THE COUNTY OF FRESNO
Department of Behavioral Health

Specialty Mental Health Services
2019 Implementation Plan – Phase II Update

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FRESNO COUNTY DBH IMPLEMENTATION PLAN OVERVIEW

History and Background

The Knox-Keene Health Care Service Plan Act of 1975, as amended, is the set of laws or statutes passed by the State Legislature to regulate health care service plans, including health maintenance organizations (HMOs) within the State. The Knox-Keene Act is in the California Health & Safety Code, section 1340 et seq.

Since 1995, the California Department of Mental Health has been expanding mental health services using the managed care model of service delivery. Under this plan, each county mental health department is responsible for the provision of mental health services for Medi-Cal recipients in their county, either providing those services directly or securing contracted providers. The Fresno County Department of Behavioral Health Managed Care Division, under Business Operations, has been designated to manage the mental health benefits of Fresno County's Medi-Cal beneficiaries.

Before the introduction of Managed Care, Medi-Cal mental health services were administered through two programs—the state-run Fee-for-Service program and the county-run Short-Doyle program. The managed care approach consolidated these two programs with the intent of integrating services and better coordinating care, but it also provided a cost-containment strategy which would allow for increased access with the same level of funding. The development of this system assured consistent state-wide access to consumers receiving specialty mental health services.

Additionally, the Fresno County Department of Behavioral Health has supported the County in the implementation of the Affordable Care Act (ACA) that has expanded coverage to a large number of individuals. Behavioral Health administration has been working hand in hand with two Medi-Cal approved managed care health plans: CalViva, and Anthem Blue Cross.

The purpose of the Phase II Implementation Plan is to describe the procedures to be followed in establishing the Fresno County Mental Health Plan (MHP) for psychiatric inpatient hospital services and outpatient specialty mental health services (SMHS), and in transitioning from a State-administered Medi-Cal system to a system which is coordinated by the County. This Implementation Plan update outlines the process of service delivery and utilization review by the MHP.

Medicaid Managed Care Final Rule

On April 25, 2016, the Centers for Medicare & Medicaid Services (CMS) issued the Medicaid and CHIP Managed Care Final Rule (Final Rule), which aligns the Medicaid managed care program with other health insurance coverage programs in several key areas:

- Modernizes how states purchase managed care for beneficiaries;
- Adds key consumer protections to improve the quality of care and beneficiary experience; and
- Improves state accountability and transparency.

The Final Rule was the first significant overhaul of the federal Medicaid managed care regulations since 2002, which was a response to the predominant shift to managed care delivery system occurring nationwide. The Final Rule is effective July 5, 2016 with a phased implementation over several years. There were due dates prior to July 1, 2017.

In California, the Final Rule regulations are applicable to Medi-Cal Managed Care Plans, County Mental Health Plans, Drug Medi-Cal Organized Delivery System, and Dental Managed Care Plans. This webpage contains posting requirements for the Quality Strategy, Network Adequacy, and Mental Health Parity components of the Final Rule (*source: DHCS*).

The Final Rule Network Adequacy Standards document, originally published in July 2017, has subsequently been amended as a result of AB 205. Current time and distance standards that were previously determined based on county population size now reflect county population density (*source: Attachment F, Medicaid Managed Care Final Rule: Network Adequacy Standards)*.

This updated version of the Fresno County DBH Implementation Plan includes newly effective regulations that are being implemented as a result of the Medicaid Managed Care Final Rule incorporating subsequent changes to Network Adequacy Standards, as well as new and updated Fresno County Policies and Procedures.

The Implementation Plan responds to the regulatory requirements found in CCR Title 9, Chapter 11, Section 1810.310-*Implementation Plan*. The format used in this document is based on responses to questions posed in *DMH Information Notice No. 97-06*. This plan is a living document and may be updated in the event that the Mental Health Plan (MHP) makes systemic changes. Per Title 9 regulations, updates to the Implementation Plan will be submitted to the Department of Health Care Services (DHCS) for approval. Specific FCDBH policies and procedures are noted in *PPG 4.1.18 – Implementation Plan*.

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH OVERVIEW

Our vision: Health and well-being for our community.

Mission Statement

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

Fresno County Department of Behavioral Health 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 Fresno County Department of Behavioral Health *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.

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 and ensures that the plan for 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

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, and focus on, the unique abilities of individuals and families

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 Inclusive of Natural Supports

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

Principle Five: Clinical Significance and Evidence Based Practices (EBPs)

- 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

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

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

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

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 at their own pace when provided with sufficient time and support

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

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

The Fresno County Department of Behavioral Health is committed to working with these guiding principles of care delivery in the ongoing service to our beneficiaries and community.

TABLE OF CONTENTS

PLANNING, COORDINATION, OUTREACH AND NOTIFICATION

1. ***Describe a) the public planning process utilized for the consolidation of Specialty Mental Health Services and, b) how members of the local mental health community were involved.***

Behavioral Health Board

Fresno County is governed by a five member Board of Supervisors elected to represent citizens to our County. County government also includes a variety of citizen boards, commissions, and committees formed to advise the Board of Supervisors and County staff on issues and policy. County's Boards, Commissions and Committees serve as links to our community, expanding the dialogue between the public and the County government, and enhancing the quality of life for our residents.

The Fresno County Behavioral Health Board was established March 24, 2015. The Board serves as the County's mental health board, advising on mental health issues, and also serves as the advisory board for substance abuse issues. The Board consists of sixteen (16) members: Five are public interest positions, five are family members of consumers, five are at-large positions, with four being consumers and one in any of three categories. One member is a member of the Board of Supervisors. Board meetings are open to the public and are scheduled for the third Wednesday of each month and are held at the Blue Sky Wellness Center.

Kings View's Blue Sky Wellness Center was developed in 2007 as an innovative program between Kings View and consumers with funding from Fresno County. Keeping in line with the Mental Health Services Act, Blue Sky was created and designed by consumers to be a welcoming facility that aids in the consumer's road to recovery. Their mission statement:

> *"The Blue Sky Wellness Center is a consumer-centered and consumer-driven wellness and recovery environment that creates a sense of "place" by welcoming and nurturing the consumers' individual choices in their recovery journey and challenges."*

As mandated by state law, the Behavioral Health Board (BHB) is the public advisory board on adult, children and justice system mental health and substance use disorder issues. Members are appointed by the Fresno County Board of Supervisors to represent each district. At least 50% of the BHB members are clients and/or family members. The Behavioral Health Board are charged with the following:

- Review and evaluate the community's mental health needs, services, facilities, and special problems
- Review any county agreements entered into pursuant to WIC Section 5650

- Advise the governing body and the local mental health director as to any aspect of the local mental health program
- Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process
- Submit an annual report to the Board of Supervisors on the needs and performance of the county's mental health system
- Review and make recommendations on applicants for the appointment of a local director of mental health services. The board shall be included in the selection process prior to the vote of the Board of Supervisors
- Review and comment on the county's performance outcome data and communicate its findings to the California Mental Health Planning Council

Additionally, in their advisory capacity the BHB will: 1) Participate in the evaluation of community substance use disorder programs, needs, services, facilities, and special problems; 2) Report findings and make recommendations to the Director of Behavioral Health, the Board of Supervisors and such other bodies and individuals as appropriate; 3) Promote a comprehensive approach to the alcohol and substance use problems and programs of Fresno County; 4) Serve as a sounding board for community response and input regarding the community's alcohol and substance use problems and programs.

MHSA Community Program Planning Process

When State MHSA planning was initiated, counties were required to develop Three-Year MHSA Component Plans and to update those plans on an annual basis. In response, on August 2, 2013, the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission) released the Instructions, Fiscal Worksheets and updated Certification Forms to County Mental Health Directors. These documents are to be included in the Mental Health Services Act *Fiscal Year (FY) 2017/2018 through FY 2019/2020 MHSA Three-Year Program and Expenditure Plan*.

The Commission strongly believes in a robust, meaningful stakeholder process and therefore provided the three-year instructions as a means for counties to follow statutes and regulations required in the Community Planning Process and information that should be included in the update. This process also allows the county to re-evaluate the performance of MHSA programs and make any necessary changes, amendments, additions, or eliminations.

The MHSA Three-Year Integrated Plan is a process in which the County reports to the community the status of current and future planned MHSA funded programs. This Three-Year Integrated Plan is a comprehensive document that summarizes the Community Planning Process and communicates recommendations that will be inclusive of new program requests,

deletion of programs, consolidation of programs or to enhance the approved plan including fiscal changes and prudent reserve.

MHSA Three-Year Plan & Annual Updates

In November 2004, voters in the State of California passed Proposition 63, the Mental Health Services Act (MHSA), which was designed to expand and transform California's county mental health service system. The key to obtaining true system transformation is to focus on the five fundamental principles outlined in the MHSA regulations:

1. Community Collaboration
2. Cultural Competency
3. Individual/Family-Driven, Wellness/Recovery/Resiliency-Focused Services
4. Access to Underserved Communities
5. Creating an Integrated Service System

Stakeholder Involvement and Communication

Fresno County DBH annual update request for stakeholder input and public comment period was posted April 12, 2019 and closed May 14, 2019. A public hearing was held May 15, 2019 and approval by the Board of Supervisors was completed June 18, 2019.

Ongoing stakeholder involvement and effective communication to collect input into SMHS will occur through a variety of means, including:

- Providing updates and encouraging feedback at monthly Behavioral Health Board meetings
- Providing implementation updates and soliciting feedback and discussion periodically at Behavioral Health Board meetings
- Reviewing data and encouraging feedback at monthly Quality Improvement Committee meetings

The Department of Behavioral Health (DBH) has increased efforts to collect data, track results, and enhance program review to monitor effectiveness. For the Annual Update itself, this was accomplished through a carefully planned and executed Community Program Planning Process that was organized into four levels of stakeholder participation:

- Level 1 – Outreach, Engagement and Data Collection
- Level 2 – Community Stakeholder Meetings
- Level 3 – Prioritized Input, Annual Update Draft and 30-Day Public Review
- Level 4 – Public Hearing and Approval Process

These efforts have taken place as a result of the work to continue to define priority activities, build infrastructure and create a vision for Department staff, partners and clients/family members that promotes wellness, recovery and resiliency in an accessible and seamless system of care. The Three-Year Program and Expenditure Plan introduced and communicated the 'DBH Work Plan' concept as being at the core of the Department's ongoing strategic vision, needs assessment and future program planning. The DBH Work Plans include: Behavioral Health Integrated Access, Behavioral Health Clinical Care, Wellness, Recovery and Resiliency Supports, Cultural/Community Defined Practices and Infrastructure Supports. Each of these Work Plans has a clear focus for the Department as a whole, regardless of program funding and provides an organizing framework.

The MHSA Three Year Integrated Plan is a process in which the County reports to the community the status of current and future planned MHSA-funded programs. This Three Year Integrated Plan is a comprehensive document that summarizes the Community Planning Process and communicates recommendations that will be inclusive of new program requests, deletion of programs, consolidation of programs or to enhance approved plans.

The required 30-day public review and comment period began with the posting of the drafts on the County's MHSA website from April 12, 2019 through May 14, 2019. A public hearing was conducted on May 15, and hosted by the Behavioral Health Board (BHB). In addition, the drafts were widely distributed to community-based organizations, client and family advocacy groups, community partners, and other stakeholders.

The update and plan covers the five MHSA components including Community Services and Supports (CSS) and Housing; Prevention and Early Intervention (PEI); Workforce Education and Training (WET); Innovation (INN); and, Capital Facilities and Technology Needs (CFTN). Currently, the Department has:

- 39 CSS programs,
- 16 PEI programs,
- 4 WET action plans,
- 5 INN plans (total of 7 with possible plans approved by the stakeholders for reversion)
- Capital facilities improvements for on-going projects, the acquisition of new property, the building of a new crisis treatment center, 1 IT project, and 3 permanent supportive housing projects.

On May 15, 2019, the Behavioral Health Board (BHB) held the public hearing at the County of Fresno Health and Wellness Center. On the same date, the BHB voted unanimously to accept the County of Fresno MHSA FY 2018-19 Annual Update and the Prevention and Early Intervention Evaluation Report and recommend it for presentation to the Board for approval.

Fresno County Department of Behavioral Health Work Plans Concept

DBH believes that the most strategic path to ensure that our community members receive quality care is to provide a comprehensive behavioral health system of care. In an effort to synthesize the great work happening in our department and to ensure that new programs are intentionally woven into a robust, integrated system, the DBH Leadership team was challenged by the Director to think about the MHSA planning process from a broader perspective.

Recognizing that there is value in the structure and discipline afforded by the mandated MHSA planning process, the Director publicly stated that DBH would move toward using the MHSA planning process to develop a broader, inclusive full department plan.

Early in the spring of 2015, while in the process of analyzing MHSA funded programs, system gaps, and stakeholder feedback, members of the Leadership team observed patterns and identified opportunities to group activities. The team introduced the concept of a Transformation Plan that encompassed system planning, implementation and oversight designed to be at the core of the Department's needs assessment, gap analysis and future program planning. This process is reflective of a comprehensive system of care based on five clearly defined work plans. Examples include:

- **Behavioral Health Integrated Access**
  - Phone Access Line
  - Multi-Agency Access Program (MAP)
  - Primary Care Integration
  - Reverse Integration
  - Urgent Care Wellness Center (UCWC)
- **Wellness, Recovery and Resiliency Supports**
  - Wellness Recovery Action Plan (WRAP)
  - Reaching Recovery
  - Peer Support
  - Family Advocate Services
  - Supported Education and Employment
  - Housing
- **Cultural/Community Defined Practices**
  - Holistic Cultural Education Wellness Center
  - Community Gardens
  - Cultural Based Access Navigation Specialist (CBANS)
  - Cultural Diversity Plans
  - Cultural Competency Plan
- **Behavioral Health Clinical Care**
  - Levels of Care Structure/Framework
  - Programs Proving Treatment/Evidence Based Practices

    - Crisis Stabilization Units
    - Inpatient Care
    - Children's Outpatient
    - Adult Medication Management
    - Older Adult
    - Transition Age Youth (TAY)
    - Assertive Community Treatment (ACT)
    - Dialectical Behavioral Treatment (DBT)
    - Trauma Informed Cognitive Behavioral Therapy
    - Crisis Residential
- **Infrastructure Supports**
    - Capital Facilities
    - Technology
    - Staff Training and Development
    - Quality Improvement
    - Managed Care
    - Program Evaluation
    - Regulatory Compliance
    - Public Guardian

In March of 2015, these Work Plans were introduced to the community at the monthly Behavioral Health Board meeting. Since that time, the Department has continued to utilize the Work Plans as the framework for reporting on Department activities and processes. The Department has discussed the use of the Work Plans in department-wide all-staff meetings, meetings with contracted providers, meetings with other community partners, discussion with Board members, and other public forums.

Consumer Perception Surveys

On a semi-annual basis the County of Fresno, Department of Behavioral Health (DBH) conducts its Consumer Perception Survey (CPS) for the purpose of service planning and quality improvement. The CPS surveys are conducted every six (6) months over a one week period. Beneficiaries of the Mental Health Plan (MHP) are encouraged to participate in filling out the CPS surveys which are available to consumers and family members at County and contracted provider organizations. CPS reports include a summary of overall findings of Fresno County, examining the relationships between demographic and background information and consumer's perceptions of services received. Comparison reports include May and November survey analysis, which are used as the baseline, compared to the most recent CPS survey analysis.

Surveys are categorized in four (4) individual groups comprised of Adult, Older Adult, Youth, and Youth Families. The Adult and Older Adult surveys are comprised of 36 questions developed by the Mental Health Statistics Improvement Program (MHSIP). The Youth and Youth Families surveys are comprised if 29 questions developed by the MHSIP. The survey questions are divided into eight domains as listed below. In addition to the domains, the CPS includes demographic questions and allows respondents to write comments.

CPS/POQI Survey Domains:

- General Satisfaction
- Perception of Access
- Perception of Quality and Appropriateness
- Perception of Treatment Participation
- Cultural Sensitivity
- Perception of Outcomes Services
- Perception of Functioning
- Perception of Social Connectedness

In May 2018, 2639 surveys were received of which 2204 were completed compared to November 2017 CPS in which 2418 surveys were received and 1869 surveys were competed. These surveys are distributed and gathered by the Department of Behavioral Health and contracted providers serving beneficiaries of the Fresno County, MHP. Participants in the survey are categorized in four (4) individual groups comprised of *Adult, Older Adult, Youth*, and *Youth Families*.

CPS provides a consumer perception of care for the Department of Behavioral Health, Contracted Providers, Community Stakeholders, Consumers, Families, and Caregivers in hopes of improving services. While findings from the CPS include positive ratings, there is clear variability of responses. Lower ratings can emphasize areas where improvement efforts might be focused. Especially, lower levels of positive response on 'Perception of outcomes of service' and 'Perception of functioning' domains and on various individual items are indicators of potential quality improvement areas. Duration of services identifies that a plurality of consumers have received services for more than one (1) year; 43% (Nov 2017) and 43% (May 2018) respectively; 47% (2015) and 39% (2016) respectively.

Findings from the November 2017 vs. May 2018 Surveys

- Consumers' assessment of care was positive in many areas.
- At the domain levels ratings were generally positive however individual item responses within the domains varied.
- An increase respondents from Nov 2017 (2418) to May 2018 (2639).
- Survey participants who identified themselves as Mexican, Hispanic, or Latino origin were the largest ethnic group at 59% (Nov 2017) and 56% (May 2018) respectively.

- This group is also accounted for within the 'Race of Respondents' section of the survey.
- Of the four (4) survey groups (Adult, Older Adult, Youth, and Youth Families), Adults make up the majority of the population surveyed at 53% (Nov 2017) and 55% (May 2018) respectively.

Previous Survey Results

In 2016, 5935 surveys were received of which 3675 were completed; a 9% increase from the baseline 2015 CPS (from 3379 to 3675 surveys competed). These surveys are distributed and gathered by the Department of Behavioral Health and contracted providers serving beneficiaries of the Fresno County, MHP. Participants in the survey are categorized in four (4) individual groups comprised of *Adult, Older Adult, Youth*, and *Youth Families*.

Findings from the May 2016 vs. May 2017 Surveys

- Consumers' assessment of care was positive in many areas.
- At the domain levels ratings were generally positive however individual item responses within the domains varied.
- Six of the eight domain ratings were more positive in May 2017 than in 2016. Those six include: General Satisfaction, Perception of Access, Cultural Sensitivity, Perception of Participation in Treatment Planning, Perception of Outcomes Services, and Perception of Social Connectedness
- There was a 5% increase of respondents from November 2016 (1,823) and May 2017 (1,908).
- Survey participants who identified themselves as Mexican, Hispanic, or Latino origin were the largest ethnic group at 54% (2016) and 55% (May, 2017) respectively. This group is also accounted for within the 'Race of Respondents' section of the survey.
- Of the four (4) survey groups (Adult, Older Adult, Youth, and Youth Families), Adults make up the majority of the population surveyed at 54% (2016) and 61% (May 2017) respectively.

Findings from the 2015 vs 2016 Surveys

- Consumers' assessment of care was positive in many areas.
- At the domain levels ratings were generally positive however individual item responses within the domains varied.
- However, six of the eight domain ratings were more negative in 2016 than in 2015.
- An increase of 2% respondents from 2015 (3379) to 2016 (3675).
- Survey participants who identified themselves as Mexican, Hispanic, or Latino origin were the largest ethnic group at 52% (2015) and 54% (2016) respectively.

- This group is also accounted for within the 'Race of Respondents' section of the survey.
- Of the four (4) survey groups (Adult, Older Adult, Youth, and Youth Families), Adults make up the majority of the population surveyed at 61% (2015) and 54% (2016) respectively.

Findings from the November 2014 vs. May 2015 Surveys

- Consumers' assessment of care was positive in many areas.
- At the domain levels, ratings were generally positive; however, individual item responses within the domains varied.
- Overall, the respondents are satisfied with the services received.
- There was an increase of 44% of respondents from November 2014 (1,134) to May 2015 (1,630).
- Survey participants identifying themselves as Mexican, Hispanic, Latino origins were the largest ethnic group at 46% (November 2014) and 45% (May 2015).
- This group is also accounted for within the 'Race of Respondents' section of the survey.

2. ***Include a letter from the local mental health board or commission advising that they have reviewed the Implementation Plan.***

The Mental Health Board letter was included in the original Implementation Plan submitted to the State.

3. ***Describe the process the MHP will use for screening and when appropriate, referral and coordination with other services, including but not limited to: substance abuse services, education, housing, social services, probation, employment, and vocational rehabilitation. Indicate if there are differences in the screening, referral and coordination of services for special populations.***

Title 9, Chapter 11, Section 1810.310(a)(2)(A)

The goal of the FCMHP service delivery system is a seamless system of care that affords equal access to all eligible persons based on individual treatment needs. In order to assure this access for individuals, the FCMHP works closely with all providers at different levels of care (e.g., Acute Psychiatric Inpatient Hospital Services, Coordinated Outpatient Mental Health Programs, and FFS Networks). These collaborations are carried out at the individual treatment provider level, the specific agency level, and through more formal collaboration and arrangements. Collaborations serve to ensure beneficiaries are served in the most appropriate manner, encourage awareness of service options and support care transitions between MHP providers. For example, the engagement with the FFS network of care ensures both contractors and the MHP are aware of all services available and facilitates transitions for high needs individuals who may require a transition to a higher or lower level of care.

The FCMHP is an open access system. Timely access to services, responsiveness and sensitivity to cultural and language differences, age, gender, and other specialized needs of beneficiaries are important components of the FCMHP. Referral to the FCMHP may be received through beneficiary self-referral, or through another person or organization. This includes, but is not limited to, physical health care providers, schools, county welfare departments, other MHPs, conservators, guardians, family members, and law enforcement agencies.

All FCMHP service delivery sites are access points for the MHP, including the toll-free Access Line. Each access point will perform a clinical screening. If a beneficiary presents with an urgent psychiatric condition, they are referred to the nearest emergency psychiatric service facility for assessment and crisis intervention.

After the initial triage, if a mental health need is determined, a clinical assessment is scheduled to determine whether medical necessity criteria for SMHS are met (as defined in *Title 9, CCR Chapter 11, 1830.205 & 1830.210*). Upon completion of the scheduled assessment, beneficiaries requiring intervention are referred as appropriate, in addition to receiving appropriate specialty mental health services.

Reaching Recovery Implementation

In June, 2016, the Department launched Reaching Recovery, a wellness and recovery focused approach to delivering SMHS. Developed by the Mental Health Center of Denver, Fresno County Dept. of Behavioral Health is licensed to use the instruments with Fresno County beneficiaries. Reaching Recovery is a set of instruments that allow for a collaborative approach to treatment with beneficiaries and members of the treatment team. The initial instrument used at intake and every six months thereafter, is the Recovery Needs Level (RNL) form that assigns beneficiaries to the appropriate level of care at the appropriate time. The basic assumption being that beneficiaries recover and their treatment needs change over time.

The RNL instrument is accessed through Avatar, DBH's electronic health record (EHR) and is completed by the primary clinician, by scoring the beneficiary's current participation in 17 categories related to engagement in clinically indicated recovery activities. The RNL employs an algorithm that calculates the recommended level of service that a beneficiary will need to support their recovery. The individualized treatment plan and level of recovery needs (RNL score) are then reviewed by the clinician and beneficiary to ensure that an appropriate treatment plan is in effect that meets the beneficiary's individual needs. This review either authorizes the beneficiary's continued stay at his/her current level of service intensity, or authorizes a transition to a different level of service intensity.

There are two other Reaching Recovery instruments that are used in collaboration with beneficiaries: the Recovery Marker Inventory (completed by the clinician), and the Consumer Recovery Measure (completed by the beneficiary). These two instruments are completed simultaneously to create a Recovery Profile unique to the beneficiary. These instruments are administered every calendar quarter and allow the beneficiary and clinician to recognize the level of recovery that was reached over the prior quarter. *Please see Appendices A-1, A-2 & A-3: Reaching Recovery Forms.*

Multi-Agency Access Program - MAP

DBH provides an integrated Multi-Agency Access Program (MAP) intake process connecting individuals and families facing homelessness/housing challenges, substance use disorders, or physical health and/or mental health-related challenges to supportive service agencies in Fresno County. DBH seeks to streamline access processes to ensure that all individuals in need of behavioral health care have timely, personal, relevant, clear and understandable paths to care. By integrating behavioral health into other systems such as physical health care settings, justice settings including courts and probation, schools, and other service delivery organizations, DBH can significantly increase access to care and improve the total health and wellness in the community.

MAP is a collaborative of an experienced team of three partners: Kings View Corporation, Centro La Familia Advocacy Services, and Poverello House. Community Regional Medical Center is a project participant, and will provide a MAP site at its Ambulatory Care Center, but is not a formal, funded partner. Together this team serves Fresno County through eight fixed sites and a mobile truck. The project includes three sites in urban Fresno and five rural sites, plus mobile unit stops. The plan draws upon the experience of the Poverello House at its current *MAP Point at Pov* program, enhanced by the experience of Kings View Corporation and Centro La Familia Advocacy Services in serving the target populations.

The MAP provides an integrated intake process that connects individuals facing various challenges to supportive services, matching individuals and families to the right resources at the right time at the right location. This is accomplished through an established and formalized screening process, collaboration of service providers, leveraging existing community resources, eliminating barriers and assisting clients' access to supportive services.

In collaboration with the Hospital Council's Community Conversations and the Fresno-Madera Continuum of Care, Fresno's first pilot of a MAP, *MAP Point at the Poverello House (Pov),* opened February 17, 2015. *MAP Point at the Pov* is supported by full-time staff physically located on-site coupled with the coordinated efforts of multiple community partners rotating in on a daily schedule. Intakes/screenings are completed by on-site staff or a community partner and consists of the *Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT),* and *Community Screening Tool. Please see Appendices B-1 & B-2: MAP Screening Tools.*

The VI-SPDAT assesses the clients' various health and social support needs quickly in order to match them with the appropriate housing intervention. The assessment and subsequent housing matching occurs through use of a data system called *Homelink*. The intake questionnaire looks at how the client heard about MAP, where the client slept last night and what brought the client to MAP. This information is collected and analyzed. The MAP Community Group is currently developing a common intake questionnaire to assess for all life domain needs, including, but not limited to: substance use, mental health, social services, employment and housing, and trigger the use of the VI-SPDAT and linkage to appropriate resources or further assessment as identified.

The MAP Point Collaborative provides services at multiple MAP points at optimal strategic and geographic locations that have dense client flow, and to target underserved and un-served populations, the LGBTQ community, and geographically isolated groups with critical access needs. Each service provider is an access point using a common intake process to serve the individuals where they are. Once the intake and assessment are completed, each agency works within a centralized system for placement. The overall goals of the MAP Point project are as follows:

- Provide clients with a single point of entry in urban and rural communities where people may access health care and social services that promote their health, financial, and social well-being in the community.
- Support the client's resiliency and sustainability through appropriate linkages.
- Using best practices, engage the client in completing the Community Screening Tool and other appropriate tools to assist in the development of their linkage plan goals.
- Respect each client's ethnicity, gender, and belief system by utilizing cultural humility in all interactions.

The MAP Point Collaborative proposes to serve all clients who come to one of the MAP points, and to leverage partner resources to create community awareness of MAP services. Partners develop conservative estimates of initial duplicated contacts based on their experience at each of the sites.

4. ***For clients who require a system of care approach, provide a list of agencies with whom the MHP has interagency agreements.***

Please see FCMHP Provider Directories: http://www.co.fresno.ca.us/departments/behavioral-health/managed-care/consumer-and-provider-downloads

Provider Directories are also available in our threshold languages, English, Spanish and Hmong.

5. ***Provide a statement assuring that at least thirty days prior to implementation, the MHP will provide a copy or proposed draft of the MHP's Member Services***

Handbook/Brochure. The minimum components are: a) information about accessing services, b) description of services available, and c) beneficiary problem resolution processes.

Title 9, Chapter 11, (a)(2)(B)

The FCMHP has distributed copies of its *Guide to Medi-Cal Mental Health Services* and other beneficiary protection materials in English, Spanish and Hmong to all of the psychiatric inpatient hospitals under contract with it, to all of the DBH and contract clinics, and to all of the FFS providers. All service sites have been informed that beneficiaries must be given a complete set of informational materials (Beneficiary Guide, Notice of Privacy Practices, Advance Directive brochure, and a list of providers) upon initial accessing of services, or upon request. This also applies to County-operated service providers.

The FCMHP ensures that the DHCS-issued Medi-Cal Services for Children and Young Adults: Early & Periodic Screening, Diagnosis & Treatment (EPSDT) brochure, and Therapeutic Behavioral Services (TBS) brochures for Medi-Cal beneficiaries under 21 years of age and their representative in the following circumstances:

- At the time of discharge from an Inpatient Psychiatric Hospital;
- At the time of admission to a Skilled Nursing Facility (SNF) with a Specialized Treatment Program (STP) for the mentally disordered;
- At the time of admission to a Mental Health Rehabilitation Center (MHRC) that has been designated as an Institution for Mental Diseases (IMD);
- At the time of placement in a Rate Classification Level (RCL) 13-14 foster care group home; and at the time of placement in an RCL 12 foster care group home when the FCMHP is involved in placement.

All contract hospitals have been informed via written notification and training sessions that all Medi-Cal beneficiaries under 21 years of age admitted with an emergency psychiatric condition must be given notices regarding EPSDT and TBS at the time of admission. In addition, the Medi-Cal beneficiary's representative must also be given a copy of these notices at the time of admission.

The FCMHP also provides each beneficiary written notice of any significant changes in the information specified in Sections 438.10(f)(6) and (g) of Title 42 of the Code of Federal Regulations at least 30 days before the intended effective date of the change. In the case of providers, a "significant change" is defined as a 25% change in providers. In addition, all service sites have been informed of the beneficiary protection materials and other items, which must be available in the waiting room: grievance forms, envelopes addressed to the Managed Care division, appeal forms, forms for requesting a change of provider. Written materials are also available in alternative formats (e.g., large print or videos) for those who are visually limited.

Please visit http://www.co.fresno.ca.us/departments/behavioral-health/managed-care/consumer-access-to-mental-health-services/forms-videos

6. ***Provide a statement assuring that at least thirty days prior to implementation, the MHP will provide a copy or proposed draft of the MHP's Provider Handbook/Brochure which will be distributed to providers of the MHP. The minimum components are: a) procedure for requesting authorization of services, b) procedure for submitting claims for payment, c) beneficiary problem resolution processes, and d) provider problem resolution process.***

The FCMHP Documentation and Billing Manual is revised and distributed as needed, and is available online on the Managed Care website. The manual contains, but is not limited to: procedures for requesting authorization of services; procedures for submitting claims for payments; beneficiary problem resolution processes; and provider problem resolution processes.

The FCMHP Provider Manual contains important information about the FCMHP. It outlines how Medi-Cal beneficiaries seeking mental health treatment can access services and explains how a provider can submit claims for services. This manual also describes the complaint and grievance process, and reviews the Quality Improvement standards adopted by the FCMHP.

7. ***Describe how the MHP will provide for 24 hour phone line with linguistic capacity.***

24/7 Access Line

The FCMHP operates a toll-free, linguistically appropriate Access Line twenty four (24) hours per day, seven (7) days per week provided to beneficiaries for mental health and substance use disorder services. The toll-free number is **(800) 654-3937**. In September 2016, Exodus Recovery, Inc. was contracted to provide these services for the Fresno County Department of Behavioral Health in accordance with State and Federal regulations and to utilize the Access Line Database to log all calls. All calls received, including those transferred to emergency services or crisis stabilization services, are documented in the Access Line Database, identifying, at minimum, Caller's Name, Date of Call, and Disposition. The Access Line provides information to Medi-Cal beneficiaries about how to access SMHS, including information about the grievance and appeals processes and the State's fair hearing system.

