

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (Agreement No. 20-236) dated June 20, 2023 and is by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and each PROVIDER listed in Revised Exhibit A, attached hereto and by this reference incorporated herein (hereinafter collectively referred to as "PROVIDER") and such additional PROVIDERS as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each PROVIDER, unless otherwise specified.

Recitals

- A. COUNTY, through its Department of Behavioral Health, is a Mental Health Plan as defined in Title 9 of the California Code of Regulations (C.C.R.), section 1810.226; and
- B. COUNTY, through its Mental Health Plan, is in need of providers to provide specialty mental health services to certain COUNTY's Medi-Cal beneficiaries; and
- C. On, June 23, 2020, the COUNTY and PROVIDER entered into the Master Agreement for Individual and Group Providers for the Fresno COUNTY Mental Health Plan, COUNTY Agreement Number 20-236, for specialty mental health services for COUNTY Medi-Cal recipients.
- D. Changes to the Agreement are necessary due the Department of Health Care Services' implementation of California Advancing and Innovating Medi-Cal (CalAIM), which includes a new billing structure that PROVIDERS must utilize; and
- E. COUNTY now desires to add PROVIDERS Erene Soliman Psychologist INC., Esperanza Family Counseling, and Healing Hope Inc. to the Agreement; and
- F. The COUNTY and PROVIDER now desire to amend the Agreement to add contract language and billing structure as required by the CalAIM initiative and to add additional contractors; and

The parties therefore agree as follows:

1. The Agreement is being extended through this Amendment for the first additional twelve (12) month period from July 1, 2023 through June 30, 2024.

2. All references to Exhibit A shall be deemed references to Revised Exhibit A, which is attached and incorporated by this reference.

3. All references to Exhibit B shall be deemed references to Revised Exhibit B, which is attached and incorporated by this reference.

4. All references to Exhibit C shall be deemed references to Revised Exhibit C, which is attached and incorporated by this reference.

5. All references to Exhibit D shall be deemed references to Revised Exhibit D, which is attached and incorporated by this reference.

6. All references to Exhibit E shall be deemed references to Revised Exhibit E, which is attached and incorporated by this reference.

7. Section One (1) of the Agreement, beginning on page three (3), line twenty-five (25), with the word "In" and ending on page three (3), line twenty-seven (27), with the word "prepaid" is amended to add the following:

"Basic Information Requirements. PROVIDER shall provide information in a manner and format that is easily understood and readily accessible to the persons served (42 C.F.R. § 438.10(c)(1)). PROVIDER 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). PROVIDER 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.

PROVIDER shall provide the required information in this section to each individual receiving 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)).

PROVIDER 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.

PROVIDER 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)).

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

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

Language and Format. PROVIDER shall provide all written materials 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)).

PROVIDER shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the person served or potential person served at no cost.

PROVIDER 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 PROVIDER's mental health education materials, available in the prevalent non-English languages in the COUNTY (42 C.F.R. § 438.10(d)(3)).

PROVIDER shall 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, sub©(e), para. (4)).

PROVIDER 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)).

PROVIDER 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).

Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size, no smaller than twelve (12) point font.

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 PROVIDER. Beneficiary informing materials include but are not limited to:

- a. Guide to Medi-Cal Mental Health Services
- b. COUNTY Beneficiary Handbook (BHIN 22-060)
- c. Provider Directory
- d. Advance Health Care Directive Form (required for adults only)
- e. Notice of Language Assistance Services available upon request at no cost
- f. Language Taglines
- g. Grievance/Appeal Process and Form
- h. Notice of Privacy Practices
- i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving individuals under the age of 21)
- j. PROVIDER shall ensure the following beneficiary informing materials are displayed in the threshold languages of Fresno County at all service sites:

- 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

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 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 Managed Care Division. PROVIDER will ensure that its written materials include taglines or that an additional taglines document is available.

Beneficiary Handbook. PROVIDER shall provide each persons 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.

PROVIDER 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.

Accessibility. Required informing materials must be electronically available on PROVIDER's website and must be physically available at the PROVIDER'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.

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

- a. Mails a printed copy of the information to the persons served's mailing address before the individual receives their first specialty mental health service;
- b. Mails a printed copy of the information upon the individual's request to their mailing address;
- c. Provides the information by email after obtaining the persons served's agreement to receive the information by email;
- d. Posts the information on the PROVIDER'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
- e. Provides the information by any other method that can reasonably be expected to result in the person served receiving that information. If PROVIDER 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 persons served's file.

Provider Directory. PROVIDER must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.

PROVIDER 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.

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

8. Section Five (5) of the Agreement, beginning on page ten (10), line twenty-six (26), with the word “Group” and ending on page ten (10), line twenty-eight (28), with the word “system” is amended to add the following:

“Applicable Fees. PROVIDER shall not charge any persons served or third-party payers any fee for service unless directed to do so by the COUNTY’s DBH Director or designee at the time the individual is referred for services. When directed to charge for services, PROVIDER shall use the uniform billing and collection guidelines prescribed by DHCS.

PROVIDER will perform eligibility and financial determinations, in accordance with DHCS’ Uniform Method of Determining Ability to Pay (UMDAP), for all individuals unless directed otherwise by the COUNTY’s DBH Director or designee.

PROVIDER shall not submit a claim to, or demand or otherwise collect reimbursement from, the person served or persons acting on behalf of the person served for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9, §1810.365(c).

The PROVIDER must not bill persons served, for covered services, any amount greater than would be owed if the COUNTY provided the services directly as per and otherwise not bill persons served as set forth in 42 C.F.R. § 438.106.

If a person served has dual coverage, such as other health coverage (OHC) or Federal Medicare, PROVIDER will be responsible for billing the carrier and obtaining a payment/denial or have validation of claiming with no response for ninety (90) days after the claim was mailed before the service can be entered into the COUNTY’s electronic health record/information system. PROVIDER must report all third-party collections for Medicare, third-party or client-pay or private-pay in each month. A copy of explanation of benefits or CMS 1500 form is required as documentation. PROVIDER must comply with all laws and regulations governing the Federal Medicare program, including, but not limited to: 1) the requirement of the

Medicare Act, 42 U.S.C. section 1395 et seq; and 2) the regulation and rules promulgated by the Federal Centers for Medicare and Medicaid Services as they relate to participation, coverage and claiming reimbursement. PROVIDER will be responsible for compliance as of the effective date of each Federal, State or local law or regulation specified.

Restrictions and Limitations. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by COUNTY or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by COUNTY, state, or federal funding sources for the term of the Agreement. If the federal or state governments reduce financial participation in the Medi-Cal program, COUNTY agrees to meet with PROVIDER to discuss renegotiating the services required by this Agreement. Funding is provided by fiscal year. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years."

9. Section Seven (7) of this Agreement, beginning on page fifteen (15), line twelve (12), with the word "Any" and ending on page fifteen (15) line twenty (20) with the word "change" shall be deleted in its entirety and replaced with:

"Except as provided in Section Three (3), "Termination," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The PROVIDER acknowledges that COUNTY employees have no authority to modify this Agreement except as expressly provided in this Agreement.

