk" by medical personnel. Prenatal care shall include evaluation by a board-certified OB or a clinician working with a board-certified OB within two (2) weeks of diagnosis of an uncomplicated pregnancy or within one (1) week of diagnosis if there is an urgent obstetric-gynecological care issue, with follow-up visit frequency as determined by the OB.
20. Contractor shall be financially responsible for medically-necessary and elective abortions. Contractor shall provide coordination for the abortion procedure.
21. If Contractor does not have the appropriate medical equipment for accurate diagnosis (e.g., MRI or CT scan) or is not capable of providing such service within the County's JJC, Contractor must coordinate with area hospitals or clinics to make such services available to Detained Youth.
22. Contractor shall provide Collaborative Correctional Care services, including:

Revised Exhibit A

- a. Detained Youth-Patient centered team care
- b. Population-based care
- c. Measurement-based treatment to target
- d. Evidence-based care
- e. Accountable care

SERVICES PROVIDED

1. Contractor's responsibility for medical and behavioral health care services shall begin at intake screening and shall end at the completion of the discharge process of the Detained Youth from County custody, including care coordination and linkage to care, as appropriate. Care coordination shall also include care provided while in-custody and must include discharge planning to provide appropriate linkage to County-contracted or other community programs, and collaboration with County's contractor of CalAIM JI Pre-Release Care Coordination (PRCC) who link to enhanced care management and community support services through CalAIM for eligible individuals upon release. Care coordination and collaboration must include the sharing of treatment-required information between providers essential to the provision of appropriate services and care, ensuring that patients receiving medications for chronic conditions have an appointment with a primary care provider in the community within two weeks of release. Due to the uncertain timing of releases from JJC, discharge planning documents including current diagnoses, medications, and copies of any completed outside referrals and diagnostic studies ordered by Contractor will be provided to Detained Youth at the time of release and to County-contracted staff or other community support services coordinating case management activities within 90 days of a scheduled release, or as outlined in CalAIM JI Implementation in Attachment B.
2. Contractor shall identify, provide, and track chronic care services to Detained Youth including, but not limited to, chronic conditions identified in NCCHC standards.
3. Contractor shall make accommodations within the JJC in order to prevent unnecessary use of hospitalization and off-site specialty care service providers and security resources. When off-site specialty care is required, Contractor will make every effort to arrange for the service to be provided via tele-health as available.
4. Contractor shall staff a medical professional (i.e., Registered Nurse) to provide the medical and behavioral health care intake screening conducted at the time of booking. Contractor shall provide staffing for intake screening at all booking locations. Intake screening shall include a direct visual observation, a clinical screening interview, identification of all current and immediate healthcare needs, including a review of any behavioral health information available in DBH's EHR system, and an examination of any medications brought into the facility. Contractor must "bridge" all verified, valid prescriptions for Detained Youth entering the facility on prescribed medication that are not available for administration to Detained Youth within 24 hours. Contractor shall also document their determination of whether and how to bridge chronic care medications the Detained Youth report they have been undertaking within 24 hours, even if the medication has not been verified.

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5. Contractor shall provide training to Probation staff to conduct a non-health care provider intake screening during non-clinic hours. Intake screening performed by Probation staff shall be reviewed and a new intake screening shall be conducted by Contractor licensed health care staff commencing on the next Contractor shift.
6. Contractor shall provide an initial health assessment that includes medical history, and a physical and mental health assessment, to include SUD and/or MAT. Health assessments must be completed within ninety-six (96) hours for all Detained Youth. The health assessment must be conducted by a mid-level practitioner, physician, or registered nurse, using appropriate Standardized Nursing Protocol. The Standardized Nursing Protocols and Mid-Level Practitioner Protocols shall be made available for County's DPH and/or DBH Director, or designee, and/or County's Health Officer for review. Additional health assessments of the Detained Youth shall be conducted annually after the initial health assessment is completed.
7. Contractor shall use the Fresno County SUD American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC) II, as completed by a certified/registered counselor and a Licensed Practitioner of the Healing Arts (LPHA) to determine appropriate SUD treatment level of care. The LPHA will complete the Medical Necessity and Initial Determination of Diagnosis (IDD) within 72 hours. The completed ASAM PPC II assessment shall determine the appropriate frequency of SUD services. Frequency of services will match the level of need identified in the assessment and evaluation. SUD outpatient services shall consist of up to six (6) hours per week of medically necessary services for Detained Youth and up to nine (9) hours per week for Detained Youths age 18 and over. Services may exceed the maximum hours based on individual medical necessity. Services can be provided by an LPHA or registered/certified counselor in-person, by telephone, or telehealth in accordance with HIPAA and 42 Code of Federal Regulations (CFR) Part 2. Group size is limited to no less than two (2) and no more than twelve (12) persons served.
8. Contractor shall understand that County is seeking to redesign SUD treatment programming for Detained Youth at the JJC, and shall work with County to meet programming needs as indicated by court orders and client population demographics. The Contractor shall have the ability to provide the current programming as defined in "Attachment A", although programming is subject to change, as a result of the redesign referenced above. Contractor shall have the ability to provide services to address gang prevention, domestic violence, victim empathy, batterer's intervention classes, and/or shall be able to coordinate with County's other contracted providers of evidence-based practiced group intervention services.
9. Contractor shall ensure that there is a process for all Detained Youth to initiate requests for health care services on a daily basis and that those requests are readily available to all Detained Youth. Contractor shall use a priority system to triage requests within twenty-four (24) hours, not to exceed seventy-two (72) hours. Triage of sick call requests will be conducted by a registered nurse or licensed vocational nurse, within their scope of practice.
10. Contractor shall be responsible for obtaining informed consent from the parent/legal guardian or court for the Detained Youth, except in cases of emergencies. Youth 18 years of age or older will have the right to authorize or decline medical care, when the Detained Youth's

Revised Exhibit A

consent is sufficient pursuant to existing law. Procedures to follow for obtaining informed consent from Detained Youths are guided by the NCCHC "Privacy of Care" standard and any pertinent state regulations.

11. Contractor shall provide sick call 7-days/week, with emergency response on the weekends.
12. Contractor shall conduct sick call in designated areas of the clinics or housing units, in as much privacy as security concerns will allow.
13. Contractor shall provide emergency response care for minor trauma incidents (i.e., on-site medical care treatment for minor injuries such as sutures, sprains, etc.) in order to minimize Detained Youth transports.
14. Contractor shall provide psychiatric and psychotropic medication monitoring for the Detained Youth population, as well as court-ordered evaluations pursuant to Penal Code 4011.6. Contractor shall provide crisis coverage at County's JJC.
15. Contractor shall comply with the completion and submission of the Judicial Council of California JV-220 Application Regarding Psychotropic Medication.
16. Contractor shall be responsible for all psychiatric emergency services including intervention, crisis stabilization, and crisis de-escalation services for Detained Youths within County's JJC.
17. Contractor shall provide emergency, medically necessary and non-emergency dental services, including a dental screening upon admission, oral exam within twelve (12) months of admission, routine x-rays and dental treatment (not limited to extractions) and oral hygiene instruction and preventive education for Detained Youth.
18. Contractor shall provide pharmaceutical services at the JJC facility, including provision of currently prescribed chronic medications within 24 hours of entry into the JJC, in accordance with NCCHC standards, and may subcontract with a qualified, State of California licensed on-site pharmacy to provide pharmacy services including, but not limited to:
 - a. Medical and psychotropic pharmaceuticals
 - b. Dispensing and delivery of medications
 - c. Over-the-counter medications
 - d. Pharmacist consulting services
 - e. Pharmaceutical electronic monitoring/ordering system
 - f. Pharmaceutical disposal services
 - g. Prescription medications for Detained Youth on temporary authorized release
 - h. Long Acting Injectables (LAI)
19. Contractor shall provide on-site basic optometry services provided by a licensed optometrist. Services shall include assessment, treatment and consultation including examination of the eyes for health and vision problems, prescriptions for glasses, and diagnosis and treatment of

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eye disease. Contractor must provide, repair, or replace glasses, when necessary. All optometry equipment and supplies will be the responsibility of the Contractor.

20. Contractor shall be responsible to provide prescription medications, as necessary, for Detained Youth in custody of Probation, but who are on temporary authorized release.
21. Contractor shall furnish and pay for the timely provision and repair of medical orthoses, prostheses, and other aids to impairment including, but not limited to, the following: braces, shoe inserts, splints, prostheses, prescription eyeglasses, hearing aids, corrective shoes, canes, walkers, and wheelchairs that are deemed medically necessary.
22. Contractor shall provide prenatal or obstetrical care (OB) services to Detained Youth. Prenatal care shall include evaluation by a Board-certified OB within two (2) weeks of diagnosis of an uncomplicated pregnancy or within one (1) week of diagnosis if there is an urgent obstetric-gynecological care issue, with follow-up visit frequency as determined by the OB. If the need arises to refer a Detained Youth to an off-site OB provider that is not available or appropriate for telehealth, (depending on what type of obstetrical care is necessary), then the Contractor will need to coordinate with JJC staff for transport for all off-site scheduled appointments. Contractor must coordinate care with DPH public health nurses for pregnant youth detained at JJC, including notification to DPH when a pregnant Detained Youth is identified. Before starting any medications, Contractor will provide a pregnancy test to the Detained Youth suspected of being pregnant to confirm pregnancy. Any pregnant Detained Youth will be provided timely and appropriate prenatal care, counseling, specialized obstetrical services, postpartum care, including post-partum mental health care when indicated. Care should be within nationally accepted care guidelines and will include:
 - a. Pregnancy testing
 - b. Comprehensive counseling in accordance with Detained Youth's expressed desires
 - c. Routine and high-risk prenatal care
 - d. Advice on appropriate levels of activity, safety precautions, and nutritional guidance
 - e. Management of chemically addicted pregnant females
 - f. Dietary supplements
 - g. Observations for signs of toxemia
23. Contractor shall provide birth control, if medically necessary, and family planning education. Contractor will coordinate with outpatient providers for pregnancy termination services, in accordance with Title 15 and California Penal Code, section 3405 requirements. Contractor shall be responsible for the costs of all pregnancy termination services. For Detained Youth who are on a method of contraception at intake, continuation of contraception will be considered on a case-by-case basis. Plan-B will be available at intake for Detained Youth who report the need for emergency contraception. Detained Youth desiring to initiate contraception, including long-term options, will be scheduled with a provider to discuss available and clinically appropriate options at the Detained Youth's request sixty (60) days prior to a scheduled release from custody.