The Access Line Database is a web-based application, developed with intuitive, decision tree-type functionality, and incorporates the requirements outlined within the State regulations referenced above. The Database is the mechanism used for collection of caller/client information received by phone, and to provide callers with information as required by the

State. The Access Line assesses and screens the needs of the caller, conducting triage to meet the needs of each client. Triage is provided by staff appropriate to the needs of the client (nursing staff, clinical staff, etc., as needed). They provide direct linkage with an appropriate plan for each client.

Calls requiring emergency or crisis stabilization services are transferred to the appropriate agency for follow up. Non-emergency calls are evaluated for mental health and/or substance use linkage. Access Line operators utilize resources including, but not limited to: client information within the County's Avatar Electronic Health Record system; knowledge of DBH programs, and community programs to evaluate the caller's need(s) and form an action plan with the caller. Access Line operators provide callers with clear instruction regarding next steps. *Please see Appendices C-1: Fresno County Mental Health Plan Access Line Database--Call Intake Flowchart,* and *C-2: Exodus Triage Script Flowchart.*

CONTINUITY OF CARE

Section 14684(d) W & I Code requires an MHP to assure continuity of care for current recipients of services during the transition to managed mental health care.

1. ***For beneficiaries receiving Fee-for-Service/Medi-Cal (FFS/MC) outpatient professional specialty mental health services prior to Phase II consolidation, describe the procedures the MHP will use for the transition of services to protect the continuity of care for beneficiaries. Include procedures:***

a) When the existing provider will continue as a member of the plan;
b) When the provider will not continue as a member of the plan;
c) Include a description of how the individuals and providers who are receiving or providing SMHS prior to Phase II consolidation will be notified of MHP policies and procedures.

Phase II consolidation was implemented in Fresno County on April 1, 1998. To ensure continuity of care during the transition period, the FCMHP developed an internal policy and procedure for when an existing FFS provider chooses to continue or not continue as a member of the FCMHP. The FCMHP deleted this policy during the last internal policy review, as providers had already chosen to continue with the FCMHP or had transitioned Medi-Cal beneficiaries they were seeing prior to April 1, 2000, to a FCMHP contracted provider, if they did not choose to contract with the FCMHP.

Currently, the FCMHP provides contracted individual, group, and organizational providers in our Adult System of Care and Children's Mental Health programs.

INTERFACE/COORDINATION WITH PHYSICAL HEALTH CARE

Sections 14683 and 14684 W & I Code requires coordination of care between providers of physical and mental health care as needed by beneficiaries.
Title 9, Chapter 11, Section 1810.310(a)(2)(D)

1. ***Describe how the MHP will interface with physical health care providers and provide clinical consultation and training when a beneficiary belongs to a physical health managed care plan and/or when the beneficiary has a FFS/MC primary health care provider.***

The FCMHP providers will coordinate with physical health care plans and primary care providers to address beneficiary's physical health care needs, regardless of whether the beneficiary belongs to a physical health plan.

FCMHP staff will make referrals to physical health care providers when it has been determined that the beneficiary's condition would be more responsive to physical health care based treatment. The FCMHP has established agreements with Medi-Cal Managed Care Plans CalViva Health and Anthem Blue Cross regarding:

a) Referral protocols between plans, including how the FCMHP will provide a referral to a physical health care provider when the FCMHP determines the condition would be responsive to physical health care-based treatment.
b) The availability of clinical consultation, including medication consultation, between plans.
c) Exchange of critical medical records information, within agreed-upon confidentiality guidelines.
d) A process for resolving disputes between plans.

When the beneficiary does not belong to a Medi-Cal Managed Care Plan, the FCMHP staff will provide clinical consultation and training, including consultation and training on medications and mental health issues to Primary Care Physicians (PCP), Federally Qualified Health Clinics (FQHC), Indian Health Centers and Rural Health Clinics. This will allow physical health care providers to utilize the MHP and its staff (including psychiatrists) as consultants regarding mental health issues.

A Primary Care Physician may request consultation regarding a beneficiary's medication issues with a MHP psychiatrist, or to another FCMHP provider about treatment issues to ensure optimum care to the beneficiary. In return, a FCMHP provider may request consultation with the PCP to coordinate treatment planning, or other issues pertinent to continuity of the beneficiary's care. *Please see Appendix D-3: PPG 4.1.10 – Interface with Physical Healthcare*

Maintenance of the beneficiary's confidentiality is of major importance. All mental health protected health information (PHI) will require the beneficiary's signed Release of Information

prior to the release or exchange of information in accordance with applicable State and Federal laws and regulations. *Please see Appendix E: PPG 1.3.8 – Acknowledgement of Confidentiality Mental Health Consumers*

ACCESS, CULTURAL COMPETENCE AND AGE APPROPRIATENESS

Under a 1915(b) waiver from the Health Care Financing Administration (HCFA), access to Medi-Cal SMHS must be maintained or enhanced under the waivered program. Section 14684(a)(9) of the W & I Code requires the delivery of culturally competent and age appropriate services to the extent feasible.

1. ***Describe the level of access to Phase II FFS/MC Mental Health Services, which existed prior to consolidation.***

Prior to Phase II implementation, access to services for Fresno County Medi-Cal beneficiaries were commensurate with revenue to treat eligible beneficiaries at that time. Approximately 3,257 unique beneficiaries were reported seen by FFS providers during fiscal year 1995-1996. A full range of psychiatric and psychological services were provided to beneficiaries in multiple locations, totaling approximately 7,352 contacts. Fresno County had approximately 239 beneficiaries in psychiatric nursing facilities. From July 1996 through June 1997 we had 50,591 bed days at a cost of $3,252,712. These beneficiaries had been in placement from several months to years. Access to these facilities will continue to be at appropriate levels to meet the needs of our beneficiaries.

It should be noted that the figures provided above were compiled using data collection methods that are not currently used. It is not possible for us to make an “apples to apples” comparison of pre- and post-consolidation, as we are not using the same methodology/technology for data collection today. As of July 1, 2010, the FCMHP began utilizing the Avatar electronic health record (EHR) system, which allows for more consistent and accurate data collection and reporting than was previously possible. The FCMHP has recently added an epidemiologist position to the Department. It is the goal of the FCMHP to utilize this expertise in order to more accurately track clients through the appropriate levels of care, measure the effectiveness of our services, identify areas of need, and allow for more relevant and targeted program planning and service delivery throughout the County.

2. ***Describe a) how access to SMHS will be maintained under Phase II consolidation, including geographical access, b) how the MHP will maintain access for special populations and, c) how the MHP will assure adequate service capacity for full scope Medi-Cal beneficiaries under age 21 years.***

Written Logs of Initial Contact

Mental Health Access Form (for Individual and Group Providers)

A beneficiary may request SMHS in person, by telephone or in writing. Each service access site maintains a written Access Log and completes an Access Form. In 2019, the Department of Health Care Services issued the MH SUDS Information Notice 19-020, which specifies the requirements necessary to comply with new regulations. The State would like to capture the MHP's timeliness of access to first assessment and first mental health service appointment for all non-psychiatry Specialty Mental Health Services.

Effective February 1, 2020, every provider offering outpatient non-psychiatry Specialty Mental Health Services in Fresno County must complete the MHP Access Form for clients who are 1) new to the MHP; 2) returning to the MHP after one year of absence; or 3) had an incomplete/unsuccessful assessment process. The forms are to be completed immediately upon first contact, upon case closure, or after a successful assessment process.

Individual and Group providers may access the form via this link and may complete an online or paper form. If paper forms are utilized, they must be mailed, not sent electronically. Organizational providers will enter the contact information directly into the Avatar Electronic Health Record.

The Access form captures the following information:

- Name, DOB & Patient ID (if available)
- Type and method of request
- Request Date
- Program Initiating the Request
- Referral source
- Status of service request
- Disposition
- Contact attempts to schedule first assessment (three attempts-no more than one attempt recorded each date)
- Initial assessment accepted appointment date
- Closure date (if beneficiary did not accept any offered assessment dates)
- Status of assessment appointment
- Initial treatment appointment and status
- Additional comments as appropriate

Cultural Humility Committee

The Cultural Humility Committee (CHC), formerly known as the Cultural Competency Committee (CCC) of the Fresno County Department of Behavioral Health strives to reduce/eliminate cultural disparity by improving access to culturally and linguistically sensitive,

competent mental health services for persons living with mental health, substance abuse, or co-occurring disorders. The CHC works collaboratively to promote and enhance awareness of and improve competency for cultural and linguistic diversity in Fresno County. The CHC meets on the first Thursday of the month from 8:30 a.m. – 10:30 a.m.

Culturally Responsive Plan in Humility – FY 2018/19

The Fresno County Behavioral Health System of Care (BHSOC) includes county Department of Behavioral Health staff and contracted organizational and individual providers who delivery Behavioral Health services in Fresno County. BHSOC is committed to constantly improving services to meet the needs of culturally diverse individuals who are seeking and receiving services. A number of objectives were developed through a stakeholder process, with input from various committees and stakeholder activities. *Click here to link to the Plan.*

Culturally Specific Services

In May, 2018, The Fresno Center for New Americans (FCNA) was awarded a contract with the FCMHP to provide culturally specific services that are a unique blend of traditional mental health services and non-traditional culture based treatments and supports in an integrated model for seriously mentally ill (SMI) clients in Fresno County's culturally diverse populations. The FCNA will provide outreach, culturally and linguistically competent, gender-sensitive, client-centered and age-appropriate specialty mental health services to unserved and underserved SMI clients and their families in specifically identified cultural/ethnic/linguistic populations.

The County's intent is to increase the number of cultures served, breadth of service, number of persons served, and the levels of care provided. Programs will provide outpatient and intensive case management services, with optional full service partnership services, along with holistic behavioral health care immersed in client culture. Clients who prefer to receive care within the context of their identified culture would be fully immersed in a comprehensive program.

The Holistic Cultural and Education Wellness Center

Holistic Cultural and Education Wellness Center Policy Procedure Guide for Alternative Holistic Healers

Holistic Cultural and Education Wellness Center Application for Eligibility – Alternative Holistic Providers

The Holistic Cultural and Education Wellness Center (HCEWC) is a program of Fresno Center for New Americans. The Holistic Center program aims to create and sustain a culturally competent, whole-person wellness center whose goal is to contribute to the learning of complementary

holistic healing practices, increase mental health awareness, reduce stigma and discrimination, and promote wellness and recovery.

The Holistic Center provides over 100 learning opportunities per month via workshops, support groups, and wellness activities that complement traditional mental health practices. The primary services offered are education, linkage, and referral services.

Services are provided by Cultural Brokers representative of the underserved communities of Fresno County (i.e. Latino, Hmong, Lao, Cambodian, Punjabi, and African American). All Brokers are bicultural and/or bilingual and together speak English, Spanish, Hmong, Lao, Khmer, Punjabi, and Hindi. Service Sites include the Main Site: 4879 E. Kings Canyon Rd, Fresno; Satellite Site: 108 N. Poplar Ave., Fresno; Rural Site: 580 Tulare Street, Parlier. Services are also provided at multiple community sites (e.g. schools, senior centers, day programs, etc.)

Network Adequacy Standards

Medicaid Managed Care Final Rule

Medicaid and CHIP Mental Health Parity Final Rule

Medicaid Managed Care Final Rule Presentation 12/2016

The Medicaid Managed Care Final Rule stipulates that treatment limitation, including non-quantitative treatment limitations like network adequacy, and financial requirements applicable to mental health/substance use disorder Medicaid benefits cannot be more restrictive than those limitations applicable to medical/surgical Medicaid benefits.[1] The implementation date for applying these standards is July 1, 2018.

Network Adequacy Certification and Validation-(NACT)

DHCS 2018 Specialty Mental Health Services Dashboard Report

Medicaid Managed Care Final Rule: Network Adequacy Standards

[1] Medicaid Managed Care Final Rule: Network Adequacy Standards, section 4.5 Mental Health Services

DHCS Managed Care Final Rule: Network Adequacy Standards & Network Certification Webinar 2/22/18

MHSUDS IN 18-011*: *Federal Network Adequacy Standards for MHPs & DMC-ODS Pilot Counties

In order to ensure adequate access to appropriate specialty mental health service providers in accordance with 42 CFR parts 438.68 and 438.20(c)(1), the DHCS will review, validate and certify the provider network of MHP. In order to demonstrate network adequacy, Plans must submit a completed Network Adequacy Certification Tool (NACT) beginning March 30, 2018 and every quarter thereafter.

AB 205: Medi-Cal Managed Care Plans

Assembly Bill (AB) 205 implemented specific provisions of the Final Rule, including network adequacy standards, and changed county categorization to be based on population *density* rather than population size. For the County of Fresno, Network Adequacy time and distance and appointment time standards are as follows:

APPOINTMENT TIME STANDARDS

Provider Type	Time Standards
Urgent Care appointments for services that do not require prior authorization	Within 48 hours of a request
Urgent appointments for services that DO require prior authorization	Within 96 hours of a request
Non-urgent appointment with a non-physician mental health care provider	Within 10 business days of request
Non-urgent appointment with a psychiatrist	Within 15 business days of request
Opioid treatment program	Within 3 business days of request

NETWORK ADEQUACY STANDARDS

Provider Type	Timely Access	Time and Distance
Psychiatry	Within 15 business days from request to appointment	Up to 45 miles or 75 minutes from the beneficiary's residence

Mental Health Services, Targeted Case Management, Crisis Intervention, & Medication Support Services	Within 10 business days from request to appointment	Up to 45 miles or 75 minutes from the beneficiary's place of residence
Outpatient SUD Services (other than opioid treatment programs-OTPs	Within 10 business days from request to appointment	Up to 60 miles or 90 minutes
Opioid Treatment Programs (OTPs)	Within 3 business days from request to appointment	Up to 45 miles or 75 minutes from the beneficiary's place of residence

Appointment Time Exceptions

The applicable appointment time standards may be extended if the referring or treating provider (or health professional providing triage or screening services) has determined and noted in the beneficiary's record that a longer wait time will not have a detrimental impact on the health of the beneficiary. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance as consistent with professionally recognized best practices. [2]

Alternative Access Standards

Exceptions may be granted to the time and distance standards.[3] DHCS may grant requests for alternative access standards if the Plan has exhausted all other reasonable options to obtain providers to meet the standard, or if DHCS determines that the Plan has demonstrated that its delivery structure is capable of delivering the appropriate level of care and access. Alternative access considerations include, but are not limited to: seasonal considerations, availability of telehealth services, or availability of community-based and mobile services.

[2] CCR, Title 28, section 1300.67.2.2(c)(5)(G)
[3] 42 CFR 438.68(d)(1)

Community-Based and Mobile Services

Rehabilitative SMHS (mental health services, crisis intervention, targeted case management and medication support), are to be provided in the least restrictive setting, consistent with the goals of recovery and resiliency, and may be provided anywhere in the community. When the provider travels to the beneficiary to deliver services, the FCMHP must ensure access timeliness standards are met and should be consistent with the beneficiary's individualized client plan.

Prior to Phase II, it was necessary for beneficiaries to travel to more centralized locations for services. FCMHP will continue to seek providers who will be responsive to timely access to services, location of services, cultural and language appropriateness, age, gender, treatment expertise and other specialized needs, to become part of the Provider Network.

Telehealth Services

The FCMHP utilizes telehealth services to meet network adequacy standards and as a basis for alternative access requests. FCMHP telehealth providers meet the State's time and distance standards. Telehealth providers must meet the following criteria:

- Licensed to practice medicine in the State of California.
- Screened and enrolled as providers in the Medi-Cal program.
- Able to comply with state and federal requirements for the Medi-Cal program.

DMC-ODS Waiver Services

As Fresno County is participating in the DMC-ODS pilot program, we are required to demonstrate compliance with the network adequacy standards set forth by DHCS. The parity rule applies to substance use disorder services also and stipulates treatment limitations, such as network adequacy, cannot be more restrictive than those limitations applicable to medical/surgical Medicaid benefits. Please refer to the County of Fresno Department of Behavioral Health Drug Medi-Cal Organized Delivery System Implementation Plan for more specific DMC-ODS information.

Performance Outcomes - Specialty Mental Health Services

Performance Outcomes CHILDREN & YOUTH SMHS Reports Dated March 13, 2018

Approved Specialty Mental Health Services for Children and Youth Ages 0-20: Mean Expenditures and Mean Service Quantity per Unique Beneficiary by Fiscal Year

Fresno County as of March 13, 2018

Fiscal Year	SD/MC Total $ Approved	IHBS (Minutes)	ICC (Minutes)	Case Manage-ment (Minutes)	Mental Health Services (Minutes)	Therapeutic Behavioral Services (Minutes)	Medication Support Services (Minutes)	Crisis Inter-vention (Minutes)	Crisis Stabilization (Hours)
FY 13-14	4,034	4,425	1,634	263	877	4,828	258	211	19
FY 14-15	4,514	3,986	1,429	284	960	5,089	252	153	21
FY 15-16	4,553	917	354	417	1,059	4,766	257	193	28
FY 16-17	4,772	1,162	220	420	1,109	4,597	249	193	29
MEAN	**4,468**	**2,623**	**909**	**346**	**1.001**	**4,820**	**254**	**187**	**24**

Fiscal Year	Full Day Tx Intensive (Hours)	Full Day Rehab (Hours)	Hospital Inpatient (Days)	Hospital Inpatient Admin (Days)	FFS Inpatient (Days)	Crisis Residential Tx Services (Days)	Adult Residential Tx Services (Days)	PHF (Days)	
FY 13-14	480	0	8	6	9	0	0	13	
FY 14-15	340	270	13	0	9	0	0	8	
FY 15-16	476	758	0	0	7	0	0	8	
FY 16-17	259	0	7	10	7	12	8	9	
MEAN	**389**	**514**	**9**	**8**	**8**	**12**	**8**	**10**	

Performance Outcomes ADULT SMHS Reports Dated March 22, 2018

Approved Specialty Mental Health Services for Adults Ages 21+: Mean Expenditures and Mean Service Quantity per Unique Beneficiary by Fiscal Year

Fresno County as of March 22, 2018

Fiscal Year	SD/MC Total $ Approved	Case Manage-ment (Minutes)	Mental Health Services (Minutes)	Medication Support Services (Minutes)	Crisis Inter-vention (Minutes)	Crisis Stabilization (Hours)	Full Day Tx Intensive (Hours)
FY 13-14	3,846	333	648	218	142	23	0
FY 14-15	4,303	313	645	232	138	23	0
FY 15-16	4,566	358	739	241	153	33	0
FY 16-17	4,715	344	776	240	171	32	0
MEAN	**4,358**	**337**	**702**	**233**	**151**	**28**	**0**

Fiscal Year	Full Day Rehab (Hours)	Hospital Inpatient (Days	Hospital Inpatient Admin (Days)	FFS Inpatient (Days)	Crisis Resi-dential Tx (Days)	Adult Resi-dential Tx Services (Days)	PHF (Days)
FY 13-14	148	5	4	9	16	50	31
FY 14-15	278	7	43	9	12	150	20
FY 15-16	0	6	0	10	18	0	15
FY 16-17	0	4	1	10	16	4	14
MEAN	**213**	**5**	**16**	**9**	**16**	**68**	**20**

Updated Managed Care Master Agreement for Individual and Group Providers

In February 2018, The Fresno County Board of Supervisors approved a superseding agreement to the Master Agreement, which allows individual and group providers to utilize unlicensed (registered) staff to perform SMHS. We anticipate that this will increase our pool of providers, thereby improving access to Fresno County beneficiaries. The most significant change being made from the existing Master Agreement for Individual and Group Providers is the addition of language that allows Medi-Cal billing for associate/unlicensed staff under BPC Chapter 13, Sections 4980.43, 4996.23, and 4999.47, and 9 CCR 1840.314 (e)(1)(F). The other change is an expansion of the definitions of “Provider” to include professional clinical counselors, and “Individual Provider” to include licensed professional clinical counselors (LPCCs).

This is a new agreement for individual and group providers, which supersedes, or replaces, the existing agreement. All providers are required to sign the new superseding agreement in order to continue to receive reimbursement for services. The new agreement is superseding the

original agreement, which expires on June 30, 2018, with the option of two additional 12-month extensions. The new agreement is required to continue with the same terms.

With the reorganization of our MHS delivery system, the goal is to provide decentralized, comprehensive delivery systems located in key, high-need areas of urban and rural Fresno County. This goal ensures that access to SMHS will be maintained under Phase II. We will continue to contract with all current individual providers and psychiatric nursing facilities classified as Institutes of Mental Diseases (IMD) that are willing to work with the FCMHP to provide appropriate services.

Rural Mental Health Services

Operated by Turning Point of Central California, the Rural Mental Health (RMH) program provides outpatient mental health services to children and adults living in rural Fresno County. Services are provided at six established rural service sites including Reedley, Pinedale, Sanger, Selma, Kerman and Coalinga. The RMH program is a Mental Health Services Act funded Full Service Partnership (FSP), Intensive Case Management (ICM), and Outpatient treatment program. The level of service provision is determined after the client has been assessed. FSP services are available 24 hours per day, seven days per week, and serves 162 clients at any given time. ICM services include case management and community-based crisis intervention services, and serves 1,517 clients per year. Turning Point's Outpatient program serves 947 clients per year. RMH clinics are designed to be welcoming, empathetic, culturally competent; trauma-informed and community-based. The majority of staff are bilingual and bicultural. *(Source: Turning Point of Central California Annual Report).*

Target Population

Full Service Partnership – Adults and children that live in Fresno County and have been assessed and determined to be in need of Full Service Partnership (FSP) level of mental health services. This population includes adults with severe mental illness (schizophrenia, major depression with psychotic features or bi-polar disorders), children with serious emotional disturbance, and those adults and/or children who have had recent admissions to the County's crisis stabilization center (CSC), acute inpatient or who have been incarcerated. Those rural clients that do not reside in one of the rural service cities identified above will be sought for delivery of services and/or transportation to services at one of the established rural sites.

Outpatient – Adults and children that live in rural Fresno County and have been assessed and determined to be in need of Outpatient (OP) level of mental health services. This population includes those who are Medi-Cal eligible and meet the State DHCS medical necessity criteria. For those clients who have been assessed and determined in need of OP services, services will be provided at the six established rural service sites noted above. Those clients that do not

reside in one of these rural sites will be sought for delivery of services and/or transportation to services at one of the established rural sites.

Kingsview Behavioral Health Systems, another of our contracted providers, offers rural triage and crisis co-response with Fresno County law enforcement to ensure rural clients in crisis are adequately and appropriately served.

Access for Special Populations

Currently, the FCMHP has a specialized team that collaborates with community-based agencies and provides direct SMHS to elderly beneficiaries. It is anticipated that this service will continue to develop and expand. The FCMHP has a contract with a special pool of providers delivering services to individuals referred by the County Department of Social Services as related to court-ordered services.

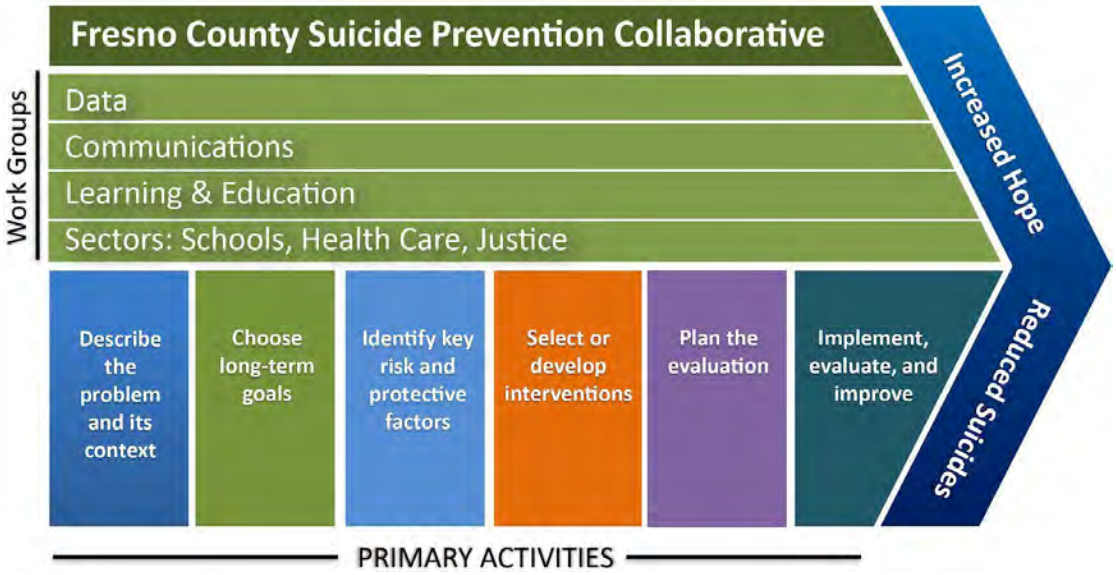
The FCMHP will continue to develop resources, contracts, agreements and MOUs in order to work with agencies for the coordination of appropriate services to beneficiaries with additional needs, such as ethnic populations, foster care youth, dual diagnosis clients, hearing and visually impaired, developmentally disabled, physically challenged, and those with linguistic needs. Reorganizing our health delivery system will allow for the continued use and/or expansion of existing service delivery sites, thus maintaining and promoting access for special populations.

Fresno County Community-Based Suicide Prevention

Fresno County Community-Based Suicide Prevention Strategic Plan

In October 2011, a group of community leaders came together to look differently at our community's mental health system of care. Driven by the closure of the County's 24-hour mental health crisis unit (CCAIR), the group recognized that our ability to transform our mental health system was much greater working together than on our own as individuals, hospitals, government agencies, universities or community-based organizations.

Community Conversations around Mental Health has been working together ever since. What started as a short-term effort has turned into a sustained and committed group of individuals across nearly every sector of our community. In late 2016, when our community experienced a cluster of teen suicides, Community Conversations stepped up to facilitate an effort to form a Suicide Prevention Collaborative, to harness the passion around making a change in the suicide rate and to create a community-wide Suicide Prevention Plan. The Fresno County Department of Behavioral Health has served as the backbone organization to organize monthly meetings and has engaged three suicide prevention experts, DeQuincy Lezine, Ph.D., Noah Whitaker and Stan Collins to assist us in this endeavor. The model below was developed by Noah Whitaker:



Services Available Post-Hospitalization

Supervised Overnight Stay Visits (SOS)

In addition to services that are coordinated through the MAP Point at the Povarello House, the County of Fresno will provide after-hours/overnight stay services for a maximum of four nights for mental health consumers from local hospital Emergency Departments (EDs). Many persons with acute mental health needs have multiple and frequent admissions to the emergency department, which lacks the resources to effectively address these needs and most of these individuals do not require hospitalization. This program will operate 24 hours a day, 7 days a week, including holidays. This program will enhance and improve crisis services by lowering emergency department visits, length of stay and recidivism rates, as well as provide linkage to appropriate mental health programs and services.

Crisis Residential Treatment Program (CRT)

In early 2018, **Central Star Behavioral Health Group** was awarded the contract to provide crisis residential treatment services to beneficiaries in Fresno County. Funded by the Fresno County DBH, the Crisis Residential Treatment program, is a short-term, 16 bed recovery-based program located in Fresno, CA. It offers a home-like setting for adults ages 18-59 experiencing serious psychotic episodes or intense emotional distress who might otherwise face hospitalization

and/or incarceration. Treatment is for a stay of up to 30 days. Services are provided 24 hours a day, 365 days a year and include assessment, physical and psychological evaluation, mental health and case management services, in addition to assistance locating temporary, permanent and/or supportive housing. Services include:

- Therapeutic and Mental Health Services
- Rehabilitation/recovery services, including substance use rehabilitation services
- Family inclusion
- Pre-vocational or vocational counseling
- Medication evaluation and support services
- Daily exercise and health/wellness education
- Crisis intervention

Individuals and families may self-refer or are referred through the Fresno County DBH, its contractors, Institutes of Mental Disease (IMDs), hospital emergency departments, outpatient mental health clinics, community mobile crisis response teams, local law enforcement, and other sources.

Who May Use CRT Services

The Fresno CRT is intended for:

- Adults ages 18-59
- Those who are at risk of experiencing a crisis
- Those who are appropriate for an environment with shared living
- Those who are willing to actively participate in developing their own plans for recovery
- Those who are non-violent and not sex offenders
- Those who have Medi-Cal or are not insured

Housing Services for Homeless

In May, 2018, a contract was awarded to WestCare California, Inc. to provide Emergency Solutions Grant (ESG) homeless services as well as the housing component of the County's Housing and Disability Advocacy Program (HDAP). Services are based on 24 CFR 76, which outlines the eligible activities including Rapid Rehousing, Emergency Shelter, Street Outreach, Homeless Prevention, Homeless Management Information System (HMIS), and Administration. The HDAP housing provider would serve up to 120 individuals through the 23-month period of the contract.

24-Hour Availability of Services to Address Urgent Conditions-In-County

The FCMHP maintains a statewide toll-free beneficiary Access Line with language interpretation capability 24 hours a day, seven days a week. The toll-free line provides information on access to SMHS, including urgent and emergent care. As of September 1, 2016, the FCMHP Access Line is being operated by Exodus Recovery, Inc., through the Exodus Crisis Stabilization Center. Exodus staff with mental health training, certification, and/or licensure, receive the calls and determine the nature of each call. If the caller requires language assistance, the call is coordinated with Linguistica International, the County's contracted language interpretation service. Exodus staff will triage the caller using the Exodus Triage Script Flow Chart. *Please see Appendix C-2.*

Mental health beneficiaries with urgent or emergent conditions will be transferred to 911 for emergency assistance, or if able/safe, be advised to enter the system through the FCMHP Urgent Care Wellness Center from 8-5, Monday-Friday, or walk in to the Exodus Crisis Stabilization Unit (adults) or the Central Star PHF (children and youth) for 24 hour, 7 days per week assistance. If inpatient hospitalization is deemed necessary, beneficiaries will be transferred to the Exodus Psychiatric Health Facility-PHF (adults) or the Central Star PHF, or to another LPS facility if beds are not available.

24-Hour Availability of Services to Address Urgent Conditions-Out of County

The FCMHP ensures that Medi-Cal beneficiaries, when out of the County, will have adequate access to SMHS. Out of County beneficiaries may include children adopted from Fresno County, or placed in guardianship with family, or in foster care; children or adults in residential placement, or beneficiaries who are visiting another county or recently changed county of residence. Beneficiaries who require urgent or emergent mental health services may call the FCMHP toll-free Access Line, (800) 654-3937, to request information on how to access SMHS out of County. If the beneficiary has an urgent mental health need or is in crisis, the beneficiary may go to the nearest psychiatric or medical hospital or facility for assessment and crisis stabilization.

Access for Beneficiaries Living Out of the County

Beneficiaries living outside of Fresno County and wishing to seek specialty mental health services may contact the FCMHP toll-free Access Line at (800) 645-3937 for information or authorization. The FCMHP may refer the client to a currently contracted individual or group provider if there is one available. Beneficiaries may access services with the host county MHP or provider who would then contact the FCMHP Managed Care division for authorization. *See*

Appendices D-1: Dept. of Behavioral Health PPG 2.1.10c Access for an Out of the County Beneficiary Fresno County and *D-2: DBH PPG 4.2.4 Authorization of SMHS, for Out of County Providers, Day Treatment Intensive or Day Rehabilitation.*

Threshold Languages

Fresno County has a very diverse population. According to the 2010 Census, the ethnic breakdown includes: 32.7% White, 50.3% Hispanic, 5.3% African American, 1.7% Native American, 9.6%, 0.2% Native Hawaiian and Other Pacific Islander, and 4.5% Two or More Races. The Fresno County MHP has identified three (3) threshold languages in the County: English, Spanish and Hmong.