In addition, changes to service rates on Exhibit B that do not exceed 3% of the approved rate, or that are needed to accommodate state-mandated rate increases, may be made with the written approval of the DBH Director or designee. These rate changes may not add or alter any other terms or conditions of the Agreement. Said modifications shall not result in any change to the maximum compensation amount payable to PROVIDER, as stated herein."

10. Section Eight (8) of the Agreement, beginning on page fifteen (15), line twenty-two (22), with the word "COUNTY's" and ending on page sixteen (16), line nine (9), with the word "individuals" shall be deleted in its entirety and replace with:

“The COUNTY reserves the right at any time during the term of this Agreement to add PROVIDERS to and remove PROVIDERS from Revised Exhibit A, “List of Providers”. It is understood any such additions and removals will not affect compensation paid to the other PROVIDERS under this Agreement and therefore such additions and removals may be made by COUNTY without notice, or approval, of other PROVIDERS under this Agreement. The COUNTY’s DBH Director, or designee, may remove a PROVIDER from the Agreement where there is mutual written consent between the DBH Director and PROVIDER.

Subcontractors. PROVIDER shall obtain written approval from COUNTY’s Department of Behavioral Health Director, or designee before subcontracting any of the services delivered under this Agreement. COUNTY’s Department of Behavioral Health Director, or designee retains the right to approve or reject any request for subcontracting services. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. PROVIDER shall be held primarily responsible by COUNTY for the performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by COUNTY’s Department of Behavioral Health Director, or designee. The use of subcontractors by PROVIDER shall not entitle PROVIDER to any additional compensation that is provided for under this Agreement.

PROVIDER shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, all SMHS provided by third parties under subcontracts, whether approved by the COUNTY or not.”

11. Section Thirteen (13) of the Agreement, beginning on page nineteen (19), line nine (9), with the word “All” and ending on page nineteen (19) line eleven (11), with the word “Agreement” is amended to add the following:

“Access to Records. PROVIDER shall provide COUNTY with access to all documentation of services provided under this Agreement for COUNTY’s use in administering this Agreement. PROVIDER shall allow COUNTY, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized Federal and State agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all

records, documents, and the premises, equipment and facilities maintained by the PROVIDER pertaining to such services at any time and as otherwise required under this Agreement.

Electronic Health Record. PROVIDER may maintain its records in COUNTY's electronic health record (EHR) system in accordance with Revised Exhibit D, "Documentation Standards for Persons Served Records", as licenses become available. The person served record shall begin with registration and intake, and include person served authorizations, assessments, plans of care, and progress notes, as well as other documents as approved by COUNTY. COUNTY shall be allowed to review records of all and any services provided. If PROVIDER determines to maintain its records in the COUNTY's EHR, it shall provide COUNTY's DBH Director, or his or her designee, with a thirty (30) day notice. If at any time PROVIDER chooses not to maintain its records in the COUNTY's EHR, it shall provide COUNTY's DBH Director, or designee, with thirty (30) days advance written notice and PROVIDER will be responsible for obtaining its own system, at its own cost, for electronic health records management.

Disclaimer

COUNTY makes no warranty or representation that information entered into the COUNTY's DBH EHR system by PROVIDER will be accurate, adequate, or satisfactory for PROVIDER's own purposes or that any information in PROVIDER's possession or control, or transmitted or received by PROVIDER, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. PROVIDER is solely responsible for person served information entered by PROVIDER into the COUNTY's DBH EHR system. PROVIDER agrees that all Private Health Information (PHI) maintained by PROVIDER in COUNTY's DBH EHR system will be maintained in conformance with all HIPAA laws, as stated in Section 20, 'Health Insurance Portability and Accountability Act.'"

12. Section Fifteen (15) of this Agreement, beginning on page nineteen (19), line twenty-four (24), with the word "PROVIDERS" and ending on page nineteen (19) line twenty-seven (27) with the word "Agreement" shall be deleted in its entirety and replaced with:

“Right to Monitor. COUNTY, or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, records of persons served, other pertinent items as requested, and shall have absolute right to monitor the performance of PROVIDER in the delivery of services provided under this Agreement. Full cooperation shall be given by the PROVIDER in any auditing or monitoring conducted, according to this agreement.

Accessibility. PROVIDER shall make all of its premises, physical facilities, equipment, books, records, documents, agreements, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by COUNTY, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Controller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten years from the final date of the Agreement period or in the event the PROVIDER has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

The COUNTY, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the PROVIDER at any time if there is a reasonable possibility of fraud or similar risk. The Department’s inspection shall occur at the PROVIDER’s place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).

Cooperation. PROVIDER shall cooperate with COUNTY in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by COUNTY. Should COUNTY identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, COUNTY may audit, monitor,

and/or request information from PROVIDER to ensure compliance with laws, regulations, and requirements, as applicable.

Probationary Status. COUNTY reserves the right to place PROVIDER on probationary status, as referenced in the Probationary Status Article, should PROVIDER fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, PROVIDER may be subject to Probationary Status or termination if agreement monitoring and auditing corrective actions are not resolved within specified timeframes.

Record Retention. PROVIDER shall retain all records and documents originated or prepared pursuant to PROVIDER's performance under this Agreement, including grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to PROVIDER's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, records of persons served, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for persons served.

Record Maintenance. PROVIDER shall maintain all records and management books pertaining to service delivery and demonstrate accountability for agreement performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal

Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.

PROVIDER shall maintain records of persons served and community service in compliance with all regulations set forth by local, state, and federal requirements, laws, and regulations, and provide access to clinical records by COUNTY staff.

PROVIDER shall comply with the Article 18 and Article 1 regarding relinquishing or maintaining medical records.

PROVIDER shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.

Financial Reports. PROVIDER shall submit audited financial reports on an annual basis to the COUNTY. The audit shall be conducted in accordance with Generally Accepted Accounting Principles and generally accepted auditing standards.

Agreement Termination. In the event the Agreement is terminated, ends its designated term or PROVIDER ceases operation of its business, PROVIDER shall deliver or make available to COUNTY all financial records that may have been accumulated by PROVIDER or subcontractor under this Agreement, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

Facilities and Assistance. PROVIDER shall provide all reasonable facilities and assistance for the safety and convenience of the COUNTY's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of PROVIDER.

COUNTY Discretion to Revoke. COUNTY has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the COUNTY or DHCS determines PROVIDER has not performed satisfactorily.

Site Inspection. Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, PROVIDER shall permit authorized COUNTY, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. PROVIDER shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work of the PROVIDER.

Quality Improvement Activities and Participation. PROVIDER shall comply with the COUNTY's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the COUNTY to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards. PROVIDER shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the COUNTY in relation to State and Federal requirements and responsibilities, to improve health outcomes and individuals' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the COUNTY, mechanisms to detect both underutilization and overutilization of services, individual and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and person served grievances. PROVIDER shall measure, monitor, and annually report to the COUNTY its performance."