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24. Contractor shall provide on-call professional radiological (x-ray) and electrocardiograph (EKG) services. These services must be made available at the County's JJC facility during clinic hours. Contractor must comply with the Radiation Control Laws and Regulations, as well as provide copies of resumes, licenses, and certifications of applicable staff.
25. Contractor shall be responsible for all laboratory services required for Detained Youth. STAT service requests must be made available and provided 24/7 by Contractor. Contractor will be responsible for all necessary supplies including, but not limited to, supplies for specimen collections, phlebotomy services, specimen pick-up and delivery, laboratory testing, critical test value reporting, and timely response for urgent and routine laboratory orders. Contractor or its subcontractors must be CLIA (Clinical Laboratory Improvement Amendments) certified. All laboratory services will be provided in accordance with Fresno County, State, and Federal client confidentiality requirement. STAT service requests must be made available and provided by Contractor.
26. Contractor shall maintain standards and certification required by CLIA and shall maintain Clinical Laboratory Registration (CLR) with the State. All CLIA and CLR certification and/or registration fees will be the responsibility of Contractor.
27. Contractor shall obtain and maintain medical waste generator registration with the State of California for the JJC and develop a Medical Waste Management Plan, as required under the Medical Waste Management Act. Contractor shall be responsible for all fees associated with registration as a medical waste generator facility.
28. Contractor shall be responsible for the handling and disposal of medical and contaminated waste in accordance with all applicable state and local regulations.
29. Contractor shall provide for ancillary services (including coordination for laboratory, MRI, etc.) which can be performed off-site, but preferably shall be performed on-site. Contractor shall attempt to provide services on-site, as much as possible.
30. Contractor shall be responsible to coordinate dialysis treatments to Detained Youth in JJC that require dialysis treatment. Contractor shall attempt to provide on-site in order to minimize transportation and custody costs.
31. Contractor may provide psychiatry services via tele-psychiatry, as appropriate.
32. Contractor shall provide appropriate care coordination and linkage to care, including robust discharge planning, as appropriate. Care coordination shall include care provided while the Detained Youth is detained beginning at intake screening through to discharge planning including appropriate linkage to County-contracted or other community programs, upon release. Care coordination and collaboration must include the sharing of treatment-required information between providers essential to the provision of appropriate services and care, upon release of a Detained Youth from County's JJC. Care Coordination will also include the following:

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- a. Coordinating aftercare arrangements
 - b. Making referrals to appropriate community programs
 - c. Coordinating appointments with community providers prior to release, including arranging either directly or indirectly for an appointment with a primary care provider within 14 days of release if a Detained Youth is prescribed a medication for a chronic condition
 - d. Ensuring medications are continued with a 14-day supply following release
 - e. Identifying Detained Youth at higher risk for medical, behavioral, substance use, or dental issues prior to release
 - f. Linking with agencies providing CalAIM services to Detained Youth
 - g. Providing relevant clinical information to medical providers including diagnoses, medications currently prescribed, and reports from outside specialty referrals and diagnostic studies for high-risk Detained Youth at least 30 to 90 days, or as outlined in CalAIM, prior to scheduled release date
 - h. Assisting Detained Youth with applying for financial help, if necessary
 - i. Assisting Detained Youth to linkage to programs as County's DBH Children's Division or other programs, as applicable
 - j. Coordinate with DPH Public Health Nurses upon release of Detained Youth who are pregnant
33. Contractor shall assist Probation in developing a "Discharge Plan" for all Detained Youth being released from JJC custody.
34. Contractor shall develop and maintain an adequate infectious disease control program including the management of all reportable communicable diseases consistent with DPH infectious disease guidelines. The infectious disease control program must include testing all Detained Youth for tuberculosis (TB) within five (5) days of intake. Contractor should also be able to identify and report communicable diseases as well as potential exposures to communicable diseases (including HIV, AIDS, TB, Hepatitis, STDs). The Contractor will be prepared to manage infectious disease under an emergency declaration as recommended by DPH, including testing, and immunizations when indicated. Contractor will provide infectious disease reports requested by DPH with enough detail and frequency for DPH to monitor screening, positive cases, exposures, and potential sources of exposure. Contractor shall also work closely with DPH on any significant emerging public health events impacting the community.
35. Contractor shall assume responsibility for utilization management for all Detained Youth who are transported to an emergency department and/or are hospitalized for any length of time while in custody. Contractor shall review and monitor the Detained Youth's medical case and shall make a good faith effort to actively pursue discharge of the Detained Youth from the hospital and coordinate transportation of the detainee at the earliest possible time at which Contractor has the ability to resume appropriate treatment and medical care of the Detained Youth or ward within JJC. Contractor shall obtain appropriate releases of information and coordinate discharge planning with the hospital/provider.

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36. Contractor shall be responsive to and support criminal justice partners (Public Defender's Office, District Attorney's Office, and local law enforcement) who are attempting to secure appropriate services for Detained Youths with future release dates.
37. Contractor shall participate in specialty/collaborative treatment courts, civil and criminal, by providing staff to attend and inform on a Detained Youth's functioning while in custody, participation in services (including medication compliance), willingness to accept services upon release as a condition of participation in the specialty/collaborative treatment court, and community-based treatment recommendations. Contractor shall provide staff who is a clinician or under the direct supervision of a clinician.

CLINIC AND RECORDS MANAGEMENT

1. Contractor will maintain all records in accordance with Section 1205 of Title 15 of the California Code of Regulations, NCCHC accreditation guidelines and standards.
2. Contractor shall implement its own clinic management system within the County's JJC.
3. Contractor shall utilize an EHR system beginning on the contracted start date of services for documentation, management, and monitoring of Detained Youth's medical and behavioral health care.

Contractor must maintain complete and accurate medical health, behavioral health (mental health and SUD), optometry and dental records separate from the JJC Detained Youth confinement records. In any criminal or civil litigation where the medical or behavioral health condition of a Detained Youth is at issue, and/or upon written request of County Counsel or County's Risk Management, Contractor must provide the DPH Director, DBH Director, and/or County Health Officer (and/or designees) with access to such records. In the event of a possible HIPAA violation/breach/allegation, Contractor will cooperate with the County's Privacy and Security Officer(s), or designee(s).

Contractor must allow designated County staff and County's PRCC Contractor electronic read-only access to Contractor's health records and to the full EHR system (including ability to view reports). Disclosure of medical and/or behavioral health information to JJC staff may be necessary for the health and safety of the Detained Youth and JJC staff and to properly manage or plan for placement and programming.

Existing health care records and all health care records prepared by Contractor will remain the property of the County. During this Agreement term, Contractor will act as the custodian of records for the County and shall respond to subpoenas regarding health care records and/or treatment. At the termination of this Agreement, all health care records will remain the property of the County.

Contractor will be responsible for responding to all records requests for medical and behavioral health care services in a timely manner and as allowable by HIPAA or other applicable laws, regulations, codes, and guidelines regarding medical and behavioral health

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care information. An accounting of records released shall be provided to Probation, DPH, and DBH at least quarterly.

4. County's DBH utilizes an EHR system for management of behavioral health care (mental health and SUD) records. Contractor must utilize this system to report all behavioral health care services (mental health and SUD) provided to Detained Youth. Documentation of the behavioral health services shall occur immediately and entry into the DBH EHR system shall occur no later than 45 days after service has occurred. County's preference is for Contractor's EHR system to have the capability to upload/enter the services in real-time or at least daily. Contractor shall send any staff who enter records of behavioral health care services to County DBH's Documentation and Billing Training as provided by County's DBH.
5. County's Probation currently utilizes an electronic case management system, "PRI MS" for management of Detained Youth records including health care records. Contractor must utilize this system to report encounters and statistics related to health care services provided to each Detained Youth. Entry of the records into PRI MS should occur no later than 12-24 hours after services occurred.
6. Contractor shall provide MCIP (Medi-Cal Inmate Program) reports to County regarding the utilization of MCIP to pay for services.
7. Contractor shall develop and implement a written medical and behavioral health care plan with clear goals, objectives and policies and procedures for the County's JJC, including services provided to Detained Youth for both medical and behavioral health care services. Contractor shall provide County with a copy of said written plan, including all policies and procedures, upon completion. Contractor shall also provide County with any updates to said written plan, policies and procedures, as developed, throughout the term of this Agreement.
8. Contractor shall respond promptly to any and all requests by the courts for medical or behavioral health care records and information.
9. Contractor shall work with DPH, DBH, and Probation staff, as appropriate, to define the Contractor's roles in case of a disaster. Contractor shall develop and implement written procedures for a medical disaster plan in case of emergency or threat whether accidental, natural, or man-made.
10. Contractor shall establish a medical and behavioral health care services audit committee comprised of Contractor's staff.
11. County is required by the State Department of Health Care Services (DHCS) to collect data pertaining to behavioral health clients and services provided. Therefore, Contractor shall be responsible to report all persons serviced and services provided in behavioral health treatment programs to County by entering the required components in County's DBH EHR system. A client demographic record shall be recorded at initial contact with the Detained Youth during the booking/intake process and then service records shall be recorded each time mental health and SUD services are provided. Periodic records (which contain data elements that

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may change, i.e., living arrangements) shall be updated and recorded at initial contact, annually, and at formal discharge. Reports shall be submitted by the 15th of the following month to ProbationContracts@fresnocountyca.gov.

12. Contractor shall complete DHCS 1010 "Quarterly Report on Services Provided to Persons Detained in Jail Facilities" according to DHCS Behavioral Health Information Notice 22-029 as required by WIC Section 5402(a). DHCS 1010 reports shall be submitted five (5) days prior to the quarterly deadlines of October 30th, January 30th, April 30th and July 30th to DBHContractedServicesDivision@fresnocountyca.gov.