Statistical information per the California Pan-Ethnic Health Network (CPEHN) for Fresno County, languages other than English spoken at home for Fresno County in 2012:

- 76.2% Spanish
- 14.8% Asian (6.5% Hmong, 1.8% Laotian, 1.8% Tagalog, 1.2% Cambodian)
- 7.5% Other Indo-European language
- 1.5% Other languages

Based on this information, English, Spanish and Hmong are identified as threshold languages. Services are provided to beneficiaries in their preferred language. Written materials are translated into these languages and are made available to beneficiaries at service locations and posted on the County website.

Information Provided to Persons with Visual and Hearing Impairments

The Fresno County MHP will utilize the State TTY relay system, (7-1-1), as needed, for hearing impaired beneficiaries. The FCMHP will communicate with the local Valley agencies for the blind and hard of hearing to disseminate information about the FCMHP services offered. Beneficiary informational materials are available in alternate forms (i.e., large print and online videos for the visual and hearing impaired). FCMHP Agency partners for these services

Deaf and Hard of Hearing Services, Inc.
5340 N. Fresno Street
Fresno, CA 93710
(559) 225-3323

Valley Center for the Blind
3417 W. Shaw Avenue
Fresno, CA 93710
(559) 222-4447

Choice of Practitioner

For non-emergent or urgent requests for SMHS, the beneficiary will be offered a choice of provider whenever possible, and a request for a service provider with appropriate cultural and linguistic competence will be explored and documented.

The FCMHP will provide beneficiaries an opportunity to change providers at any time during the course of treatment. If the beneficiary requests a change of provider, the beneficiary will complete a *Request for Change of Service Provider* form. This form, together with a stamped, self-addressed envelope is available at all provider sites. The FCMHP staff will begin investigating the request in a timely manner. Criteria for accommodation of request will include, but not be limited to, the beneficiary's diagnostic and clinical issues and the impact of the change on treatment and plan of care goals; provider's ability to deliver the service (e.g., time conflicts with appointment availability), and the provider's treatment style and/or specialty.

Second Opinions

The beneficiary will be informed through informational brochures and verbally during the initial assessment of his or her right to request a second opinion if, after the initial assessment, the request for mental health services is denied due to a lack of medical necessity. All requests for a second opinion are to be sent to the Managed Care division, except for beneficiaries with a third-party payer, who will be referred to their primary insurance. The Managed Care Utilization Review Specialist (URS) will review the written assessment and any other pertinent information completed by the provider and/or beneficiary. Telephone contact with the beneficiary is made, as necessary.

If the URS determines that a second opinion is warranted, the URS will authorize a reassessment with a licensed in-house or contracted provider. If the URS concurs with the determination of lack of medical necessity, the beneficiary will be advised of the formal grievance procedure, and provided a brochure explaining the beneficiary's right to file a complaint, grievance, or for a State fair hearing.

Services to Beneficiaries Under Age 21

Accessing Mental Health Services for Medi-Cal Youth Ages 0 to 21

Foster children under age 21 who are enrolled in Medi-Cal have an entitlement to the EPSDT benefit, which provides comprehensive screening, diagnostic, treatment, and preventive health care services.

Efforts are being made to extend a network of FCMHP providers to deliver services related to Early Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental SMHS. These providers will increase access for beneficiaries under the age of 21 years. We will use current providers as well as expanding with LCSWs, LMFTs, LPCCs, and RNs certified in mental health to meet the needs of the less than 21 years of age population. We are currently in recruitment to hire additional County staff to increase the services for EPSDT-qualified children and families through our Children & Youth System of Care and rural clinic sites.

School Based Enhanced Prevention/Early Intervention/Expanded Treatment

Fresno County DBH is looking to expand mental health treatment and prevention and early intervention services for children and youth at school, home, and community locations in Fresno County. Through its DBH, MHSA, Community Service and Supports (CSS) and Prevention and Early Intervention (PEI) component, and through input from the community stakeholder process, the Department recognized the need to provide school based mental health treatment and PEI for both metropolitan and rural areas to children and youth enrolled in school grades Kindergarten through High School.

Through DBH, MHSA, and PEI components, the Department recognized the need to provide Prevention and Early Intervention School Based Programs Kindergarten through Twelfth Grade, to help reduce stigma and discrimination against mental illness and provide services related to mental well-being and mental health services. Children/youth with Serious Emotional Disturbance (SED) who also experience co-occurring mental health and alcohol/substance use disorders and/or discipline issues will be included among those served.

On June 5, 2018, Fresno County DBH entered into an agreement with the Fresno County Superintendent of Schools in order to help achieve these gains. The school districts are public school districts which also coordinate their own mental health services within the jurisdictional boundaries specific to each school district. The Fresno County Superintendent of Schools has similar goals of Fresno County DBH to expand mental health treatment and PEI services for its students and families across Fresno County, and to provide integrated student supports through a collaboration with Fresno County's DBH.

The Fresno County DBH is a Mental Health Plan as defined in Title 9, CCR, §1810.226. The Fresno County Superintendent of Schools (Contractor) is qualified, has the staffing, facilities, support services and is willing to provide said expanded mental health services at school, home, and community locations throughout Fresno County, pursuant to the terms and conditions of this Agreement. *Please see Appendix F-3 for a sample of the Agreement.*

SERVICES FOR CHILDREN AND YOUTH IN FOSTER CARE

AB-403 – Foster Youth: Continuum of Care Reform

Continuum of Care Reform (CCR) – AB 403

Continuum of Care Reform – CDSS Resources

Continuum of Care Reform – Overview of Provider Requirements

In October 2015, the California State Legislature passed AB-403, Continuum of Care Reform (CCR), which provided for the reclassification of treatment facilities and the transition from the use of group homes for children in foster care to the use of short-term residential therapeutic programs (STRTPs). The intent is to improve California's child welfare system and its outcomes by using comprehensive initial child assessments, increasing the use of home-based family care, and reducing the use of congregate care placement settings and creating faster paths to permanency.

The bill, which came into effect January 1, 2017, provides for the development of child and family teams (CFTs), to inform the process of placement and services to foster children and children at risk of foster care placement. Services are consistent with the objectives of the Katie A. Settlement Agreement, which include the timely provision of an array of appropriate services that are coordinated, comprehensive, and community-based, which address the needs of children and youth with more intensive needs requiring medically necessary SMHS in their own home, or homelike-setting in order to facilitate reunification. The bill requires all licensed foster family agencies (FFAs) to approve resource families, in lieu of certifying foster homes.

The CCR is designed so that all children will live with a committed, permanent and nurturing family with a focus on trauma-informed family-based care. Child Welfare in all counties use CFTs to drive placement decisions, case planning, and care coordination. CFTs are built to listen to and prioritize the "youth voice." The process begins with the CFT meeting to discuss placement options to best meet the child's needs.

Implementation for CCR will occur in stages between 2017 and 2021 in Child Welfare Services, and in succeeding years in probation foster care.

There is one FFA provider with an approved Resource Family Approval Implementation Plan in Fresno County serving children and youth: Promesa Behavioral Health. They offer services to both male and female youth between the ages of 12-17. They provide shelter and therapeutic care to youth who have been neglected, abandoned, and physically, emotionally, and/or sexually abused. Youth come from all over the State of California and are placed through

Department of Children and Family Services and Juvenile Probation. Promesa also accepts placements through the Adoptions Assistance Programs (AAP). Promesa provides 24 hour care by teams of qualified Child Care Workers, and overnight staff remains awake and accessible to the youth.

Foster Family Agencies (FFAs)

The FCMHP recognizes the irreplaceable role of the foster parent in the lives of each and every child placed away from his/her birth parents. It is the expectation of the COUNTY that the foster parent, rather than the FFA social worker, will be the primary source for parenting activities for the child. Foster parents are in the unique position to best meet the child's emotional needs and to deliver messages to the child that he/she is loved, valued, and whose success is of the utmost importance to his/her new foster parents. The ability of the child who has been removed from his/her parents to begin to form new relationships with the foster parents as "parent figures" is critical to the child's recovery from past trauma and their ability to begin to heal from past pain, fears, and feelings of anger and abandonment.

The Family-to-Family Initiative, as developed by the Annie E. Casey Foundation, was adopted by the COUNTY in 2003. It is designed to reform the child welfare and foster care system nationwide as well as improve outcomes for children and families. Fresno is one of the 25 counties in California that actively participates in the F2F Initiative. Notably, the County of Fresno has been designated as an Anchor Site for the Central and Coastal areas in California.

Caregivers who wish to provide foster care to children and youth begin the process through the Resource Family Approval Program (RFA). RFA is a new family-friendly and child-centered caregiver approval process that combines elements of the current foster parent licensing, relative approval, and approvals for adoption and guardianship processes and replaces those processes. The RFA and the Quality Parenting Initiative (QPI) support the Continuum of Care Reform.[4]

AB-1299: Presumptive Transfer for Foster Children Placed Out of County

MHSUDS IN 17-032: Implementation of Presumptive Transfer for Foster Children Placed Out of County

MHSUDS IN 18-027: Presumptive Transfer Policy Guidance

[4] http://www.cdss.ca.gov/inforesources/Resource-Family-Approval-Program

To provide children and youth in foster care who are placed outside their counties of original jurisdiction access to SMHS in a timely manner, consistent with EPSDT requirements, AB 1299 was enacted to establish presumptive transfer. *Presumptive transfer* means a prompt transfer of the responsibility for the provision of SMHS from the county of original jurisdiction to the county in which the foster child resides (host county). Decisions regarding presumptive transfer should occur with the child, his/her parent, and the Child and Family Team member, in consultation with other professionals who serve the child or youth.

Presumptive Transfer Policy Guidance

Assembly Bill 1299 – Chapter 603: Medi-Cal SMHS – Foster Children

In Fresno County, we are committed to the timely and effective delivery and payment of specialty mental health services to children and youth in foster care who are placed outside of their county of jurisdiction and into a different county of residency.

To provide children and youth in foster care who are placed outside their counties of original jurisdiction timely access to SMHS in a timely manner, AB 1299 was enacted to establish presumptive transfer.[5] Presumptive transfer means a prompt transfer of the responsibility for the provision of, or arranging and payment for SMHS from the county of original jurisdiction to the county in which the foster child resides (host county).

The MHP in the child's county of residence is required to accept an assessment, if one exists, of needed SMHS from the county of original jurisdiction.

Nothing should preclude the MHP of residence from updating the assessment or conducting a new assessment if clinically indicated, but this may not delay the timely provision of SMHS.

Effective July 1, 2017, the responsibility for authorization, provision, and payment of SMHS will transfer from the county of original jurisdiction to the county of residence.[6]

Each time a child is placed outside of the county of original jurisdiction, presumptive transfer and the waiver process apply. In the event that a child's placement status changes and the child is placed back within the county of original jurisdiction, the placing agency in the county of

[5]Presumptive transfer only applies to children and youth who experience inter-county moves within California and does not apply to children and youth placed out of state.
[6] Welfare & Institutions Code § 14717.1(f)

original jurisdiction must notify the MHP in the former county of residence as well as the MHP in the county of original jurisdiction that the responsibility for providing or arranging for the provision of SMHS is returning to the county of original jurisdiction. This notification should be made through each county MHPs designated presumptive transfer single point of contact. County placing agencies may align or coordinate their existing policies and processes, including the use of locally developed forms, to ensure the notification requirements described are met.[7]

Fresno County MHP Presumptive Transfer Referral Process

FCMHP Presumptive Transfer AB1299 Referral Process

Fresno County Behavioral Health are committed to timely and effective delivery and payment of specialty mental health services to children and youth in foster care who are placed outside of their county of jurisdiction and into a different county of residency (host county). In Fresno County, presumptive transfer is handled by our Youth Wellness Center.

The County of Jurisdiction is responsible for preparing and sending a ***complete*** presumptive transfer packet to Aimee Rojas, LCSW, Fresno County DBH. The county of jurisdiction should call Ms. Rojas to confirm receipt.

- The county of jurisdiction should complete a mental health assessment prior to placing the child/youth; the host county may use as a basis for treatment
- The onus is on the accepting STRTP to obtain a copy of the presumptive transfer packet from the social worker in the county of jurisdiction
- The placing agency in the county of jurisdiction is responsible for changing the client's MEDS information
- MEDS address should be the STRTP address
- The AID code must be a foster aid code

For Presumptive Transfer referrals to Fresno County, please be sure to include all of the following information:

- Identifying information about the child: name, date of birth, address (Include contact information for the caretaker, including name and phone number)
- Name, location, and contact information of the referring placing agency
- Name and contact information of who can sign release of information
- Name and contact information of who can sign consents

[7] IN 18-027 Presumptive Transfer Policy Guidance

- Send the most recent consent for services (minute order), JV-220, and consent for medication
- Send, or arrange to have sent, the most recent mental health records, including the most recent mental health assessment.

Referrals may be sent to the following E-mail:
DBHAB1299@co.fresno.ca.us

Presumptive Transfer Contact:
Aimee Rojas, LCSW
(559) 600-8918

Presumptive Transfer and the Child and Family Team (CFT)

Presumptive transfer must be discussed by the CFT in situations in which a child or youth is to be placed outside the county of original jurisdiction. The use of an effective CFT process is especially important when an out of county placement is being considered and is the primary vehicle for coordinating care.

In the context of presumptive transfer, the CFT process informs placement decisions, as well as the child or youth's foster care case plan, and mental health treatment plan. If an out of county placement occurs and SMHS are presumptively transferred to the county of residence, the SMHS provider(s) from the county of residence MHP becomes part of the child or youth's CFT.

The child welfare agency or probation department that maintains jurisdiction of the foster care case must ensure a CFT exists for the child or youth in foster care and is responsible for convening the CFT meetings regardless of the county of residence or the MHP responsible for providing SMHS. The county of original jurisdiction child welfare or probation agency responsible for placement must collaborate with the county of residence MHP, and the MHPs contract providers if applicable, to ensure a CFT exists and meetings occur.

The placing agency and all involved entities must coordinate to ensure that there is a single CFT for each child or youth and his or her family. CFT membership is intentionally flexible and dynamic, so team participants will continue to change as needs and strengths change. Counties are encouraged to consider agreements and relationships established through the CFT process as a way to address questions, discuss concerns, develop resources, and solicit the input of other team members. When children, youth, and families give input and see their ideas reflected in the decisions and plans being implemented, they are more likely to reach a positive result.

An effective CFT process allows the child or youth and families to actively participate in case planning, and may over time lead to an increase in positive outcomes, including improvements in placement stability. The CFT process represents an opportunity to mitigate the negative impacts a change in placement can have on a foster child or youth and his or her family. The CFT strives for permanency with the foster child or youth's own family or other resource families. As such, the CFT should develop a plan for the foster child or youth to return to his or her community with clear milestones, goals, and timelines, when appropriate. The plan should consider the desired outcomes for the foster child or youth, including keeping the foster child or youth connected to relationships in the county of original jurisdiction if and when appropriate.[8]

The Child and Family Team-CFT

MH SUDS IN 18-022 The California Children, Youth, and Families Integrated Core Practice Model and the California Integrated Training Guide

All County Letter ACL No. 16-84 – Requirements and Guidelines for Creating and Providing a CFT

Child and Family Teams (CFTs) – Frequently Asked Questions

A Child and Family Team (CFT) is a group of individuals that includes, at a minimum, the child or youth, family members, providers, natural community supports, and other individuals identified by the family who are invested in the child, youth, and family's success. Team members also include representatives from the placing agency, the MHP, or its contracted providers, and any other formal systems supporting the child, youth, or family.

The CFT process drives case planning for children and youth involved in the child welfare and probation systems. The CFT process is also vital to effective care coordination when children and youth are also receiving SMHS. Since every child and youth in foster care is required to have a CFT, CDSS and DHCS strongly encourage county placing agencies, MHPs or their contracted providers, and community provider organizations to actively participate in an inclusive CFT process. Social workers and probation officers are required to consult with the CFT

[8] MHSUDS IN 18-027: Presumptive Transfer Policy Guidance

when discussing placement needs, services and supports to youth and families, and when developing a case plan for a child or youth.[9]

Integrated Core Practice Model (ICPM)

The Integrated Core Practice Model (ICPM) incorporates the practice of teaming for all children or youth that are Medi-Cal beneficiaries and their families. The CFT is central to the CPM. The CFT is comprised of the child or youth and family and all of the ancillary individuals who are working with them to address the child or youth's needs and strengths, successful mental health treatment, and achieving plan goals.

The ICPM is a framework that sets the child and family team as the primary vehicle for a team-based process built on ten principles of family engagement, typically implemented in four phases. Click here access the *California Integrated Core Practice Model Guide*. Click here for the *Integrated Training Guide*.

Placing Agency Responsibilities

Placing agencies are responsible for information the foster child, the person/agency responsible for making mental health care decisions on the behalf of the foster child, and the child's attorney, of the presumptive transfer requirement under AB 1299.

Effective July 1, 2017, presumptive transfer applies under the following three conditions:

1. For any foster child who is placed by a placing agency out of the county of original jurisdiction on or after July 1, 2017, the responsibility to provide or arrange for the provision of and payment for SMHS will transfer to the county of residence.

2. For any foster child who resides in a county other than the county of original jurisdiction after June 30, 2017, that is not receiving SMHS consistent with his/her mental health needs as specified in the child's client plan, the responsibility to provide or arrange for the provision of and payment for SMHS will be transferred to the MHP in the *county of residence.*

[9] *MH SUDS IN 18-027: Presumptive Transfer Policy Guidance*

3. For any foster child who resides in a county other than the county of original jurisdiction after June 30, 2017, and who continues to reside outside the county of original jurisdiction after December 31, 2017, the responsibility for the provision and payment of SMHS will be transferred to the county of residence no later than the child's first regularly scheduled status review hearing conducted pursuant to W & I Code 366 in the 2018 calendar year.

Exceptions to Presumptive Transfer & Waiver Determinations

Presumptive transfer is intended to ensure the timely provision of SMHS to foster children and youth placed outside of the county of original jurisdiction by promptly transferring the responsibility for providing SMHS to the county of residence.

There are some situations when the responsibility should remain with the county of original jurisdiction. A set of exceptions to presumptive transfer are specified in the following:

- Welfare & Institutions Code § 14717.1(d)(f)(A-D)
- MHSUDS IN 17-032: Implementation of Presumptive Transfer for Foster Children Placed out of County

Presumptive Transfer Notification and Waiver Templates

- IN 18-027 Attachment C: Presumptive Transfer Informing Notice Template
- IN 18-027 Attachment D: Notice of Transfer of Responsibility for SMHS Template
- IN 18-027 Attachment E: Presumptive Transfer Waiver Request Form Template
- IN 18-027 Attachment F: Presumptive Transfer Waiver Determination Notification Template

Short-Term Residential Therapeutic Programs (STRTPs)

Short-Term Residential Therapeutic Program Interim Licensing Standards Version 2

The Short-Term Residential Therapeutic Program Interim Licensing Standards constitute the written instructions authorized by AB 403 for the CDSS to implement the Continuum of Care Reform provisions that govern STRTPs on and after January 1, 2017. The aim of STRTPs is to provide trauma-informed family-based care. Caregivers, legally prioritized for adoption, will

have access to training, services, supports and funding from various agencies to enable them to care for children and youth in the least restrictive setting.[10]

EPSDT INTENSIVE SERVICES THAT MAKE UP PATHWAYS TO WELL-BEING: ICC, IHBS & TFC

Medi-Cal Manual for ICC, IHBS, & TFC

Intensive Care Coordination and Intensive Home-Based Services (formerly known as Katie A. services) are intensive, needs-driven, and strength-based services intended for children and youth and their families in addition to other EPSDT mental health services. These children and youth qualify to receive a more intensive array of medically necessary mental health services in their own home, a family setting, or the most home-like setting in order to meet their needs for safety, permanence, and well-being. Service provision is guided by the Core Practice Model.

Intensive Care Coordination (ICC)

ICC is similar to the activities routinely provided as Targeted Case Management (TCM); ICC services must be delivered using a Child and Family Team described above to develop and guide the planning and service delivery process. Although more than one mental health provider/practitioner may participate in the CFT, there must be an identified mental health ICC coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child or youth's assessment and plan addresses their needs and strengths in the context of the CPM.

While the key service components of ICC are similar to TCM, ICC differs in that it is fully integrated into the CFT process and it typically requires more frequent and active participation by the ICC coordinator to ensure that the needs of the child or youth are appropriately and effectively met.

Intensive Home-Based Services (IHBS)

IHBS are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child or youth and his/her significant support

[10] CDSS CCR Infographic Fact Sheet

persons and to help the child or youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services.

The difference between IHBS and more traditional outpatient SMHS is that the service is expected to be of significant intensity to address the mental health needs of the child or youth, consistent with the plan and the CPM, and will be predominantly delivered outside an office setting and in the home, school, or community.

Staffing Requirements: TFC is a short-term, intensive, highly coordinated, trauma-informed, and individualized intervention provided by a TFC parent. The TFC Agency is responsible for ensuring that the TFC parent meets both Resource Family Approval (RFA) program standards and the required qualifications as a TFC parent. The TFC parent will work under the supervision of the TFC Agency, and under the direction of a Licensed/Registered/Waivered Mental Health Professional employed by the TFC agency. IHBS are typically (but not only) provided by paraprofessionals under clinical supervision. Peers, including parent partners, may provide IHBS. The TFC Agency will provide oversight of a network of parents. The TFC Agency activities include:

- Recruiting, approving (unless already approved by the county), and annually re-approving TFC parents, following the RFA process, as well as Medi-Cal SMHS requirements as a TFC parent who has the ability to meet the diverse therapeutic needs of the child or youth
- Providing, at a minimum, 40 hours of required training for the TFC parent, prior to the TFC parent providing TFC
- Actively participating in the CFT to identify supports for the child/youth and family, including linking the child or youth with a TFC parent who can best meet the child's or youth's individual needs
- Integrating the parent and appropriate staff into the existing CFT
- Providing competency-based training to the TFC parent, both initially and ongoing
- Providing ongoing supervision and intensive support to the TFC parent
- Monitoring the child's/youth's progress in meeting client plan goals related to TFC
- Maintaining documentation (progress notes) related to interventions used by the TFC parent to assist the child/youth in meeting the child's/youth's client plan goals

Service Locations: ICC and IHBS may be provided in any setting where the child or youth is naturally located, including the home, group home, schools, recreational settings, child care centers, and other community settings. TFC is provided in a family-like home, in a community setting, thereby avoiding residential, inpatient or institutional care.

Billing Lockouts: Staff cannot bill for ICC or IHBS during the same hours of the day as Day Treatment Intensive, Day Treatment Rehabilitation, Group Therapy, or Therapeutic Behavioral Services (TBS).

As of July 1, 2017, ICC and IHBS services may be provided to and reimbursed for children and youth who are placed in group homes or Short-Term Residential Therapeutic Programs (STRTPs) and meet medical necessity criteria to receive these services. MHSUDS Information Notice No. 17-055 removed the lockout for ICC and IHBS services provided to children and youth in Group Homes.

Therapeutic Foster Care – TFC

Therapeutic Foster Care Training Resource Toolkit December 2017

Therapeutic Foster Care is a short-term, intensive, highly coordinated, trauma-informed and individualized intervention, provided by a TFC parent to a child or youth who has complex emotional and behavioral needs. TFC is available as an EPSDT benefit to children and youth. Therapeutic Foster Care is provided under the EPSDT benefit to all children and youth who:

- Are under age 21
- Are eligible for the full scope of Medi-Cal services
- Meet medical necessity criteria for SMHS

Membership in the Katie A. subclass is not a prerequisite to receiving TFC. It is not necessary for a child or youth to have an open child welfare case, or be involved in juvenile probation, to be considered for TFC. In addition, TFC must be provided to all children and youth who meet medical necessity criteria for TFC.

The MHP must make individualized determinations of need for TFC based on each child's or youth's strengths and needs. TFC is appropriate for children and youth with more intensive needs, or who are in or at risk of placement in residential or hospital settings, but who could be effectively served in the home and community.[11]

Child welfare departments, juvenile probation, and MHPs have an affirmative responsibility to determine if children and youth who meet medical necessity criteria need TFC. The following are the circumstances in which TFC may be appropriate to address the child's or youth's mental health needs. These circumstances should be considered as indicators of need for TFC and are intended to be used to identify children and youth who should be assessed to determine if TFC is medically necessary. These indicators of need are not requirements or conditions, but are

[11] Medi-Cal Manual for ICC, IHBS and TFC Services for Medi-Cal Beneficiaries, 3rd Edition, January 2018

provided as guidance in order to assist counties in identifying children and youth who are in need of TFC:

- The child or youth is at risk of losing his or her placement and/or being removed from his or her home as a result of the caregiver's inability to meet the child's or youth's mental health needs; and, either:
- There is recent history of services and treatment (for example, ICC and IHBS) that have proven insufficient to meet the child's or youth's mental health needs, and the child or youth is immediately at risk of residential, inpatient, or institutional care; or
- In cases when the child or youth is transitioning from a residential, inpatient, or institutional setting to a community setting, and ICC, IHBS, and other intensive SMHS will not be sufficient to prevent deterioration, stabilize the child or youth, or support effective rehabilitation.

TFC Parent Required Qualifications

To qualify as a Medi-Cal provider, the TFC parent must be approved as a TFC provider, and as a resource parent by the TFC Agency.

The TFC parent must meet and comply with all basic foster care or resource parent requirements, as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 9.5 and Welfare and Institutions (W&I) Code 16519.5; and the Written Directives issued by CDSS to administer the Resource Family Approval (RFA) program operated by counties. Every TFC parent will be required to meet RFA standards.

TFC Plan Development

Plan development (limited to when it is part of the CFT meeting): The TFC parent will participate in care planning, monitoring, and review processes, as a member of the CFT meeting. The TFC parent also will observe, monitor, and alert the TFC Agency and members of the CFT about changes in the child's or youth's needs. Please refer to the *Medi-Cal Manual for ICC, IHBS and TFC Services for Medi-Cal Beneficiaries, 3rd Edition* for examples of treatment plans and behavioral goals.

Documenting Child/Youth Progress in TFC Treatment

TFC parents write progress notes on days they provide *clinically meaningful engagement* with the child/youth being served and chart the person's response to treatment and current level of impairment. *Monitoring* the child's/youth's response to treatment and describing current level of impairment and/or observed progress towards a behavioral goal is clinically meaningful engagement. This clinically meaningful engagement should have a significant duration of engagement, and that direct engagement time must be documented in minutes, even if the TFC service claim is a daily rate.

If, on the other hand, if there was no engagement on a particular day, Medi-Cal does not require a note, as there is no claim for that day. You may choose to write a "non-billable" note so that the TFC parent communicates why no engagement occurred that day.

EPSDT SMHS Performance Outcome System Functional Assessment Tools for Children and Youth

MHSUDS Information Notice No. 17-052 –EPSDT SMHS Performance Outcomes Systems Tools

MHSUDS IN 18-007: Requirements for Implementing the Child and Adolescent Needs and Strengths Assessment Tool within a Child and Family Team

IN 18-007 Enclosure 3 – CFT Authorization for Use of Protected Health & Private Information

In the spirit of fulfilling the mandates of California Welfare and Institutions Code Section 14707.5, DHCS contracted with the University of California, Los Angeles, (UCLA), to recommend evidence-based tool(s) to measure children and youth functional outcomes in California. DHCS is adopting UCLA's recommendation to use the parent/caregiver version of the Pediatric Symptom Checklist-35 (PSC-35).

California Child and Adolescent Needs and Strengths 50 (CANS-50)

DHCS determined it would also be beneficial to adopt a tool representing the clinician's perspective of the child/youth functioning formed through a collaborative assessment process including the youth, caregivers and other individual identified by the youth and family. Using information obtained from a UCLA study, along with stakeholder and county MHP input, DHCS selected the California Child and Adolescent Needs and Strengths 50 (CA CANS-50) as the tool that would benefit this effort the most. Providers will need to be trained and certified in the use of the CANS tool. The FCMHP will ensure training for those all who will be administering this outcomes measure.

Pediatric Symptom Checklist-35 (PSC-35)

The Pediatric Symptom Checklist-35 (PSC-35) is a psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so appropriate interventions can be initiated as early as possible. Parents/caregivers will complete the PSC-35 (parent/caregiver version) for all children and youth ages 3 through age 18.

California Child And Adolescent Needs & Strengths Assessment Tool (CA CANS-50)

MHSUDS IN 18-007: Requirements for Implementing the Child and Adolescent Needs and Strengths Assessment Tool within a Child and Family Team

MHSUDS IN 18-007 Enclosure 3 – CFT Authorization for Use of Protected Health & Private Information

MHSUDS IN 18-029 Clarification Regarding Sharing of CANS Assessments by County Placing Agencies and Mental Health Programs

FCDBH News You Can Use #30 – Statewide Functional Assessment Tools for Children & Youth Implementation, CANS & PSC-35

The Child and Adolescent Needs and Strengths (CANS-50) tool is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses information from the youth and family to inform planning, support decisions, and monitor outcomes. Providers will complete the CA CANS-50 through a collaborative process which includes all children and youth from age 6 through age 20, and their caregivers (at a minimum).

Please refer to the following chart regarding these two tools. There are links to the forms in the chart:

	CA CANS 50	PSC-35
ABOUT	The Child and Adolescents Needs and Strengths (CANS-50) tool is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes.	The Pediatric Symptom Checklist-35 (PSC-35) is a psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so appropriate interventions can be initiated as early as possible.
WHO WILL COMPLETE	Providers will complete the California CANS-50 through a collaborative process which includes all children and	Parents/caregivers will complete this form.

	youth from age 6 through age 20, and their caregivers (at a minimum).	
AGE GROUP	All children and youth from age 6 through age 20, and their caregivers (at a minimum).	All children and youth ages 3 through age 18.
WHEN	At the beginning of treatment, At every six months following the first administration, At the end of treatment.	At the beginning of treatment, At every six months following the first administration, At the end of treatment.
HOW	In Avatar, use the "Search Forms" function, type in "Child and Adolescent Needs and Strengths," & click "Search" Paper form: IN 17-052 *Enclosure 3 – California CANS - 50 Tool*	In Avatar, access from the "Assessment" console view; Paper form: IN 17-052 *Enclosure 2 – PSC-35 Tool*
LINKS TO THE FORMS	CA CANS-50	Pediatric Symptom Checklist-35 PSC-35 - English PSC-35 - Spanish PSC-35 - Hmong

Effective July 1, 2018, all FCMHP providers will be required to utilize these two performance outcomes measures for all children and youth. These assessment tools need to be completed at the beginning of treatment, every six months following the first administration, and at the end of treatment. DHCS may revisit this methodology in the future if it is deemed this timeframe is insufficient.

Functional Assessment Tools Training

DHCS expects MHPs to provide or arrange for training to all clinicians who will be administering the CANS-50. The Praed Foundation provides this training and certification either in person or via internet-based training, and is an optimal training resource as Praed is current on the advances in CANS training curriculum. It is important MHPs ensure CANS training is provided to their staff by a trainer who holds a current CANS training certificate. For more information, please visit the Training and Certification page on the Praed Foundation website: https://praedfoundation.org/training-and-certification/

The PSC-35 does not require training because it is completed by the parent/caregiver. For more information about the tool, including implementation, scoring and clinical utility, please visit the

Pediatric Symptoms Checklist webpage at:
http://www.massgeneral.org/psychiatry/services/psc_home.aspx.

QUALITY IMPROVEMENT, UTILIZATION MANAGEMENT PROGRAMS

Sections 4070, 5777, 14683 and 14684 of the Welfare & Institutions Code require a quality management plan. Section 5777 also allows MHP staff to authorize services.