13. Section Seventeen (17) of the Agreement, beginning on page twenty (20), with line six (6), beginning with the word "PROVIDERS" and ending on page twenty (20) line eight (8), "subcontractors" is amended with the following:

“PROVIDER shall provide services in conformance with all applicable State and Federal statutes, regulations and subregulatory guidance, as from time to time amended, including but not limited to:

- a. California Code of Regulations, Title 9;
- b. California Code of Regulations, Title 22;
- c. California Welfare and Institutions Code, Division 5;
- d. United States Code of Federal Regulations, Title 42, including but not limited to Parts 438 and 455;
- e. United States Code of Federal Regulations, Title 45;
- f. United States Code, Title 42 (The Public Health and Welfare), as applicable;
- g. Balanced Budget Act of 1997;
- h. Health Insurance Portability and Accountability Act (HIPAA); and
- i. Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of COUNTY’s, state or federal contracts governing services for persons served. In the event any law, regulation, or guidance referred to in this section is amended during the term of this Agreement, the parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.”

14. Section Eighteen (18) of the Agreement, beginning on page twenty (20), line twelve (12), beginning with the word “PROVIDERS” and ending on page twenty (20) line twenty-three (23) with the word “designee” shall be deleted in its entirety and replace with:

“Credentialing and Recredentialing. PROVIDER must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider’s privileges.

Failure to comply with specified requirements can result in suspension or termination of an individual or provider.

Upon request, the PROVIDER must demonstrate to the COUNTY that they qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified. PROVIDER must not employ or subcontract with providers debarred, suspended, or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

PROVIDERS shall continue to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained to complete the re-credentialing process.

Criminal Background Check. PROVIDER shall consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). PROVIDER shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

Guiding Principles. PROVIDER shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit I, "Fresno County Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto and by this reference incorporated herein and made part of this Agreement.

Timely Access. It is the expectation of the COUNTY that PROVIDER provide timely access to services that meet the State of California standards for care. COUNTY shall take corrective action if there is a failure to comply by PROVIDER with timely access standards.

Rights of Persons Served. PROVIDER shall take all appropriate steps to fully protect individual's clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100.

15. Section Twenty (20) of the Agreement, beginning on page twenty-one (21), line two (2), beginning with the word "COUNTY" and ending on page twenty-one (21) line fifteen (15), with the word "CFR" shall be deleted in its entirety and replaced with:

"Health Insurance Portability and Accountability Act. COUNTY and PROVIDER 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 PROVIDER acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

COUNTY and PROVIDER intend to protect the privacy and provide for the security of PHI pursuant to the 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 PROVIDER to enter into a 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.

Physical Accessibility. In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, PROVIDER must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities."

16. Section Twenty-one (21) of the Agreement, beginning on page twenty-one (21), line seventeen (17), beginning with the word "For" and ending on page twenty-three (23) line three (3), with the word "notification" shall be deleted in its entirety and replaced with:

"Data Security Requirements. PROVIDER shall comply with data security requirements in Exhibit L to this Agreement."

17. Section Twenty-three (23) of the Agreement, beginning on page twenty-three (23), line twenty-eight (28), beginning with the word “As” and ending on page twenty-five (25) line five (5), with the word “programs” shall be deleted in its entirety and replaced with:

“General. All services, policies and procedures must be culturally and linguistically appropriate. PROVIDER must participate in the implementation of the most recent Cultural Competency Plan for the COUNTY and shall adhere to all cultural competency standards and requirements. PROVIDER shall participate in the COUNTY's efforts to promote the delivery of services in a culturally competent and equitable manner to all individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity including active participation in the COUNTY's Diversity, Equity and Inclusion Committee.

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

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

Interpreter Qualifications. PROVIDER shall ensure that employees, agents, subcontractors, and/or partners who interpret or translate for a beneficiary or who directly

communicate with a beneficiary in a language other than English (1) have completed annual training provided by COUNTY at no cost to PROVIDER; (2) have demonstrated proficiency in the beneficiary's language; (3) can effectively communicate any specialized terms and concepts specific to PROVIDER's services; and (4) adheres to generally accepted interpreter ethic principles. As requested by COUNTY, PROVIDER shall identify all who interpret for or provide direct communication to any program beneficiary in a language other than English and identify when the PROVIDER last monitored the interpreter for language competence.

CLAS Standards. PROVIDER shall submit to COUNTY for approval, within ninety (90) days from date of contract execution, PROVIDER's plan to address all fifteen (15) National Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the Office of Minority Health and as set forth in Exhibit M "National Standards on Culturally and Linguistically Appropriate Services", attached hereto and incorporated herein by reference and made part of this Agreement. As the CLAS standards are updated, PROVIDER's plan must be updated accordingly. As requested by COUNTY, PROVIDER shall be responsible for conducting an annual CLAS self-assessment and providing the results of the self-assessment to the COUNTY. The annual CLAS self-assessment instruments shall be reviewed by the COUNTY and revised as necessary to meet the approval of the COUNTY.

Training Requirements. Cultural competency training for PROVIDER staff should be substantively integrated into health professions education and training at all levels, both academically and functionally, including core curriculum, professional licensure, and continuing professional development programs. As requested by COUNTY, PROVIDER shall report on the completion of cultural competency trainings to ensure direct service providers are completing a minimum of eight (8) hours of cultural competency training annually.

Continuing Cultural Competence. PROVIDER shall create and sustain a forum that includes staff at all agency levels to discuss cultural competence. PROVIDER shall designate a representative from PROVIDER's team to attend COUNTY's Diversity, Equity and Inclusion Committee."

18. Section Twenty-five (25) of the Agreement, beginning on page twenty-five (25), line fifteen (15), beginning with the number “25” and ending on page twenty-six (26) line three (3), with the word “costs” shall be deleted in its entirety and replaced with:

“25. Additional Financial Requirements

COUNTY has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

PROVIDER must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

PROVIDER agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.

Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the COUNTY failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

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

PROVIDER Prohibited from Redirection of Contracted Funds. PROVIDER may not redirect or transfer funds from one funded program to another funded program under which PROVIDER provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

PROVIDER may not charge services delivered to an eligible person served under one funded program to another funded program unless the person served is also eligible for services under the second funded program.

Financial Audit Report Requirements for Pass-Through Entities. If COUNTY determines that PROVIDER is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., PROVIDER represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. PROVIDER shall observe and comply with all applicable financial audit report requirements and standards.

Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the COUNTY. COUNTY programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

PROVIDER will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the COUNTY’s DBH Director or designee. The COUNTY’s Director or designee is responsible for providing the audit report to the COUNTY Auditor.

PROVIDER must submit any required corrective action plan to the COUNTY simultaneously with the audit report or as soon thereafter as it is available. The COUNTY shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.”

19. Section Twenty-six (26) of the Agreement, beginning on page twenty-six (26), line four (4), with the word “A.” and ending on page twenty-six (26) line twenty-three (23), with the word “later” shall be deleted in its entirety and replace with:

“If PROVIDER expends Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, PROVIDER agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as

set forth in Office of Management and Budget (OMB) 2 CFR 200. PROVIDER shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, PROVIDER must include a corrective action plan signed by an authorized individual. PROVIDER agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DBH Finance Division for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or may result in the inability of COUNTY to enter into future agreements with PROVIDER. All audit costs related to this Agreement are the sole responsibility of PROVIDER.