PERFORMANCE AND OUTCOMES

1. Contractor's performance and outcome measures must address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided to Detained Youth and/or to evaluate overall program performance. Probation, DPH, and/or DBH may adjust the performance and outcome measures periodically throughout the duration of the Agreement, as needed, to best measure the program as determined by County. Contractor must utilize a computerized tracking system with which performance and outcome measures and other relevant Detained Youth data, such as demographics, will be maintained. The data tracking system may be incorporated into the Contractor's EHR or be a stand-alone database. Probation, DPH, and DBH must be afforded read-only access to the data tracking system. Liquidated damages for non-compliance may apply.
2. Contractor shall submit annual program information regarding performance and outcomes, including measures that have been tracked for these specific purposes, and percentage of target met. All measures (i.e., proposed performance metrics should include, but are not limited to those as identified in Exhibits H and I, must meet the NCCHC standard as identified in this Agreement, as well as the categories identified below:
 - a. Access to care: The ability of Detained Youth to receive the right service at the right time.
Examples include:
 - 1) Timeliness of bridging prescriptions
 - 2) Timeliness of identifying Detained Youth who are seriously emotionally disturbed, as defined by the Contractor
 - 3) Timeliness between Detained Youth's referral for assessment and completion of assessment; assessment to first treatment service; and first treatment service to next follow-up
 - 4) Timeliness of subsequent follow-up visits
 - 5) Timeliness of response to sick call/health service requests
 - b. Effectiveness: Objective results achieved through health care services.
Examples include:
 - 1) Effectiveness of crisis interventions

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- 2) Effectiveness of treatment interventions (medical and behavioral health indicators)
 - 3) Effectiveness of discharge planning (such as percentage of Detained Youth who are successfully linked to County programs, community providers, medical appointments upon release, and/or other community resources such as educational programs, stable housing, and jobs or job programs after release, with the ability to sort data by race and ethnicity)
 - 4) Timely continuity of verified community prescriptions for medication(s), upon Detained Youth's release
 - 5) Effectiveness of transportation coordination, upon release
 - 6) Timely continuity of verified mental health referrals to community providers within 30 days of release
 - 7) Percentage of Detained Youth completing in custody programming as referred to and provided by Contractor prior to release
 - 8) Percentage of Detained Youth who have a plan of what to do when triggered or overwhelmed prior to release
- c. Efficiency: The demonstration of the relationship between results and the resources used to achieve them.
Examples include:
- 1) Cost per Detained Youth
 - 2) Number and percent of specialty referrals conducted by telehealth
 - 3) Number of units of services per FTE (full time equivalent) by discipline
 - 4) Number of Detained Youth served
 - 5) Comparison of numbers served against industry standards
- d. Satisfaction and Compliance: The degree to which Detained Youth, County, and other stakeholders are satisfied with the services.
Examples include:
- 1) Audits and other performance and utilization reviews of health care services and compliance with Agreement terms and conditions herein
 - 2) Surveys of persons served, family members, other health care providers, and other stakeholders including access to community providers

LIQUIDATED DAMAGES

A Liquidated Damages clause is included in Section 4.9 of the Agreement in the event the Contractor fails to deliver the required services or perform in accordance with Agreement terms. The Liquidated Damages clause includes, but is not limited to the following: delay and/or failure to deliver completed reports; delay and/or failure to deliver or perform medical and behavioral health care services; failure to achieve agreed upon performance and outcome goals; and/or failure to maintain NCCHC accreditation of the JJC in the provision of medical and behavioral health care services.

TRAINING/STAFF DEVELOPMENT

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1. Contractor shall provide adequate orientation and training, at its cost, to all staff under their direction, including all required annual HIPAA confidentiality training.
2. Contractor shall provide adequate annual training for JJC custody staff in medical and behavioral health observation of Detained Youth.
3. Contractor shall require a skills and competencies assessment of staff annually and include follow-up training, as required.
4. Contractor shall provide protocol and standardized procedures training, as appropriate.
5. Contractor shall assure the cultural competency of health care staff, which may be accomplished through regular training activities made available to all personnel. Contractor shall report on the completion of cultural competency trainings to ensure direct service providers are completing a minimum of 12 hours of cultural competency training annually.
6. Contractor shall comply with Prison Rape Elimination Act (PREA) of 2003 and agree to have all JJC staff trained initially and every two (2) years thereafter, by the Probation Department.
7. Pursuant to federal regulations (28 CF R §115.332), the Probation shall provide training to Contractor's personnel regarding their responsibilities under the Probation's sexual abuse and sexual harassment prevention, detection, and response policies and procedures at no cost to Contractor.
8. Contractor shall ensure all Contractor's employees, consultants, subcontractors or agents described in the Child Abuse Reporting Act, section 11164, et. seq. of the Penal Code, and while performing services under this Agreement, Contractor shall report all known or suspected child abuse or neglect to a child protective agency as defined in Penal Code section 11165.9.
9. Contractor must comply with Probation's Hostage Situation Policy, as well as Probation's JJC Manual Policy for Vendor's, Volunteers and Student Interns (Exhibit C). Contractor must adhere to JJC policies and Probation Department policies and any changes or updates to such policies. A background investigation will be completed for all staff involved.
10. Contractor shall provide annual training for Probation's correctional officers concerning various health care issues in the facilities. Such training will be jointly developed and scheduled with Probation staff as is mutually convenient, and may include subjects such as symptoms and signs of withdrawal, suicide prevention, seizures, and diabetes. The training provided to Probation's correctional officers shall comply with NCCHC minimum standards.

STAFFING/FACILITIES

1. Contractor shall ensure that all personnel employed in the performance of this Agreement possess the required expertise, skill, and professional competence to perform their duties.

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2. Contractor shall hire and maintain a Medical Director who will be responsible to assure the quality of health care provided within County's JJC and will provide clinical supervision to the mid-level practitioners and other ancillary personnel who perform services pursuant to this Agreement. The Medical Director must be a licensed physician. County prefers for the Medical Director to be Board Certified in internal medicine or family practice, but this is not a requirement. However, Contractor shall attempt to actively pursue recruiting a Board-Certified Medical Director. The Medical Director must have thorough knowledge of current principles and practices of medicine.

ADMINISTRATION

1. Contractor shall maintain a collaborative and open relationship with the County's DPH, DBH, and Probation in the provision of services and operations as well as future planning and evaluation of services.
2. Contractor shall communicate and consult frequently with the local medical and behavioral health community and other County-contracted providers, as well as family members including parents and guardians of the Detained Youth, as allowable by HIPAA regulations, to provide the most complete evaluation and treatment of incarcerated individuals.
3. Contractor shall coordinate with Probation, and County's contracted emergency response ambulance provider, as needed, for emergency transportation needs.
4. Contractor shall make every effort to minimize the need to transport Detained Youth from JJC to other providers for treatment by providing expanded services on-site, through telehealth services or by other methods to reduce outpatient costs as well as Probation's staff transportation and custody costs.
5. Contractor shall perform utilization review and case management services to monitor the necessity and appropriateness of inpatient hospital care and other outside medical services provided.
6. Contractor's health care personnel shall be available for court inquiries and/or appearances, when required. Contractor shall be expected to participate in the Juvenile Delinquency Court protocol related to competency to stand trial (in accordance with Welfare & Institutions Code Section 709). It will be Contractor's responsibility to compensate their staff for court appearances, which shall be at no added cost to County.
7. In the event of a HIPAA breach, violation, or allegation, Contractor shall fully cooperate with County Privacy and Security Officers, or designees.
8. Contractor shall provide appropriate and adequate bilingual services, including on-site Spanish-speaking personnel for monolingual Detained Youths. Contractor shall also make sign language interpretation available, as needed.

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9. Contractor shall provide appropriate and adequate interpreter services to include, but not be limited to, the following County threshold languages: Spanish, Hmong, Laotian and Cambodian/Khmer.
10. Contractor shall establish and make available a process for receiving, investigating, and responding to and resolving any concerns relating to a Detained Youth (including families of said Detained Youth) grievances concerning medical or behavioral health care provided.
11. Contractor shall work with the County Health Officer who, under Section 101045 of the Health and Safety Code, shall investigate health and sanitary conditions in every county detention facility. Contractor shall prepare for, and participate in, said annual health inspection of the County's JJC. Contractor shall be responsible for the remediation of reported non-compliance pertaining to the provision of medical or behavioral health care services.
12. Contractor shall cooperate fully in aiding County to investigate, adjust, settle, or defend any claim, action, or proceeding, including writs of habeas corpus, brought in connection with the provision of medical or behavioral health care with which Contractor may be connected.
13. Contractor shall establish and facilitate a medical and behavioral health care continuous quality improvement (CQI) committee comprised of Contractor's medical staff, and behavioral health staff with active participation of the County staff (to include the Chief Probation Officer, DPH Director, County Health Officer, DBH Director, and/or designees thereof). Said CQI committee shall meet quarterly to identify opportunities to develop strategies for improvement in quality care provided to all Detained Youth. Contractor must be willing to cooperate with County staff and provide information as requested in a timely manner. Contractor shall provide a data-driven quality improvement program with actions that lead to measurable improvements in medical and behavioral health care services. Data and statistical reports shall be provided to the CQI committee members by Contractor prior to the meeting and in electronic format. Minutes shall be taken, recorded, and disseminated to all invitees and participants of the CQI committee meetings.
14. Contractor must facilitate monthly administrative meetings. Monthly administrative meetings will include the County's Chief Probation Officer, DPH Director, County Health Officer, DBH Director, or their designees, and Contractor's staff. The purpose of these meetings will be to evaluate statistics, program needs, address problems/issues that may arise, and interrelationships between JJC staff, medical and behavioral health care services personnel as well as the Contractor's relationships with providers of emergency, inpatient, and outpatient specialty care services. Detained Youth grievances filed will also be reviewed. Minutes shall be taken, recorded, and disseminated to all invitees and participants at the monthly administrative meetings.
15. On a monthly basis, Contractor's behavioral healthcare staff will review with a multidisciplinary team comprised of DPH, DBH, and Probation staff, the number of Detained Youth who have been under constant watch in the prior month, any suicide attempts, and/or any Detained Youth who were sent out of the facility to the County's Youth Psychiatric Health Facility (PHF) for inpatient psychiatric hospitalization. Minutes shall be taken, recorded, and disseminated to all invitees and participants.

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16. In the event of a Detained Youth's death, Contractor's physician shall conduct a mortality review of the case and will present their findings in a multidisciplinary mortality review meeting to be attended by Probation, DPH, DBH, County Counsel, and Contractor's staff. If Detained Youth had a history of a mental illness, a psychological autopsy must also be performed by the Contractor's psychiatrist and the results shall be presented at the mortality review. Minutes shall be taken, recorded, and disseminated to all invitees and participants. Reporting by Contractor shall comply with Title 15 mandates.
17. Contractor's administrative level agency representative, who is duly authorized to act on behalf of the Contractor, shall attend regularly scheduled Behavioral Health Board Forensic and SUD subcommittees, and regularly scheduled provider meetings with DBH and other DBH contracted providers of mental health and SUD services.
18. For all services provided by Contractor as described herein above, within this Revised Exhibit A, Contractor shall provide reports to County regarding the utilization of services, treatments, and related costs. Contractor shall compile all patient information necessary and obtain all CPT (current procedural terminology) codes identified by the provider and prepare a report which includes the following information for each emergency visit, inpatient hospitalization, and outpatient specialty care service provided:

- Encounter ID
- Probation Number
- Detained Youth Name
- Detained Youth Birthdate
- Date of services
- Encounter Category
- Encounter Subcategory
- Primary Diagnosis Category
- Primary Diagnosis Code
- Primary Diagnosis Description
- Secondary Diagnosis Category
- Secondary Diagnosis Code
- Secondary Diagnosis Description
- Cost of Service/Treatment Provided

Contractor shall submit these reports to County's Chief Probation Officer, DPH Director, DBH Director, or designees, on a quarterly basis. County may request additional report information throughout the term of the Agreement for the quarterly reports or on an ad hoc basis; however, in such circumstances, County and Contractor shall come to a mutually agreeable format of said reports.