1. ***Describe the MHP's Quality Improvement (QI) Program.***
   a. ***Describe the role, structure, function and meeting frequency of the QI Committee and other relevant committees.***

The FCMHP is operated through the Fresno County Department of Behavioral Health and its network of contract providers, community partners, clients, family members and stakeholders. The FCMHP is committed to quality improvement spanning throughout the system of care. The FCMHP has developed a Quality Management Program in response to the State and Federal regulations outlined in the FCMHP contract. This Quality Management Program is directly accountable to the Fresno County Behavioral Health Director. The QI Coordinator is tasked to oversee the activities and execution of the Quality Management Program. The members' composition is varied, with representation from the MHP's service delivery programs, consumer groups, consumer advocates, and FCMHP management. Implementation of the QI program is the responsibility of the DBH Technology and Quality Management Division.

The Quality Improvement Committee (QIC) serves as the primary working group of the QI program. The QIC is responsible for the planning, design and execution of the Quality Improvement (QI) Work Plan. The QI Work Plan provides a roadmap to outline how the FCMHP is to review the quality of SMHS under its umbrella. The goals and objectives of this QI Work Plan are to guide the QIC and its subcommittees to meet its goals. The QI Work Plan will be reviewed annually and be made available to DBH, DHCS, and EQRO. *Please see:*

https://www.co.fresno.ca.us/departments/behavioral-health/quality-improvement/quality-improvement-plans

The structure of the QIC is designed to include participation from DBH, providers, clients and family members/legal representatives of anyone that has accessed services through the FCMHP. In addition, the QI Work Plan incorporates input and suggested feedback from EQRO and most recently, the DHCS Medi-Cal Triennial Review. The QIC is committed to honest dialogue; therefore, the FCMHP ensures that all individuals participating in the QIC will not be subject to discrimination or any other penalty in their other relationships with the FCMHP as a result of their roles in representing themselves and their constituencies. The QI Work Plan activities derive from a number of sources of information about quality of care and service

issues which include client and family feedback, DBH, and State and Federal requirements and initiatives.

Since data are one of the only objective methods of measuring quality improvement, the QIC works closely with Information Technology staff to develop a data feedback structure on a timely basis. The QIC identifies opportunities for improvement, recommends which are to be pursued, develops and recommends interventions to improve performance, ensures that the interventions are initiated, and evaluates the effectiveness of the interventions. Rather than being a process for determining deficiencies, this is a process focused on improving quality. Specific areas of concern for the QIC will include, but are not limited to:

- Beneficiary and systems outcomes
- Utilization Management
- Quality of care provided, including review of medical necessity
- Quality of clinical records
- Beneficiary satisfaction
- Outcome measures

The QIC meets the second Wednesday of each month. The following are QIC subcommittees:

- Outcomes Committee – meets monthly
- Access Committee – meets monthly
- Cultural Diversity Committee – meets bi-monthly
- Intensive Analysis Committee – meets quarterly
- Other ad-hoc subcommittees as indicated for special projects

CARF Accreditation

The Department will be pursuing accreditation through the Commission on Accreditation of Rehabilitation Facilities (CARF). CARF's mission is to promote the quality, value, and optimal outcomes of services through a consultative accreditation process and continuous improvement services that center on enhancing the lives of persons served. Successful CARF accreditation is evidence that standards improving efficiency, fiscal health, and service delivery are present in the Department.

b. Describe how practitioners, providers, consumers and family members will be involved in the QI process.

The QIC will be joined, on at least a quarterly basis, by beneficiaries, family members, providers and interested citizens to provide input and feedback to the FCMHP as part of the QIC process.

This involves the QIC providing quarterly reports of incidences, summaries of beneficiary issues, results of Consumer Perception Surveys, access issues, and quality improvement activities. With the goal of improving mental health access and service delivery within Fresno County, the FCMHP has offered monthly Review and Advisory Committee meetings throughout the metro and rural areas of the County to elicit comments and suggestions from consumers and family members on community mental health needs.

c. If the MHP delegates any QI activities to a separate entity, the MHP will describe how the relationship meets DMH (DHCS) standards.

The FCMHP does not delegate any QI activities.

2. Provide an assurance that within 90 days after implementation, the MHP will have completed an annual work plan to include the requirements in Attachment 2 Section 2.

The Quality Improvement Work Plan may be viewed at the online dashboard:

https://www.co.fresno.ca.us/departments/behavioral-health/quality-improvement/quality-improvement-plans

3. Describe the MHP's Utilization Management (UM) Program. MHP's may attach supportive documentation such as organizational charts, process descriptions, policies and procedures to satisfy any of the following required elements of this section. The description must include the UM program description of structure and process including the following:

a. The authorization process used by the MHP, including the process by which the MHP obtains relevant clinical information to support its authorization decisions.

b. If the MHP delegates any UM activities to a separate entity, the MHP will describe how the relationship meets DMH (DHCS) standards.

The FCMHP does not delegate any Utilization Management activities.

Confidentiality

1. Describe any changes in current or planned policies and procedures to continue to assure compliance with all applicable state and federal laws and regulations to protect beneficiary confidentiality.

The FCMHP abides by and complies with all applicable state and federal laws and regulations regarding confidentiality. In order to safeguard against intentional or unintentional destruction, modification, or disclosure of information, access to client data is restricted to individuals who

have a need, reason, purpose, and permission to receive or review the information. The FCMHP has developed and implemented policies and procedures that include safeguards for confidentiality and prevent unauthorized access to all patient information, including electronically stored patient data.

The disclosure of statistical or summary data in which a beneficiary cannot be identified meets regulatory compliance regarding confidentiality. FCMHP policy clearly informs staff of their responsibilities regarding the confidentiality of patient information and delineates sanctions if trust is breached. *Please see Appendix E: PPG 1.3.8C, Acknowledgement of Confidentiality Mental Health Consumers.*

In June 2017, the DHCS issued MHSUDS Information Notice No. 17-030, regarding State Health Information Guidance (SHIG) for sharing behavioral health information in California. This information Notice, along with the *State Health Information Guidance – Sharing Behavioral Health Information in California* handbook, will be utilized by FCMHP providers as guidance for the appropriate use and disclosure of sharing mental health and SUD patient information and records.

To ensure all HIPAA-covered component workforce members are in compliance with HIPAA training regulations and County policy, FCDBH offers annual HIPAA compliance training for in-house providers. Contracted providers, per contract, are also required to meet these guidelines. All in-house workforce members are mandated to complete HIPAA privacy and security training annually. In 2016, FCMHP workforce members were required to complete their training, provided online through Terranova Worldwide Corporation, no later than November 30, 2016. Workforce members were required to complete an evaluation and obtain a passing score of 70% or above.

Authorization for Payment of Inpatient Psychiatric Hospital Services

DHCS Mental Health Parity Compliance Summary Rev. January 11, 2018

Effective July 1, 2018, amendments to Title 42 of the Code of Federal Regulation, part 438 (Final Rule) will require the following for authorization for payment of inpatient hospital services:

- Notification to Utilization Management (UM) within 24 hours of the beneficiary's admission to register the patient and schedule a concurrent telephone or fax review of daily clinical documentation.

- If documentation is faxed, this must include completed documentation along with a UR contact name and telephone number.

- A licensed Utilization Review Specialist (URS) will be in contact with the designation UR staff after review of submitted documentation.

- Upon the beneficiary's discharge, the hospital is required to send a Treatment Authorization Request (TAR) to FCMHP UM within 14 days of discharge.

- The FCMHP URS must complete the review within five (5) business days upon receipt of request (TAR).

The Managed Care Division is designated by the FCMHP as the Point of Authorization for inpatient psychiatric hospital services. Psychiatric facilities, whether under FFS or Short-Doyle Medi-Cal, providing acute inpatient psychiatric services must notify Managed Care by fax or mail of the beneficiary's admission, within twenty-four (24) hours of admission. The FCMHP does not require prior payment authorization for an emergency admission, whether voluntary or involuntary. The FCMHP inpatient Point of Authorization is physically located at:

Fresno County Mental Health Plan
Managed Care Division
Health and Wellness Center
1925 E. Dakota Avenue – M/S 271
Fresno, CA 93726

The Inpatient Point of Authorization's mailing address is:

Fresno County Mental Health Plan
Managed Care Division
P.O. Box 45003 – M/S 271
Fresno, CA 93718-9886

The Inpatient Point of Authorization's telephone number is **(559) 600-4645.**

The Inpatient Point of Authorization's **Fax number is (559) 455-4633.**

Title 9, Section 1820.225(c) requires notification to the MHP Point of Authorization within 10 calendar days of admission.

In order to be eligible to receive payment for psychiatric inpatient hospital services to a Medi-Cal beneficiary, all contract and provider hospitals must do the following:

1. Within 10 days of the beneficiary's admission, submit a "24-Hour Notification" to the Point of Authorization (Managed Care Division).
2. Within 14 days of the beneficiary's discharge, submit a *Treatment Authorization Request (TAR)* to the Point of Authorization's physical or mailing address.

3. Submit an additional *TAR* when there have been more than ninety-nine days of continuous service to the beneficiary.

Managed Care URSs will perform the concurrent review of the medical record, authorize treatment, and the TAR. The following criteria must be met before payment may be considered:

1. The hospitalized individual was an enrolled Fresno County Medi-Cal beneficiary during the inpatient hospitalization stay and had insurance coverage which included psychiatric inpatient hospital services.
2. A 24-Hour Notification was submitted within 10 days of the beneficiary's admission.
3. A correctly completed TAR was submitted within 14 days of the beneficiary's discharge, together with a complete and entire medical record for that hospital stay.
4. Documentation for acute days has been found to meet medical necessity criteria (see additional information below).
5. Documentation for administrative days has been found to meet administrative day service criteria (see additional information below).
6. All other applicable Title 9 requirements have been met.

The Point of Authorization will either approve or deny the TAR within 14 calendar days of the receipt of the TAR, unless it has been necessary to return the TAR and the medical record to the provider hospital for some reason (e.g., TAR filled out incorrectly, beneficiary has other health coverage, provider not in compliance with contractual agreement, or factual documentation was missing). If the Point of Authorization determines that necessary factual documentation was not submitted with the TAR, it will notify the provider hospital, which will then have 60 calendar days in which to submit the requested material.

Inpatient Authorization for Clients of Out of County Origin

The County that the client is originally from is referred to as the *County of Origin*, and the County that the client is placed in is referred to as the *Host County*. In situations where an out of County client is admitted to a FCMHP contracted inpatient facility, Fresno County is the Host County, and the County from which the client is from, is the County of Origin. The initial notification at admission and the TAR are to be sent to the County of Origin for authorization and payment. The facility will be notified of the authorization or denial. If the County of Origin denies authorization for any reason other than timeliness or lack of medical necessity, the facility will send the initial notification and TAR, along with the County of Origin denial, to the FCMHP for review for adjudication/authorization of payment.

Provided below is additional information regarding Medical Necessity Criteria for reimbursement of inpatient psychiatric hospital services. *Please see:* *http://www.co.fresno.ca.us/home/showdocument?id=2133*

Medical Necessity Criteria for Admission

1. The beneficiary must have a *primary* covered ICD-10 diagnosis from among the following:
    a. Pervasive Developmental Disorders
    b. Dementia (Vascular Dementia only)
    c. Disruptive Behavior and Attention Deficit Disorders
    d. Feeding and Eating Disorders of Infancy or Early Childhood
    e. Tic Disorders
    f. Elimination Disorders
    g. Other Disorders of Infancy, Childhood or Adolescence
    h. Cognitive Disorders (Only Dementias with Delusions, or Depressed Mood)
    i. Substance Induced Disorders (Only with Psychotic, Mood or Anxiety Disorder)
    j. Schizophrenia and Other Psychotic Disorders
    k. Mood Disorders
    l. Anxiety Disorders
    m. Somatoform Disorders
    n. Dissociative Disorders
    o. Eating Disorders
    p. Intermittent Explosive Disorder
    q. Pyromania
    r. Adjustment Disorders
    s. Personality Disorders

2. In addition to having a covered ICD-10 diagnosis, the focus of the treatment plan and the documentation of the treatment provided to the beneficiary must be consistent with the diagnosis and address symptoms by utilizing therapeutic interventions designed to make behavioral change in the beneficiary's psychiatric condition for which they are being treated.
3. The beneficiary cannot be treated safely at a lower level of care or less restrictive environment. There should be documentation as to why the beneficiary cannot be treated safely and effectively at a lower level of care or less restrictive environment.

4. The beneficiary requires inpatient treatment because they are:
    a. A Danger to Self
    Charting should include documentation of general risk factors including previous suicide attempts due to a mental disorder, as well as current risk factors including

serious threats, intent to harm/kill self, a specific plan, and means/resources to implement the plan, or command hallucinations to harm/kill self.

b. **A Danger to Others**
Charting should include documentation of general risk factors, including previous homicide attempts due to a mental disorder, as well as current risk factors, including serious threats, intent to harm/kill others, a specific plan, and means/resources to implement the plan, or command hallucinations to harm/kill others.

c. Posing a Risk of Significant Property Destruction
Charting should include documentation of general specific risk factors, including detailed previous attempts at significant property destruction due to a mental disorder, as well as current risk factors, including serious threats, intent, a specific plan, actions, and the means or necessary resources to complete the plan, and/or command hallucinations to damage or destroy property.

d. Gravely Disabled
Documentation should describe clearly which of the beneficiary's behaviors require the need for the type of 24-hour supervision provided on the inpatient unit. It is important to remember that many beneficiaries, although unable to provide for their basic needs, are able to utilize food, clothing or shelter that is offered to them. Documentation should indicate why beneficiaries in this category could not be treated safely and effectively at a lower level of care or not be able to live independently.

e. A Severe Risk to His or Her Physical Health
Documentation should include a description of the behavioral factors which pose a danger to the beneficiary's health and which are the result of the beneficiary's mental disorder, such as:

- Refusal to take life-sustaining medication;
- Grossly inappropriate use of prescribed medications resulting in serious threats to health;
- Engaging in high-risk behaviors.

f. Exhibiting a Recent, Significant Deterioration in Ability to Function
Documentation should include:

- Description of the beneficiary's previous level of functioning;
- Description of precipitating or aggravating events;

- Description of the resulting behavioral or emotional changes which resulted in deterioration;
- A statement as to why the beneficiary could not be safely and effectively treated at a lower level of care or live independently.

g. **Requiring Further Psychiatric Evaluation**
Documentation should include a statement of the diagnostic questions to be answered by the inpatient psychiatric evaluation, as well as reasons why the information needed to answer these questions could not be obtained at a lower level of care or until now. Included within this criteria section are beneficiary's conditions which require medication treatment that can only be provided in an inpatient setting, as well as other treatments which can only be provided if the beneficiary is hospitalized. Documentation should include a clear statement as to why an inpatient level of care is required for medication adjustments or stabilization, as well as a description of past adverse reactions or emergency situations related to medication adjustments.

The FCMHP provides for planned inpatient admissions to contracted or non-contracted psychiatric hospitals, when the reason for admission meets the State DHCS medical necessity criteria for acute inpatient hospitalization. The FCMHP will arrange for the beneficiary's admission to the County's Psychiatric Health Facility (PHF). If the PHF is at capacity or the beneficiary's condition requires a level of service that is beyond the PHF's ability to provide, the FCMHP will arrange for the beneficiary's admission to a contracted facility. A non-contracted facility will only be utilized when the first two options are unavailable.

Continued Stay Criteria

In order to qualify for continued stay, the UR contact at the facility must obtain authorization for continued treatment by the concurrent review process with Managed Care URSs. The beneficiary must meet at least one of the following criteria:

1. Continued presence of indications which meet medical necessity criteria as specified above;
2. Exhibits a serious adverse reaction to medications, procedures or therapies requiring continued inpatient treatment;
3. Presence of new indications which meet medical necessity criteria as specified above;
4. Need for continued medical evaluation or treatment which can only be provided in a psychiatric inpatient hospital.

Concurrent Review of Psychiatric Inpatient Stays

Treatment and payment authorization require concurrent review of documentation to determine if the patient meets or continues to meet Medi-Cal medical necessity criteria, and for the admitting facility to send a TAR within 14 days of the date of discharge so the FCMHP can complete the review.

Concurrent Authorization is permission from the FCMHP to a provider to deliver specific services in a specified time frame. It is an agreement to pay for those services when the written record documents that the services were medically necessary. Concurrent authorization must occur immediately upon receipt of information necessary to establish medical necessity. Concurrent authorization is prospective, meaning it applies to services on the day of decision and future service dates.[12]

Retrospective Authorization is a review of the record and a payment authorization determination after the service was provided. Retrospective Authorization is permitted in the following limited circumstances when concurrent authorization is not possible:

- When Medi-Cal eligibility is determined retroactively after the service was provided;
- When errors in the Medi-Cal Eligibility Data System (MEDS) are identified after the service;
- When a beneficiary fails to identify a payor, which is later determined to be Medi-Cal; or
- When a beneficiary has more than one health care coverage and a payment determination cannot be made until after the service has been provided and another payor processed a claim.

Administrative Day Criteria

In order to qualify for administrative days, the following criteria must be met:

1. During the hospital stay, the beneficiary had previously met medical necessity criteria for reimbursement of acute psychiatric inpatient services for at least one day.
2. There is no appropriate, non-acute treatment facility placement within a reasonable geographic area.

[12] Department of Behavioral Health Policy and Procedure Guide – PPG 4.3.1, Concurrent Review and Claims Processing for Psychiatric Inpatient Hospital and Psychiatric Health Facility Services.

3. For adults, the following types of non-acute treatment facility placements meet criteria:
    a. Augmented Board and Care Facilities (Non-augmented board and care facilities do NOT qualify for administrative day reimbursement);
    b. Skilled Nursing Facilities with a Psychiatric Component;
    c. Institutions for Mental Diseases (IMDs);
    d. State Hospitals;
    e. Long Term Residential facilities;
    f. Crisis Residential facilities.
4. For children, the following types of non-acute treatment facility placements meet criteria and should be arranged through the authorized placement agency (e.g., Children and Family Services or Probation):
    a. Community Treatment Facility (CTF); i.e., licensed by Community Care Licensing as a combination of a Psychiatric Health Facility (PHF) and an RCL14 Group Home, with a portion of the facility being locked;
    b. Group homes; i.e., RCL9 through 14 facilities licensed by Community Care Licensing or Out-of-State facilities—*Pending the implementation of Short Term Residential Treatment Programs (STRPS);*
    c. Residential Family Homes (formerly Foster Homes).
5. Efforts are made at least once a week to find placement for the beneficiary in a non-acute treatment facility. It must be documented in a progress note that the beneficiary was discussed with staff at the potential placements. The documented contact with potential placements must include the following information:
    a. Status of the placement option;
    b. Date of the contact;
    c. Name and title of the person contacted;
    d. Signature and title of the person making the contact.

Authorization for Payment of Outpatient Specialty Mental Health Services

The Managed Care Plan is responsible for authorizing payment of claims. The beneficiary must meet medical necessity criteria by having at least a primary diagnosis as listed in *DHCS Specialty Mental Health Services ICD-10 Outpatient Diagnosis Table. Please see:*

http://www.co.fresno.ca.us/home/showdocument?id=19506

In the event the rendered service is denied for payment due to failure to meet medical necessity criteria, a *Notice of Action-C, Post-Service Denial of Payment*, will be completed by the URS and mailed to the beneficiary or responsible party, as well as the provider.

The mailing address for the Outpatient Point of Authorization is:

Fresno County Mental Health Plan
Managed Care Division
P.O. Box 45003 – M/S 271
Fresno, CA 93718-9886

The Outpatient Point of Authorization's telephone number is **(559) 600-4645.**

The Outpatient Point of Authorization's Fax number is **(559) 455-4633.**

The FCMHP requires that providers obtain prior authorization for Therapeutic Behavioral Services (TBS), Psychological Testing, and for Out of County Outpatient SMHS.

Fresno County DBH outpatient clinics and contract agencies are authorized to provide outpatient services as clinically warranted, guided by the *Provider Manual* and the *Documentation and Billing Manual. Please see:* *http://www.co.fresno.ca.us/home/showdocument?id=1965*

Services available at each location may vary depending upon the nature of the program; however, all outpatient SMHS are available through the FCMHP system of care.

Each Medi-Cal certified service site has procedures to authorize treatment for beneficiaries; however, provision of Day Rehabilitation or Day Treatment Intensive must be pre-authorized by the Managed Care Division, with the exception of the initial clinical assessment. For standard Day Treatment Intensive and Day Rehabilitation authorization decisions, the FCMHP provides notice within 14 calendar days following receipt of the request for service or, when applicable, within 14 calendar days of an extension. For expedited authorization decisions, the FCMHP provides notice within three working days following receipt of the request for service or, when applicable, within 14 calendar days of an extension. The authorization is approved or denied only by licensed/waivered/registered mental health professionals of the FCMHP.

The following SMHS are provided through the FCMHP's FFS provider network. These services require no pre-authorization for standard SMHS, including:

- Psychiatric Diagnostic Interview;
- Pharmacologic Management (Medication Support Services);
- Individual Psychotherapy;
- Group Psychotherapy;
- Case Consultation.

All services, except for pharmacologic management (which is provided by psychiatrists only) are provided by psychiatrists, psychologists, LMFTs, or LCSWs.

For standard Day Treatment Intensive and Day Rehabilitation authorization decisions, the FCMHP provides notice within 14 calendar days following receipt of the request for service or, when applicable, within 14 calendar days of an extension. For expedited authorization decisions, the FCMHP provides notice within three working days following receipt of the request for service or, when applicable, within 14 calendar days of an extension. The authorization is approved or denied only by licensed/waivered/registered mental health professionals of the FCMHP.

PROBLEM RESOLUTION PROCESS

Section 14684 of the W & I Code requires problem resolution processes for beneficiaries and providers.

1. ***Beneficiary Problem Resolution Processes-Describe how the MHP will respond to beneficiary concerns regarding service-related issues in compliance with statewide requirements (specified in Attachment 4).*** *Title 9, 1850.205-1850.209*

Provider Problem Resolution Process-Describe how the MHP will respond to concerns from providers on any issue, including denial of payment authorization and claims processing delays, in compliance with statewide requirements (specified in Attachment 5, DMH Info Notice No. 97-06). *Title 9, 1850.305-1850.350*

Service and Authorization Related Problems

MHSUDS IN 18-010E: Federal Grievance and Appeal System Requirements with Revised Beneficiary Notice Templates

All Plan Letter 17-006: Grievance and Appeal Requirements and revised Notice Templates and "Your Rights" Attachments

Medicaid Managed Care Final Rule – Beneficiary Protections: Subpart F – Grievance & Appeals System

PPG 1.2.11 – Consumer Grievance Resolution Process

PPG 1.2.18 v#2 – Consumer Appeal and Expedited Appeal Process

Problems may arise when there are disagreements about medical necessity, level of care placement, the intensity and frequency of treatment, and other issues related to authorizations or the care of the client. The Managed Care URSs are responsible for authorization decisions and work to resolve disagreements with providers as expeditiously as possible. This involves a collaborative approach to communicating with providers to determine the appropriate application of policies and procedures.

The CMS Final Rule for Subpart F – Grievance and Appeal System – aligns definitions and timeframes for grievances and appeals with the private market and Medicare Advantage. Plans must have only one level of internal appeal, which beneficiaries must exhaust before requesting a State Fair Hearing (42 CFR 438.402(b)).

Grievance Procedure

When handling grievances and appeals, the FCMHP must provide the enrollee and his/her representative the enrollee's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the MHP in connection with the appeal of the adverse benefit determination. This information must be provided **free of charge and sufficiently in advance of the resolution timeframe for appeals** as specified in 438.408(b) and (c) and 438.406(b).

Beneficiaries who are receiving SMHS through the FCMHP are entitled to file a grievance, either orally or in writing, about the services they have received. The grievance may be filed with the beneficiary's care provider, with the Managed Care Division, or with the Patients' Rights Advocate. The Managed Care Division will make every effort to respond to acknowledge receipt of the grievance within 24 hours of receipt of the grievance.

Written information regarding the resolution process for informal complaints, formal grievances and State Fair Hearings is available to FCMHP Medi-Cal beneficiaries at all provider sites. The information is posted in prominent locations and includes readily accessible handbooks and brochures available in the threshold languages (English, Spanish and Hmong). Grievance process information is also available through the 24 hour toll-free Access Line, (800) 654-3937.

Beneficiaries have the right to authorize another person to act on his/her behalf during a grievance or appeal procedure. Beneficiaries may also identify the Patient's Rights Advocate, the Family Advocate, a staff person, or other individual to assist him/her with the grievance or action appeal process.

Staff should make every effort to resolve grievances at the proper level. Resolution may be achieved through disclosures between the beneficiary and the therapist/case manager, clinical supervisor, division manager or the Managed Care Division. The Patients' Rights Advocate is also available as a resource.

If grievances cannot be resolved at the provider level, a grievance form may be completed by the beneficiary and sent to the Managed Care Division, or the beneficiary may call the Managed Care Division to attempt to resolve the issue. After receiving a verbal or written grievance, the

Managed Care Division sends a letter to the beneficiary acknowledging the grievance has been received. The Managed Care Division has 60 days in which to assist in resolution of the issue. After resolution is achieved, the Managed Care Division sends a letter to the beneficiary describing what has occurred. A 14-day extension may be granted if this is in the best interest of the beneficiary. Grievances that have been resolved and closed are reported to the QIC on a quarterly basis.

A grievance log is maintained by the Managed Care Division in order to monitor the progress and resolution of each grievance. Contacts for filing a grievance:

Fresno County Mental Health Plan
Managed Care Division
P.O. Box 45003, M/S 271, Fresno, CA 93718-9886
(800) 654-3937 FCMHP Access Line
(559) 600-4645 Managed Care Division
(800) 896-4042 Ombudsman Service
TTY – 7-1-1

Mental Health Patients' Rights Advocate
1357 W. Shaw Avenue, Suite 101
Fresno, CA 93711
(559) 492-1652

For reporting suspected or observed fraud:

FCMHP Compliance Officer
(559) 600-6728
Hotline (888) 262-4174 (Confidential and available 24/7)

Notice of Adverse Benefit Determination (NOABD)

An Adverse Benefit Determination occurs when the FCMHP adversely affects a beneficiary by doing at least one of the following:

1. Denies or modifies the FCMHP payment authorization of a requested service, including the type or level of service (NOABD-D) - Enc. 2, 3, 4, or 5;

2. Reduces, suspends, or terminates a previously authorized service (NOABD-D)-Enc. 6;

3. Denies, in whole or in part, payment for a service prior to the delivery of the service or denies, in whole or in part, payment for a service post-service delivery, but pre-payment, based on a determination that the service was not medically necessary or otherwise not a service covered by the FCMHP (NOABD-D) – Enc. 4;

4. Fails to provide services in a timely manner, as determined by the FCMHP (NOABD-D) – Enc. 7;

5. Fails to act within the timeframes for disposition of standard grievances, the resolution of standard appeals, or the resolution of expedited appeals (NOABD-D) – Enc. 16;

6. Denies a beneficiary's request to disput financial liability, including cost sharing and other beneficiary financial liabilities (NOABD-D) – Enc. 8.

With each NOABD that are sent, the following must also be included with the correspondence:

- NOABD – "Know Your Rights" (IN 18-010E Enclosure 9)
- Beneficiary Non-Discrimination Notice (IN 18-010E Enclosure 13)
- Language Assistance Taglines (IN 18-010E Enclosure 14)

Beneficiary Appeal Procedure

The following are procedures to be used when the beneficiary's dissatisfaction is the result of a Notice of Adverse Benefit Determination (NOABD) taken by the FCMHP and the beneficiary wishes to request an Appeal to the NOABD. An Appeal is essentially a request for review of a NOABD , as defined below:

An Action occurs when the FCMHP does at least one of the following:

1. Denies or modifies a FCMHP payment authorization of a requested service, including the type or level of service;
2. Reduces, suspends, or terminates a previously authorized service;
3. Denies, in whole or in part, payment for a service prior to the delivery of the service or denies, in whole or in part, payment for a service after service delivery but before payment has occurred based upon a determination that the service was not medically necessary or otherwise not a service covered by the FCMHP's contract with DHCS;
4. Fails to provide services in a timely manner, as determined by the FCMHP; or
5. Fails to act within the timeframes for disposition of standard grievances, the resolution of standard appeals, or the resolution of expedited appeals.

Following receipt of a notification of an adverse benefit determination by the MHP, the State stipulates that an enrollee has **60 calendar days from the date on the adverse benefit determination notice** in which to file a request for an appeal (42 CFR 438.402(c)). It is the policy

of the FCMHP that **the FCMHP shall provide for a decision on the appeal and notify the enrollee or their representative within 30 calendar days of receipt of the appeal (PPG 1.2.18).**

If the FCMHP extends the timeframe not at the request of the beneficiary, the FCMHP shall make reasonable efforts to give prompt oral notice of the delay. The FCMHP will give the beneficiary written notice of the reason for the decision to extend the timeframe within two calendar days and inform of the right to file a grievance if they do not agree with that decision.

If the FCMHP fails to notify the consumer or their representative of the appeal decision within the established timeframes, the FCMHP shall provide a NOABD to the beneficiary, advising the beneficiary of the right to request a State Fair Hearing (42 CFR 438.408(f). The FCMHP shall provide the NOABD on the date that the timeframe expired.

A NOABD for denial of SMHS based on medical necessity will entail review of a provider's determination to deny, in whole or in part, a beneficiary's request for a covered SMHS for review of a determination by the FCMHP or its providers. The FCMHP or provider will determine that the medical necessity criteria in Title 9 of the CCR, Section 1830.205(b)(1), (b)(2), and (b)(3)(C) have not been met and the beneficiary is not entitled to any SMHS from the FCMHP.

A beneficiary may complete an Appeal Form, which is to be forwarded to the Managed Care Division or may initiate an Appeal orally via the 24 hour Access Line, or with the Patients' Rights Advocate. Verbal appeals must be followed up in writing by the beneficiary within 45 calendar days of the date on which the verbal Appeal was communicated. The beneficiary and his/her representative have the right, before and during the appeals process, to examine the beneficiary's case file, including medical records, and any other documents and records considered during the appeals process.

A written acknowledgement of the Appeal is sent to the beneficiary. This acknowledgement also contains information on how the beneficiary may pursue subsequent requests for additional review. A written response to the Appeal is made within 45 calendar days from the date of receipt of the form and is mailed to the beneficiary. A 14-day extension may be granted if it is determined to be in the best interest of the beneficiary.

Expedited Appeals

The FCMHP allows the beneficiary to file the request for an expedited appeal orally without written follow up and will ensure that no punitive action is taken against a beneficiary who requests an expedited resolution. The FCMHP shall ensure that the individual making the decision on the expedited appeal was not involved in any previous level of review or decision-making, nor a subordinate of any such individual.

An expedited review process for Appeals occurs if the FCMHP determines that the time usually taken for a standard resolution would seriously jeopardize the beneficiary's life, health, or ability to function. Under the expedited process, the FCMHP notifies the parties no later than 72 hours after the FCMHP has received the Appeal. This timeframe may be extended by up to 14 calendar days if the beneficiary requests an extension, or the FCMHP determines that there is a need for additional information and that the delay is in the beneficiary's interest. If the FCMHP extends the timeframes for any extension not requested by the beneficiary, the FCMHP shall give the beneficiary written notice of the reason for the delay and will make reasonable efforts to give prompt oral notice of the delay.

If the FCMHP fails to notify the consumer or their representative of the appeal decision within the specified timeframes, the FCMHP shall provide a NOABD to the beneficiary advising the beneficiary of the right to request a State Fair Hearing.