A single audit report is not applicable if PROVIDER's Federal contracts do not exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or PROVIDER's only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by PROVIDER to COUNTY as a minimum requirement to attest to PROVIDER solvency. Said audit report shall be delivered to COUNTY's DBH Finance Division for review no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of PROVIDER who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall be billed to PROVIDER at COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

PROVIDER shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Controller General of the United States, the

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

20. Section Twenty-eight (28) of the Agreement, beginning on page twenty-seven (27), line seventeen (17), with the word “PROVIDERS” and ending on page twenty-eight (28) line nineteen (19), with the word “Matters” shall be deleted in its entirety and replaced with:

“Applicability. PROVIDER is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively referred to as “PROVIDER”):

a. Within the three (3) year period preceding the Agreement award, they have been convicted of, or had a civil judgment tendered against them for:

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

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

Duty to Disclose. Disclosure of the above information will not automatically eliminate PROVIDER from further business consideration. The information will be considered as part of the determination of whether to continue and/or renew this Agreement and any additional information or explanation that PROVIDER elects to submit with the disclosed information will be considered. If it is later determined that the PROVIDER failed to disclose required information, any contract awarded to such PROVIDER may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

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

Certification of Non-exclusion or Suspension From Participation in a Federal Health Care Program:

a. In entering into this Agreement, PROVIDER certifies that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of this Agreement.

b. In entering into this Agreement, PROVIDER certifies, that the PROVIDER does not employ or subcontract with providers or have other relationships with providers excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. PROVIDER shall conduct initial and monthly exclusion and suspension searches of the following databases and provide evidence of these completed searches when requested by COUNTY, DHCS or the US Department of Health and Human Services (DHHS):

1. www.oig.hhs.gov/exclusions - Office of Inspector General’s List of Excluded Individuals/Entities (LEIE) Federal Exclusions

2. www.sam.gov/content/exclusions - General Service Administration (GSA) Exclusions Extract

3. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List

4. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)

5. any other database required by DHCS or US DHHS.

c. In entering into this Agreement, PROVIDER certifies, that PROVIDER does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. PROVIDER shall check the database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the COUNTY, DHCS or the US DHHS.

d. PROVIDER is required to notify COUNTY immediately if PROVIDER becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.

e. PROVIDER shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

f. PROVIDER must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's LEIE, the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.

g. If PROVIDER finds a provider that is excluded, it must promptly notify the COUNTY as per 42 C.F.R. § 438.608(a)(2), (4). The PROVIDER shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments

made to an excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.”

21. Section Twenty-Nine (29) of the Agreement, beginning on page twenty-eight (28), line twenty-one (21), with the word “This” and ending on page twenty-nine (29) line three (3), with the word “thereafter” shall be deleted in its entirety and replaced with:

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

Duty to Disclose. PROVIDER must disclose the following information as requested in the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement, Exhibit K:

- a. Disclosure of 5% or More Ownership Interest:
- b. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.
- c. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.
- d. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
- e. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)
- f. Disclosures Related to Business Transactions:
- g. The ownership of any subcontractor with whom PROVIDER has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.

h. Any significant business transactions between PROVIDER and any wholly owned supplier, or between PROVIDER and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

i. Disclosures Related to Persons Convicted of Crimes:

j. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)

k. COUNTY shall terminate the enrollment of PROVIDER if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.

PROVIDER must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in PROVIDER ownership or upon request of COUNTY. COUNTY may refuse to enter into an agreement or terminate an existing agreement with PROVIDER if PROVIDER fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if PROVIDER did not fully and accurately make the disclosure as required.

PROVIDER must provide the COUNTY with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. PROVIDER must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

Reporting. Submissions shall be scanned pdf copies and are to be sent via email to mcare@fresnocountyca.gov. COUNTY may deny enrollment or terminate this Agreement where any person with five (5) percent or greater direct or indirect ownership interest in PROVIDER has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years. COUNTY may terminate this Agreement where any person with five (5) percent or greater direct or indirect ownership

interest in the PROVIDER did not submit timely and accurate information and cooperate with any screening method required in CFR, Title 42, Section 455.416.”

22. Section Thirty (30) of the Agreement, beginning on page twenty-nine (29), line five (5), with the word “PROVIDERS” and ending on page twenty-nine (29) line twenty-four (24), with the word “Agreement” shall be deleted in its entirety and replaced with:

“PROVIDER agrees to comply with COUNTY’s PROVIDER Code of Conduct and Ethics and the COUNTY’s Compliance Program in accordance with Revised Exhibit C. Within thirty (30) days of entering into this Agreement with COUNTY, PROVIDER shall ensure all of PROVIDER’s employees, agents, and subcontractors providing services under this Agreement certify in writing, that he or she has received, read, understood, and shall abide by the PROVIDER Code of Conduct and Ethics. PROVIDER shall ensure that within thirty (30) days of hire, all new employees, agents, and subcontractors providing services under this Agreement shall certify in writing that he or she has received, read, understood, and shall abide by the PROVIDER Code of Conduct and Ethics. PROVIDER understands that the promotion of and adherence to the PROVIDER Code of Conduct is an element in evaluating the performance of PROVIDER and its employees, agents, and subcontractors.

Within thirty (30) days of entering into this Agreement, and annually thereafter, all employees, agents, and subcontractors providing services under this Agreement shall complete general compliance training, and appropriate employees, agents, and subcontractors shall complete documentation and billing or billing/reimbursement training. All new employees, agents, and subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is required to attend training shall certify in writing that he or she has received the required training. The certification shall specify the type of training received and the date received. The certification shall be provided to COUNTY’s DBH Compliance Officer at 1925 E. Dakota Ave, Fresno, California 93726. PROVIDER agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of PROVIDER’s violation of the terms of this Agreement.

Network Adequacy. The PROVIDER 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)).

PROVIDER 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.

PROVIDER 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 PROVIDER shall provide a person served the ability to choose the person providing services to them.

Compliance Program, Including Fraud Prevention and Overpayments.

PROVIDER shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

- a. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Agreement, and all applicable federal and state requirements.
- b. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
- c. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.

d. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.

e. Effective lines of communication between the Compliance Officer and the organization's employees.

f. Enforcement of standards through well-publicized disciplinary guidelines.

g. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Agreement.

h. The requirement for prompt reporting and repayment of any overpayments identified.

Reporting. PROVIDER must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. PROVIDER must report fraud and abuse information to the COUNTY including but not limited to:

a. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),

b. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),

c. Information about changes in a persons served's circumstances that may affect the person served's eligibility including changes in their residence or the death of the person served as per 42 C.F.R. § 438.608(a)(3).

d. Information about a change in the PROVIDER's circumstances that may affect the network provider's eligibility to participate in the managed care

program, including the termination of this Agreement with the PROVIDER as per 42 C.F.R. § 438.608(a)(6).

PROVIDER shall implement written policies that provide detailed information about the False Claims Act (“Act”) and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.

PROVIDER shall make prompt referral of any potential fraud, waste or abuse to COUNTY or potential fraud directly to the State Medicaid Fraud Control Unit.

Overpayments. COUNTY may suspend payments to PROVIDER if DHCS or COUNTY determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).