19. Contractor shall provide Correctional Care Reports/STATs as identified in Exhibits H and I.

EXCEPTIONS TO TREATMENT

1. Contractor will not be financially responsible for:

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- a. Treatment costs incurred after a Detained Youth is released from the County's physical custody.
 - b. Elective medical care:
 - 1) Examples of elective medical care include: breast reconstruction, gastric bypass, or facelift.
 - c. Psychiatric inpatient admissions or inpatient hospital hospitalizations.
 - d. Health care services provided to an infant following birth, including all associated medical costs, will not be the responsibility of the Contractor.
 - e. Any costs associated with smoking cessation treatment or classes.
 - f. Any medical testing or obtaining samples, which are forensic in nature.
 - g. Any experimental treatments.
 - h. Any care provided without Contractor's prior knowledge.
2. Contractor shall not be responsible for additional costs that may occur as a result of an unusual widespread disturbance (e.g., youth riot) beyond the Contractor's control within the JJC. Such disturbance will be considered to have caused a material effect to the Contractor's cost if mass casualties have resulted from a single incident and multiple Detained Youth (i.e., ten or more victims) are required to be transported off-site for immediate emergency and/or inpatient hospitalization care. If such event occurs, parties will agree to meet and negotiate in good faith.
3. Contractor shall be responsible for all medical and behavioral health care according to the terms of this Agreement while Detained Youth are legally "in custody" of Probation. Detained Youth are considered "in custody" upon booking of the Detained Youth until the time the Detained Youth is legally released from Probation custody and will be maintained in the daily JJC ADP count regardless of where they are physically. However, individuals on supervised probation, or those that may be housed in an unidentified location (e.g., a witness or co-conspirator), shall not be included in the daily population count, and shall not be the responsibility of Contractor with respect to any claim, liability, cost, or expense for the payment and/or furnishing of health care services.

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Contractor shall have the ability to provide the current SUD programming as defined below, although programming is subject to change, as stated in Revised Exhibit A, "Services Provided" section, subsection 8. Contractor shall also coordinate with County's other contracted providers of evidence-based practiced group intervention services. Contractor will work non-traditional hours (evenings and weekends) as needed, and adapt staffing schedules in order to meet the scheduling needs of Detained Youth. Scheduling will be established in conjunction with and at the discretion of the County.

1. JJC SUD SERVICES

Contractor shall implement effective and evidence-based SUD services to Detained Youth at the County's JJC regardless of housing location or status in their adjudication process. Every Detained Youth with a completed initial mental health assessment and an identified SUD need will be referred to services. The Fresno County SUD ASAM 4th edition will be completed by a certified/registered counselor and a Licensed Practitioner of the Healing Arts (LPHA) for all referred Detained Youth. The assessment tools utilized will be updated as needed to align with best practices and comply with laws and regulations. Additionally, the LPHA will complete the Medical Necessity and Initial Determination of Diagnosis (IDD) within 72 hours of the referral. The completed ASAM PPC II assessment will determine the appropriate frequency of services. SUD treatment consists of the following: at least three sessions each week during the first four weeks of treatment, with each session occurring on separate days of the week; group sessions of at least one hour; and attending self-help groups in addition to the 72 hours of treatment services. This also depends on the severity, categorized under 3 Tiers. Tier 1 is a minimum of three group sessions and one individual session per week for the most severe Detained Youth. Tier 2 is a minimum of two groups and one individual session for a moderately severe Detained Youth per week. Tier 3 is a minimum of one group and one individual session for a mildly severe Detained Youth per week. SUD services will also include a minimum of one family service a month, not to exceed four a month. Upon release, Contractor shall provide Detained Youth linkage to County's DBH.

- a. Group and individual therapy will include evidenced-based clinical practices such as Motivational Interviewing and at least two of the following four evidence-based practices: psychoeducation, trauma-informed treatment, cognitive behavioral therapy and relapse prevention. The two additional evidence-based practices may be chosen by Contractor and must be performed by trained providers within their scope of practice. Contractor shall internally monitor staff for training needs, quality of delivery, and fidelity of evidenced-based practices.

2. IN-CUSTODY SUBSTANCE ABUSE UNIT (SAU) PROGRAM SERVICES

- a. Currently the Fresno County Juvenile Delinquency Court adjudicates youth for drug and/or alcohol or other delinquency offenses into a six month in-custody Substance Abuse Unit (SAU) program at JJC. The Court has the sole discretion to modify eligibility criteria. Contractor shall coordinate referral, assessment, intake and treatment services with the Court and County.

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- b. Contractor shall implement a streamlined organization of evidence-based models and services, such as motivational interviewing.
- c. Contractor shall incorporate the following interventions. Combining family centered services that are strength based and recognizing that the Detained Youth and family are part of a larger system and likely have needs other than substance use disorder or mental health that may impact their progress in treatment if not addressed. Contractor will partner with the Detained Youth and family to develop and implement a structured program that addresses academic, social, emotional, psychological, substance use, and socio-economic needs. Collaborative development of the Treatment Plan will guide the selection of appropriate treatment services:
 - 1) **Interventions:** Treatment components will include process and community groups, psychoeducation, individual counseling, individual therapy, cognitive behavioral therapy, family counseling, multi-family group sessions, case management, and discharge planning. Treatment components are further matched with specific and individual needs as identified during the intake, assessment, and evaluation process, or as indicated by court orders.
 - 2) **Urinalysis (UA) Drug Testing and Reporting:** Urinalysis drug testing and reporting will be provided at the Fresno County Juvenile Justice Campus as needed by the Contractor.
- d. Contractor shall provide Detained Youth with the opportunity for at least one hour of daily programming to include, but not be limited to, trauma focused, cognitive, evidence-based, best practice interventions that are culturally relevant and linguistically appropriate, or prosocial interventions and activities designed to reduce recidivism. These programs should be based on the Detained Youth's individual needs as required by Juvenile Title 15 Minimum Standards Sections 1355 and 1356.
 - 1) Psycho-Educational Groups
 - 2) Individual Counseling
 - 3) Family Outreach Psycho Educational Sessions
 - 4) Discharge and Relapse Prevention Plan
 - 5) Case Management
 - 6) Pro-Social Activities
 - 7) Adverse Childhood Experience
 - 8) Emotional Regulation
 - 9) Victim Empathy

3. IN-CUSTODY NEW HORIZONS PROGRAM SERVICES

- a. Currently the Fresno County Juvenile Delinquency Court adjudicates youth for drug and/or alcohol or other delinquency offenses into a twelve month in-custody New Horizons program at JJC. The Court has the sole discretion to modify eligibility criteria. In addition to intensive SUD and co-occurring mental health disorders, Detained Youth served under the New Horizons program often have committed serious and violent offenses that would have otherwise resulted in a longer-term commitment, may also be involved in the child welfare system, and have family histories of behavioral health needs, incarceration, and gang

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involvement. Contractor shall coordinate referral, assessment and intake with the Court and County.

- b. Contractor shall provide services as indicated in Attachment A, Section 2, subsections b through c.
- c. **Data Reporting and Outcome Measures.** Contractor shall provide Probation with monthly statistics on individual Detained Youth attendance for all group, individual and family sessions for each of the programs identified in this Attachment A. Contractor shall maintain a tracking log to identify delivery of services and length of time in services after each session for each Detained Youth. Contractor shall provide any other reports requested by Probation.
- d. Contractor shall provide Detained Youth with the opportunity for at least one hour of daily programming to include, but not be limited to, trauma focused, cognitive, evidence-based, best practice interventions that are culturally relevant and linguistically appropriate, or prosocial interventions and activities designed to reduce recidivism. These programs shall be based on the Detained Youth's individual needs as required by Juvenile Title 15 Minimum Standards Sections 1355 and 1356.
 - 1) Psycho-Educational Groups
 - 2) Individual Counseling
 - 3) Individual Therapy
 - 4) Family Therapy and Family Outreach Psycho Educational Sessions
 - 5) Vocational/ Independent Living Skills
 - 6) Domestic Violence and Batterer's Intervention Program
 - 7) Discharge Plan
 - 8) Case Management
 - 9) Pro-Social Activities
 - 10) Adverse Childhood Experience
 - 11) Emotional Regulation
 - 12) Victim Empathy

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Attachment B

California Advancing and Innovating Medi-Cal Justice-Involved (JI) Implementation

1. County initiated implementation of the requirements of the CalAIM JI Initiative in accordance with the California Department of Health Care Services (DHCS) Policy and Operational Guide for Planning and Implementing CalAIM JI Reentry Initiative (<https://www.dhcs.ca.gov/CalAIM/Justice-Involved-Initiative/Pages/Resources.aspx>).

2. POLICIES AND PROCEDURES

Contractor shall work with County to plan, develop, evaluate, modify, and/or implement protocols, policies, and procedures necessary to meet all requirements of the CalAIM Justice-Involved Initiative, as defined by the DHCS Policy and Operational Guide necessary to operationalize the delivery of Medi-Cal pre-release and re-entry services in the Juvenile Justice Campus in accordance with the County's Implementation Plan and Readiness Assessment. As part of planning, evaluation, and development of protocols, policies, and procedures, Contractor shall participate in collaboration and coordination meetings between County, Contractor, and other stakeholders, as needed, to define all policies and procedures and document governance structure for coordination of services between key partners.

Contractor shall deliver written policies and procedures covering Medi-Cal eligibility screening, HRA completion, reentry care planning, provider warm handoffs, EHR documentation, and quality assurance processes.

- a. Contractor shall provide County with editable electronic copies of final versions of any and all written documentation related to protocols, policies and/or procedures, or similar tools, developed by Contractor for the County under the terms of this agreement via email in accordance with applicable Federal, State and local laws, rules and regulations.
- b. Contractor shall cooperate and fulfill any Memorandum of Understanding between Managed Care Plans (MCPs) and the County to ensure the provision of whole-system, person-centered care for Medi-Cal beneficiaries at the Juvenile Justice Campus.

3. GO-LIVE READINESS

Contractor shall work with County throughout the implementation process to ensure the County is ready and able to provide all CalAIM JI mandated services by the "go-live" date established by DHCS, currently September 1, 2026, or sooner upon execution (subject to change by DHCS). Contractor shall work with the County, as needed, to complete all required aspects of CalAIM JI planning deemed necessary by DHCS, which shall include implementation of any corrective action plans issued by DHCS as a result of completed assessments.