If the FCMHP denies a request for expedited resolution of an appeal, the FCMHP shall transfer the appeal to the timeframe for standard appeal resolution and make reasonable efforts to give the beneficiary and his/her representative prompt oral notice of the denial of the expedited appeal process and follow up within two calendar days with a written notice.

The Managed Care Division maintains an Appeal Log to monitor the progress and resolution of Appeals. Following resolution, Appeals are reported to the QIC on a quarterly basis.

State Fair Hearing Procedure

Beneficiaries who have received a Notice of Adverse Benefit Determination may request a State Fair Hearing at any time before, during, or after the Appeal process. The State may offer and arrange for an external medical review if conditions in 438.408(f) are met. **The enrollee must request a State Fair Hearing no later than 120 calendar days** from the date of the MCO's, PIHP's, or PAHP's notice of resolution (438.408(f).

In addition, beneficiaries whose requests for SMHS have been denied by a provider because the provider finds that the service is not medically necessary may file an Appeal with the FCMHP. If the Appeal decision is not in favor of the beneficiary, the beneficiary may request a State Fair Hearing regarding the denial of service even though he or she did not receive an NOABD. The beneficiary has 90 days from the day on which the Notice of Action was personally given to the beneficiary. The beneficiary may also be eligible to continue receiving services pending the outcome of the State Fair Hearing if the request for a State Fair Hearing is made within 10 days of the date on which the Notice of Action was postmarked or was personally handed to the beneficiary or before the effective date of the change, whichever is later.

The State Fair Hearing Tracking Log is maintained by the Managed Care Division to monitor the progress and resolution of each request for a State Fair Hearing. Information regarding State Fair Hearings is forwarded to the QIC quarterly. The Managed Care Division is responsible for coordination with the State Department of Social Services, State DHCS, providers and beneficiaries regarding the State Fair Hearing Process. The Managed Care Division also oversees compliance with the State Fair Hearing decisions. State Fair Hearings may be requested by calling or writing:

California Department of Social Services
State Hearings Division
P.O. Box 944243, Mail Station 9-17-37
Sacramento, CA 94244-2430
(800) 952-5253 – Voice – TTY: 7-1-1

Provider Resolution Process

Title 9, 1850.305-1850.350

Service and Authorization Related Problems

Problems may arise when there are disagreements about medical necessity, level of care placement, the intensity and frequency of treatment, and other issues related to authorizations or the care of the client. The Managed Care URSs are responsible for authorization decisions, and work to resolve disagreements with providers as expeditiously as possible.This involves a collaborative approach to communicating with providers along with flexible interpretation and analysis, and individualized guidance and directives as necessary.

Claims Payment Problems

Claims-related problems and questions are handled by the Managed Care Division's Provider Relations Specialists (PRSs). PRSs are available for phone consultation about the status of claims. Most questions can be answered immediately. Those that cannot be answered immediately usually require investigation of service authorization or further information from the provider for clarification of claim dispute.

Provider Appeals Process

The FCMHP's provider problem resolution process includes a verbal (complaint) process, and a written (grievance) process. Providers are encouraged to contact the FCMHP PRS at the number given below to discuss concerns or problems they may be experiencing so that these can be resolved on as simple and informal a basis as possible. Written information regarding the provider problem resolution and appeal process is available through the Provider Manual. The Provider Manual is issued to the contract provider after their agreement is implemented and

upon request. Providers may appeal a denied, terminated or reduced request for FCMHP payment authorization for psychiatric inpatient hospital services or for outpatient services. The procedures and timelines for the provider appeals process are outlined below:

1. The provider must submit a written appeal to the FCMHP within 90 calendar days of the date of receipt of the FCMHP's non-approval of payment letter or within 90 days of the FCMHP's failure to act on the provider's request.

2. The FCMHP has 60 calendar days from its receipt of the written appeal to inform the provider in writing of the decision. If the appeal is not granted in full, the provider is notified of their right to submit an appeal to the State DHCS.

3. If the FCMHP does not respond within 60 calendar days to the provider's appeal, the appeal is considered denied.

4. The provider has 30 calendar days from receipt of the FCMHP's decision to approve the provider's payment authorization request to submit a revised request. In the case of psychiatric inpatient hospital services, the FCMHP has 14 calendar days from the date of receipt of the provider's revised request to submit the treatment authorization request to the fiscal intermediary for processing.

5. When an appeal concerning the denial or modification of a payment authorization request for psychiatric inpatient hospital services in an emergency situation is denied in full or in part by the FCMHP on the basis that the provider did not comply with required timelines or did not supply documentation which established medical necessity, the provider may appeal to the State DHCS.

6. Providers' appeals of a FCMHP's denial or modification of a payment authorization must be submitted to the State DHCS in writing within 30 calendar days of the date of the FCMHP's written decision of denial.

7. When the FCMHP failed to respond to the original appeal, the provider may appeal to the State DHCS within 30 calendar days after 60 calendar days from the date of the original appeal submission to the FCMHP.

8. The State DHCS notifies the FCMHP and the provider of its receipt of a request for an appeal within seven calendar days.

9. The FCMHP then has 21 days in which to submit requested documentation to the State DHCS.

10. The State DHCS then has 60 calendar days from the receipt of the FCMHP's

documentation or from the 21 calendar days after the request for documentation, whichever is earlier, to notify the provider and the FCMHP in writing of its decision.

11. Finally, the provider has 30 calendar days from receipt of the State DHCS decision in which to submit a revised request for FCMHP payment authorization, if applicable. The FCMHP then has 14 calendar days from receipt of the provider's revised request to approve the payment authorization or submit documentation to the Medi-Cal fiscal intermediary, Conduent, required to process the payment authorization.

Expedited Appeals

In accordance with Title 9, providers may request an expedited appeal when it has been determined by the FCMHP or the beneficiary's provider that taking the time for the standard appeal resolution could seriously jeopardize the beneficiary's life, health, or ability to attain, maintain or regain maximum functioning. The FCMHP contact information for provider appeals related to psychiatric inpatient hospital services and outpatient services:

Fresno County Mental Health Plan
Managed Care Division
P.O. Box 45003 – M/S 271
Fresno, CA 93718-9886
(559) 600-4645

ADMINISTRATION

The Health Care Financing Administration requires that the State ensure oversight of the requirements of the Medicaid program. Section 14683 W & I Code established the Department of Mental Health (now DHCS) as the agency responsible for development and implementation of local mental health managed care plans for Medi-Cal beneficiaries.

1. ***Specify any practitioner provider and organizational provider selection criteria the MHP will utilize that exceed minimum state and federal criteria specified in the Statewide Provider Selection Criteria (this was an attachment of DMH Information Notice No. 97-06).***

Individual and Organizational Mental Health and DMC-ODS Providers

Title 9, Chapter 11, Section 1810.310(a)(4)

MHSUDS Information Notice 18-019 – Provider Credentialing and Re-credentialing for MHPs and DMC-ODS Pilot Counties

PPG 4.1.3 V#2 – Credentialing, Re-credentialing and Appeals Policy for Contract Providers

The following steps describe the provider selection process for individual providers and those working for organizational providers:

a. Licensed, registered, waivered or certified clinicians who express an interest in becoming a Fee For Service provider with the FCMHP are presented with a credentialing application which must be completed by the candidate.
b. The prospective provider must submit a copy of his/her license and malpractice insurance verification (organizational providers cover their employees).
c. The FCMHP Credentialing Committee reviews the National Practitioners Data Bank information system to obtain information regarding the prospective provider.
d. The Credentialing Committee contacts the appropriate California licensing board to verify current licensure and good standing. The Credentialing Committee also completes verification that providers are not on the Office of Inspector General's List of Excluded Individuals/Entities (LEIE); the System of Award Management (SAM) list of excluded; and the DHCS Medi-Cal List Suspended and Ineligible List (MSIL). The Committee will also review the National Practitioner Databank (NPDB) for adverse action by the provider, including issues with licensure and malpractice.

e. Providers who are prohibited from federal participation according to the list maintained by the Office of the Inspector General, Department of Health and Human Services, are not accepted or recertified as providers of the MHP.
f. The above data are collected and reviewed by the Credentialing Committee and if good standing status is confirmed for the applicant, the Committee approves the applicant to be a member of the MHP's provider network.
g. Once approved, the provider signs a FCMHP Provider Service Agreement.
h. All providers are maintained and renewed every three (3) years on the basis of their compliance with Title 9 regulations.
i. Any changes to the Provider's license or board action must be reported to the FCMHP within seven (7) days from the date action was reported and a judgment rendered.

2. ***Provide a statement assuring that at least thirty days prior to implementation, the MHP will submit a sample boilerplate contract for each type of provider with whom the MHP plans to contract (e.g., hospital, nursing facility, organizational and practitioner provider(s).***

Please see Appendix F: MHP Sample Contract Boilerplates.

3. ***Describe the method and timeframes to be used by the MHP to process claims and payments for a) practitioner and b) organizational providers.***

Providers are required to complete and submit the CMS-1500 forms to the FCMHP Managed Care Division within 30 days of the service date for voluntary outpatient services. Managed Care may deny payment for invoices submitted beyond thirty (30) days from the date of service; however, an exception applies to claims billed to Medicare or third-party insurers who must be billed prior to requesting payment from the FCMHP.

Upon receipt of the provider's claim for payment, the Managed Care PRS will enter the information from the CMS-1500 form into the Department's Avatar EHR system. Payment will be authorized for valid claims for SMHS if:

- Services were delivered by a contracted provider, and were within the range of preselected service codes allowed by scope of practice and contract agreements;
- The beneficiary was eligible for Medi-Cal at the time services were provided.

Claims processed for each provider of services are compiled into Avatar and an Explanation of Payment (EOP) and/or report is printed and mailed to the provider. A copy of the EOP is forwarded to DBH Business Office and a request for payment from the Auditor/Controller's

office by submitting the appropriate claim documents. Checks are issued by the Auditor/Controller's office.

Providers entering their own service claims directly into the FCMHP Avatar system will not submit the CMS-1500 forms. The provider will submit a report from Avatar and attach a cover sheet of the Claims Certification form completed and signed, and mail or deliver this packet to the FCMHP Managed Care Division to process for payment.

In the event a claim is not approved, a denial letter explaining the reason for the disapproval and the original claim are returned to the provider. A copy of the claim and database of all returned claims is maintained by Managed Care. The provider must resubmit corrected claims along with a copy of the denial letter within 30 days of the date of the denial letter.

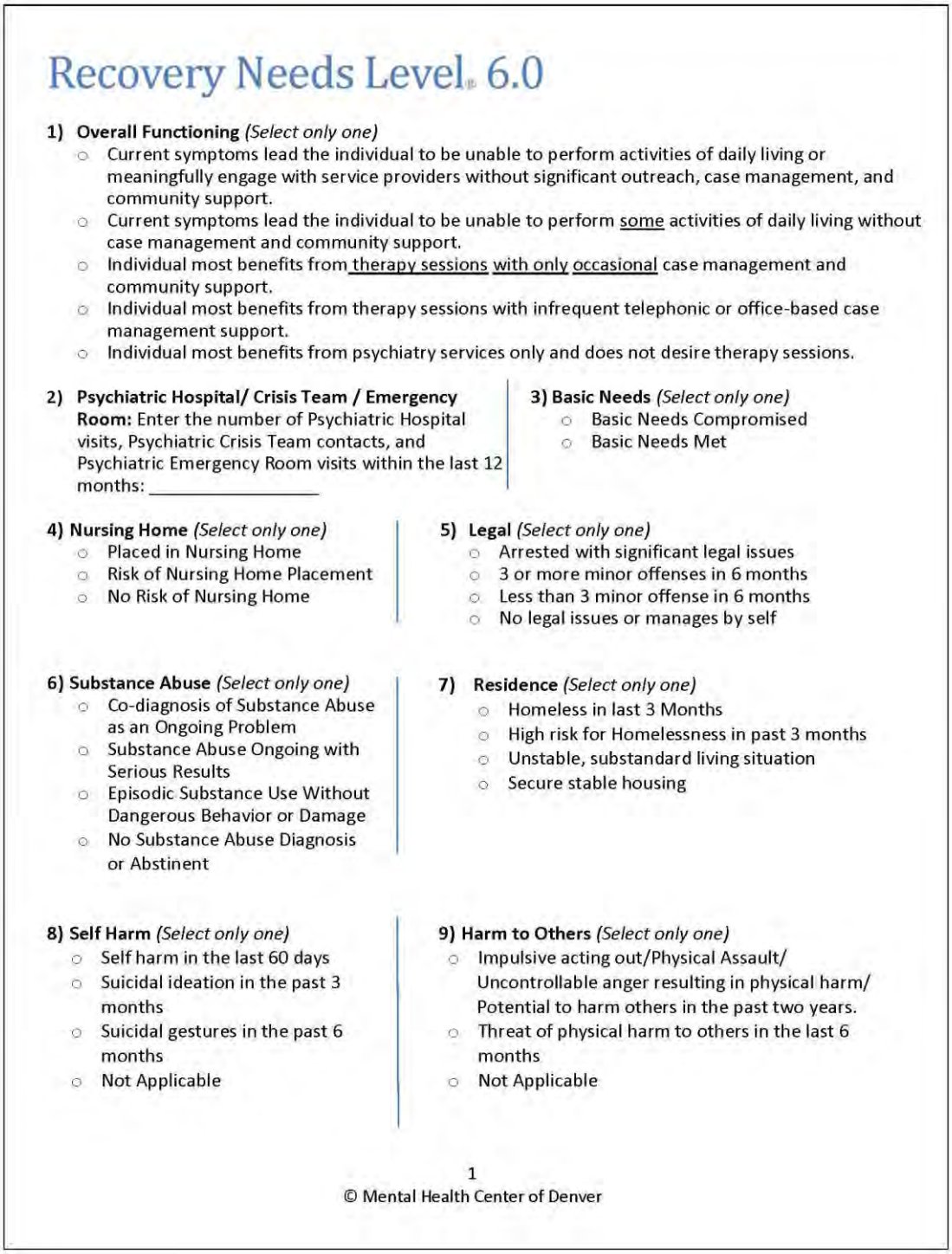
All claims are compiled via Avatar and are sent to the State for billing on a bi-monthly basis. On a monthly basis, the Business Office will include those services in the Short-Doyle/Medi-Cal claiming process for Federal Financial Participation reimbursement after 45 days from the date of services to ensure providers have been paid.

4. ***Identify a contact person who can be reached regarding any questions with this Implementation Plan.***

Division Manager
Fresno County Department of Behavioral Health
Managed Care Division – M/S 271
1925 E Dakota Avenue
Fresno, CA 93726

APPENDIX A: REACHING RECOVERY® FORMS

A-1: Recovery Needs Level



Recovery Needs Level® 6.0

1) **Overall Functioning** *(Select only one)*
- ○ Current symptoms lead the individual to be unable to perform activities of daily living or meaningfully engage with service providers without significant outreach, case management, and community support.
- ○ Current symptoms lead the individual to be unable to perform some activities of daily living without case management and community support.
- ○ Individual most benefits from therapy sessions with only occasional case management and community support.
- ○ Individual most benefits from therapy sessions with infrequent telephonic or office-based case management support.
- ○ Individual most benefits from psychiatry services only and does not desire therapy sessions.

2) **Psychiatric Hospital/ Crisis Team / Emergency Room:** Enter the number of Psychiatric Hospital visits, Psychiatric Crisis Team contacts, and Psychiatric Emergency Room visits within the last 12 months: _____

3) **Basic Needs** *(Select only one)*
- ○ Basic Needs Compromised
- ○ Basic Needs Met

4) **Nursing Home** *(Select only one)*
- ○ Placed in Nursing Home
- ○ Risk of Nursing Home Placement
- ○ No Risk of Nursing Home

5) **Legal** *(Select only one)*
- ○ Arrested with significant legal issues
- ○ 3 or more minor offenses in 6 months
- ○ Less than 3 minor offense in 6 months
- ○ No legal issues or manages by self

6) **Substance Abuse** *(Select only one)*
- ○ Co-diagnosis of Substance Abuse as an Ongoing Problem
- ○ Substance Abuse Ongoing with Serious Results
- ○ Episodic Substance Use Without Dangerous Behavior or Damage
- ○ No Substance Abuse Diagnosis or Abstinent

7) **Residence** *(Select only one)*
- ○ Homeless in last 3 Months
- ○ High risk for Homelessness in past 3 months
- ○ Unstable, substandard living situation
- ○ Secure stable housing

8) **Self Harm** *(Select only one)*
- ○ Self harm in the last 60 days
- ○ Suicidal ideation in the past 3 months
- ○ Suicidal gestures in the past 6 months
- ○ Not Applicable

9) **Harm to Others** *(Select only one)*
- ○ Impulsive acting out/Physical Assault/ Uncontrollable anger resulting in physical harm/ Potential to harm others in the past two years.
- ○ Threat of physical harm to others in the last 6 months
- ○ Not Applicable

1

10) Medication Management *(Select only one)*

- Inadequate follow through on taking psychotropic or physical health medications.
- Requires medication reminders and medication administration for psychotropic or physical health medications.
- Medication compliance or person is able to discuss issues of non-adherence for psychotropic or physical health medications.
- No Medications prescribed (psychotropic or physical health medications)

11) Engagement *(Select only one)*

- No engagement in services
- No acceptance of illness/limited responsibility for their recovery
- Limited engagement/equivocal acceptance or understanding of mental illness
- Engages in services positively

12) Psychiatrist *(Select only one)*

- Individual wishes psychiatry only services but treatment team believes more clinical support is needed at this time.
- Individual wishes psychiatry only services and treatment is in agreement at this time.
- Not Applicable

13) Case Management *(Select only one)*

- Requires outreach to link with all essential services
- Inadequate follow through with elements of the service plan, like following crisis plan and maintaining housing
- Needs case management for reliable appointments
- Manages progress with *occasional* help from case manager OUT OF OFFICE.
- Manages progress with *occasional* TELEPHONIC help from therapist/case manager
- Manages Own Needs

14) Support *(Select only one)*

- No community support for the individual's recovery
- Some community support for the individual's recovery
- Strong community support for the individual's recovery.

15) Physical Health *(Select only one)*

- Significant, uncontrolled medical conditions
- Health issues are well managed
- No identified or reported health issues

16) Environment *(Select only one)*

- Highly stressful environment, including victimization, disabling or life-threatening illness lack of permanent residence, difficulty avoiding substance users
- Moderately stressful environment including significant difficulties in important relationships, sustained decline in health status, exposure to drugs/alcohol
- Mildly stressful environment

17) Mental Health Symptoms *(Select only one)*

- Individual can meet daily needs, but symptoms <u>*frequently*</u> hinder him/her from accomplishing activities.
- Individual can meet daily needs, but symptoms <u>*occasionally*</u> prevent some activities
- If and when symptoms occur, the individual manages them so effectively that they cause no major interference.

A-2: Recovery Marker Inventory

Recovery Marker Inventory

Consumer Name: _____

DOB: _____ ID#: _____

Clinician Completing Form: _____ Date: _____

Employment

Directions: Please select the highest category that best describes this person on the specified date (for example, March 1st) based on evidence from self-reports, behavioral observations, and/or outside information (for example, family or friends). The examples provided are not meant to be comprehensive, but rather describe behaviors that typically fall into these categories.

◊ **No Interest –** absolutely no interest in any type of work activities

◊ **Interest, No Action** – open to the idea of working, but taking no action

◊ **Job Exploring –** exploring getting a job (for example, reading about a job training program, talking to a friend about what it takes to work, looking at how work income would affect benefits, etc.)

◊ **Low Active Job Search** – inconsistent job searching (for example, looking for jobs in the newspaper every now and then, occasionally filling out job applications, etc.)

◊ **High Active Job Search –** consistent job searching activities (for example, meeting regularly with a vocational counselor, frequently filling out job applications, etc.)

◊ **Sheltered Employment** – working a piece-rate job that pays less than minimum wage, typically in a segregated environment (for example, assembly line work at a factor, etc.)

◊ **Micro-Employment** – working odd jobs or an average of 1-5 hours per week of competitive employment (that is, a job in an integrated, real-world setting that pays at least minimum wage)

◊ **Enclave Employment** – working a job that is reserved for persons with disabilities but pays at least minimum wage

◊ **Part-time Employment** – working an average of 6 to 29 hours per week of competitive employment (that is, a job in an integrated, real-world setting that pays at least minimum wage)

◊ **Full-time Employment –** working 30 hours or more per week of competitive employment (that is, a job in an integrated, real-world setting that pays at least minimum wage)

◊ **Retired –** 60 years or older, considers him/herself retired, and is not interested in any vocational activity

◊ **Care Giving Role –** cares for a child or family member at least 20 hours per week and is not interested in pursuing other work activities.

Learning / Education

Directions: Please select the highest category that best describes this person on the specified date (for example, March 1st) based on evidence from self-reports, behavioral observations, and/or outside information (for example, family or friends). The examples provided are not meant to be comprehensive, but rather describe behaviors that typically fall into these categories.

◊ **No Interest** – absolutely no interest in any type of learning/education activities (including reading the newspaper, visiting the library, searching the internet, accessing material on a topic of interest, etc.)

◊ **Very Low Participation** – open to the idea of participating in learning/education activities, but taking no action

◊ **Low Participation** – inconsistent self-education activities (for example, occasionally reading the newspaper, visiting the library, searching the internet, or accessing material on a topic of interest, etc.)

◊ **Moderate Participation** – consistent self-education activities (for example, frequently reading the newspaper, visiting the library, searching the internet, or accessing material on a topic of interest, etc.)

◊ **High Participation** – participating in a formal educational/training program (for example, enrolled in gardening classes, cooking classes, or GED tutoring program, etc.)

◊ **Very High Participation** – enrolled in a degree level college class or certified training program such as plumbing, nursing assistant, etc.

Maximum Educational Attainment

◊ **Up to 9th Grade Education**

◊ **9th to 12th Grad Education (no GED)**

◊ **GED**

◊ **High School Diploma**

◊ **Trade School Certificate**

◊ **Associate's Degree**

◊ **Bachelor's Degree**

◊ **Master's Degree**

◊ **Doctorate Degree**

Active Growth Orientation

Directions: Please select the highest category that best describes this person on the specified date (for example, March 1st) based on evidence from self-reports, behavioral observations, and/or outside information (for example, family or friends).

The phrase "activities of interest" includes either solo activities (hobbies, reading, etc.) or social activities (going to movies with friends, playing on a sports team, etc.). In order to meet the requirement for a specific category the person only needs to demonstrate behaviors in one type of activity. The examples provided are not meant to be comprehensive, but rather describe behaviors that typically fall into these categories.

◊ **No Involvement** – person has no involvement in any specific activities of interest (for example, sleeps nearly all day, sits and stares for long periods of time, etc.)

◊ **Very Low Involvement –** person is involved only in passive activities of interest (for example, watches TV all day as a way to pass the time, sits and smokes with only brief conversations, etc.)

◊ **Low Involvement** – person is minimally involved in activities of interest (for example, can identify activities that he/she enjoys but puts little effort into pursuing them, will go out with friends occasionally but only with much encouragement, etc.)

◊ **Moderate Involvement** – person is moderately involved in activities of interest (for example, regularly participates in activities that he/she enjoys, regularly goes out with friends and family, etc.)

◊ **High Involvement** – person is highly involved in activities of interest (for example, person regularly participates in activities that bring a deep sense of meaning and purpose to his/her life, often invites others to participate in activities, etc.)

◊ **Very High Involvement** – person frequently engages in activities that directly benefit the welfare of others (for example, regularly volunteers time to help / mentor others, often organizes activities/projects that honor the accomplishments of friends/family, etc.)

Symptom Management

Be careful to use this scale to rate the level of interference symptoms have on the person's life rather than the severity of symptoms. For example, some people experience very severe symptoms, but have learned to manage those symptoms so well that they interfere only moderately with their life activities.

◊ **Very High Interference** – as a result of symptoms of a mental illness the person is in danger of severely hurting self or others or is gravely disabled.

◊ **High Interference** – as a result of the symptoms of a mental illness this person has trouble meeting his/her basic needs or is unable to maintain minimal personal hygiene

◊ **Moderate Interference** – person is able to meet daily needs, but symptoms of a mental illness frequently hinder him/her from accomplishing activities such as scheduling, organizing, following through with plans, etc.

◊ **Low Interference –** person is able to meet daily needs, but symptoms of a mental illness occasionally hinder him/her from accomplishing activities such as planning, organizing, following through with plans, etc.

◊ **No Interference** – if/when symptoms of a mental illness occur, this person manages then so effectively that they cause no interference with activities such as planning, organizing, following through with plans, etc.

Participation In Services

Directions: Please select the highest category that best describes this person on the specified date (for example, March 1st) based on evidence from self-reports, behavioral observations, and/or outside information (for example, family or friends). The examples provided are not meant to be comprehensive, but rather describe behaviors that typically fall into these categories.

◊ **Involuntary Participation –** person participates with mental health services only because of coercion (for example, in absence of external pressure such as court-order, probation, family threats, etc. the person would likely never come in for any services)

◊ **Very Low Participation –** person voluntarily participates with mental health services but with only minimal consistency (for example, is frequently a "no show" for scheduled appointments, etc.)

◊ **Low Participation –** person consistently attends appointments/meetings, but relies entirely on staff to direct recovery (for example, has great difficulty setting or following through on own goals, passively accepts suggestions of staff, etc.)

◊ **Moderate Participation –** sees self as an equal partner with mental health staff in directing own recovery (for example, can lead own recovery, but also relies heavily on staff direction, support, etc.)

◊ **High Participation –** sees self as the director of own recovery with mental health staff as supports (for example, easily sets own goals, advocates for own views when they conflict with staff ideas, etc.)

◊ **Graduated Disengagement –** effectively manages own recovery with very little involvement with mental health services.

Involvement of Legal System in Treatment

Court Ordered / Certified to Treatment? **YES** **or** **NO**

On Probation / Parole / Forensics Involvement? **YES** **or** **NO**

Housing

Directions: Please select the highest category that best describes this person on the specified date (for example, March 1st) based on evidence from self-reports, behavioral observations, and/or outside information (for example, family or friends). The examples provided are not meant to be comprehensive, but rather describe housing options that typically fall into these categories.

◊ **Homeless (street/overnight shelter) –** homeless on the street, in an overnight shelter bed, or living in vehicle.

◊ **Homeless (friends/motel)** – "crashing" with friends or living in a motel

◊ **Nursing Home** – a state qualified nursing home/facility that provides medical and/or mental health services.

◊ **Transitional Treatment Facility or Program** –short-term drug/alcohol recovery program or a transitional group home with a defined length of stay of less than two years

◊ **Long-Term Mental health Assisted Living –** unrelated persons living in a home with overnight staff who do have mental health expertise and no specific length of stay

◊ **Congregate Living Apartment –** semi-independent apartments that are managed by mental health or other care provides with some services attached

◊ **Single Room Occupancy (SRO) –** a single room independent apartment that does not have a complete kitchen and may have a shared bathroom

◊ **Independent Home or Apartment (subsidized) –** paying subsidized rent for an independent apartment or home in the community (for example, HUD 202, HUD 8/11, Shelter + Care, Section 8 voucher used in the community, etc.)

◊ **Independent Home or Apartment (non-subsidized)** – paying full rent for an independent apartment or home in the community.

◊ **Living with Family –** currently living with parents, siblings, or extended family and is relying primarily on the support of family

Emergency Room Visits

Approximate number of emergency room visits since the last marker update or if at intake in the last 3 months.

Emergency Room Visits for Psychiatric Reasons : _____

Emergency Room Visits for Physical Reasons: _____

Cumulative Days Categories

Approximate number of cumulative days since the last marker update or if at intake in the last 3 months.

Jail Days: _____

Psychiatric Hospital Days: _____

Physical Hospital Days: _____

Days in Detox: _____

Substance Use (Level of Use / Stage of Change)

Directions: Please select the category that best describes this person based on evidence from self-reports, behavioral observations, and/or outside information (for example, family or friends).

◊ **Person has not experienced ANY substance abuse, either currently or in the past.**

◊ **If person has experienced substance abuse issues either currently or in the past please complete the following section.**

Directions: Select the highest category that best described this person on the specified date (for example, March 1st) based on evidence from self-reports, behavioral observations, and/or outside information (for example, family or friends). **See last page for definitions.** The examples provided are not meant to be comprehensive, but rather describe behaviors that typically fall into these categories.

Substance	Stage of Use	Stage of Change
Alcohol		
Cannabis		
Cocaine		
Hallucinogens		
Inhalants		
Methamphetamines		
Opiates		
Over – the – counter		
PCP		
Sedatives/Hypnotics/Anxiolytics		
Stimulants		
Tobacco		

Stage of Use Definitions	Stage of Change Definitions
No Use / Non-Problematic Use Person has never had any problems with the use of this substance, either currently or in the past.	**N/A** Not applicable
Abstinence Person has had problems with this substance in the past but has not used in the last two months.	**Pre-Contemplation** Does not see a problem with the use of this substance and does not want to reduce or stop use.
Use Without Impairment Person has had problems with this substance in the past and has used in the last two months, but there is no evidence of persistent or recurrent problems.	**Contemplation** Sees a problem with the use of this substance but has not decided to reduce or stop use.
Abuse In the last two months there is evidence of persistent or recurrent problems related to use of this substance (for example, disruptive behavior, missing work, etc.)	**Preparation** Sees a problem with the use of this substance and is developing plans to reduce or stop use.
Dependence In the last two months person has demonstrated frequent intoxication with this substance, persistent problems, withdrawal and marked tolerance requiring use in greater amounts and with shorter intervals between uses (for example, activities are focused almost exclusively on obtaining and using this substance, etc.)	**Action** Sees a problem with the use of this substance and is taking steps to reduce or stop use.
Severe Dependence In the last two months problems related to the use of this substance are so severe that they make non-institutional living almost impossible (for example, constant use leads to destructive behavior, inability to pay rent, regular contact with police or detox, etc.)	**Maintenance** Has established at least six months of successful non-use of this substance and is committed to continued sobriety.

A-3: Consumer Recovery Measure

Consumer Recovery Measure

Mental Health Center of Denver
REACHING RECOVERY
Where Recovery Happens

Consumer Name: _____ ID#:_____

Assessment Date: _____

Does the person decline the survey at this time? NO YES If yes, please list reason:

_____In Jail / Prison _____Out of State _____Disengaged with services (missing) _____Psych Only (missed Quarterly Appt.)

_____ Refuses

If refuses please specify reason: _____

_____

_____

	Worse than ever	Not good at all	A little worse than usual	About average	Pretty Good	Much better than usual	Better than ever
How are you feeling today?							

	Strongly Agree	Basically Agree	Basically Disagree	Strongly Disagree
Lately I feel I have been making important contributions.				
I have hope for the future.				
I am reaching my goals.				
I have this feeling things are going to be just fine.				
Recently my life has felt meaningful.				
Recently I have been motivated to try new things.				
I get a lot support during the hard times.				
In most situations I feel totally safe.				
My life is often disrupted by my symptoms.				
Sometimes I am afraid someone might hurt me.				
I have people in my life I can really count on.				
Life's pressures lead me to lose control.				
I have friends and family I really like.				
My symptoms interfere less and less with my life.				
When my symptoms occur, I am able to manage them without falling apart.				

APPENDIX B: MAP SCREENING TOOLS

B-1: VI-SPDAT Consent Form

VI-SPDAT Consent form

Consent for Interview

My name is _____ and I/m with the Fresno Madera Continuum of Care. I have a 10-minute survey that I would like to complete with you and take a picture of you so we can identify you at a later date. The answers will help us determine how we can go about supporting and housing you. Most questions only require a Yes or No response. Some questions require a one-word answer. I'll be honest, some questions are personal in nature, but know you can skip or refuse any question. The information collected goes in to our homeless provider data system and shared with authorized agencies for the purpose of furthering services and housing in the community.