PROVIDER shall report to COUNTY all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. PROVIDER shall return any overpayments to the COUNTY within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).”

23. Section Thirty-two (32) of the Agreement, beginning on page thirty-two (32), line seven (7), with the word “PROVIDERS” and ending on page thirty-two (32) line twenty (20), with the letter “H” shall be deleted in its entirety and replaced with:

“Documentation. PROVIDER shall log complaints and the disposition of all complaints from a person served or their family. PROVIDER 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. PROVIDER shall allow beneficiaries or their representative to file a grievance either orally, or in writing at any time with the Mental health Plan. In the event PROVIDER is notified by a beneficiary or their representative of a discrimination grievance, subcontractor shall report discrimination grievances to the Mental Health Plan within 24 hours. The PROVIDER shall not require a beneficiary or their representative to file a Discrimination Grievance with the Mental

Health Plan before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights..

Rights of Persons Served. PROVIDER shall post signs informing persons served of their right to file a complaint or grievance, appeals, and expedited appeals. In addition, PROVIDER shall inform every person served of their rights as set forth in Exhibit G.

Incident Reporting. PROVIDER shall file an incident report for all incidents involving persons served, following the protocol identified in Exhibit H.”

24. Section Thirty-three (33) of the Agreement, beginning on page thirty-two (32), line twenty-four (24), with the word “Notwithstanding” and ending on page thirty-three (33) line two (2), with the word “expenses(s)” is amended to add the following:

“Communication products must follow DBH graphic standards, including typefaces and colors, to communicate our authority and project a unified brand. This includes all media types and channels and all materials on and offline that are created as part of DBH’s efforts to provide information to the public.”

25. Section Thirty-five (35) of the Agreement, beginning on page thirty-three (33), line eight (8), with the word “PROVIDERS” and ending on page thirty-three (33) line fifteen (15), with the number “8546.7” shall be deleted in its entirety and replaced with:

Internal Auditing. PROVIDERs of sufficient size as determined by COUNTY shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.

In addition, PROVIDERs with medication prescribing authority shall adhere to COUNTY’s medication monitoring review practices. PROVIDER shall provide COUNTY with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through PROVIDER’s internal audit process. PROVIDER shall provide this notification and summary to COUNTY as requested by the COUNTY.

Confidentiality in Audit Process. PROVIDER and COUNTY mutually agree to maintain the confidentiality of PROVIDER's records and information of persons served, in compliance with all applicable State and Federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. PROVIDER shall inform all its officers, employees, and agents of the confidentiality provisions of all applicable statutes.

PROVIDER's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

PROVIDER's records shall be maintained as required by DBH and DHCS on forms furnished by DHCS or the COUNTY. All statistical data or information requested by the COUNTY's DBH Director or designee shall be provided by the PROVIDER in a complete and timely manner.

Reasons for Recoupment. COUNTY will conduct periodic audits of PROVIDER files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.

Such audits may result in requirements for PROVIDER to reimburse COUNTY for services previously paid in the following circumstances:

- a. Identification of Fraud, Waste or Abuse as defined in federal regulation
 - (1) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - (2) Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals>
- b. Overpayment of PROVIDER by COUNTY due to errors in claiming or documentation.
- c. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

PROVIDER shall reimburse COUNTY for all overpayments identified by PROVIDER, COUNTY, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency. Funds owed to COUNTY will be due within forty-five (45) days of notification by COUNTY, or COUNTY shall withhold future payments until all excess funds have been recouped by means of an offset against any payments then or thereafter owing to COUNTY under this or any other Agreement between the COUNTY and PROVIDER.

Cooperation with Audits. PROVIDER shall cooperate with COUNTY in any review and/or audit initiated by COUNTY, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

In addition, PROVIDER shall comply with all requests for any documentation or files including, but not limited to, files for persons served and personnel files.

PROVIDER shall notify the COUNTY of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. COUNTY shall reserve the right to attend any or all parts of external review processes.

PROVIDER shall allow inspection, evaluation and audit of its records, documents and facilities for ten (10) years from the term end date of this Agreement or in the event PROVIDER has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230I(3)(i-iii).”

26. The parties agree that upon execution of this Amendment, the Agreement is further revised, updated, and amended to add PROVIDERS: (1) Erene Soliman Psychologist INC, (2) Esperanza Family Counseling, and (3) Healing Hope Inc.

27. When the parties have signed this Amendment No. 1, the Agreement and this Amendment No.1 together constitute the Agreement.

28. The contractor represents and warrants to the COUNTY that:

a. The contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.

b. The individual signing this Amendment on behalf of the PROVIDER is duly authorized to do so and his or her signature on this Amendment legally binds the PROVIDER to the terms of this Amendment.

29. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

30. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement not amended by this Amendment No.1 remain in full force and effect. This Amendment No. 1 is effective July 1, 2023.

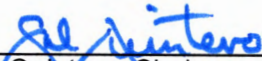
[SIGNATURE PAGE FOLLOWS]

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

PROVIDERS

COUNTY OF FRESNO

SEE ATTACHED REVISED EXHIBIT A



Sal Quintero, Chairman of the Board of
Supervisors of the COUNTY of Fresno

Attest:

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

By: 

Deputy

For accounting use only:

Org No.: 56302666
Account No.: 7223/0
Fund No.:0001
Subclass No.:10000

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Dolores G Amato MFT 37387

By: Dolores G Amato LMFT

Print Name: Dolores G Amato

Title: Licensed Marriage Family Therapist

Date: May 17, 2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

Bashful Elephant Counseling

PROVIDER (INDIVIDUAL): I Patricia Buffaloe LMFT


By: I Patricia Buffaloe LMFT

Print Name: F PATRICIA BUFFALOE LMFT

Title: LMFT

Date: 5-31-23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): 

By: Karina Cisneros

Print Name: Karina Cisneros

Title: LCSW

Date: 05/22/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): 

By: Johanna Cooke

Print Name: Johanna Cooke

Title: LCSW

Date: 05/22/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Judith A. Dickey

By: Judith A. Dickey

Print Name: Judith A. Dickey

Title: LMFT
Chairman of the Board, or
President, or any Vice President

Date: 05-17-2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Kimberly Jones

By: *Dr. Kimberly Jones, Ed.D., LMFT*

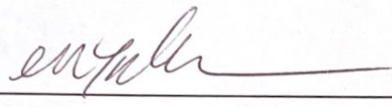
Print Name: Kimberly Jones

Title: owner/therapist

Date: 05/17/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Nancy Lynch ✓

By: 

Print Name: Nancy Lynch

Title: Licensed Marriage & Family Therapist

Date: 5/28/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Gerardo L. Madrigal, MFT

By: 

Print Name: Gerardo Madrigal

Title: LMFT

Date: 5/17/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Victoria Montoya - La Familia Therapy Services