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4. **MEDI-CAL BILLING**

Contractor shall facilitate the billing process in coordination with Contractor's subcontracted third-party Medi-Cal billing vendor, currently Medusind ("billing vendor").

Contractor shall ensure the electronic transmission of documents or data that meet American National Standards Institute (ANSI) standards, and California Medicaid Management Information Systems Division (CA-MMIS) and Centers for Medicare and Medicaid Services (CMS) requirements.

Contractor shall designate a primary point of contact (POC) who will coordinate with County and/or billing vendor to facilitate and implement any necessary changes identified by County or billing vendor to ensure accurate, timely, and maximized reimbursement to the County for all claimable clinical encounters.

Contractor's services must be billed under the County JJC's National Provider Identifier (NPI) number. Contractor shall not be responsible for billing services provided by County's PRCC Contractor.

Some Medi-Cal services require pre-authorization or Treatment Authorization Requests (TARs). Contractor shall complete TARs when required to secure Medi-Cal reimbursement for the County. Contractor shall be responsible for training Contractor's HSA, or its designated representative, on the proper completion and submission of a TAR.

Contractor shall develop protocols to ensure all on-site staff are trained to properly complete and submit a TAR, including the efficient management of TARs.

a. Information System Post-Implementation

Contractor shall diligently coordinate and communicate with the County to ensure adequate and timely information is collected in order to facilitate Medi-Cal billing of in-custody clinical services. Upon the County's request, Contractor shall provide periodic updates regarding the sufficiency of Contractor's documentation in support of Medi-Cal billing for those services and notify the County of any problems in relation to Medi-Cal billing.

b. Comprehensive Charge Review

Contractor shall, at a minimum, review the following in preparation for claims submission:

- 1) Billing is limited to the approved pre-release services and complies with the inmate exclusion rule exceptions as outlined in CalAIM Special Terms and Conditions (STC) 9.3.
- 2) Data entry of all completed charges to be billed to Medi-Cal
 - (1) Including all CPT, HCPCS, ICD-10, Modifiers and code linking
 - (2) Completed within 48 hours of charge submission
- 3) Coding Review to properly identify services rendered or supplied by provider
 - (1) Including all CPT, HCPCS, ICD-10 and Modifiers
- 4) Claim Edits
 - (1) Management of claims through the Practice Management system and claim scrubbing prior to submission to clearinghouse or printing.

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5) Claim Production Error Resolution

- (1) Review and resolve claim errors to ensure error-free claims are released to clearinghouse or printed for submission for reimbursement.

c. Claims Submission

Contractor shall, at minimum, complete the following for the submission of Medi-Cal claims to the DHCS for reimbursement to County:

1) Electronic Claims Submission.

Contractor shall be responsible for using electronic claims submission as the primary submission method.

Contractor shall be responsible for:

- (1) Enrollment with third-party payers.
- (2) Create, submit, and reconcile electronic claim files.

2) Paper Claims Submission

- (1) Generate, print, and mail paper claims.

3) Claim Rejection Resolution

Contractor shall also be responsible for reviewing and resolving clearinghouse rejections of claim submissions.

- (1) If rejections of claims are due to incomplete or inadequate Medi-Cal eligibility and demographics information, Contractor shall share that information with County so that County may address those issues.

d. Payment Posting

1) Electronic Payment Posting Method.

Contractor shall be responsible for using the electronic payment posting method as the primary payment posting method.

Contractor shall be responsible for:

- (1) Enrollment, downloading, importing, posting, and reconciliation of electronic payments received via clearinghouse.
- (2) Payments posted according to Payment Log within 72 hours of receipt of remittance advice.

2) Paper Payment Posting Method

Contractor may use the paper payment posting method as an alternative when electronic payment posting method is not available.

- (1) Contractor shall also be responsible for posting and reconciliation of payments received via check or paper Explanation of Benefits (EOB).
- (2) Contractor shall monitor the Response Reports from the State which provides the number of claims submitted and accepted, ensuring all claims are received and to promptly address any errors.

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3) Payment Log.

Contractor's Accounting and Revenue Cycle teams shall create and maintain a Payment Log that is submitted weekly to County.

e. AR – Management of Claim Denials

Contractor shall be responsible for the management of claim denials for Medi-Cal reimbursement costs.

1) Denial Resolution. Contractor shall, at minimum:

- (1) Identify and manage denials of claims by reason and remark codes
- (2) Categorize claim denials by payer and issue type.
- (3) Denials of claims will be the responsibility of Contractor. If the denial was based on incomplete or inadequate Medi-Cal eligibility and/or demographics information including but not limited to address, date of birth, or insurance number, it may be necessary for the County to provide Contractor additional information and/or clarification for resubmission.
- (4) Correction and resubmission of claims. Contractor shall be responsible for correcting and resubmitting all claims.
- (5) Submission of Appeals – Following a final denial of claim, Contractor shall promptly notify the County and make a recommendation as to whether an appeal may be appropriate. If the County decides to appeal the decision, County will notify Contractor, then Contractor shall be responsible for timely completing and submitting the appeal.

2) Insurance Accounts Receivable Management. Contractor shall be responsible for the management of unpaid claims, including but not limited to:

- (1) Confirming status of submitted unpaid claims.
 - (a) Claim status inquiries, phone calls to third-party payers, payer portal inquiries
- (2) Addressing collectable claims to ensure resolution and uncollectable claims will be allocated for adjustment.

3) Refunds and Overpayments. Contractor shall be responsible for identifying and promptly notifying the County of any refunds due and/or overpayments. Contractor shall specifically:

- (1) Identify, research, and process refund requests timely with supporting documentation.

The County is responsible for issuing the refund payment.

f. Standard Reporting

Contractor shall provide the County with all necessary reports.

Contractor shall coordinate with the County to ensure all necessary information is included in the reports. During the term of this Agreement, the County may require additional information be included in the reports.

1) Bi-Weekly Reports

Contractor shall provide the County bi-weekly reports to County on Fridays. Bi-weekly reports shall contain, at a minimum:

- (1) Clearinghouse Pass Through Rates
- (2) Denials of claims

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- (3) Incomplete/Unlocked Encounters
- 2) Month End Close Reports.

Contractor shall provide County monthly reports, including but not limited to:

- (1) Encounters
- (2) Adjustment Detail
- (3) Charge Detail
- (4) Aging
- (5) Payment Detail
- (6) Unbilled Encounters
- (7) Account Receivables Detail
- (8) Denials

g. Billing Meetings

- 1) Contractor shall meet monthly or up to bi-monthly with the Revenue Cycle team for the purpose of routine sharing information bi-directionally and ensuring project is meeting County's expectations.
 - (1) Contractor shall include an agenda and provide necessary information to ensure compliance with Contractor's roles and responsibilities.
 - (2) Contractor shall adjust its meetings to accommodate the County's needs.

h. Training & Support

- 1) Contractor shall evaluate the training and ongoing support services to ensure that staff members have the resources they need to effectively use the system.

- 5. County shall be responsible for the Medi-Cal eligibility and enrollment of all Detained Youth as required by AB133 for the CalAIM JI initiative and for the MCIP for inpatient medical services.
- 6. Contractor shall diligently work with the County's PRCC Contractor and County's pre-release program of its Detained Youth and ensure all necessary medical and behavioral health information is provided to the County's stakeholders before incarcerated persons are released.

Contractor shall participate in multi-disciplinary case conferences ("conference") on a weekly and as needed basis to discuss pre-release issues pertaining to the medical, behavioral health, alcohol and substance abuse disorders, and social needs of all incarcerated persons enrolled in Medi-Cal within the pre-release period.

County shall be responsible for providing a list of eligible Detained Youth to Contractor prior to each conference.

Contractor, in coordination with County, will develop protocols to ensure the necessary medical and behavioral health information is properly recorded in the EHR in advance of the conferences and provided during the conferences for each Detained Youth on the list.

- 7. Contractor shall ensure its EHR is timely updated and includes all necessary documentation and record keeping sufficient for the successful transfer, preferably electronically, to Contractor's third-party Medi-Cal billing vendor for Medi-Cal billing by the Go Live date of September 1, 2026.

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Contractor shall also ensure that its staff timely document the medical record sufficiently to support the claim to Medi-Cal for all reimbursable clinical services within the allowable pre-release period.

8. Contractor shall develop, to the extent the law permits, a protocol for disclosure and the release of medical information to County and County's PRCC Contractor, for the purpose of using that information during the multi-agency discussions and case conferences for the CalAIM JI program.
9. Contractor shall ensure its contracted pharmacy and durable medical equipment providers are Medi-Cal and Medi-Cal Rx enrolled. Contractor shall directly bill through the Medi-Cal Rx and/or CA-MMIS systems for all eligible medications and durable medical equipment for Detained Youth enrolled in Medi-Cal within the eligible pre-release period.

Contractor shall provide supplies of all necessary medications and prescriptions required by the CalAIM JI Initiative upon the Detained Youth's release. This includes any CalAIM required prescriptions for refills and replacements for Detained Youth's upon their release.

Contractor also agrees to provide that information timely to County and County's PRCC Contractor to facilitate re-entry coordination. Contractor shall provide the County each quarter a comprehensive report which shall include, at minimum, an items list and costs reimbursed for all medications and durable medical equipment reimbursed to Contractor (or its subcontractor(s)) as a result of the CalAIM JI initiative.

10. Contractor shall promptly notify County of any Detained Youth who may have a hospital stay longer than 24 consecutive hours. The County is responsible for initiating the process of obtaining Medi-Cal or any other third-party coverage and reimbursement. Contractor shall provide all necessary information from the EMR as may be needed to secure coverage and reimbursement.
11. Contractor shall develop a process and procedure to ensure all clinical personnel function within the scope of their position license, certificate, and credentials.

Contractor shall ensure that all personnel have the necessary education, training, and experience applicable to their position and the services they provide.

Contractor shall review, at a minimum on an annual basis, all staff credentials, licenses, and certificates to ensure their continued validity.

Contractor shall also provide County on an annual basis documentation to show that all staff meet the requirements under CalAIM JI. All clinical staff must possess an active National Provider Identifier (NPI) through the National Plan and Provider Enumeration System (NPPES) and all Ordering, Rendering, and Prescribing (ORP) providers must have an active account in the Provider Application and Validation for Enrollment (PAVE) through the DHCS.