If you do not understand a question, let me know and I would be happy to clarify. If it seems to me that you don't understand a question I will also do my best to explain it to you without you needing to ask for clarification.

One last thing we should chat about. I've been doing this long enough to know that some people will tell me what they want me to hear rather than telling me – or even themselves – the truth. It's up to you, but the more honest you are, the better we can figure out how best to support you. If you are dishonest with me, really you are just being dishonest with yourself. So, please answer as honestly as you feel comfortable doing.

SIGN BELOW IF AGREEING TO BE INTERVIEWED

Your signature (or mark) below indicates that you have read (or been read) the information provided above, have gotten answers to your questions, and have freely chosen to be interviewed. By agreeing to be interviewed, you are not giving up any of your legal rights.

_____ _____

Date Signature (or Mark) of Participant

_____

Printed Name of Participant

Please sign below if you also agree to have your picture taken

_____

Signature (or Mark) of Participant

Authorization to Use or Disclose Personal Identifiable Information

Section 1. Who is the participant?

Last Name	First Name	Middle Initial
Date of Birth (MM/DD/YYYY)	Phone Number	

I hereby authorize the use or disclosure of protected health information about the individual named above.

I am: ☒ the individual named above (complete section 8 below to sign this form)

☐ a person representative because the patient is a minor, incapacitated, or deceased (complete Section 9 below)

Section 2. Who Will Be Disclosing Information About the Individual?

The following entity may use or disclose the information:

AspiraNet, CA Department of Rehabilitation, Central California Legal Services, City of Fresno, City of Madera, Clearview Outreach, Community Action Partnership of Madera County, Community Medical Center, County of Fresno Department of Social Services, County of Madera, Fresno Economic Opportunities Commission, Fresno Rescue Mission, Fresno Unified School District, Fresno County Office of Education, Hospital Council of California, Fresno Housing Authority, Kaiser Permanente, Madera County Workforce Investment Corporation, Madera Rescue Mission, Madera Unified School District, Mental Health Systems Inc., Poverello House, Saint Agnes Medical Center, Social Security Administration, Spirit of Women, Turning Point, Valley Teen Ranch, WestCare California	

Section 3. Who May Be Receiving Information About the Individual?

The information may be disclosed to:

AspiraNet, CA Department of Rehabilitation, Central California Legal Services, City of Fresno, City of Madera, Clearview Outreach, Community Action Partnership of Madera County, Community Medical Center, County of Fresno Department of Social Services, County of Madera, Fresno Economic Opportunities Commission, Fresno Rescue Mission, Fresno Unified School District, Fresno County Office of Education, Hospital Council of California, Fresno Housing Authority, Kaiser Permanente, Madera County Workforce Investment Corporation, Madera Rescue Mission, Madera Unified School District, Marjaree Mason Center, Mental Health Systems Inc., Poverello House, Saint Agnes Medical Center, Social Security Administration, Spirit of Women, Turning Point, Valley Teen Ranch, WestCare California	

Section 4. What Information About the Individual Will Be disclosed?

Please specify the type of behavioral health and/or substance abuse services information to be disclosed, including any relevant dates. Self reported information that may assist in supportive services and/or housing.

Section 5. What is the Purpose of the Disclosure?

Please give the reason the information is being requested or disclosed.

to work with collaborative agencies to provide services to the individual identified in this release

Section 6. What is the Expiration Date or Event?

This authorization must expire within 1 year, on either a specific date or upon a specific event. Please choose either:

- ☐ **the following expiration date (no more than 1 year from today): _____**
- ☐ **the following specific event (needs to happen within 1 year): _____**

Section 7. Important Rights and Other Required Statements You Should Know

- ❖ You can revoke this authorization at any time by writing to [Fresno Housing Authority]. If you revoke this authorization, it will not apply to information that has already been used or disclosed.
- ❖ The information disclosed based on this authorization may be redisclosed by the recipients and may no longer be protected by federal or state privacy laws. Not all persons or entities have to follow these laws.
- ❖ You do not need to sign this form in order to obtain enrollment, eligibility, payment, or treatment for services.
- ❖ This authorization is completely voluntary, and you do not have to agree to authorize any use or disclosure.
- ❖ You have a right to a copy of this authorization once you have signed it. Please keep a copy for your records, or you may ask us for a copy at any time by writing to Fresno Housing Authority.
- ❖ If you have any questions about anything on this form, or how to fill it out, we can help. Please call (559)457-4109

Section 8. Signature of the Individual

Signature_____ Date (required)_____

Section 9. Signature of Personal Representative (if applicable)

Signature_____ Date (required)_____

Please describe your relationship to the individual and/or your legal authority to act on behalf of the individual in making decisions related to healthcare. You may be asked to provide us with the relevant legal documents giving you this authority.

Relationship to the individual (required): _____

NOTICE TO RECIPIENT OF INFORMATION

This information has been disclosed to you from records the confidentiality of which may be protected by federal and/or state law. If the records are protected under the federal regulations on the confidentiality of alcohol and drug abuse patient records (42 CFR Part 2), you are prohibited from making any further disclosures of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains, or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

Fresno County
AUTHORIZATION FOR USE AND DISCLOSURE OF
PROTECTED HEALTH INFORMATION

Name:

_____

Date of Birth: _____ Social Security Number: _____

Use and Disclosure of Health Information
I authorize the use or disclosure of the above named individual's health information, which may contain medical, mental health, or substance abuse history and treatment information, as follows:

Name of the organization or individual **authorized to use or disclose** the information:
_____Fresno County Department of Behavioral Health_____
Address: _____4441 E. Kings Canyon Rd., Fresno CA 93702_____

Name of the organization or individual **authorized to receive and use** the information:
_____Housing Authority_____
Address: _____PO BOX 11985 Fresno, CA 93776-1985_____
The **type and amount of information** to be used or disclosed is as follows:

X Diagnosis	☐ Lab Report	☐ Immunization Record
☐ History & Physical	☐ Medication Record	☐ Progress Note
☐ Assessment	☐ Plan of Care	X Other: verbal/written__

Dates of information from: _____ALL_____ to: _____Present_____

Exception or information I do not want disclosed: _____

This information will be used for the following **purpose**: _____Housing_____

Authorized for Use and Disclosure of Protected Health Information Fresno County of Fresno
FCH -2910-eng

Name _____
Record/DMH # _____

1

May 18, 2011

Restrictions

California law does not allow the organization or individual receiving this information to make further disclosure of my protected health information unless the organization or individual obtains another authorization from me or unless disclosure is specifically required or permitted by law.

Rights

I understand that I have the following rights with respect to this Authorization:

1. I may refuse to sign this authorization.
2. I have a right to receive a copy of this authorization.
3. I may revoke this Authorization at any time by signing the revocation at the bottom of this form or by a written notice of revocation signed by me or on my behalf. I can mail it or personally deliver to the following address:
   4441 E. Kings Canyon Rd., Fresno CA 93702
   I understand that the revocation will be effective upon receipt. I understand that the revocation will not apply to information that has already been released in response to this authorization.
4. I may not be required to sign this Authorization as a condition to obtaining treatment, payment, or my eligibility for benefits.
5. I am entitled to notice if Fresno County will use or disclose the protected health information for marketing and receive payment for the use or disclosure of my protected health information.
6. I understand that I may request a restriction or limitation on the protected health information to be used or disclosed.

Expiration

This Authorization will expire on: _____If I do not specify an expiration date or event, this authorization will expire in six months.

Signature

I knowingly and voluntarily sign this authorization.

Signature _____Date _____

Printed Name _____Telephone Number _____

Address_____

If signed by someone other than client/consumer, state your legal relationship to the client/consumer:

_____

Witness/Language Interpreter

_____

☐ I revoke this authorization. _____
Signature_____ Date_____

Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT)

Prescreen for Individuals

GENERAL INFORMATION/CONSENT

1. Interviewer's First Name	2. Interviewer's Last Name
3. Interviewer's Email	4. Interviewer's Phone Number
Has client signed a release of information ❑ Yes ❑ Refused	
5. When was this survey conducted? _____ / _____ / _____ Time: _____	6. Referring Agency: *If applicable*
7. Location of Survey:	

1. In what language do you feel best able to express yourself?	
First Name	Last Name
2. Unique Client Identifier	
Social Security Number	3. Date of Birth: _____ /___ / _____

A. HISTORY OF HOUSING & HOMELESSNESS

QUESTIONS	RESPONSE	REFUSED
1. How many months have you lived on the streets, in shelters or in a Safe Haven?		❑
2. In the past three years, how many separate times have you been homeless and then housed again?	❑ 0 ❑ 1 ❑ 2 ❑ 3 ❑ 4 or more ❑ Doesn't know	❑
3. In the past three years, what is the total number of months you have been homeless (living on the street, in Emergency Shelters or Safe Haven)?		❑
4. During the last three years, have you been continuously homeless for at least a year?	❑ Yes ❑ No ❑ Doesn't know	❑

100,000 HOMES
For 100,000 homeless individuals and families
POWERED BY COMMUNITY SOLUTIONS

ORG CODE

Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT)

Prescreen for Individuals

B. RISKS

SCRIPT: I am going to ask you some questions about your interactions with health and emergency services. If you need any help figuring out when six months ago was, just let me know.

QUESTIONS	RESPONSE		REFUSED
1. In the past six months, how many times have you been to the emergency department/room?			❑
2. In the past six months, how many times have you had an interaction with the police?			❑
3. In the past six months, how many times have you been taken to the hospital in an ambulance?			❑
4. In the past six months, how many times have you used a crisis service, including distress centers or suicide prevention hotlines?			❑
5. In the past six months, how many times have you been hospitalized as an in-patient, including hospitalizations in a mental health hospital?			❑
	YES	**NO**	**REFUSED**
6. Have you been attacked or beaten up since becoming homeless?	❑	❑	❑
7. Have you threatened to or tried to harm themselves or anyone else in the last year?	❑	❑	❑
8. Do you have any legal stuff going on right now that may result in being locked up or having to pay fines?	❑	❑	❑
9. Does anybody force or trick you to do things that they do not want to do?	❑	❑	❑
10. Do you ever do things that may be considered to be risky like exchange sex for money, run drugs for someone, have unprotected sex with someone you don't really know, share a needle, or anything like that?	❑	❑	❑
11. I am going to read types of places people sleep. Please tell me which one that you sleep at most often. (Check only one.)	❑ Shelter ❑ Street, Sidewalk or Doorway ❑ Car, Van or RV ❑ Bus or Subway ❑ Beach, Riverbed or Park ❑ Other (SPECIFY):		

C. SOCIALIZATION & DAILY FUNCTIONS

QUESTIONS	YES	NO	REFUSED
12. Is there anybody that thinks you owe them money?	❑	❑	❑
13. Do you have any money coming in on a regular basis, through a job or government benefit or even working under the table, binning or bottle collecting, sex work, odd jobs, day labor, or anything like that?	❑	❑	❑
14. Do you have enough money to meet all expenses on a monthly basis?	❑	❑	❑
15. Do you have planned activities each day other than just surviving that bring happiness and fulfillment?	❑	❑	❑
16. Do you have any friends, family or other people in your life out of convenience or necessity, but you do not like their company?	❑	❑	❑

Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT)

Prescreen for Individuals

17. Do any friends, family or other people in your life ever take your money, borrow cigarettes, use your drugs, drink your alcohol, or get you to do things you really don't want to do?	❑	❑	❑
OBSERVE ONLY. DO NOT ASK!	YES	NO	
18. Surveyor, do you detect signs of poor hygiene or daily living skills?	❑	❑	

D. WELLNESS

QUESTIONS	RESPONSE		
1. Where do you usually go for healthcare when you're not feeling well?	❑ Hospital ❑ Clinic ❑ VA ❑ Other (specify) _____ ❑ Does not go for care		
Do you have now, have you ever had, or has a healthcare provider ever told you that you have any of the following medical conditions:	**YES**	**NO**	**REFUSED**
2. Kidney disease/End Stage Renal Disease or Dialysis	❑	❑	❑
3. History of frostbite, Hypothermia, or Immersion Foot	❑	❑	❑
4. Liver disease, Cirrhosis, or End-Stage Liver Disease	❑	❑	❑
5. HIV+/AIDS	❑	❑	❑
6. History of Heat Stroke/Heat Exhaustion	❑	❑	❑
7. Heart disease, Arrhythmia, or Irregular Heartbeat	❑	❑	❑
8. Emphysema	❑	❑	❑
9. Diabetes	❑	❑	❑
10. Asthma	❑	❑	❑
11. Cancer	❑	❑	❑
12. Hepatitis C	❑	❑	❑
13. Tuberculosis	❑	❑	❑
OBSERVATION ONLY – DO NOT ASK: 14. Surveyor, do you observe signs or symptoms of a serious health condition?	❑	❑	

Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT)

Prescreen for Individuals

SUBSTANCE ABUSE	YES	NO	REFUSED
15. Have you ever had problematic drug or alcohol use, abused drugs or alcohol, or told you do?	❑	❑	❑
16. Have you consumed alcohol and/or drugs almost every day or every day for the past month?	❑	❑	❑
17. Have you ever used injection drugs or shots in the last six months?	❑	❑	❑
18. Have you ever been treated for drug or alcohol problems and returned to drinking or using drugs?	❑	❑	❑
19. Have you used non-beverage alcohol like cough syrup, mouthwash, rubbing alcohol, cooking wine, or anything like that in the past six months?	❑	❑	❑
20. Have you blacked out because of alcohol or drug use in the past month?	❑	❑	❑
OBSERVATION ONLY – DO NOT ASK: 21. Surveyor, do you observe signs or symptoms or problematic alcohol or drug use?	❑	❑	
MENTAL HEALTH	**YES**	**NO**	**REFUSED**
22. Have you ever been taken to a hospital against your will for a mental health reason?	❑	❑	❑
23. Have you ever gone to the emergency room because you weren't feeling 100% well emotionally or because of your nerves?	❑	❑	❑
24. Have you spoken with a psychiatrist, psychologist or other mental health professional in the last six months because of mental health – whether that was voluntary or because someone insisted that it be done?	❑	❑	❑
25. Have you had a serious brain injury or head trauma?	❑	❑	❑
26. Have you ever been told you have a learning disability or developmental disability?	❑	❑	❑
27. Do you have any problems concentrating and/or remembering things?	❑	❑	❑
OBSERVATION ONLY – DO NOT ASK: 28. Surveyor, do you detect signs or symptoms of severe, persistent mental illness or severely compromised cognitive functioning?	❑	❑	

If YES to question 29, score 1.	YES	NO	REFUSED
29. Have you had any medicines prescribed by a doctor that were not taken, sold, stolen, misplaced, or where the prescriptions were never filled?	❑	❑	❑
If YES to question 30, score 1.	**YES**	**NO**	**REFUSED**
30. Yes or No – Have you experienced any emotional, physical, psychological, sexual or other type of abuse or trauma which help was not sought for, and/or which has caused your homelessness?	❑	❑	❑

Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT)

Prescreen for Individuals

E. DEMOGRAPHIC INFORMATION

Finally I'd like to ask you some questions to help us better understand homelessness and improve housing and support services.

1. What is your race?	❑ American Indian or Alaska Native ❑ Asian ❑ Black or African American ❑ Native Hawaiian or Other Pacific Islander ❑ White ❑ Doesn't Know ❑ Refused
2. What is your ethnicity?	❑ Non-Hispanic/Non-Latino ❑ Hispanic/Latino ❑ Doesn't Know ❑ Refused
3. What is your gender?	❑ Female ❑ Male ❑ Transgender male to female ❑ Transgender female to male ❑ Doesn't Know ❑ Refused
4. Do you have any children under 18 who are living with you now?	❑ Yes ❑ No ❑ Doesn't Know ❑ Refused
5. Have you ever been in foster care?	❑ Yes ❑ No ❑ Doesn't Know ❑ Refused
6. Have you ever been in jail or prison during the last 6 months?	❑ Yes ❑ No ❑ Doesn't Know ❑ Refused
7. Have you ever served in the US Military?	❑ Yes ❑ No ❑ Doesn't Know ❑ Refused
If yes, which war/war era?	❑ Theatre of Operations: World War II (1940-45) ❑ Theatre of Operations: Korean War (June 1950-January 1955) ❑ Theatre of Operations: Vietnam Era (August 1964-April 1975) ❑ Post Vietnam (May 1975-July1991) ❑ Theatre of Operations: Persian Gulf (August 1991-Present) ❑ Theatre of Operations: Afghanistan (2001-Present) ❑ Theatre of Operations: Iraq (2003-Present) ❑ Theatre of Operations: Other Peace-keeping Operations or Military Interventions (such as Lebanon, Panama, Somalia, Bosnia, Kosovo) ❑ Doesn't Know ❑ Refused ❑ Other (Specify)
If yes, was your active duty status before 1980?	❑ Yes ❑ No ❑ Refused
If yes, how many consecutive months were you on active duty?	
If yes, what was the character of the discharge?	❑ Honorable ❑ General under honorable conditions ❑ Under Other than Honorable (OTH) ❑ Dishonorable ❑ Bad Conduct ❑ Still on Active Duty ❑ Doesn't Know ❑ Refused ❑ Other (specify)
If yes, to serving in the US Military, are you currently receiving services at the VA Hospital?	❑ Yes ❑ No ❑ Refused
1. Where did you live prior to becoming homeless?	❑ This city ❑ This region ❑ Other part of the State ❑ Somewhere else (specify)_____
2. Are you currently subject to a registration requirement under a	❑ Yes ❑ No ❑ Refused

Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT)

Prescreen for Individuals

state sex offense registration program?	
3. What kind of health insurance do you have, if any? (check all that apply)	❑ Medicaid ❑ Medicare ❑ VA Medical Services ❑ Private Pay Health Insurance ❑ State Children's Health Insurance Program ❑ Employer-Provided Health Insurance ❑ Health Insurance Obtained through COBRA ❑ State Health Insurance for Adults (use local name) ❑ None ❑ Doesn't Know ❑ Refused ❑ Other (specify): _____
4. Are you currently receiving services from Fresno County Department of Behavioral Health	❑ Yes ❑ No ❑ Refused

F. CONTACT INFORMATION

1. Do you work with a case manager or outreach worker that you trust and can serve as your housing navigator – be able to find you easily, help collect housing documents and accompany you to housing application appointments?	❑ Yes ❑ No ❑ Refused
2. If yes, what is his/her name?	
3. What agency do they work for?	
4. What is their phone number?	
5. What is their email address?	
6. On a regular day, where is it easiest to find you and what time of day is easiest to do so?	
7. Is there a phone number and/or email where someone can get in touch with you or leave a message? **(DO NOT ENTER NUMBER OR EMAIL IN PMCP)**	❑ Yes
8. Which documents do you currently have on you?	❑ CA ID card or Driver's License ❑ Social Security Card ❑ Birth Certificate ❑ Proof of Income ❑ Disability Verification
9. To finish, may I take your picture so that we can better find you if housing turns up?	❑ Yes ❑ No ❑ Refused
10. SURVEYOR: Any final notes that you'd like to convey?	

B-2: Multi-Agency Access Program Community Screening Tool

Multi-Agency Access Program

Community Screening Tool

Suggested statements for welcome and explanation of screening process:

- My name is and I'm here to support you today.
- To best support you I need to get to know a little about you.
- I will ask some questions covering different topics.
- The purpose is to consider different areas of life in which you may find supports or services would be helpful.
- It might seem like a lot of questions, but the idea of is to save you time of going to a lot of different places.
- You may skip any question that makes you feel uncomfortable.
- Let me know if I am going too fast or too slow or if you aren't sure what I mean with any of the questions.

General Information

1. What is your name?

First:	Last:

2. What brings you here today? (Self-report by client. Check all that apply)

☐ Physical Health	☐ Need food	☐ SSI or SSDI
☐ Mental Health	☐ Employment	☐ Veteran's benefits or services
☐ Substance use	☐ Domestic violence	☐ General Assistance/Relief
☐ Housing	☐ Health insurance	☐ Legal
☐ Other:		

3. What is your household composition?

☐ Living alone (if selected, skip to question 6)	☐ Living with a spouse, partner or other adult who is not your child
☐ Living with children under 18	☐ Living with children over 18

4. How many adults and children are in your household? (include all persons who sleep in the same location, including the person being interviewed):

Number of adults 18 or older:

Number of children 17 and younger:

Multi-Agency Access Program

Community Screening Tool

5. List other members of the household in the spaces below:

Person 1: First Name: Last Name: Date of Birth: Relation to client: ☐ Spouse ☐ Non-married Partner ☐ Child ☐ Don't know or decline to state ☐ Other:	Person 2: First Name: Last Name: Date of Birth: Relation to client: ☐ Spouse ☐ Non-married Partner ☐ Child ☐ Don't know or decline to state ☐ Other:	Person 3: First Name: Last Name: Date of Birth: Relation to Relation to client: ☐ Spouse ☐ Non-married Partner ☐ Child ☐ Don't know or decline to state ☐ Other:	Person 4: First Name: Last Name: Date of Birth: Relation to Relation to client: ☐ Spouse ☐ Non-married Partner ☐ Child ☐ Don't know or decline to state ☐ Other:
Person 5: First Name: Last Name: Date of Birth: Relation to Relation to client: ☐ Spouse ☐ Non-married Partner ☐ Child ☐ Don't know or decline to state ☐ Other:	Person 6: First Name: Last Name: Date of Birth: Relation to Relation to client: ☐ Spouse ☐ Non-married Partner ☐ Child ☐ Don't know or decline to state ☐ Other:	Person 7: First Name: Last Name: Date of Birth: Relation to Relation to client: ☐ Spouse ☐ Non-married Partner ☐ Child ☐ Don't know or decline to state ☐ Other:	Person 8: First Name: Last Name: Date of Birth: Relation to Relation to client: ☐ Spouse ☐ Non-married Partner ☐ Child ☐ Don't know or decline to state ☐ Other:

6. What is your date of birth?

7. Is this your first time coming to a MAP Program or MAP Point?

☐ Yes	☐ No	

Multi-Agency Access Program

Community Screening Tool

8. How did you hear about the MAP Program?

☐ Friend or family	☐ News outlet	☐ Internet
☐ Referred by an Name or type of agency:		☐ Other:

9. In what part of the city/county are you staying?
Cross streets:

10. If you have a home or place that you stay, what is the address?

11. What is your phone number? If you don't have a phone, this can be a number where a message can be left.)

12. How do you identify your race?

☐ American Indian or Alaska Native	☐ Black/African American	☐ Asian/Pacific Islander
☐ White/Caucasian	☐ Don't Know or Decline to state	☐ Other:

13. How do you identify your ethnicity:

☐ Non-Hispanic/Non-Latino	☐ Hispanic/Latino	☐ Doesn't Know or Decline to state

14. What is your preferred language:

☐ English	☐ Spanish	☐ Hmong
☐ Other		

15. How do you identify your gender:

☐ Man	☐ Woman	☐ Transgender

Multi-Agency Access Program

Community Screening Tool

☐ Decline to State	☐ Other	

16. How do you identify your sexual orientation:

☐ Heterosexual/Straight	☐ Gay	☐ Lesbian
☐ Bisexual	☐ Queer	☐ Questioning
☐ Decline to State	☐ Other:	

17. What is your relationship status:

☐ Single	☐ Married	☐ Cohabitating
☐ Separated	☐ Widowed	☐ Divorced
☐ Decline to state	☐ Other:	

Veteran's Status:

18. Have you ever served in the United States Armed Forces or been called into active duty as a member of the National Guard or as a Reservist?

☐ Yes	☐ No	

Housing Needs

19. Where do you usually sleep (what is your primary nighttime residence)?

☐ My house or apartment (owned or rented)	☐ My house/apartment (subsidized)	☐ Hotel or motel (no emergency voucher)
☐ With a friend or relative	☐ Transitional	☐ Emergency shelter (include motel/hotel
☐ Street or sidewalk	☐ Uninhabitable location / place not meant for human habitation (i.e. car, park, abandoned	

Multi-Agency Access Program

Community Screening Tool

☐ Institution **(If institution is checked, complete items 19.1 through 19.3 below)**		
19.1 Which type of institution did you stay in last night?		
☐ Jail	☐ Prison	☐ Treatment facility for mental health
☐ Treatment facility for substance use	☐ Hospital	☐ Don't know or won't say
☐ Other		
19.2 Were you there in that facility for less than 90 days?		
☐ Yes	☐ No	
19.3 If yes to the question above, were you homeless immediately prior to being in that facility?		
☐ Yes	☐ No	
20. Are your current living arrangements a concern for you?		
☐ Yes	☐ No	

Physical Health Needs:

21. Do you have a current or past illness or other physical health concern which need medical attention?		
☐ Yes	☐ No	
22. Do you have any disability which needs medical attention?		
☐ Yes	☐ No	
23. Are you pregnant or do you think that you might be pregnant?		
☐ Yes	☐ No	
24. Do you need support or assistance in connecting to a doctor for any health or medical reasons?		
☐ Yes	☐ No	

Multi-Agency Access Program

Community Screening Tool

Social Service and Employment Needs:

25. Do you have Medi-Cal or other health insurance?

☐ Yes	☐ No	

26. Do you have enough money to pay for food and other household expenses?

☐ Yes	☐ No	

27. Do you have enough food to eat today and in the next couple of days?

☐ Yes	☐ No	

28. Do you need help in getting clothes to wear?

☐ Yes	☐ No	

29. Are you working?

☐ Yes	☐ No	

30. If you aren't working, are you interested in finding a job?

☐ Yes	☐ No	

Transportation Needs:

31. How do you get where you need to go?

☐ My own car or truck or motorcycle	☐ Rides from family or friends	☐ Public Transportation
☐ Bicycle	☐ Walk	☐ Other

Multi-Agency Access Program

Community Screening Tool

32. Do you need assistance in using public transportation or do you have barriers to using transportation?

☐ Yes	☐ No	

Needs Related to Spirituality or Religion

33. If spirituality is important to you, do you need assistance in connecting with others who share your beliefs?

☐ Yes	☐ No	

Needs Related to Mental Health (questions adapted from the Modified Mini Screen, MMS)

34. Have you been consistently depressed or down, most of the day, nearly every day, for the past two weeks?

☐ Yes	☐ No	

35. In the past two weeks, have you been less interested in most things or less able to enjoy the things you used to enjoy most of the time?

☐ Yes	☐ No	

36. Have you felt sad, low or depressed most of the time for the last two years?

☐ Yes	☐ No	

37. In the past month did you think that you would be better off dead or wish you were dead?

☐ Yes	☐ No	

38. Have you ever had a period of time when you were feeling 'up', hyper or so full of energy or full of yourself that you got into trouble, or that other people thought you were not your usual self? (Do not consider times when you were intoxicated on drugs or alcohol).

☐ Yes	☐ No	

39. Have you ever been so irritable, grouchy or annoyed for several days, that you had arguments, verbal or physical fights, or shouted at people outside your family? Have you or others noticed that you have been more irritable or overreacted, compared to other people, even when you thought you were right to act this way?

Multi-Agency Access Program

Community Screening Tool

☐ Yes	☐ No	

40. Have you had one or more occasions when you felt intensely anxious, frightened, uncomfortable or uneasy even when most people would not feel that way? Did these intense feelings get to be their worst within 10 minutes? (If "yes" to both questions, answer "yes", otherwise check "no").

☐ Yes	☐ No	

41. **Do you feel anxious, frightened, uncomfortable or uneasy in situations where help might not be available or escape might be difficult? Examples include:**
___being in a crowd,
___standing in a line,
___being alone away from home or alone at home,
___crossing a bridge,
___traveling in a bus, train or car?

Note: "Yes" to any example or to the general question counts as one (1) yes.

☐ Yes	☐ No	

42. Have you worried excessively or been anxious about several things over the past 6 months? (If you answered "no" to this, please skip to Question 44.)

☐ Yes	☐ No	

43. If you answered yes to the previous question, are these worries present most days?

☐ Yes	☐ No	

44. In the past month, were you afraid or embarrassed when others were watching you or when you were the focus of attention? Were you afraid of being humiliated? Examples include:
___speaking in public,
___eating in public or with others,
___writing while someone watches,
___being in social situations.

Note: "Yes" to any example or to the general question counts as one (1) yes.

☐ Yes	☐ No	

45. In the past month, have you been bothered by thoughts, impulses, or images that you couldn't get rid of that were unwanted, distasteful, inappropriate,

intrusive or distressing? Examples include:

___Were you afraid that you would act on some impulse that would be really shocking?
___Did you worry a lot about being dirty, contaminated or having germs?
___Did you worry a lot about contaminating others, or that you would harm someone even though you didn't want to?
___Did you have any fears or superstitions that you would be responsible for things going wrong?
___Were you obsessed with sexual thoughts, images or impulses?
___Did you hoard or collect lots of things?
___Did you have religious obsessions?

Note: "Yes" to any example or to the general question counts as one (1) yes.

☐ Yes	☐ No	

46. In the past month, did you do something repeatedly without being able to resist doing it? Examples include:

___Washing or cleaning excessively;
___Counting or checking things over and over;
___Repeating, collecting, or arranging things;
___Other superstitious rituals.

Note: "Yes" to any example or to the general question counts as one (1) yes.

☐ Yes	☐ No	

47. Have you ever experienced or witnessed or had to deal with an extremely traumatic event that included actual or threatened death or serious injury to you or someone else? Examples include:

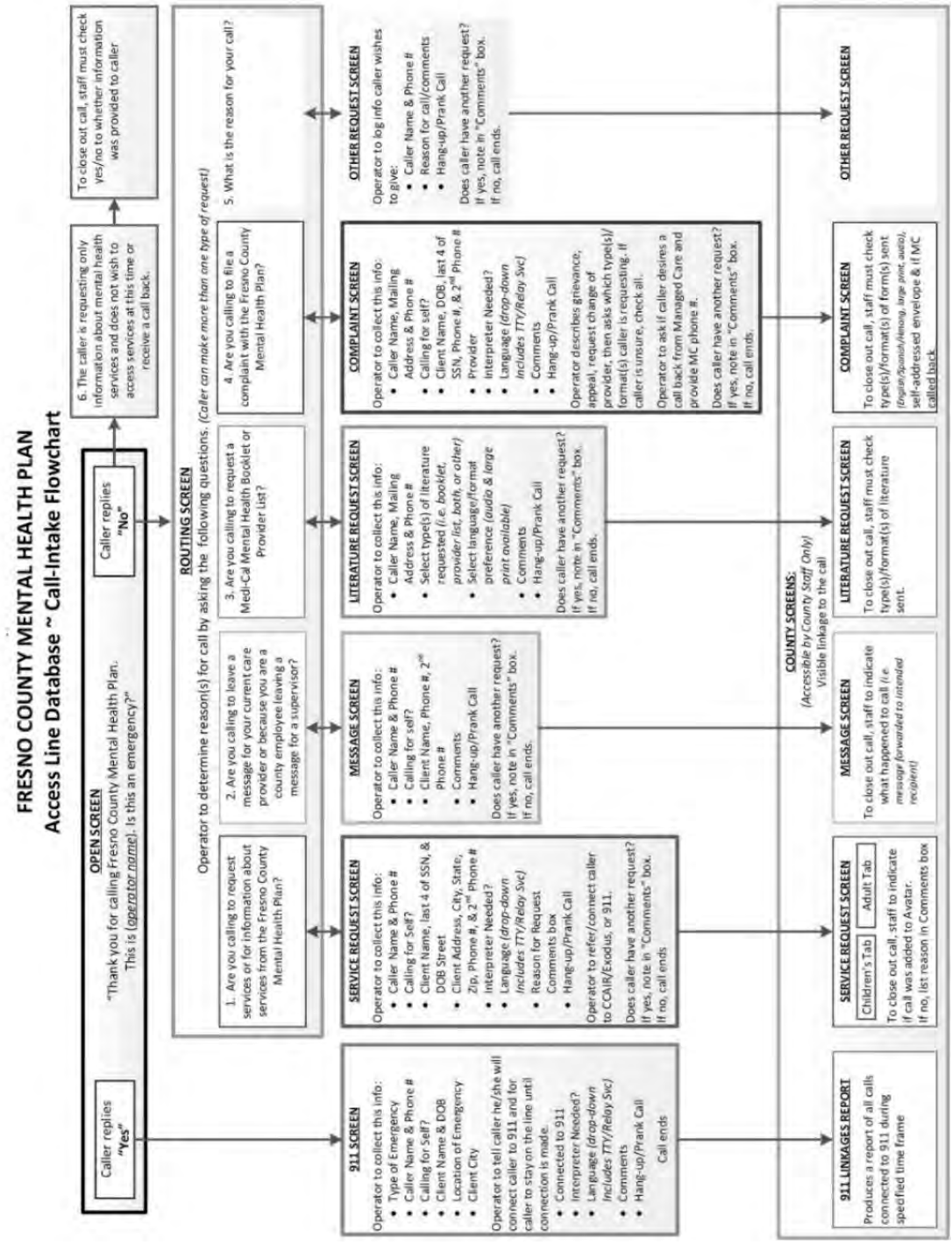
___serious accidents;
___sexual or physical assault;
___terrorist attack;
___being held hostage;
___kidnapping;
___fire;
___discovering a body;
___sudden death of someone close to you;
___war;
___natural disaster

Note: "Yes" to any example or to the general question counts as one (1) yes.