By: Victoria Montoya

Print Name: Victoria Montoya

Title: Owner

Date: 5.22.23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Nalls, Kannon

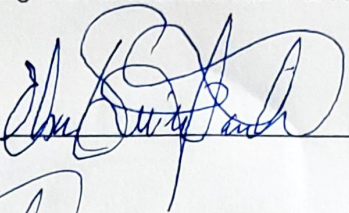
By: Kannon Nalls, PsyD

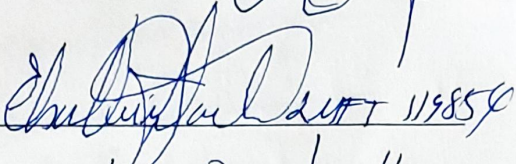
Print Name: Kannon Nalls

Title: Clinical Psychologist

Date: 5/26/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): 

By:  MFT 119854

Print Name: Elsa Quintanilla

Title: L MFT 119854

Date: 5/26/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): JUAN QUINTANILLA, LMFT #85178
Juan Quintanilla LMFT #85178

By: Juan Quintanilla LMFT #85178

Print Name: JUAN QUINTANILLA, LMFT #85178

Title: LMFT

Date: 05/26/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Michelle Randolph, LCSW

By: 

Print Name: Michelle Randolph, LCSW # 21336

Title: LCSW

Date: 5/30/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Teresa Roltgen

By: Teresa S. Roltgen

Print Name: Teresa S Roltgen

Title: LMFT

Date: 5/28/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Jorge A. Romero

By: Jorge A. Romero

Print Name: JORGE A. ROMERO

Title: LMFT

Date: 05/22/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Michael Tucera M.D.

By: Michael Tucera M.D.

Print Name: MICHAEL TUCERA M.D.

Title: M.D.

Date: 5-19-23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (INDIVIDUAL): Zoua Xiong LMFT

By:  _____

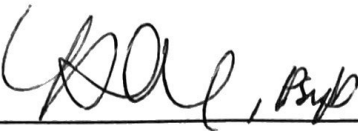
Print Name: Zoua Xiong LMFT

Title: Licensed Marriage and Family Therapist

Date: 5/26/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Allay Psychological Services

By:  , PsyD

Print Name: Reshale L. Thomas, PsyD

Title: Owner/Licensed Psychologist
Chairman of the Board, or
President, or any Vice President

Date: 05/19/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Bio-Behavioral Medical Clinics, Inc.

By: 

Print Name: Monica Muro

Title: Administrator & CEO
Chairman of the Board, or
President, or any Vice President

Date: 5/26/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): DN Associates

By: 

Print Name: Curtis Donovan

Title: Executive Director
Chairman of the Board, or
President, or any Vice President

Date: 05/26/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Erene Soliman Psychologist LLC

By: 

Print Name: Erene Soliman, PsyD

Title: Psychologist / Owner
Chairman of the Board, or
President, or any Vice President

Date: 5/19/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Esperanza Family Counseling, Inc.

By: *Sergio Pereyra*

Print Name: Sergio Pereyra

Title: President & CEO
Chairman of the Board, or
President, or any Vice President

Date: 5/19/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Fresno American Indian Health Project

By: Amber Molina

Print Name: Amber Molina

Title: Director of Behavioral Health
Chairman of the Board, or
President, or any Vice President

Date: 05/30/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Fresno New Connection

By: Suzanne Kathleen Jaszi

Print Name: Suzanne Kathleen Jaszi

Title: President
Chairman of the Board, or
President, or any Vice President

Date: 5/18/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Generational Changes

By:  _____

Print Name: Dr Scott

Title: Board President/ CEP
Chairman of the Board, or
President, or any Vice President

Date: May 22, 2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Healing Hopes, Inc.

By: 

Print Name: Mor X. Popper

Title: Executive Director
Chairman of the Board, or
President, or any Vice President

Date: 5/24/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): House Psychiatric Clinic, Inc

By: 

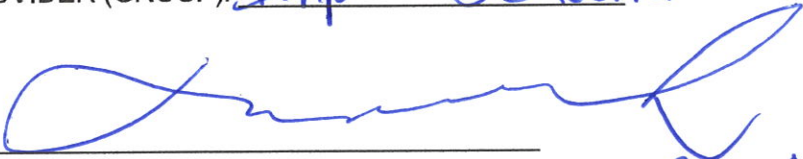
Print Name: MATTHEW HOUSE, DO.

Title: President
Chairman of the Board, or
President, or any Vice President

Date: 5/21/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Impact Behavioral Health and Recovery Care

By: 

Print Name: JOSH MCEATH, PsyD

Title: EXECUTIVE DIRECTOR

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

Date: 6/1/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Integral Community Solutions Institute

By: Print Name: Juan C. Garcia, PhD, LMFT
Juan C. Garcia, PHD, LMFT

A handwritten signature in black ink, appearing to read "Juan C. Garcia, PhD, LMFT", written over the printed name.

President and CEO ICSI

Date: May 17, 2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Marjaree Mason Center, Inc.

By: *Nicole Linder*

Print Name: Nicole Linder

Title: Chief Executive Officer
Chairman of the Board, or
President, or any Vice President

Date: 06/01/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): OMID Counseling Center

By: Rohina Fazil

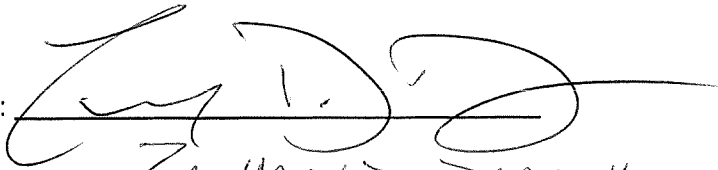
Print Name: ROHINA FAZIL

Title: CEO
Chairman of the Board, or
President, or any Vice President

Date: 5-19-2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): POVERELLO HOUSE - ENRICHMENT CENTER

By: 

Print Name: ZACHARY D. DARRATT

Title: CHIEF EXECUTIVE OFFICER
Chairman of the Board, or
President, or any Vice President

Date: MAY 23RD, 2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Precision Psychiatric Services, Inc.

By: 

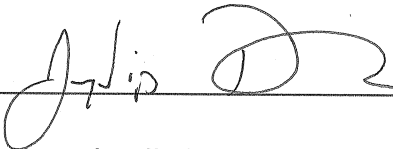
Print Name: Harjeet Brar, MD

Title: President
Chairman of the Board, or
President, or any Vice President

Date: 5/31/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Prodigy Healthcare Nonprofit Inc.

By:  _____

Print Name: Jagdip Dhanda

Title: President
Chairman of the Board, or
President, or any Vice President

Date: 05/17/2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Promesa Behavioral Health

By: Michael Der Manuel

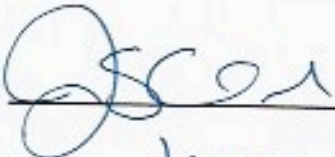
Print Name: Michael Der Manuel

Title: Board President
Chairman of the Board, or
President, or any Vice President

Date: 5/31/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Quality Group Homes, Inc., Quality Counseling Center

By: 

Print Name: James E. Clark

Title: President
Chairman of the Board, or
President, or any Vice President

Date: 5/18/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Resilience Center of Fresno

By: Devin P. McGuire


Print Name: Devin P. McGuire

Title: Board President
Chairman of the Board, or
President, or any Vice President

Date: 5-26-2023

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): RON C STEELE AND ASSOC, INC.