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FRESNO COUNTY BEHAVIORAL HEALTH REQUIREMENTS

I. General Requirements

- a. **Rights of Persons Served.** Contractor shall post signs informing persons served of their right to file a complaint or grievance, appeals, and expedited appeals. In addition, Contractor shall inform every person served of their rights as set forth in Revised Exhibit B – Attachment A to this agreement, titled “Fresno County Behavioral Health Plan Rights of Persons Served”.
- b. **Records.** Contractor shall maintain records in accordance with Revised Exhibit B – Attachment B to this Agreement, titled “Documentation Standards for Persons Served Records”. All records of the person served shall be maintained for a minimum of ten (10) years from the date of the end of this Agreement.
- c. **Organizational Provider.** Contractor shall maintain requirements as a Behavioral Health Plan (BHP) organizational provider throughout the term of this Agreement. If for any reason, this status is not maintained, County may terminate this Agreement pursuant to Article 7 of this Agreement.
- d. **Generative Artificial Intelligence Technology Use & Reporting**
 - i. During the term of this Agreement, Contractor must notify the County in writing if their services or any work under this Agreement includes, or makes available, any Generative Artificial Intelligence (GenAI) technology, including GenAI from third parties or subcontractors.
 1. Contractor’s notification must include:
 - a. The name and description of the GenAI tool used.
 - b. The purpose and manner in which the GenAI tool is used in performing services under this Agreement.
 - c. The safeguards and controls in place to ensure data security, confidentiality and compliance with applicable laws and regulations.
 - ii. Contractor must also notify the County of any new or previously undisclosed GenAI technology introduced before and during the term of this Agreement. At the direction of the County, Contractor shall discontinue the use of any GenAI technology used in the service or any work under this agreement that materially impacts functionality, risk, or contract performance until such use has been reviewed by the County

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e. Confidentiality.

- i. The County and the Contractor may have access to information that the other considers to be a trade secret as defined in California Government Code section 7924.510(f).
- ii. Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other Party for the benefit of a third party. Each Party shall maintain the confidentiality of all Information in the same manner in which it protects its own information of like kind, but in no event shall either Party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.
- iii. The Contractor shall not disclose the County's data except to any third parties as necessary to operate the Contractor Products and Services (provided that the Contractor hereby grants to the County, at no additional cost, a non-perpetual, noncancelable, worldwide, nonexclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Contractor Products and Services by the Contractor, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Contractor Products and Services and any other legitimate business purpose, subject to all legal restrictions regarding the use and disclosure of such information).
- iv. Upon termination of the Agreement, or upon a Party's request, each Party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.
- v. All services performed by the Contractor shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, California Health and Safety Code, California Code of Regulations, and the Code of Federal Regulations.

II. Informing Materials for Persons Served

- a. **Basic Information Requirements.** Contractor shall provide information in a manner and format that is easily understood and readily accessible to the

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persons served (42 C.F.R. § 438.10(c)(1)). Contractor shall provide all written materials for persons served in easily understood language, format, and alternative formats that take into consideration the special needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform the persons served that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

Contractor shall provide the required information in this section to each individual receiving Specialty Mental Health Services (SMHS) under this Agreement and upon request (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, §1810.360(e)).

Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth in 42 C.F.R. § 438.10.

Contractor shall use the DHCS/County-developed beneficiary handbook and persons served notices (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).

b. **Electronic Submission.** Persons served information required in this section may only be provided electronically by the Contractor if all the following conditions are met:

- i. The format is readily accessible;
- ii. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
- iii. The information is provided in an electronic form which can be electronically retained and printed;
- iv. The information is consistent with the content and language requirements of this Agreement;
- v. The individual is informed that the information is available in paper form without charge upon request and the Contractor shall provide it upon request within five (5) business days (42 C.F.R. § 438.10(c)(6)).

c. **Language and Format.** Contractor shall provide all written materials, including taglines, for persons served or potential persons served in a font size no smaller than twelve (12) point (42 C.F.R. 438.10(d)(6)(ii)). Contractor shall ensure its written materials that are critical to obtaining services are available in alternative

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formats, upon request of the person served or potential person served at no cost.

Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the County (42 C.F.R. § 438.10(d)(3)).

Contractor notify persons served, prospective persons served, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4)). Contractor shall make auxiliary aids and services available upon request and free of charge to each person served (42 C.F.R. § 438.10(d)(3)-(4)).

Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

d. **Beneficiary Informing Materials.** Each person served must receive and have access to the beneficiary informing materials upon request by the individual and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

- i. Consumer Handbook
- ii. Provider Directory
- iii. Grievance form
- iv. Appeal/Expedited Appeal form
- v. Advance Directives brochure
- vi. Change of Provider form
- vii. Suggestions brochure
- viii. Notice of Privacy Practices
- ix. Notice of Adverse Benefit Determination (NOABDs – Including Denial and Termination notices)
- x. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving individuals under the age of 21)

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- xi. Contractor shall ensure beneficiary informing materials are displayed in the threshold languages of Fresno County at all service sites, including but not limited to the following:
 - 1. Consumer Handbook
 - 2. Provider Directory
 - 3. Grievance form
 - 4. Appeal/Expedited Appeal form
 - 5. Advance Directives brochure
 - 6. Change of Provider form
 - 7. Suggestions brochure

All beneficiary informing written materials will use easily understood language and format (i.e. material written and formatted at a 6th grade reading level), and will use a font size no smaller than twelve (12) point. All beneficiary informing written materials shall inform beneficiaries of the availability of information in alternative formats and how to make a request for an alternative format. Inventory and maintenance of all beneficiary informing materials will be maintained by the County's DBH Plan Administration Division. Contractor will ensure that its written materials include taglines or that an additional taglines document is available.

- e. **Beneficiary Handbook.** Contractor shall provide each person served with a beneficiary handbook at the time the individual first accesses services and thereafter upon request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14) business days after receiving notice of enrollment. Contractor shall give each individual notice of any significant change to the information contained in the beneficiary handbook at least thirty (30) days before the intended effective date of change as per BHIN 22-060.
- f. **Accessibility.** Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor's facility lobby for individuals' access.

Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or audio) and auxiliary aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to persons served within five (5) business days. Large print materials shall be in a minimum of eighteen (18) point font size.

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Informing materials will be considered provided to the individual if Contractor does one or more of the following:

- i. Mails a printed copy of the information to the mailing address of the person served before the individual receives their first specialty mental health service;
 - ii. Mails a printed copy of the information upon the individual's request to their mailing address;
 - iii. Provides the information by email after obtaining the agreement of the person served to receive the information by email;
 - iv. Posts the information on the Contractor's website and advises the person served in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that individuals with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
 - v. Provides the information by any other method that can reasonably be expected to result in the person served receiving that information. If Contractor provides informing materials in person, when the individual first receives specialty mental health services, the date and method of delivery shall be documented in the file of the person served.
- g. **Provider Directory.** Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.

Contractor must make available to persons served, in paper form upon request and electronic form, specified information about the County provider network as per 42 C.F.R. §438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than thirty (30) calendar days after information is received to update provider information. A paper provider directory must be updated at least monthly as set forth in 42 C.F.R. § 438.10(h)(3)(i).

Any changes to information published in the provider directory must be reported to the County within two (2) weeks of the change.

Contractor will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

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III. Complaint Logs and Grievances

- a. **Documentation.** Contractor shall log complaints and the disposition of all complaints from a person served or their family. Contractor shall provide a copy of the detailed complaint log entries concerning County-sponsored persons served to County at monthly intervals by the tenth (10th) day of the following month, in a format that is mutually agreed upon. Contractor shall allow persons served or their representative to file a grievance either orally, or in writing at any time with the Behavioral Health Plan. In the event Contractor is notified by a person served or their representative of a discrimination grievance, Contractor shall report discrimination grievances to the County within twenty-four (24) hours. The Contractor shall not require a person served or their representative to file a Discrimination Grievance with the County before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
- b. **Rights of Persons Served.** Contractor shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 CFR § 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.
- c. **Incident Reporting.** Contractor shall file an incident report for all incidents involving persons served, following County DBH's Incident Reporting protocol.

IV. Compliance Requirements

- a. **Internal Monitoring and Auditing**
 - i. Contractor shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing practices, licensure/certification verification and adherence to County, State and Federal regulations.
 1. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
 2. Contractor shall bill only for those eligible services actually rendered which are also fully documented.
 3. Contractor shall ensure all employees/service providers maintain current licensure/certification/registration/waiver status as required by the respective licensing/certification Board, applicable

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governing State agency(ies) and Title 9 of the California Code of Regulations.

- ii. Should Contractor identify improper procedures, actions or circumstances, including fraud/waste/abuse and/or systemic issue(s), Contractor shall take prompt steps to correct said problem(s). Contractor shall report to DBH any overpayments discovered as a result of such problems no later than five (5) business days from the date of discovery, with the appropriate documentation, and a thorough explanation of the reason for the overpayment. Prompt mitigation, corrective action and reporting shall be in accordance with the DBH Overpayment Policy and PPG Prevention, Detection, Correction of Fraud, Waste and Abuse which will be provided to Contractor at its request.

b. Compliance Program

- i. The County DBH has established a Compliance Office for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. Contractor shall either adopt DBH's Compliance Plan/Program or establish its own Compliance Plan/Program and provide documentation to County DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General.
- ii. Contractor's Compliance Program must include the following elements:
 1. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contractor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to the Contractor's Board of Directors.
- iii. Policies and Procedures
 1. Contractor shall have written policies and procedures that articulate the Contractor's commitment to comply with all applicable Federal and State standards. Contractor shall adhere to applicable County DBH Policies and Procedures relating to the

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Compliance Program or develop its own compliance-related policies and procedures.

- iv. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement.
- v. Contractor shall implement and maintain written policies for all County DBH-funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.
- vi. Contractor shall maintain documentation, verification or acknowledgement that the Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Contractor's Compliance Program.
- vii. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt County DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

Fresno County DBH Compliance Office

1925 E. Dakota Ave. Ste A

Fresno, California 93726

Or send via email to: DBHCompliance@fresnocountyca.gov

c. Program Integrity Requirements

- i. As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 CFR Sections 438.604, 438.606, 438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a

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mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.

- ii. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify County DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- iii. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the County DBH Compliance Office for investigation, review and/or disposition.
- iv. Contractor shall fully cooperate with all audits, reviews, or investigations conducted by the DBH Compliance Office. Never conceal, falsify, or alter records, provide false information, or otherwise obstruct any audit or investigation.
- v. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- vi. Contractor shall immediately report any information about changes in the circumstances of the person served that may affect the person's eligibility, including changes in the residence of the person served or the death of the individual.
- vii. Contractor shall immediately report any information about a change in Contractor's or Contractor's staff circumstances that may affect eligibility to participate in the behavioral health program.
- viii. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk.

d. Code of Conduct

- i. Contractor shall take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
- ii. Contractor shall ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.