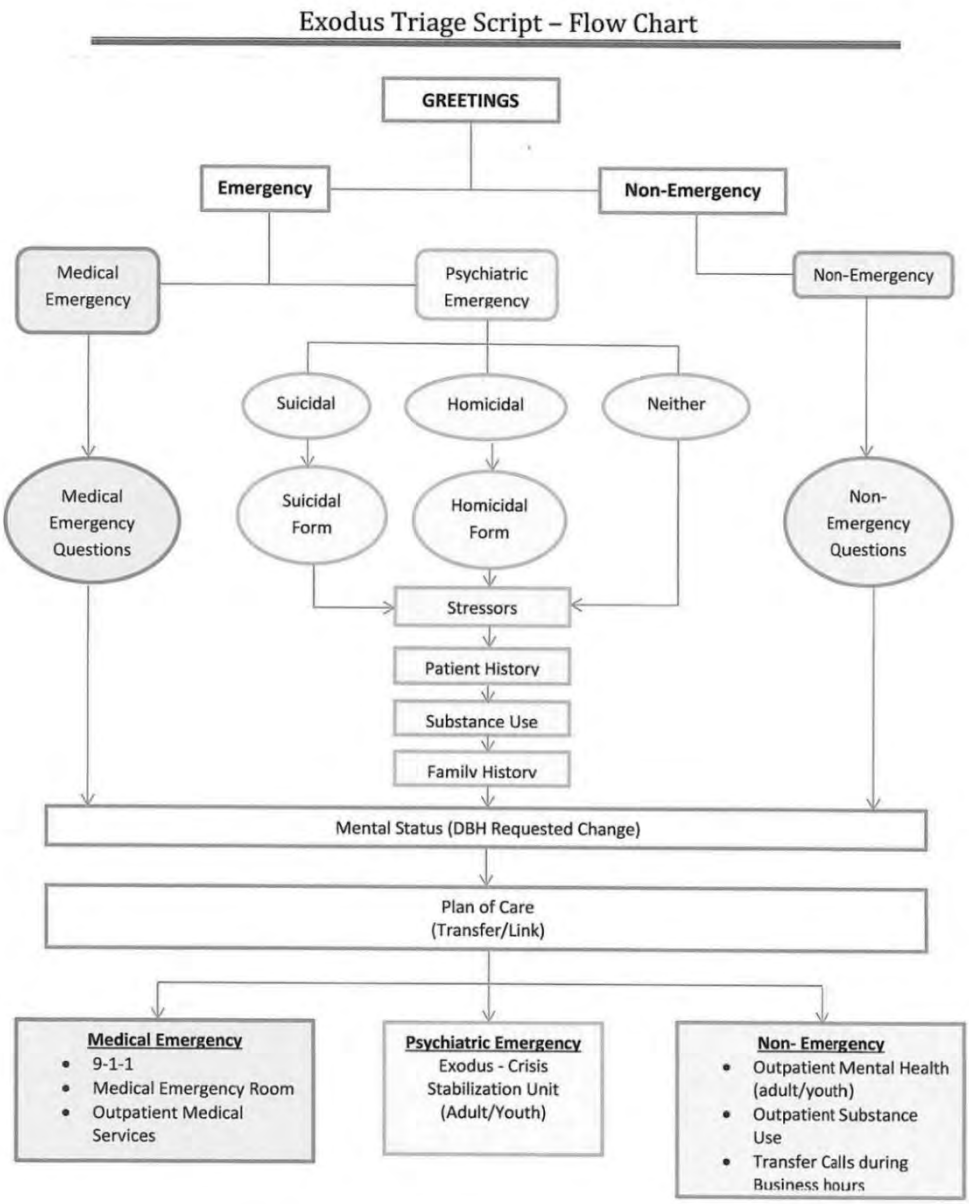
☐ Yes	☐ No	

APPENDIX C: ACCESS LINE FLOWCHARTS

C-1: Fresno County MHP Access Line Database—Call Intake Flowchart



C-2: Exodus Triage Script Flowchart



APPENDIX D: ACCESS AND AUTHORIZATION POLICY AND PROCEDURE GUIDES

D-1: Access/Referrals for Out of County Beneficiary

Department of Behavioral Health
Policy and Procedure Guide

Section No.: 2 - Mental Health — Effective Date: 4/1/98

Chapter No.: 1 - General Administration — Revised Date: 12/2/11

Item No.: 10C - Access/Referrals
Access for an Out of the County Beneficiary

POLICY: The Fresno County Mental Health Plan (FCMHP) ensures that Fresno County Medi-Cal beneficiaries, when out of the County will have adequate access to specialty mental health services. Out of County beneficiaries may include children adopted from Fresno County or placed in guardianship with family or in foster care, children, or adults in residential placement, or beneficiaries who are visiting another county or recently changed county of residence.

PURPOSE: To provide a process for Medi-Cal beneficiary to access specialty mental health services when out of Fresno County.

DEFINITIONS:

A. **"County of Origin"** means, for the purposes of out-of-plan Services under Section 1830.220, the county where legal jurisdiction has been established and/or that has financial responsibility for the child or youth. "County of Origin" is synonymous with the terms "County of Adjudication" and "County of Responsibility" and Title 9, CCR Section 1810.220.5 "Host County" means the county where the child youth is living when the child or youth is not living in the county of origin.
B. **"Crisis Residential Treatment Service"** means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis that do not have medical complications requiring nursing care.
C. **"Crisis Intervention"** means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Crisis Intervention is distinguished from Crisis Stabilization by being delivered by providers who do not meet Crisis Stabilization contact, site, and staffing, required description in Sections 1840.338 and 1840.348.
D. **"Crisis Stabilization"** means a service lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regulatory schedule visit.
E. **"May, Shall, and Should."** "May" is permissive. "Shall" is mandatory, "Should" means desirable.

REFERENCE: Title 9, Division 1, Chapter 11, Article 2, Definitions, Abbreviations and Program Terms.

Page 1 of 4

PROCEDURE:

I. BENEFICIARIES WHO REQUIRE URGENT OR EMERGENT MENTAL HEALTH SERVICES.

A. The beneficiary may call the FCMHP toll-free access number (1-800-654-3937) to request information on how to access specialty mental health services.

B. If the beneficiary has an urgent mental health need or is in crisis, the beneficiary may go to the nearest psychiatric hospital or facility for assessment and crisis stability or they may go to the nearest hospital Emergency Department. These services do not require prior authorization.

II. BENEFICIARIES WITH NON-EMERGENT MENTAL HEALTH NEEDS (0-18 YEARS OF AGE)

A. The FCMHP Authorization Unit Clinician will give the beneficiary or beneficiary's representative the Value Options toll-free access line to obtain a list of providers within the area. Value Options is an Administrative System Organization serving out of county beneficiaries with full scope Medi-Cal and between the ages of 0-18.

B. If a Value Option provider is not available in the county where the beneficiary resides, the FCMHP will consult with the Host County's Mental Health Plan (county where the beneficiary resides) to obtain a list of providers who are contracted with the Host County.

C. The FCMHP may discuss with the Host County's Mental Health Plan the possibility of providing services to the out of county beneficiary.

D. If the Host County's Mental Health Plan agrees to provide mental health services the FCMHP will offer the county a service rate which equals the Early Periodic Screening, Diagnosis, and Treatment service (EPSDT).

E. Existing Policies and Procedures on Authorization for Services will be followed in accordance with Policy No. Auth 4.24.

F. Medi-Cal Eligible Child in Foster Care – FCHMP is responsible for providing or arranging for medically necessary specialty mental health services for foster children, with foster care aid codes 42, 40, 5K, or 45 and is residing outside of Fresno County. FCMHP may utilize contract provider to fulfill this responsibility.

i. A public or private provider may submit a Service Authorization Request (SAR) to FCMHP.

ii. If FCMHP requires the use of a contract as a payment mechanism, FCMHP must use the standardized contract developed by the Department of Mental Health (DMH).
The standardized contract or another mechanism of payment must be completed within 30 days of authorizing services for the child or youth.

G. Medi-Cal Eligible Child in Adoption Assistance Program (AAP) – The responsibility for the provision of services transfers to the Mental Health Plan (MHP) of the county of residence for the adoptive parent, while the financial responsibility to authorize and pay for the services is the responsibility of FCMHP.
   i. Upon verification that the adoptive parent resides within the MHP's county, specialty mental health services may be provided to the adopted child with an aid code 03, 04, 4A.
   ii. The SAR is submitted to FCMHP.
   iii. The mental health plan of the county of residence for the adoptive parent may utilize contracted providers to submit the SAR and to provide specialty mental health services.
   iv. The MHP of the county of residence for the adoptive parent and its providers must be aware that a child with an AAP aid code living outside of his or her county of origin must be served in the same way as a child living in his or her county of origin.
   v. The FCMHP must use the standardized documents and forms developed by DMH.
   vi. The State General Fund (SGF) share of the claim will be sent to the FCMHP eliminating the need for the FCMHP to develop a reimbursement mechanism for the SGF share.

H. Medi-Cal Eligible Child in KinGAP – The responsibility for the provision of services transfers to the county of residence MHP for the legal guardian, while keeping the financial responsibility to authorize and pay for services is the responsibility of FCMHP. The MHP in the child's legal guardian's county of residence is required to:
   i. Upon verification that a guardian resides in the MHP's county, provide medically necessary specialty mental health services to the child with a KinGAP aid code 4F or 4G.
   ii. Submit a SAR to the FCMHP.
   iii. The county of residence MHP may utilize contracted providers to fulfill SAR submission and to provide specialty mental health services.
   iv. County of residence and its providers must be aware that a child in a KinGAP code living outside of his or her county of origin must be served in the same way as a child living in his or her own county of origin.
   v. The FCMHP must use the standardized documents and forms developed by DMH.

III. BENEFICIARIES WITH NON-EMERGENT MENTAL HEALTH NEED – ADULT BENEFICIARIES.

A. Adults in residential placement (i.e. IMD, MHRC) will receive specialty mental health services from the facility in which they reside.

Section 2, Chapter 1 **Effective Date: 4/1/98**

Item 10C – Access/Referrals
Access for an Out of the County Beneficiary **Revised Date: 2/17/12**

B. Medi-Cal beneficiaries who moved to another county and decided to change county of residence will receive a 30-day authorization for services to allow transition to new provider and prevent possible decompensation.

Submitted By: S Stenger Signature	Date 3/22/12
Division Manager Approval: S Stenger Signature	Date 3/22/12
Director Approval: Norma Taylor Signature	Date 3/22/12

D-2: Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

on the Request for Authorization of Day Treatment Form. In addition, the provider will indicate the types of services requested (i.e. individual therapy, group therapy, case consultation, etc.), including the proposed duration and frequency of treatment, and if the request is urgent requiring an expedited decision.

1. Reauthorizations – Request for Authorization of Day Treatment Form must be submitted at least every three (3) months for continuation of Day Treatment Intensive, and at least every six (6) months for continuation of Day Rehabilitation.

D. Upon receipt of the written request, the Managed Care Clerical staff stamps the receipt date on the forms, and the Admitting Interviewer verifies the beneficiary's Medi-Cal eligibility through the Medical Eligibility Data System (MEDS).

E. Requests for services for a non Medi-Cal eligible beneficiary will be returned to the requesting provider. An exception to the rule is a request for service for a minor beneficiary who is ordered by the court to receive mental health services. A copy of the court/minute order must be received prior to service authorization.

F. If a beneficiary is Medi-Cal eligible, the request is forwarded to a MC URS for authorization review.

G. The MC URS will verify the beneficiary's previous contact(s) with Fresno County mental health service sites to avoid possible duplication of currently received or requested services.

II. AUTHORIZATION DECISIONS

A. To maintain consistency, the MC URS uses the State Department of Health Care Services' medical necessity criteria for specialty mental health services.

B. Timeframe for Decisions:

1. Day Treatment Intensive and Day Rehabilitation
    a. Standard Decision – The MC URS, will process the request within fourteen (14) calendar days of receiving the initial request for services.
        1. An extension of up to fourteen (14) calendar days may be allowed if the beneficiary or provider requests an extension, or if FCMHP justifies, to the State Department of Health Care Services, a need for additional information and how the extension will be in the beneficiary's best interest. A written notice will be provided to the beneficiary in an easily understood format and in the preferred language of the

beneficiary, on the date the decision to extend is made. The provider will be notified of the extension.

b. Expedited Decision – the MC URS will process the urgent request within three (3) working days of receiving the initial request for services.
   1. An extension of up to fourteen (14) calendar days may be allowed if the beneficiary requests an extension, or if FCMHP justifies, to the State Department of Health Care Services, a need for additional information and how the extension will be in the beneficiary's best interest. A written notice will be provided to the beneficiary in an easily understood format and in the preferred language of the beneficiary, on the date the decision to extend is made. The provider will be notified of the extension.

c. When the request for day treatment intensive and day rehabilitation services is for more than five (5) days per week, the request must be in advance of service delivery.

d. Counseling, psychotherapy or other mental health services defined in Title 9, CCR, Section 1810.227, but not including services to treat emergency and urgent conditions and therapeutic behavioral services, that are to be provided on the same day that Day Treatment Intensive or Day Rehabilitation services are provided to the beneficiary, must be authorized by the MC URS.

2. Foster Care Related Decision
   a. If the beneficiary is of the Foster Care Program, Adoption Assistance Program, or other type of foster care arrangement such as Kinship Guardianship Assistance Program, the MC URS will make an authorization decision and notify the host county and the requesting Out of County provider within three (3) working days of the date of receipt of the request for service by the MHP of origin (see Exhibit B – Flow Charts).
      1. If the MC URS documents a need for additional information to evaluate the beneficiary's need for the service, an extension may be granted up to three (3) working days from the date the additional information is received, or fourteen (14) calendar days from the receipt of the original Treatment Authorization Request, whichever is less.

C. Approved Request

1. If an authorization request is granted, the provider will receive notification within

fourteen (14) calendar days of the approval.

2. Within thirty (30) calendar days of the date of authorization of services, the FCMHP shall arrange for reimbursement for the approved services provided to a foster child placed Out of County, to reimburse the host county or the Out of County provider.

D. Denied, Modified, Reduced Service Request

The MC URS will first attempt to discuss with the provider any disagreements regarding the request for services. If the MC URS denies, modifies, reduces, or terminates the service authorization request, the MC URS will notify the provider within fourteen (14) calendar days of the decision. The provider will also be informed of his or her right to file an appeal regarding the decision.

A Notice of Action-B (NOA-B) and consumer's right to appeal will be provided to the beneficiary when there is a denial, modification, reduction, or termination of services, within the timeframe described in Policy and Procedure Guide 1.2.12. Notice of Action/Fair Hearing/Aid Paid Pending for Medi-Cal Beneficiaries section B.

III. CONSISTENCY MONITORING

A. The MC URS's will meet, at a minimum, once a year to monitor for consistency of authorization decisions.

Section:4 Chapter:2

Effective Date: 4/1/1998
Revised Date: 3/29/16

Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

Division Manager Approval: Signature	Date 4-8-16
Director Approval: Signature	Date 4-11-16
Compliance Officer Approval: Signature	Date 4/11/16

Section:4 Chapter:2

Effective Date: 4/1/1998
Revised Date: 3/29/16

Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

EXHIBIT A PAGE 1 of 8

CALIFORNIA DEPARTMENT OF
Mental Health

1600 9th Street, Sacramento, CA 95814
(916) 654-2309

October 1, 2002

DMH INFORMATION NOTICE NO.: 02-06

TO: LOCAL MENTAL HEALTH DIRECTORS
LOCAL MENTAL HEALTH PROGRAM CHIEFS
LOCAL MENTAL HEALTH ADMINISTRATORS
COUNTY ADMINISTRATIVE OFFICERS
CHAIRPERSONS, LOCAL MENTAL HEALTH BOARDS

SUBJECT: CHANGES IN MEDI-CAL REQUIREMENTS FOR DAY TREATMENT INTENSIVE AND DAY REHABILITATION

The Department of Mental Health (DMH) is issuing this notice to inform mental health plans (MHPs) and interested stakeholders of DMH's intent to change the criteria for Medi-Cal reimbursement of day rehabilitation and day treatment intensive for Medi-Cal eligible children, youth, adults and older adults. DMH intends the new requirements to apply to day treatment intensive and day rehabilitation services delivered on or after January 1, 2003. The changes will be implemented via an amendment to the DMH/MHP contracts. DMH, in consultation with the Department of Health Services, will continue to review the issues and may include some of the requirements in regulations at Title 9, California Code of Regulations (CCR), Division 1, Chapter 11, at a later date.

The changes are intended to clarify policy where there is ambiguity in the current regulations and DMH/MHP contracts. DMH has also included some changes intended to ensure there is appropriate clinical/rehabilitation focus in the services being reimbursed through Medi-Cal. These changes are intended to ensure more consistent implementation of these services statewide. Overall, the goal is to improve quality and accountability for these Medi-Cal specialty mental health services.

Basic criteria for Medi-Cal reimbursement of day treatment intensive and day rehabilitation remain the same. DMH is not changing the definitions of day treatment intensive or day rehabilitation (Title 9, CCR, Sections 1810.212 and 1810.213), the requirement that MHPs provide or arrange and pay for the MHP covered services that are adequate to meet the needs of the beneficiary (Title 9, CCR, Section 1810.345), the Medi-Cal medical necessity criteria (Title 9, CCR, Sections 1830.205 and 1830.210), the

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MISSION STATEMENT
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Revised 12/2012,5/2014, 9/2014

Section:4 Chapter:2

Effective Date: 4/1/1998
Revised Date: 3/29/16

Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

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EXHIBIT A PAGE 2 of 8

DMH Information Notice No. 02-06
Page 2

state maximum allowance for day treatment intensive and day rehabilitation (Title 22, CCR, Section 51516.2), general criteria for claiming for service functions (Title 9, CCR, Section 1840.314), or the lockouts for day treatment intensive and day rehabilitation (Title 9, CCR, Section 1840.360). MHP will retain their authority to establish service necessity criteria based on the impairment and intervention criteria in the medical necessity regulations to determine the level of intensity and the duration necessary to meet the beneficiaries' needs. MHPs will retain their authority to establish standards for day treatment intensive and day rehabilitation above the minimum standards described in this notice. MHPs must continue to assure that medical necessity and service necessity determinations are made on the basis of an assessment of each beneficiary's individual needs, not on the basis of the beneficiary's level of placement. MHPs must continue to assure that providers, with the participation of the client, develop client plans that include specific observable or quantifiable goals to be achieved by treatment and interventions that are consistent with the client's diagnoses and client plan goals.

DMH will be requiring MHPs to meet additional contractual obligations in the areas of MHP payment authorization (Title 9, CCR, Section 1830.215), criteria for payment of services based on half days and full days (Title 9, CCR, Section 1840.318), day treatment intensive and day rehabilitation contact requirements (Title 9, CCR, Sections 1840.326 and 8140.330), day treatment intensive and day rehabilitation staffing requirements (Title 9, CCR, Sections 1840.350 and 1840.352), and the frequency of progress notes (DMH/MHP contract, Exhibit A, Attachment 1, Appendix C). DMH will also be establishing minimum acceptable service components for day treatment intensive and day rehabilitation programs and adding program review requirements to the current standards for on-site reviews of organizational providers.

Authorization Requirements
Currently, MHPs are not required to have a formal authorization system for any non-hospital services. Title 9, CCR, Section 1830.215, establishes the criteria for an MHP payment authorization system, but does not require the MHP to establish the system for any particular services. Many MHPs use MHP payment authorization functions for specialty mental health services provided by their individual and group providers, but allow organizational providers to make treatment decisions without formal authorization from the MHP. Effective January 1, 2003, the DMH/MHP contract will require MHPs to establish, or use their existing, MHP payment authorization systems for day treatment intensive and day rehabilitation. MHPs must require providers, including MHP staff, to request an initial MHP payment authorization for day treatment intensive and for day rehabilitation. MHPs must require providers, including MHP staff, to request prior authorization when day treatment intensive or day rehabilitation will be provided for more than five days per week. MHPs must also require providers to request MHP payment authorization for continuation of day treatment intensive at least every three months and

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Page 7 of 18

Revised 12/2012,5/2014, 9/2014

Section:4 Chapter:2

Effective Date: 4/1/1998
Revised Date: 3/29/16

Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

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DMH Information Notice No. 02-06
Page 3

day rehabilitation at least every six months. MHPs will not be permitted to delegate the authorization function to providers. In the event the MHP is the day treatment provider, the MHP will be required to assure that the authorization process does not include staff involved in providing day treatment intensive or day rehabilitation.

In addition, effective January 1, 2003, MHPs must require providers to request initial MHP payment authorization for counseling, psychotherapy or other similar therapeutic interventions (mental health services as defined in Title 9, CCR, Section 1810.227), excluding services to treat emergency and urgent conditions (see Title 9, CCR, Sections 1810.216 and 1810.253) and therapeutic behavioral services, that will be provided on the same day that day treatment intensive or day rehabilitation is being provided to the beneficiary. The MHP must also require the providers of these services to request MHP payment authorization for continuation of these services on the same cycle required for continuation of day treatment intensive or day rehabilitation for the beneficiary. MHPs are not permitted to delegate the authorization function to the provider of day treatment intensive or day rehabilitation or the provider of the additional services.

Hours of Operation, Contact and Staffing Requirements
DMH intends to set hours of operation, contact and staffing requirements in addition to the requirements in Title 9, CCR, Sections 1840.318, 1840.328, 1840.330, 1840.350, and 1840.352. The hours of operation that establish day treatment intensive and day rehabilitation as a half-day or full-day program must be provided in a therapeutic milieu (see Attachment A for a description of therapeutic milieu) and must be continuous. Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic milieu, e.g., time for travel, documentation, and caregiver contacts.

Beneficiaries are expected to be present for all scheduled hours of operation for each day. When a beneficiary is unavoidably absent for some part of the hours of operation, day treatment intensive and day rehabilitation for an individual beneficiary will only be eligible for Medi-Cal reimbursement if the beneficiary is present for at least 50 percent of the scheduled hours of operation for that day. For example, if the beneficiary is present for less than one and a half hours of a three-hour half-day program because of illness, the service for that beneficiary for that day will not be Medi-Cal reimbursable.

Although the staffing ratios for day treatment intensive and day rehabilitation are unchanged, the staffing requirements will be expanded to require at least one staff person to be present and available to the group in the therapeutic milieu for all scheduled hours of operation. For day treatment intensive, staffing must include at least one staff person whose scope of practice includes psychotherapy.

Section:4 Chapter:2

Effective Date: 4/1/1998
Revised Date: 3/29/16

Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

EXHIBIT A PAGE 4 of 8

DMH Information Notice No. 02-06
Page 4

There is no change in audit related staffing requirements. If day treatment intensive or day rehabilitation staff are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program), a clear audit trail continues to be required. There must be documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.

Required Service Components
DMH intends to establish minimum standards for the content of day treatment intensive and day rehabilitation. MHPs will retain the authority to set additional higher or more specific standards. The minimum standards for content include the specific service components described in detail in Attachment A. The service components include a required daily community meeting, a required number of hours for specified core service activities, standards for involvement with caregivers, the capability for on-site crisis response, a weekly schedule and the staffing requirements described above.

Documentation Requirements
Currently, progress notes for day treatment intensive and day rehabilitation must be documented weekly. There is no specific requirement for review by licensed mental health professionals. Documentation requirements for day rehabilitation will not change. Effective January 1, 2003, however, documentation for day treatment intensive will be required to include daily progress notes on activities and a weekly clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service.

Certification Requirements
DMH intends to set additional standards for certification of individual, group and organizational providers of day treatment intensive and day rehabilitation. MHPs will be required, at a minimum, to conduct a review of the provider's program description to ensure that the day treatment intensive and day rehabilitation requirements in this notice are incorporated. For individual and group providers, this review will not be required to be conducted on the provider's site. For organizational providers, the review must be included in the required on-site review. DMH will also be applying these new standards to its own on-site reviews of MHP owned and operated provider sites. The changes in review requirements will apply to reviews of new providers and to the reviews required as a part of biannual recertifications conducted on or after July 1, 2003. MHPs and providers, however, must comply with the new standards effective January 1, 2003.

MISSION STATEMENT
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EXHIBIT A PAGE 5 of 8

DMH Information Notice No. 02-06
Page 5

DMH expects to issue DMH/MHP contract amendments to the MHPs no later than November 1, 2002, with the amendments effective January 1, 2003. MHPs are encouraged to consult with DMH as needed to resolve any questions or concerns regarding implementation of the changes. Please contact your contract managers in the Technical Assistance and Training Section below for assistance.

DMH Technical Assistance and Training Contract Managers

Bay Area Region	Ruth Walz	(707) 252-3168
Central Region	Anthony Sotelo	(916) 651-6848
Northern Region	Jake Donovan	(916) 651-9867
Southern Region	Eddie Gabriel	(916) 654-3263

Sincerely,

(Original signed by)

Wm. DAVID DAWSON
Chief Deputy Director

Enclosure

cc: California Mental Health Planning Council
Chief, Technical Assistance and Training

Section:4 Chapter:2

Effective Date: 4/1/1998
Revised Date: 3/29/16

Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

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ATTACHMENT A

DAY TREATMENT INTENSIVE AND DAY REHABILITATION SERVICE COMPONENTS

THERAPEUTIC MILIEU--DEFINITION

The therapeutic milieu:

- Provides the foundation for the provision of day treatment intensive and day rehabilitation and differentiates these services from other specialty mental health services.
- Includes a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff.
- Takes place for the continuous scheduled hours of operation for the program (more than four hours for a full-day program and a minimum of three hours for a half-day program).
- Creates a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction.
- Supports peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.
- Empowers clients through involvement in the overall program (such as the opportunity to lead community meetings and to provide feedback to peers) and the opportunity for risk taking in a supportive environment.
- Supports behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention.

COMMUNITY/MILIEU MEETING

Both day treatment intensive and day rehabilitation must provide for community meetings that occur at a minimum once a day, but may occur more frequently as necessary, to address issues pertinent to the continuity and effectiveness of the treatment milieu. The meeting must actively involve staff and clients. For day treatment intensive the meeting must include a staff person whose scope of practice includes psychotherapy. For day rehabilitation, the meeting must include a staff person who is a physician; a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; a registered nurse, a psychiatric technician, a licensed vocational nurse, or a mental health rehabilitation specialist. The content of the meeting should include a variety of items including, but not limited to: what the schedule for the

1

Section:4 Chapter:2

Effective Date: 4/1/1998
Revised Date: 3/29/16

Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

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day will be; any current events; individual issues clients or staff wish to discuss to elicit support of the group milieu process; conflict resolution within the milieu; planning for the day, the week, or for special events; old business from previous meetings or from previous day treatment experiences; and debriefing or wrap-up.

THERAPEUTIC MILIEU SERVICE COMPONENTS

The following menu of services must be made available during the course of the therapeutic milieu for at least an average of three hours per day for full-day programs and an average of two hours per day for half-day programs. For example, a full-day program that operates five days per week would need to provide a minimum of 15 hours per week; a program that operates seven days per week would need to provide a minimum of 21 hours. (Please note that day treatment intensive and day rehabilitation also include components that occur outside the therapeutic milieu, e.g., family therapy, travel, documentation, and contacts with significant support persons.)

DAY REHABILITATION

- Process Groups: Staff facilitate these groups to help clients develop the skills necessary to deal with their individual problems/issues by using the group process to provide peer interaction and feedback in developing problem-solving strategies and to assist one another in resolving behavioral and emotional problems. Process groups are based on the premise that much of human behavior and feeling involves the individual's adaptation and response to other people and that the group can assist individuals in making necessary changes by means of support, feedback and guidance. It is a process carried out by informally organized groups that seek change. Day rehabilitation may include psychotherapy instead of process groups or in addition to process groups.

- Skill Building Groups: Staff help clients to identify barriers/obstacles related to their psychiatric/psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and to increase adaptive behaviors.

- Adjunctive Therapies: Staff and clients participate in non-traditional therapy that utilizes self-expression (art, recreation, dance, music, etc.) as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able to utilize the modality to develop or enhance skills directed towards client plan goals.

DAY TREATMENT INTENSIVE

Day treatment intensive programs must include the skill building groups and adjunctive therapies required of day rehabilitation and must also include psychotherapy as described below. Day treatment intensive may include process groups in addition to psychotherapy.

2

MISSION STATEMENT

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Section:4 Chapter:2

Effective Date: 4/1/1998
Revised Date: 3/29/16

Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

- Psychotherapy: Psychotherapy means the use of psychosocial methods within a professional relationship to assist the person or persons to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individuals, groups, or communities in respect to behavior, emotions, and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy is provided by licensed, registered, or waivered staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.

CONTACT WITH SIGNIFICANT SUPPORT PERSONS

Both day rehabilitation and day treatment intensive must allow for at least one contact (face-to-face or by an alternative method (e.g., e-mail, telephone, etc.)) per month with a family member, caregiver or other significant support person identified by an adult client, or one contact per month with the legally responsible adult for a client who is a minor. Adult clients may choose whether or not this service component is done for them. The contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration.

CRISIS RESPONSE

Both day rehabilitation and day treatment intensive must have an established protocol for responding to clients experiencing a mental health crisis. The protocol must assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition (crisis services). If clients will be referred to crisis services outside the day treatment intensive or day rehabilitation program, the day treatment intensive or day rehabilitation staff must have the capacity to handle the crisis until the client is linked to the outside crisis services.

SCHEDULE

Day treatment intensive and day rehabilitation must have and make available to clients and, as appropriate, to their families, caregivers or significant support persons a detailed written weekly schedule that identifies when and where the service components of program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their responsibilities.

STAFFING RATIOS

Staffing ratios must be consistent with the requirements in Title 9, CCR, Sections 1840.350 and 1840.352; and, for day treatment intensive, must include at least one staff person whose scope of practice includes psychotherapy.