By: 

Print Name: RON STEELE

Title: OWNER
Chairman of the Board, or
President, or any Vice President

Date: 5/26/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): Simmons and Simmons Wellness Center

By: 

Print Name: Amber Simmons

Title: Co - owner / Clinician
Chairman of the Board, or
President, or any Vice President

Date: 5/30/23

The parties are signing this Amendment No. 1 to Agreement No. 20-236, effective July 1, 2023.

PROVIDER (GROUP): SSE Clinical Services

By: 

Print Name: Hector Cebena Jr

Title: Administrator
Chairman of the Board, or
President, or any Vice President

Date: 5/18/23

Individual Providers		
Name	Address	Email
Amato, Dolores	6777 N. Willow Ave Fresno, CA 93710	dgamato@gmail.com
Bashful Elephant Counseling	3097 Willow Ave Suite #4 Clovis, CA 93612	buffaloepat@gmail.com
Cisneros, Karina	5150 N Sixth St Ste 116 Fresno, CA 93710	karicbm22@gmail.com
Cooke, Johanna V.	5100 N. 6th St Fresno, CA 93710, Ste 151	jcooke.lcsw@gmail.com
Dickey, Judith	504 E Terrace Ave Fresno CA 93704	jstoryteller1@icloud.com
Farris, Donald	3740 Circle Dr. Fresno, CA 93704-4765	donfarris1871@gmail.com
Jones, Kimberly M.	5665 S. Chestnut Ave Spc 61 Fresno, CA 93725	drkimjones02@gmail.com
Lynch, Nasim Nancy	5151 N. Palm Ave # 950, Fresno, CA 93704	nancylynch24@hotmail.com
Madrigal, Gerardo	5528 N. Palm Ave Suite #122 Fresno, CA 93704	gmadrigal80@gmail.com
Montufar, Victoria	4229 E. Clinton, Fresno, CA 93703	lafamilytherapyervices@gmail.com
Nalls, Kannon E.	739 Meadow Ct., Exeter, CA 93221	knalls@alliant.edu
Quintanilla, Elsa	5588 N. Palm Ave Fresno, CA 93704	quintanillac12@gmail.com
Quintanilla, Juan	5588 N. Palm Ave Fresno, CA 93704	archaicvegan@outlook.com
Randolph, Michelle	438 E. Shaw Ave #140 Fresno, CA 93710	mneuferlcsw@sbcglobal.net
Roltgen, Teresa	2505 W. Shaw Ave Fresno, CA 93711	teriroltgen@gmail.com
Romero, Jorge	373 E. Shaw Ave # 140, Fresno, CA 93710	ajorgeandrom@aol.com
Tucibat, Michael	6777 N. Willow Ave, Suite # 142 Fresno, CA 93710	Mike.Tucibat.LMFT@infinetwebs.net
Xiong, Zoua	5588 N. Palm Ave Fresno, CA 93704	zouaxiongmft@gmail.com

Group Providers		
Name	Address	Email
Allay Psychological Services	2900 Fresno St. # 108, Fresno, CA 93721	reshale@allaypsych.com
Bio Behavioral Medical Clinics	1060 W. Sierra Ave, Suite 105 Fresno, CA 93711	mmuro@bbmc-inc.com
DN Associates	4460 W. Shaw Ave #595 Fresno, CA 93722	cdonovan@coreconditions.org
Erene Soliman Psychologist INC.	5151 N Palm Ave #500, Fresno, CA 93704	esoliman@att.net
Esperanza Family Counseling	575 E Locust Ave STE 101, Fresno, CA 93720	sergiop.esperanzafc@gmail.com
Fresno American Indian Health Project	1551 E. Shaw Ave. #139, Fresno, CA 93710	bramirez@faihp.org
Fresno New Connections	4411 N. Cedar Ave, Fresno, CA 93726	rmartin@teamfnc.com
Generational Changes, Inc.	2409 Merced St Ste 106 Fresno, CA 93721	gchanges.inc@gmail.com
Healing Hope, Inc.	1913 N Gateway Blvd #101, Fresno, CA 93727	morxpopper@healinghopeinc.org
House Psychiatric Clinic, Inc.	1322 E. Shaw Ave Suite 410 Fresno, CA 93710	staff@houseclinic.org
Impact Behavioral Health and Recovery	1616 W Shaw Ave BLD B2 Fresno CA, 93711	impactbhrc@gmail.com
Integral Community Solutions Institute	1065 S St Building 1 Fresno, CA 93721	jcgarcia@icsi.solutions
Marjaree Mason Center	1600 M Street Fresno, CA 93721	jessicab@mmcenter.org
Omid Counseling Center, Inc.	3451 W Shaw Ave Ste 102 Fresno CA 93711	Omidhopecenter@gmail.com
Poverello House Enrichment Center	412 F St Fresno, CA 93706	lsiphongsay@poverellohouse.org
Precision Psychiatric Services, Inc.	7850 White Lane, Suite E301, Bakersfield, CA 93309	CAO@precisionpsych.com ; CButler@kdhcd.org
Prodigy Healthcare Inc.	311 E. Merced St. Fowler CA, 93625	harjas@prodigy-hc.com ; id@prodigy-hc.com
Promesa Behavioral Health	7120 N. Marks Ave, Fresno, CA 93711	SAccardo@promesabehavioral.org ; JRomero@promesabehavioral.org
Quality Group Homes, Inc.	4946 E. Yale Ave, Suite 103 Fresno, CA 93727	Laurar@qualityfamilyservices.org ; valeriec@qualityfamilyservices.org ; ChavezV@qualityfamilyservices.org
Resiliency Center of Fresno	3845 N. Clark St Ste 201 Fresno, CA 93726	referral@fresnorc.org
Ron Steele and Associates Inc	5150 N. 6th St STE 169 Fresno, CA 93710	roncsteele1@gmail.com
Simmons & Simmons Wellness Center	2190 N. Winery Ave Suite 102 Fresno, CA 93703	ajsimmslmft@gmail.com
SJET Clinical Services	418 N. 6th Street, Fowler, CA 93625	soymejica@verizon.net

Specialty Mental Health Individual and Group Provider Outpatient Rates

Provider Type	Provider Rate Per Minute	Provider Rate Per Hour
Psychiatrist	\$ 4.88	\$292.95
NP (Nurse Practitioner)	\$ 4.65	\$279.00
Psychologist (Licensed/Registered/Waivered)	\$ 2.01	\$120.33
LICENSED - LCSW/ASW, LMFT/AMFT, LPCC/APCC, RN - MS	\$ 2.01	\$120.33
UNLICENSED - LCSW/ASW, LMFT/AMFT, LPCC/APCC, RN - MS	\$ 1.71	\$102.60

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

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Signature: _____ Date: ___/___/___

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ___/___/___

DOCUMENTATION STANDARDS FOR CLIENT RECORDS

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

A. Assessments

1. The following areas will be included as a part of a comprehensive client record:

- Presenting problems, including impairments in function, and current mental status exam.
- Traumatic incidents which include trauma exposures, trauma reactions, trauma screenings, and systems involvement if relevant
- Behavioral health history including mental health history, substance use/abuse, and previous services
- Medical history including physical health conditions, medications, and developmental history
- Psychosocial factors including family, social and life circumstances, cultural considerations
- Strengths, risks, and protective factors, including safety planning
- Clinical summary, treatment recommendations, and level of care determination including diagnostic and clinical impression with a diagnosis
- The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.