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- iii. Contractor shall bill only for eligible services actually rendered and fully documented.
 - iv. Contractor shall act promptly to investigate and correct problems if errors in claims or billing are discovered.
 - v. Contractor shall comply with County's Code of Conduct and Ethics and the County's Compliance Program in accordance with Revised Exhibit B – Attachment C to this Agreement, titled "Fresno County Behavioral Health Plan Compliance Program Code of Conduct".
- e. **Network Adequacy.** Contractor shall ensure that all services covered under this Agreement are available and accessible to persons served in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206(a), (c)).

Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to the County, utilizing a provided template or other designated format.

Contractor shall submit updated network adequacy information to the County any time there has been a significant change that would affect the adequacy and capacity of services.

To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the Contractor shall provide a person served the ability to choose the person providing services to them.

V. **Federal and State Laws.**

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

County and Contractor acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

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

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

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Contractor to enter into an agreement containing specific requirements prior to the disclosure of PHI, 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 Federal Regulations.

- b. Contractor and County mutually agree to maintain the confidentiality of records and information of persons served in compliance with all applicable State and Federal statutes and regulations, including, but not limited to, HIPAA, California Confidentiality of Medical Information Act (CMIA), and California Welfare and Institutions Code section 5328. The Parties shall inform all of their employees and agents who perform services under this Agreement of the confidentiality provisions of all applicable statutes.
- c. The County is a “Covered Entity,” and the Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. As a Business Associate, Contractor agrees to comply with the terms of Revised Exhibit B – Attachment D to this Agreement, titled “Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement”.

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Attachment A - FRESNO COUNTY BEHAVIORAL HEALTH PLAN RIGHTS OF PERSONS SERVED

I. Grievances

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

II. Provider Problem Resolution and Appeals Process

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

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a. **Informal provider problem resolution process** – the provider may first speak to a Fresno County Department of Behavioral Health (DBH) team member regarding his or her complaint or concern.

The DBH Team Member 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 BHP address (listed above).

b. **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 BHP payment authorization, or the process or payment of a provider's claim to the BHP.

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

The BHP shall have sixty (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 BHP utilizes a DBH Team Member who was not involved in the initial denial or modification decision to determine the appeal decision.

If the DBH Team Member reverses the appealed decision, the provider will be asked to submit a revised request for payment within thirty (30) calendar days of receipt of the decision.

d. **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 BHP. The provider will receive a written response from the BHP within sixty (60) calendar days of receipt of the complaint. The decision rendered by the BHP is final.

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Attachment B - DOCUMENTATION STANDARDS FOR PERSON SERVED RECORDS

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

I. Assessments

- a. The following areas will be included as a part of a comprehensive record for each person served:
 - i. Presenting problems, including impairments in function, and current mental status exam.
 - ii. Traumatic incidents which include trauma exposures, trauma reactions, trauma screenings, and systems involvement if relevant
 - iii. Behavioral health history including mental health history, substance use/abuse, and previous services
 - iv. Medical history including physical health conditions, medications, and developmental history
 - v. Psychosocial factors including family, social and life circumstances, cultural considerations
 - vi. Strengths, risks, and protective factors, including safety planning
 - vii. Clinical summary, treatment recommendations, and level of care determination including diagnostic and clinical impression with a diagnosis
 - viii. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- b. Timeliness/Frequency Standard for Assessment
 - i. The time period to complete an initial assessment and subsequent assessments for SMHS is up to clinical discretion.
 - ii. Assessments shall be completed within a reasonable time and in accordance with generally accepted standards of practice.

II. Problem list

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- a. The use of a Problem List has largely replaced the use of treatment plans and is therefore required to be part of the record for each person served. The problem list shall be updated on an ongoing basis to reflect the current presentation of the person in care.
- b. The problem list shall include, but is not limited to, the following:
 - i. Diagnoses identified by a provider acting within their scope of practice
 - ii. Problems identified by a provider acting within their scope of practice
 - iii. Problems or illnesses identified by the person in care and/or significant support person if any
 - iv. The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed

III. Treatment and Care Plan Requirements

- a. Targeted Case Management
 - i. Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational, and other services needed by the person in care
 - ii. Identifies a course of action to respond to the assessed needs of the person in care
 - iii. Includes development of a transition plan when the person in care has achieved the goals of the care plan
 - iv. Peer support services must be based on an approved care plan
 - v. Must be provided in a narrative format in the person's progress notes
 - vi. Updated at least annually
- b. Services requiring Treatment Plans
 - i. Therapeutic Behavioral Services (TBS)
 - ii. Must have specific observable and/or specific quantifiable goals
 - iii. Must identify the proposed type(s) of intervention
 - iv. Must be signed (or electronic equivalent) by:
 1. the person providing the service(s), or
 2. a person representing a team or program providing services, or
 3. a person representing the MHP providing services when the plan for a person served is used to establish that the services are provided under the

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direction of an approved category of staff, and if the below staff are not the approved category,

4. a physician
 5. a licensed/ "waivered" psychologist
 6. a licensed/ "associate" social worker
 7. a licensed/ registered/marriage and family therapist or
 8. a registered nurse
- v. In addition:
1. Plans for each person served will be consistent with the diagnosis, and the focus of intervention will be consistent with the plan goals for the person served, and there will be documentation that the person served participated in and agreed with the plan. Examples of the documentation include, but are not limited to, reference to the participation by the person served and agreement by the person served in the body of the plan, the signature of the person served on the plan, or a description of the participation by the person served and agreement by the person served in progress notes.
 2. The signature on the plan by the person served will be used as the means by which the Contractor documents the participation of the person served. When the signature of the person served is required on the plan for the person served and the person served refuses or is unavailable for signature, the plan for the person served plan will include a written explanation of the refusal or unavailability.
 3. The Contractor will give a copy of the plan for the person served to the person served on request.

IV. Progress Notes

- a. Providers shall create progress notes for the provision of all SMHS. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description. Progress notes shall include:
 - i. The type of service rendered.
 - ii. A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
 - iii. The date that the service was provided to the beneficiary.

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- iv. Duration of the service, including travel and documentation time.
- v. Location of the beneficiary at the time of receiving the service.
- vi. A typed or legibly printed name, signature of the service provider and date of signature.
- vii. ICD 10 code
- viii. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- ix. Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.
- b. Timeliness/Frequency of Progress Notes
 - i. Progress notes shall be completed within 3 business days of providing a service, except for notes for crisis services, which shall be completed within 24 hours.
 - ii. A note must be completed for every service contact

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Attachment C - FRESNO COUNTY BEHAVIORAL HEALTH PLAN COMPLIANCE PROGRAM CODE OF CONDUCT

All Fresno County Behavioral/Mental Health Employees, Contractors (including Contractor's Employees/Subcontractors), Volunteers and Students will:

- I. Read, acknowledge, and abide by this Code of Conduct.
- II. Be responsible for reviewing and understanding Compliance Program policies and procedures including the possible consequences for failure to comply or failure to report such non-compliance.
- III. 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. Conduct yourself honestly, fairly, courteously, and with a high degree of integrity in your professional dealings related to your employment/contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County and the services it provides.
- IV. Practice good faith in transactions occurring during the course of business and never use or exploit professional relationships or confidential information for personal purposes.
- V. Promptly report any activity or suspected violation of the Code of Conduct, the policies and procedures of the County, the Compliance Program, or any other applicable law, regulation, rule or guideline. All reports may be made anonymously. 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.
- VI. Comply with not only the letter of Compliance Program and behavioral health policies and procedures, but also with the spirit of those policies and procedures as well as other rules or guidelines adopted by the County. Consult with your supervisor or the Compliance Office regarding any Compliance Program standard or other applicable law, regulation, rule or guideline.
- VII. Comply with all laws governing the confidentiality and privacy of information. Protect and retain records and documents as required by County contract/standards, professional standards, governmental regulations, or organizational policies.
- VIII. Comply with all applicable laws, regulations, rules, guidelines, and County policies and procedures when providing and billing behavioral health services. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided. Ensure that no false, fraudulent, inaccurate, or fictitious claims for

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payment or reimbursement of any kind are prepared or submitted. Ensure that claims are prepared and submitted accurately and timely and are consistent with all applicable laws, regulations, rules and guidelines. Act promptly to investigate and correct problems if errors in claims or billings are discovered.

- IX. Immediately notify your supervisor, Department Head, Administrator, or the Compliance Office if you become or may become an Ineligible/Excluded Person and therefore excluded from participation in the Federal health care programs.

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Attachment D - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

I. County is a “Covered Entity,” and Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that Contractor will create and/or receive Protected Health Information (“PHI”) from or on behalf of County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, Contractor, as a business associate of County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of Contractor.

II. Contractor, including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. Contractor shall not use such identifying information or genetic information for any purpose other than carrying out Contractor’s obligations under this Agreement.

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III. Contractor, including its subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary of the United States Department of Health and Human Services (“Secretary”), or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or authorized by law, Contractor shall make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

IV. For purposes of the above sections, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as fingerprint or voiceprint, or photograph.

V. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual(s), manifestation of disease or disorder of family members of an individual, or any request for or receipt of genetic services by individual or family members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

VI. Contractor shall provide access, at the request of County, and in the time and manner designated by County, to PHI in a designated record set (as defined in 45 CFR § 164.501), to an individual or to County in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if Contractor cannot provide access and provides the individual with the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or County.

Contractor shall make any amendment(s) to PHI in a designated record set at the request of County or individual, and in the time and manner designated by County in accordance with 45 CFR § 164.526.

Contractor shall provide to County or to an individual, in a time and manner designated by County, information collected in accordance with 45 CFR § 164.528, to permit County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

VII. Contractor shall report to County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of

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unsecured PHI not permitted by this Agreement of which Contractor becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to County’s Information Security Officer and Privacy Officer and County’s Department of Public Health (“DPH”) HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by County and shall provide a written report of the investigation and reporting required to County’s Information Security Officer and Privacy Officer and County’s DPH HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno	County of Fresno	County of Fresno
Department of Public Health	Department of Public Health	Office of Information Security
HIPAA Representative	Privacy Officer	Chief Information Security Officer
(559) 600-6439	(559) 600-6405	(559) 600-5810
P.O. Box 11867	P.O. Box 11867	333 W. Pontiac Way
Fresno, California 93775	Fresno, California 93775	Clovis CA, 93612

VIII. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by Contractor on behalf of County, in compliance with Parts the HIPAA Rules. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by Contractor on behalf of County, available to the Secretary upon demand. Contractor shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during Contractor’s normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary’s compliance or investigation review, if PHI is unavailable to Contractor and in possession of a subcontractor of Contractor, Contractor must certify to the Secretary its efforts to obtain the

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information from the subcontractor.