2. Timeliness/Frequency Standard for Assessment

- The time period to complete an initial assessment and subsequent assessments for SMHS is up to clinical discretion.
- Assessments shall be completed within a reasonable time and in accordance with generally accepted standards of practice.

B. Problem list

The use of a Problem List has largely replaced the use of treatment plans and is therefore required to be part of the client record. The problem list shall be updated on an ongoing basis to reflect the current presentation of the person in care. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice
- Problems identified by a provider acting within their scope of practice
- Problems or illnesses identified by the person in care and/or significant support person if any
- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed

C. Treatment and Care Plan Requirements

1. Targeted Case Management

- 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
- Identifies a course of action to respond to the assessed needs of the person in care
- Includes development of a transition plan when the person in care has achieved the goals of the care plan
- Peer support services must be based on an approved care plan
- Must be provided in a narrative format in the person's progress notes
- Updated at least annually

2. Services requiring Treatments Plans

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

D. Progress Notes

1. 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:

- The type of service rendered.
- 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).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- 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.

2. Timeliness/Frequency of Progress Notes

- 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.
- A note must be completed for every service contact

BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

- C. Suspension of Compensation
If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.
- D. Nepotism
Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. **PATIENTS' RIGHTS**

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

STATE CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: CONTRACTOR has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on this Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and

CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

- a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as

the proposed contract within the twelve (12) month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.
9. INSPECTION and Audit of Records and access to Facilities.

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

Federal database checks.

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

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

**CALIFORNIA ADVANCING AND INNOVATING MEDI-CAL (CAL-AIM)
REQUIREMENTS**

1. **SERVICES AND ACCESS PROVISIONS**
 - a. **CERTIFICATION OF ELIGIBILITY**
 - i. Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a

certification of an individual's eligibility for Specialty Mental Health Services (SMHS) under Medi-Cal.

b. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

- i. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per Department of Health Care Services (DHCS) guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
- ii. For enrolled clients under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (I) or (II) below. If a client under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.

1. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

2. The client has at least one of the following:
 - a. A significant impairment
 - b. A reasonable probability of significant deterioration in an important area of life functioning
 - c. A reasonable probability of not progressing developmentally as appropriate.
 - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

AND the client's condition as described in subparagraph (II a-d) above is due to one of the following:

- a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
- b. A suspected mental health disorder that has not yet been diagnosed.

medical necessity as defined below, based on the client's age at the time of service provision.

- ii. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
- iii. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

e. COORDINATION OF CARE

- i. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
- ii. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
- iii. Contractor shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
- iv. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
- v. To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

f. CO-OCCURRING TREATMENT AND NO WRONG DOOR

- i. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
- ii. Under this Agreement, Contractor will ensure that clients receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
 - 1. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether

SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

2. If Contractor is serving a client receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

2. AUTHORIZATION AND DOCUMENTATION PROVISIONS

a. SERVICE AUTHORIZATION

- i. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.
- ii. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
- iii. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
- iv. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
- v. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

b. DOCUMENTATION REQUIREMENTS

- i. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
- ii. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request. Services must be identified as provided in-person, by telephone, or by telehealth.
- iii. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

c. ASSESSMENT

- i. Contractor shall ensure that all client medical records include an assessment of each client's need for mental health services.
- ii. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.

- iii. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
 - iv. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.
- d. ICD-10
- i. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
 - ii. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.
 - iii. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS
- e. PROBLEM LIST
- i. Contractor will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
 - ii. Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
 - iii. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
 - iv. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
 - v. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.
- f. TREATMENT AND CARE PLANS
- i. Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances

specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

g. PROGRESS NOTES

- i. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
- ii. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
- iii. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
- iv. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
- v. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

h. TRANSITION OF CARE TOOL

- i. Contractor shall use a Transition of Care Tool for any clients whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
- ii. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a client-centered, shared decision-making process.
- iii. Contractor may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx>, or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

i. TELEHEALTH

- i. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
- ii. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

- iii. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- iv. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
- v. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

3. CLIENT PROTECTIONS

a. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

- i. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Managed Care Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Managed Care staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
- ii. Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
- iii. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
- iv. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
- v. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
- vi. Contractor must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
- vii. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a

manner accessible to the County and available upon request to DHCS.

- b. Advanced Directives
 - i. Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
- c. Continuity of Care
 - i. Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

4. QUALITY IMPROVEMENT PROGRAM

- a. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION
 - i. Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
 - 1. Surveying client/family satisfaction with the Contractor's services at least annually.
 - 2. Evaluating client grievances, appeals and State Hearings at least annually.
 - 3. Evaluating requests to change persons providing services at least annually.
 - 4. Informing the County and clients of the results of client/family satisfaction activities.
 - ii. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually and as required by DBH.
 - iii. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
 - iv. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
 - v. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
 - vi. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.

- vii. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)
- b. **TIMELY ACCESS**
 - i. Timely access standards include:
 - 1. Contractor must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
 - 2. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.
 - 3. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
 - 4. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.
 - 5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.
 - 6. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.
- c. **PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)**

- i. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
 - ii. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.
- d. **PHYSICIAN INCENTIVE PLAN**
- i. If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

5. DATA, PRIVACY AND SECURITY REQUIREMENTS

a. ELECTRONIC PRIVACY AND SECURITY

- i. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- ii. Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
- iii. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
- iv. Contractor entering data into any county electronic systems shall ensure that staff are trained to enter and maintain data within this system.

6. PROGRAM INTEGRITY

- a. Credentialing and Re-credentialing of Providers
 - i. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
 - 1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 - 2. A history of loss of license or felony convictions;
 - 3. A history of loss or limitation of privileges or disciplinary activity;
 - 4. A lack of present illegal drug use; and
 - 5. The application's accuracy and completeness
 - ii. Contractor must file and keep track of attestation statements, credentialing applications and credentialing status for all of their providers and must make those available to the County upon request at any time.
 - iii. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

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2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

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6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

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

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

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

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

Exhibit L
Data Security

1. Definitions

Capitalized terms used in this Exhibit L have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit L.
- (C) **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit L.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit L.

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- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit L;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

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before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

(A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit L, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
- (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
- (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

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employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit L. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

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available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: mcare@fresnocountyca.gov (559-600-4645) (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit L, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit L, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

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In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit L.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit L, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit L.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit L. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

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6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit L, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit L to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit L may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit L and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit L or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

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9. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit L shall survive the termination of this Agreement.

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit L is intended to confer, nor shall anything in this Exhibit L confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. No County Warranty. The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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



The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.¹ Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,² such as socioeconomic status, education level, and the availability of health services.³

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.⁴

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.^{5,6} By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities⁷ and the National Stakeholder Strategy for Achieving Health Equity,⁸ which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

Of all the forms of inequality, injustice in health care is the most shocking and inhumane.

— Dr. Martin Luther King, Jr.

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