IX. Safeguards

Contractor shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of County and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. Contractor shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Upon County's request, Contractor shall provide County with information concerning such safeguards.

Contractor shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

- a. Passwords must **not** be:
 - i. Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
 - ii. A dictionary word; or
 - iii. Stored in clear text
- b. Passwords must be:
 - i. Eight (8) characters or more in length;
 - ii. Changed every ninety (90) days;
 - iii. Changed immediately if revealed or compromised; and
 - iv. Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 1. Upper case letters (A-Z);
 2. Lowercase letters (a-z);
 3. Arabic numerals (0 through 9); and

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4. Non-alphanumeric characters (punctuation symbols).

Contractor shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

- a. Network-based firewall and/or personal firewall;
- b. Continuously updated anti-virus software; and
- c. Patch management process including installation of all operating system/software vendor security patches.

Contractor shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. Contractor must apply appropriate sanctions against its employees who fail to comply with these safeguards. Contractor must adopt procedures for terminating access to PHI when employment of employee ends.

X. Mitigation of Harmful Effects

Contractor shall mitigate, to the extent practicable, any harmful effect that is suspected or known to Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by Contractor or its subcontractors in violation of the requirements of these provisions. Contractor must document suspected or known harmful effects and the outcome.

XI. Contractor's Subcontractors

Contractor shall ensure that any of its contractors, including subcontractors, if applicable, to whom Contractor provides PHI received from or created or received by Contractor on behalf of County, agree to the same restrictions, safeguards, and conditions that apply to Contractor with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

Nothing in this section XI or this exhibit authorizes Contractor to perform services under this Agreement using subcontractors.

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XII. Employee Training and Discipline

Contractor shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI, and discipline such employees who intentionally violate any provisions of these provisions, which may include termination of employment.

XIII. Termination for Cause

Upon County's knowledge of a material breach of these provisions by Contractor, County will either:

- a. Provide an opportunity for Contractor to cure the breach or end the violation, and County may terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or
- b. Immediately terminate this Agreement if Contractor has breached a material term of this exhibit and cure is not possible, as determined by County.
- c. If neither cure nor termination is feasible, County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

XIV. Judicial or Administrative Proceedings

County may terminate this Agreement if: (1) Contractor is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil proceeding in which Contractor is a party that Contractor has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws.

XV. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI received from County (or created or received by Contractor on behalf of County) that Contractor still maintains in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, Contractor shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision applies to PHI that is in the possession of subcontractors or agents, if applicable, of Contractor. If Contractor destroys the PHI data, a certification of date and time of destruction shall be provided to County by Contractor.

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XVI. Compliance with Other Laws

To the extent that other state and/or federal laws provide additional, stricter and/or more protective privacy and/or security protections to PHI or other confidential information covered under this BAA, Contractor agrees to comply with the more protective of the privacy and security standards set forth in the applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA Rules or are otherwise more favorable to the individual.

XVII. Disclaimer

County makes no warranty or representation that compliance by Contractor with these provisions, the HITECH Act, or the HIPAA Rules, will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.

XVIII. Amendment

The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of the HIPAA Rules, the HITECH Act and other applicable laws relating to the security or privacy of PHI. County may terminate this Agreement upon thirty (30) days written notice in the event that Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that County in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules, and the HITECH Act.

XIX. No Third-Party Beneficiaries

Nothing expressed or implied in the provisions of this exhibit is intended to confer, and nothing in this exhibit does confer, upon any person other than County or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XX. Interpretation

The provisions of this exhibit shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules, and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

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XXI. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA Rules means the section as in effect or as amended.

XXII. Survival

The respective rights and obligations of Contractor as stated in this exhibit survive the termination or expiration of this Agreement.

XXIII. No Waiver of Obligation

Change, waiver or discharge by County of any liability or obligation of Contractor under this exhibit on any one or more occasions is not a waiver of performance of any continuing or other obligation of Contractor and does not prohibit enforcement by County of any obligation on any other occasion.

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MINIMUM STAFFING LEVELS

Juvenile Justice Center - 17.5 Hour Coverage (5:30AM - 11:00PM)

Medical Service Staffing Plan Juvenile Justice Campus Facility Medical Staffing - 17.5 Hours									
Position	Scheduled Weekly Hours							Total Hours	FTE's
	SUN	MON	TUE	WED	THU	FRI	SAT		
Day Shift									
Health Services Administrator (RN)		8	8	8	8	8	8	40	1.0
Administrative Assistant		8	8	8	8			32	0.8
Medical Director		8						8	0.2
Nurse Practitioner		8	8	8	8	8		40	1.0
Registered Nurses (RNs), 0600-1830	12	12	12	12	12	12	12	84	2.1
Licensed Vocational Nurses (LVNs) 0600-1430	8	8	8	8	8	8	8	56	1.4
Dentist					8			8	0.2
Dental Assistant					8			8	0.2
Optometrist			4					4	0.1
Total Day Shift	20	52	48	60	44	36	20	280	7.0
Evening Shift									
RNs (1030-2300)	12	12	12	12	12	12	12	84	2.1
LVNs (1430-2300)	8	8	8	8	8	8	8	56	1.4
Total Evening Shift	20	20	20	20	20	20	20	140	3.5
Totals	40	72	68	80	64	56	40	420	10.5

Behavioral Health Services Staffing Plan Juvenile Justice Campus Facility Mental Health Staffing - 17.5 Hours									
Position	Scheduled Weekly Hours							Total Hours	FTE's
	SUN	MON	TUE	WED	THU	FRI	SAT		
Day Shift									
Psychiatrist				8				8	0.2
LCSW/LMFT/LPCC	8	16	16	16	16	16	8	96	2.4
Administrative Assistant								0	0
Total Day Shift	8	16	16	24	16	16	8	104	2.6
Evening Shift									
LCSW/LMFT/LPCC (1430-2300)	8	8	8	8	8	8	8	56	1.4
Total Evening Shift	8	8	8	8	8	8	8	56	1.4
Total	16	24	24	32	24	24	16	160	4.00

Revised Exhibit E

SUD Staffing (Substance Abuse Unit, New Horizons and Discharge Planning Programs)									
Position	Scheduled Weekly Hours - 8 Hours							Total Hours	FTE's
	SUN	MON	TUE	WED	THU	FRI	SAT		
Day Shift									
MHC		8	8	8	8	8	8	40	1.0
MHP		0	0	0	0	0	0	0	0.0
Discharge Planner (LVN)		8	8	8	8	8	8	40	1.0
SUD Counselor		16	16	16	16	16	16	80	2.0
Total Day Shift		32	32	32	32	32	32	160	4.0
Total	0	32	32	32	32	32	0	160	4.0

MEDICAL, MENTAL HEALTH and SUD TOTAL	56	128	124	144	120	112	56	740	18.5
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Revised Exhibit K

PAYMENT SCHEDULE - 17.5 Hour Schedule
BASE AMOUNT EXCLUDES IN-PATIENT CARE SERVICES*

	YEAR 1 7/1/2024 - 6/30/2025	YEAR 2 7/1/2025 - 6/30/2026	YEAR 3 7/1/2026 - 6/30/2027	YEAR 4** 7/1/2027 - 6/30/2028	YEAR 5 7/1/2028 - 6/30/2029
Base Amount*	\$ 4,010,175	\$ 4,210,684	\$ 4,421,218	\$ 4,642,279	\$ 4,874,393
		up to 5%	up to 5%	up to 5%	up to 5%

MONTHLY TOTALS:

JULY	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
AUGUST	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
SEPTEMBER	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
OCTOBER	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
NOVEMBER	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
DECEMBER	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
JANUARY	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
FEBRUARY	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
MARCH	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
APRIL	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
MAY	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
JUNE	\$ 334,181.25	\$ 350,890.31	\$ 368,434.83	\$ 386,856.57	\$ 406,199.40
	\$ 4,010,175	\$ 4,210,684	\$ 4,421,218	\$ 4,642,279	\$ 4,874,393

YEARS 1-3 TOTAL: \$ 12,642,077

YEARS 1-5 TOTAL:** \$ 22,158,748

* Subsequent years after year one includes a percent increase equal to 3.5% or the National Consumer Price Index, not to exceed a maximum of 5%.

** Years four and five are additional 12-month period extensions, if performance standards are met by the Contractor.

*** Cost savings resulting from the staffing conversion from Mental Health Professional to SUD Counselor shall be applied as a \$3,446.25 credit to the monthly base amount.

Revised Exhibit K

CalAIM JI PAYMENT

Medi-Cal Billing Service Fee

Contractor shall use a subcontractor to provide the billing for CalAIM JI Medi-Cal services.

County shall pay to Contractor performance fees equal to seven percent (7%) of gross CalAIM JI Medi-Cal revenue funds received by County for each month period relating to billing services provided by Contractor and its subcontractor. The billing fee applies only to reimbursed CalAIM claims and not to staffing or program costs.

Contractor agrees not to bill the County for services covered by detained youth eligible for Medi-Cal and/or Medi-Cal Rx, including those detained youth eligible for benefits under the CalAIM JI initiative. Contractor shall retain all pharmacy claims submitted to the DHCS through Medi-Cal Rx for those detained youth eligible under CalAIM JI and make available to County upon request. Contractor agrees to submit revised detailed monthly invoices for services completed in prior months to ensure compliance with this Agreement.

IT Start-up and Integration Fees

County shall pay to Contractor one-time fees associated with IT integration and interfaces as outlined in the following table:

Line Item	One-Time Cost
Billing Solution Integration	\$4,800
PRI MS/CorEMR Interface Modification	\$600
Total One-Time Fee	\$5,400

Revised Exhibit L

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Three Million Dollars (\$3,000,000) per occurrence and an annual aggregate of Six Million Dollars (\$6,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall provide a blanket endorsement to this policy on behalf of the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy for the sole negligence of Contractor.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **All Risk Property Insurance.** Contractor will provide property coverage or self-insurance for the full replacement value of the County's Personal Property in possession of Contractor and/or used 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. Each claim made under the All Risk Property Insurance program shall be capped at \$50,000.
- (D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (E) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (F) **Professional Liability.** Professional liability insurance with limits of not less than Three Million Dollars (\$3,000,000) per claim and an annual aggregate of Six Million Dollars (\$6,000,000). If Contractor has a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of four years after completion of services under this Agreement. Coverage must include sexual abuse / molestation liability coverage.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The

Revised Exhibit L

cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Article 18 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy which may be evidenced through a blanket waiver of subrogation.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.

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- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted or non-admitted insurers licensed or authorized to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A-: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Revised Exhibit L

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.