3

Section:4 Chapter:2

Effective Date: 4/1/1998
Revised Date: 3/29/16

Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

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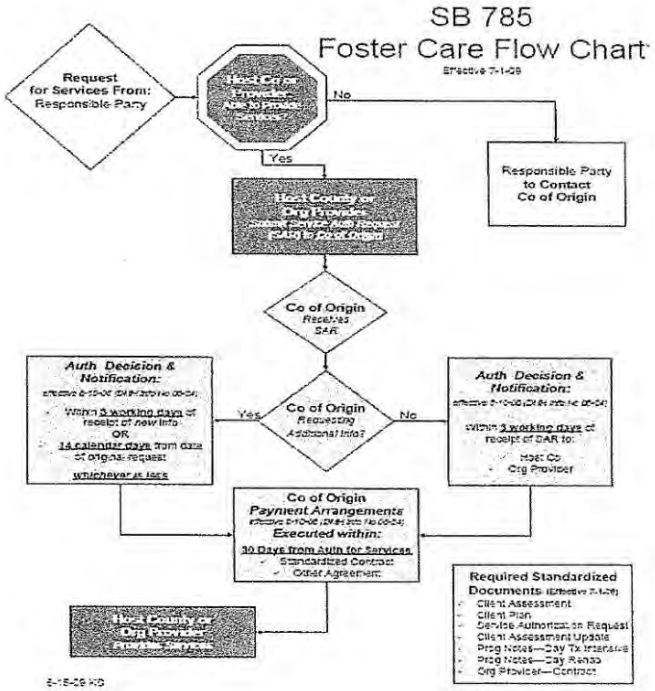
EXHIBIT B – FLOW CHARTS



1 of 3

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Revised 12/2012,5/2014, 9/2014

Section:4 Chapter:2

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Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

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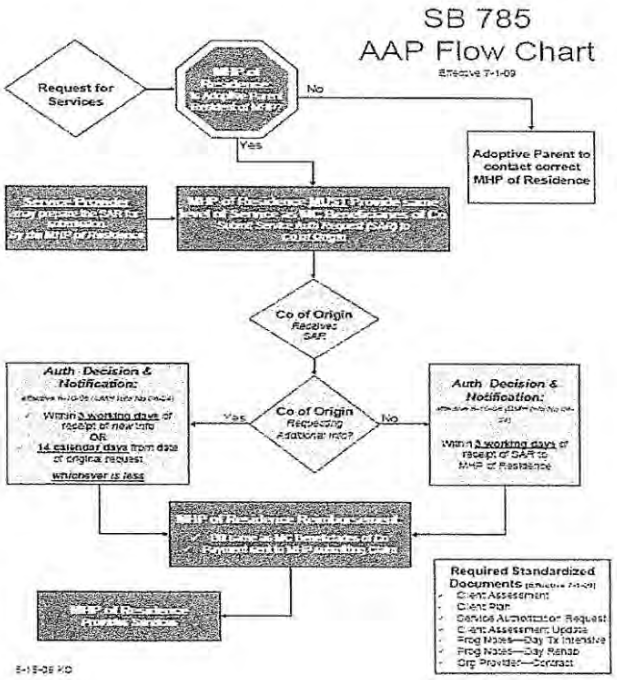

3 of 3

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Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

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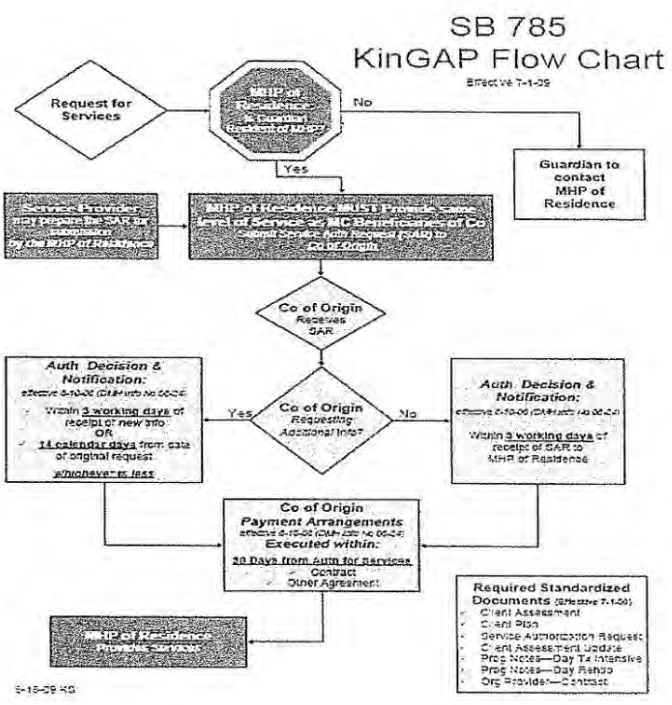

3 of 3

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Revised 12/2012,5/2014, 9/2014

Item:4 Authorization of Day Treatment Intensive, Day Rehabilitation, and Designated Specialty Mental Health Services for Out of County Providers

EXHIBIT C

CALIFORNIA DEPARTMENT OF
Mental Health

1600 9th Street, Sacramento, CA 95814
(916) 654-2309

August 13, 2008

DMH INFORMATION NOTICE NO.: 08-24

TO: LOCAL MENTAL HEALTH DIRECTORS
LOCAL MENTAL HEALTH PROGRAM CHIEFS
LOCAL MENTAL HEALTH ADMINISTRATORS
COUNTY ADMINISTRATIVE OFFICERS
CHAIRPERSONS, LOCAL MENTAL HEALTH BOARDS

SUBJECT: AUTHORIZATION OF OUT-OF-PLAN SERVICES

The proposed rulemaking package for the Authorization for Out-of-Plan Services was adopted by the California Office of Administrative Law and filed with the Secretary of State on July 11, 2008. The regulations become effective on **August 10, 2008**. This rulemaking package adopts Sections 1610.207.5; 1810.220.5 and amends Section 1830.220(b)(4)(A) of Title 9, California Code of Regulations (CCR).

The regulatory changes are consistent with Senate Bill (SB) 745, (Chapter 811, Statutes of 2000), which added Section 5777.6 to Welfare and Institutions Code (W&IC) requiring local mental health plans (MHPs) to establish a procedure to ensure access to outpatient specialty mental health services for foster children placed outside of their county of origin (adjudication).

Current statute requires each MHP to ensure access to outpatient specialty mental health services for foster children placed out of their county of origin; however, there are no specific time frames that govern the authorization and reimbursement process.

The following changes were made to the regulations:

- Title 9, CCR Section 1810.207.5 was adopted to define which county has legal authority for a specified group of beneficiaries.
- Title 9, CCR Section 1810.220.5 was adopted to define "host county" as it relates to the Foster Care, Adoption Assistance and Kin-GAP programs for mental health services.

EXHIBIT C

DMH INFORMATION NOTICE NO.: 08-24
August 13, 2008
Page 2

Title 9, CCR Section 1830.220(b)(4)(A) was amended to incorporate the following:

- Subsection (1) to require the county of origin to authorize services for a child or youth placed outside his/her county within **three (3) working days** following the date of request for service and notify the host county and the requesting provider of the authorization decision. Specifically, this citation states the following:

  If the MHP of the county of origin documents a need for additional information to evaluate the beneficiary's need for the service, an extension may be granted up to **three (3) working days** from the date the additional information is received, or **14 calendar days** from the receipt of the original Treatment Authorization Request, whichever is less.

- Subsection (2) to require the MHP of the county of origin within **30 calendar days** of the date of authorization of service to arrange for reimbursement for the services provided to the child or youth through the host county or requesting provider.

- Subsection (3) to require the MHP of the county of origin and the MHP of the host county to resolve any disagreements through the arbitration process provided in Section 1850.405.

The changes to the regulations constitute a change in the authorization and reimbursement processes MHPs are required to follow to provide out-of-plan services. Therefore, as required by Exhibit A, Attachment 1, Section Y of the MHP contract, MHPs shall submit a revised report for providing out-of-plan services to: Medi-Cal and Health Care Benefits Branch, Department of Mental Health, 1600 9th Street, Room 100, Sacramento, CA 95814, within **30 days** from the issuance of this information notice. Although the reports may be provided at a later date, MHPs are required to be in compliance with the regulations as of August 10, 2008.

If you have questions regarding this notice, please contact your County Contract Manager listed on the following internet site: http://www.dmh.ca.gov/docs/CoOpRoster.pdf .

Sincerely,

Original signed by

STEPHEN W. MAYBERG, Ph.D.
Director

D-3: Interface with Physical Health Care Plan

Department of Behavioral Health
Policy and Procedure Guide

Section No.:	**4**	**Managed Care**	**Effective Date: 09/02/11**
Chapter No.:	**1**	**General Administration**	**Revised Date:**
Item No.:	**10**	**Interface with Physical Care Plan**	

POLICY:
The Fresno County Mental Health Plan (FCMHP) coordinates with physical care plans and primary care providers to address beneficiary's physical care needs, regardless of whether beneficiary belongs to a physical care plan.

PURPOSE:

To establish a process in addressing a beneficiary's physical care needs with physical care plans.

PROCEDURE:

I. The FCMHP will establish a Memorandum of Understanding (MOU) with the Medi-Cal Managed Care Plans in Fresno County, i.e CalVIVA Managed Care Plan and Anthem Blue Cross of California.

II. The MOU must establish the following:

a. Process for providing referrals to the Medi-Cal Managed Care Plan.

b. Process for receiving referrals from the Medi-Cal Managed Care Plan.

- A CalVIVA or Anthem Blue Cross Medi-Cal beneficiary of Fresno County may be referred to the MHP after the beneficiary's primary care physician (PCP) evaluates the beneficiary and feels that he/she meets the criteria for specialty mental health services.
  With or without referral, the MHP is responsible to provide 24 hours a day, 7 days a week access to specialty mental health services for CalVIVA or Blue Cross Medi-Cal beneficiaries who may meet medical necessity criteria.
- If medical necessity criteria **are not met** for a CalVIVA or Blue Cross member, the MHP provider will refer the member back to CalVIVA or Blue Cross of California and referring physician (if applicable) with assessment results, diagnosis, need for service, and recommendations for an appropriate provider to treat member's symptoms.

c. Process for providing clinical consultation and training, including consultation and training on medications to beneficiary providers in the Medi-Cal Managed Care Plan.

d. Procedures for the exchange of medical records information that maintain confidentiality in accordance with applicable state and federal laws and regulations.

Page 1 of 3

e. Procedures for providing beneficiaries with the following services when these services are covered by the Medi-Cal Managed care Plan:

1) Prescription drugs and laboratory services

CalVIVA or Anthem Blue Cross's coverage responsibility for medications provided to Medi-Cal beneficiaries are limited to the following conditions:

- Medication is medically necessary.
- Medication is prescribed by one of CalVIVA or Anthem Blue Cross' contracting Medi-Cal physicians, the MHP's psychiatrist, or the MHP's contract psychiatrist.
- Medication is dispensed by one of CalVIVA or Anthem Blue Cross' contracting Medi-Cal pharmacies.
- Medication is covered under the Medi-Cal Fee-For-Service Program and included in CalVIVA or Anthem Blue Cross's Medi-Cal Drug Formulary.
- Medication is covered under CalVIVA or Anthem Blue Cross' contract with the State Department of Health Services
- Medications prescribed to CalVIVA or Anthem Blue Cross members and do not meet the above described conditions will be subject to prior authorization requirements through the FFS/MC program consistent with current practice.

CalVIVA and Anthem Blue Cross will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions. Providers (MHP's in-house or contracting Psychiatrists) **may prescribe** psychotropic medications that are included in the CalVIVA or Anthem Blue Cross formulary. However, these medications must be filled by a CalVIVA or Anthem **Blue Cross-contracted pharmacy**. CalVIVA and Anthem Blue Cross Providers will prescribe and monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment.

CalVIVA and Anthem Blue Cross laboratory services: Laboratory services needed in connection with the administration and management of psychotropic medications require prior authorization form the PCP. Other special procedures such as Magnetic Resonance Imaging (MRI), CT Scan, EEG, or EKG requires prior authorization and consultation with the PCP.

2) Emergency room facility and related services, home health care, non-emergency medical transportation and physical health care while in a psychiatric inpatient hospital, including the history and physical required upon admission.

3) Direct transfers between psychiatric inpatient hospital services and inpatient hospital services required to address a beneficiary's medical problems.

f. Process for resolving disputes between the FCMHP and the Medi-Cal Managed Care Plan that includes a means for beneficiaries to receive medically necessary services while the dispute is being resolved.

III. When the beneficiary does not belong to a Medi-Cal Managed Care Plan, the FCMHP shall establish a process to provide clinical consultation and training, including consultation and

training on medications to primary care providers, Federally Qualified Health Centers, Indian Health Centers or Rural Health Centers. The FCMHP shall also establish a process for exchange of medical records information that maintains confidentiality in accordance with applicable state and federal laws and regulations.

Submitted By: Signature	Date 3/26/12
Division Manager Approval: Signature	Date 3/26/12
Director Approval: Signature	Date 3/26/12

APPENDIX E: ACKNOWLEDGEMENT OF CONFIDENTIALITY MENTAL HEALTH CONSUMERS PPG

Department of Behavioral Health
Policy and Procedure Guide

Section No.:	**1 -**	**Administration**	**Effective Date: 4.1.98**
Chapter No.:	**3 -**	**Compliance & Work Standards**	**Revised Date: ~~3.2.05~~** 3/26/2012 (LAO)
Item No.:	**8C -**	**Acknowledgment of Confidentiality Mental Health Consumers**	

POLICY:
Mental health services provided by Fresno County Mental Health Plan (FCMHP) and contract provider(s) are regulated under the California Welfare and Institutions Code. The Welfare and Institutions Code Section 5328 states, in part:

"All information and records obtained in the course of providing services... To either voluntary or involuntary recipients of services shall be confidential."

FCMHP and contract provider(s) strongly support the policy of consumer confidentiality requirements of California law and the Federal Health Insurance Portability & Accountability Act (HIPAA). All FCMHP employees, students, and volunteers shall, at the time of employment, sign the attached confidentiality affidavit, affirming their understanding and acceptance of this policy. Contract provider(s) shall comply with confidentiality statutes as stated within the provider contract.

In addition, FCMHP and contract provider(s) strongly acknowledge that family members/parents of minors/significant others plan an important role in the consumer's social support network. With this recognition, the FCMHP staff and contract provider(s) shall advocate, encourage, and reinforce the social support network as a primary resource to all consumers being served.

The FCMHP and contract provider(s) recognize the significant support by the caregivers (family/parents of minors/significant others). In order to ensure that caregivers are able to effectively provide support, it is necessary that they receive appropriate information as **authorized by the consumer**. The FCMHP and contract provider(s) shall work in concert with support systems that strive for the betterment of the consumer. Support systems for minor children include other agencies and schools they are involved with. In some cases, the Juvenile Court may be the temporary legal guardian of the child. The goal is to encourage information sharing with the caregivers while maintaining an adherence to established ethical and legal standards of consumer confidentiality.

Any disclosure of consumer information without proper authorization for release of information (consumer's written permission) is a violation of consumer's confidentiality. The violator is subject to civil penalties set forth in the Welfare and Institutions Code. Section 5330 and the HIPAA Privacy Rule, 45 C.F.R., Part 160, Subpart E. Violation of confidentiality policy by a FCMHP employee subjects that employee to disciplinary action up to and including dismissal from County employment.

PURPOSE:
To protect mental health consumers information. To reduce risks and liabilities to the FCMHP.

Page 1 of 4

PROCEDURE:

1. Upon initial contact with each consumer, FCMHP staff or contract provider(s), while adhering to appropriate confidentiality statutes will seek to ascertain whether there is anyone who provides support of any type to the consumer.

2. When a potential caregiver or other person is asking for information which is protected by confidentiality statutes, the FCMHP staff person(s) or contract provider(s) will offer to explain the confidentiality statutes including the need for a consumer's agreement to release any and all information. Such explanation will be given without acknowledging that a specific consumer is known by FCMHP or treated therein.

3. Any individual may be identified as a "caregiver" by the consumer or by other means including observation, others' report or advisement. Any individual may be recognized by the FCMHP staff or contract provider(s) as being a "caregiver" if the lack of this person's involvement would preclude or interfere with the consumer's ability to maintain community living status or significantly interfere with the consumer's quality of life.

4. When an individual has been tentatively identified as a caregiver, FCMHP staff or contract provider(s) will offer the consumer appropriate encouragement to complete a written release of information to share information with the caregiver. The information which may be released includes: consumer's diagnosis, prognosis, medications prescribed, side effects of the medication(s) prescribed, if any, and the progress of the consumer. The consumer may decide if all of the above information is to be released or specify which information is to be released.

5. If the consumer refuses to provide written authorization for a release of information, FCMHP staff or contract provider(s) will explore the reason(s) for refusal, keeping in mind the right of the consumer to refuse, as well as the possible needs of the caregiver and when appropriate encourage the release of information (especially if the caregiver provides housing or other essential services). If the consumer is a minor ward of the Juvenile County, the Court may order release of information to appropriate caregivers.

6. FCMHP staff or contract provider(s) shall attempt to determine if there is specific information that the consumer is willing/unwilling to share, or whether the consumer is categorically refusing release of all information.

7. As a major part of the treatment process and with those consumers where victimization is not suspected, FCMHP staff or contract provider(s) are advised to focus on the importance of support systems and open dialogue between the consumer and the caregivers and to encourage a team approach in all phases of the treatment process.

8. Confidentiality statutes mandate that FCMHP inpatient staff or contract provider(s) ascertain consumer's willingness to provide written authorization for sharing information **on a daily basis**. For subsequent admissions to an inpatient facility, a new release of information must be signed by the consumer, indicating specific time frame and designated person to have the information released to.

   Special Note: State mental hospitals, psychiatric health facilities, mental health rehabilitation

centers, skilled nursing facilities with special treatment programs, general acute care hospitals and acute psychiatric hospitals are required to prepare a written aftercare plan. This aftercare plan must be provided to the consumer and the consumer's conservator, guardian, or other legally authorized representative, prior to the consumer's discharge, and to any person designated by the consumer.

9. If the consumer has provided written authorization for information sharing with his/her caregiver, FCMHP staff or contract provider(s) are encouraged to contact the caregiver in a timely manner to involve him/her in the treatment process.

10. For various reasons, caregivers may initially be hesitant to become involved in the treatment process. FCMHP staff or contract provider(s) may need to extend additional encouragement and outreach to the caregivers and explore the reason for their reluctance. Regardless of the caregiver's desired level of involvement, FCMHP staff or contract provider (s) should maintain an "open door" policy in their interactions with caregivers and inform them of their availability and accessibility should the caregiver desire greater involvement in the future.

11. FCMHP staff or contract provider(s) will not assume that a consumer has signed an authorization for use and disclosure of information form. If the medical record is unavailable, the consumer will be asked to sign another authorization for use and disclosure of information form.

    Special Note: When reviewing past signed releases of information, FCMHP staff of contract provider(s) is required to make certain it is valid. Signed release of information forms are valid only for six months maximum (180 days) unless the consumer has indicated another expiration date on the authorization form. Also note that the consumer may revoke or modify a signed release of information form at any time. Any authorization for release of information can be modified or revoked at any time with the date or revocation being the date written notification is received by the person or organization named to release it. Revocation **cannot** be retroactive and information released earlier in reliance on the authorization is not affected.

12. When explaining to consumers their right to confidentiality, staff must inform them that there are certain situations where it is mandated and supersedes confidentiality policies. FCMHP clinical staff and contract provider(s) are required by law to report any evidence of child abuse or neglect, and to inform the authorities and/or potential victim(s) if threats of bodily harm and self-harm have been made i.e. Tarasoff, child abuse and elder abuse reporting, threats/attempts to suicide, and adult protective services. FCMHP staff and contract provider(s) are bound and protected by law to act on these situations as they occur.

13. Other examples/situations where the FCMHP staff could find themselves in confidentiality violations are:

    a. Discussing any consumer or consumer information (that may identify a consumer) in any place where it can be overheard by anyone not specifically authorized to have consumer information.

    b. Identifying any consumer by name or by doing any act which directly or indirectly identifies a consumer to any person not specifically authorized to have consumer information.

c. Describing any consumer behavior or incident involving a consumer which could be utilized by any person not specifically authorized to have consumer information to identify a consumer.

d. Contacting any individual or agency or other departmental program to obtain personal consumer information which is not necessary for the delivery of mental health services to that consumer.

14. The signature of the authorized representative is required for consumers who are conservatees under the Lanterman-Petris Short Act. Authorized representatives signing for the consumer must submit copies of the legal documents supporting the assignment of the authority.

    FCMHP staff and contract provider(s) shall be sensitive to the needs of the consumer and at the same time be aware of the confidentiality regulations and how best to utilize them to better serve the consumer, involve the family/significant other and work together as a team.

Submitted By: Kurt Chavez Signature	Date 3/26/12
Division Manager Approval: Signature	Date 3/26/12
Director Approval: Monica Taylor Signature	Date 3/28/12

APPENDIX F: SAMPLE BOILERPLATE AGREEMENTS

F-1: Sample Agreement with Individual/Group Providers

AGREEMENT - 18-111

THIS AGREEMENT is made and entered into this _____day of _____, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **each PROVIDER listed in Exhibit A, "List of Providers**", attached hereto and by this reference incorporated herein, collectively hereinafter referred to as "PROVIDER(s)", and such additional PROVIDER(s) as may, from time to time during the term of this Agreement, be added by COUNTY with the Department of Behavioral Health (DBH) Director, or designee, approval. References in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each PROVIDER, unless otherwise specified.

W I T N E S S E T H:

WHEREAS, 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

WHEREAS, COUNTY, through its Mental Health Plan is in need of PROVIDER(s) to provide specialty mental health services to certain COUNTY's Medi-Cal beneficiaries, as specified in this Agreement and as part of the Mental Health Plan, submitted to the California Department of Health Care Services, pursuant to Article 5, section 14680-14685, Chapter 8.8, Division 9, Welfare and Institutions Code, and originally approved by the COUNTY Board of Supervisors on March 17, 1998, and again on May 16, 2006, and updated year-to-year; and

WHEREAS, PROVIDER(s) are qualified and willing to provide said services pursuant to the terms and conditions of this Agreement; and

WHEREAS, it is to the mutual benefit of the parties hereto that an effective and economical mental health managed care program be provided through a locally-administered program.

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

1. SERVICES

A. PROVIDER(s) shall provide specialty mental health services as a "Provider," specifically identified as either a "Group Provider" or "Individual Provider:"

"Provider" shall mean any mental health professional licensed in the State of California as a psychiatrist, psychologist, clinical social worker, professional clinical counselor, marriage and family therapist, or a registered nurse with a Master's Degree, hereinafter referred to as "Provider", and contracting with County to render certain covered services to Clients, pursuant to the terms and conditions of this Agreement and as addressed in the "Fresno County Mental Health Plan Individual/Group Provider Manual" (http://www.co.fresno.ca.us/departments/behavioral-health/managed-care/contract-providers/provider-manual).

"Group Provider" is an organization that provides specialty mental health services through two or more individual providers. Group Providers include entities such as independent practice associations, hospital outpatient departments, health care service plans and clinics.

"Individual Provider" is a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Provider includes licensed physicians, licensed psychologists, licensed clinical social workers, licensed marriage, family and child counselors, licensed professional clinical counselors, and registered nurses with a master's degree within their scope of practice. Individual Provider does not include licensed mental health professionals when they are acting as employees of an organizational provider or PROVIDER(s) of organizational providers other than the Mental Health Plan.

B. PROVIDER(s) shall provide specialty mental health services as listed in the identified "Covered Services" listed below:

1. "Covered Services" with requirements as identified in the current Fresno County Mental Health Plan Individual/Group Provider Manual (hereinafter "Provider Manual"), together with any amendments or changes to the manual, and only when rendered by professionals who meet the appropriate requirements to render Covered Services as described herein:

- Rehabilitative services, including mental health services, and medication services.
- Psychiatric inpatient hospital professional services.
- Targeted case management.
- Psychiatric services.
- Psychologist services.
- Early and Periodic Screening Diagnosis and Treatment (EPSDT) supplemental specialty mental health services.
- Psychiatric nursing facility professional services.

2. These Covered Services are subject to the limitations set forth in the statewide Medi-Cal Program, which is in accordance with Title 9, California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services, unless specifically exempted by the COUNTY.

3. Exempted services shall be only those services identified as excepted, authorized in advance as exempted, and shall only apply to a specific and discreet time period and number of authorized exempted services. Any one authorization to a PROVIDER(s) for exempted services to a client shall not infer nor constitute subsequent or combined authorization for additional exempted services to that client, nor to any other client, nor to the PROVIDER(s), nor to any other PROVIDER(s).

4. Covered Services provided shall be subject to the limitations and procedures listed in the Provider Manual, unless PROVIDER(s) is notified by COUNTY of a modification to that policy.

C. PROVIDER(s) shall provide specialty mental health services as a Provider, and recognize the "Imposition of Additional Controls" as listed and identified below:

"Imposition of Additional Controls" – PROVIDER(s) recognizes that the COUNTY, through the utilization management and quality improvement process, may be required to take action necessitating consultation with its Medical Director or with other physicians prior to authorization of Covered Services or to terminate this Agreement. In the interest of program integrity or the welfare of clients, COUNTY may introduce additional utilization controls as may be necessary at any time and without advance notice to PROVIDER(s). In the event of such change, COUNTY shall notify PROVIDER(s) in writing, and the change shall take effect upon the tenth (10^{th}) calendar day following the deposit of said notice, by COUNTY, in the United States mail, postage prepaid.

2. <u>TERM</u>

This Agreement shall become effective on the 20th day of March 2018 and shall terminate on the 30th day of June 2018. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon approval of COUNTY no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director, Department of Behavioral Health, or his or her designee is authorized to execute such written approval on behalf of COUNTY based on PROVIDER's satisfactory performance of this Agreement.

3. TERMINATION

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

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

1) An illegal or improper use of funds;

2) A failure to comply with any term of this Agreement;

3) A substantially incorrect or incomplete report submitted to COUNTY;

4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of PROVIDER(s). Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of PROVIDER(s) the repayment to COUNTY of any funds disbursed to PROVIDER(s) under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. PROVIDER(s) shall promptly refund any such funds upon demand or at COUNTY's option, such repayment shall be deducted from future payments owing to PROVIDER(s) under this Agreement.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by PROVIDER(s) or COUNTY or COUNTY's DBH Director, or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate. The date of termination shall be set by consideration for the welfare of clients and necessary allowance for notification to PROVIDER(s) and clients.

PROVIDER(s) may terminate with appropriate sixty (60) days advance written notice of intent to terminate (with allowance for appropriate clinical transition of clients prior to termination of services) by PROVIDER(s) to COUNTY by Certified U.S. Mail, Return Receipt Requested, addressed to the office of COUNTY as follows:

Director
County of Fresno
Department of Behavioral Health
Health and Wellness Center

1925 E Dakota Avenue
Fresno, CA 93726

4. COMPENSATION

A. COUNTY agrees to pay PROVIDER(s) and PROVIDER(s) agrees to receive compensation at the reimbursement rates identified in Exhibit B, "Individual and Group Provider Fee Schedule", attached hereto and incorporated herein by this reference.

For the period effective from March 20, 2018 through June 30, 2018, the maximum compensation amount under this Agreement shall not exceed One Million, Forty-Three Thousand, Nineteen and 20/100 Dollars ($1,043,019.20) for all PROVIDER(s) combined.

For the period effective from July 1, 2018 through June 30, 2019, the maximum compensation amount under this Agreement shall not exceed Three Million, Seven Hundred Thirteen Thousand, One Hundred Fifty and No/100 Dollars ($3,713,150.00) for all PROVIDER(s) combined.

For the period effective from July 1, 2019 through June 30, 2020, the maximum compensation amount under this Agreement shall not exceed Three Million, Eight Hundred Twenty-Four Thousand, Five Hundred Forty-Five and No/100 Dollars ($3,824,545.00) for all PROVIDER(s) combined.

For the entire term of this Agreement, the total maximum compensation amount under this Agreement shall not exceed Eight Million, Five Hundred Eighty Thousand, Seven Hundred Fourteen and 20/100 Dollars ($8,580,714.20) for all PROVIDER(s) combined.

B. Payments shall be made upon certification or other proof satisfactory to COUNTY's DBH that services have actually been performed by PROVIDER(s) as specified in this Agreement.

It is understood that all expenses incidental to PROVIDER(s) performance of services under this Agreement shall be borne by PROVIDER(s). If PROVIDER(s) fails to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

Payments shall be made by COUNTY to PROVIDER(s) in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt and approval by COUNTY of the monthly invoicing as described in Section 5 herein. The parties acknowledge that the PROVIDER(s) will be performing hiring, training, and submitting credentialing applications of staff to COUNTY, configuring the facility and office space, and obtaining site certification from the COUNTY's DBH Mental Health Plan.

D. COUNTY shall not be obligated to make any payments under this

Agreement if the request for payment is received by COUNTY more than sixty (60) days after this Agreement has terminated or expired.

All final claims shall be submitted by PROVIDER(s) within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by PROVIDER(s) pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

E. The services provided by PROVIDER(s) under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payments to PROVIDER(s). The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

F.PROVIDER(s) shall be held financially liable for any and all future disallowances/audit exceptions due to PROVIDER(s) deficiency discovered through the State audit process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to PROVIDER(s). PROVIDER(s) shall not receive reimbursement for any units of services rendered that are disallowed or denied by the Mental Health Plan utilization review process or through the California Department of Health Care Services (DHCS) cost report audit settlement process as described in Section 15 of this Agreement for Medi-Cal eligible clients.

5. PAYMENT AND CLAIMS PROCESSING

Condition for Payment – COUNTY will reimburse PROVIDER(s) for Covered Services rendered to clients only when all of the following conditions are met:

The client is eligible for Medi-Cal Program benefits at the time the Covered Service is rendered by PROVIDER(s);

The service is Covered/Billable under the Mental Health Plan according to the terms and conditions set forth in the Fresno County Mental Health Plan Individual/Group Provider Manual in effect at the time said services are rendered by PROVIDER(s); and

Claims for payment are submitted within thirty (30) days after the month in which services were rendered.

B. Claims – PROVIDER(s) shall obtain and complete claim forms as adopted by the COUNTY, as may be amended from time to time for use in the Mental Health Plan, for Covered Services rendered to clients, and shall submit completed claims to COUNTY within thirty (30) days after the month in which services were rendered. For claims submitted for the payment of inpatient care, fees shall be submitted within sixty (60) days after the month in which services were rendered. Payment by COUNTY for PROVIDER(s)' services shall be in arrears within forty-five (45) days after receipt and verification of PROVIDER(s)' claims by the COUNTY. Provider(s) certifies that with each claim submitted that the Covered Services were provided solely by a Mental Health Services PROVIDER. PROVIDER(s) further certifies with each claim submitted, that no active employee of COUNTY has provided any service to any clients on said claim, (Government Code § 1090 and Fresno County Charter § 41). Should PROVIDER(s) fail to comply with any provision of this Agreement, COUNTY shall be relieved of any obligation to compensate for services provided. It is understood by all parties that all expenses incidental to PROVIDER(s)' performance of services under this Agreement shall be borne by PROVIDER(s).

It is understood that each claim is subject to audit for compliance with Federal and State regulations and the Provider Manual, and that COUNTY may be making payments on billings in advance of said review. In the event that a claim is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due in the amount of said disapproved billings. This remedy is not exclusive and COUNTY may seek

requital from any other means, including but not limited to, a separate contract or agreement with PROVIDER(s).

PROVIDER(s) shall submit claims at least monthly to: County of Fresno, Department of Behavioral Health, Managed Care, P.O. Box 45003, M/S 271, Fresno, CA 93718-9886, Attention: Provider Relations Specialist. Claims shall be submitted on the CMS 1500 insurance form as outlined in the Provider Manual on a calendar month basis for all services provided to clients during the preceding month. Each claim shall be for one client only and shall include the name of individual client, type of service, time and date of service, COUNTY billing code, and duration of service. COUNTY shall have the right to deny payment for invoices not submitted within thirty (30) days after the month in which services were rendered, with the exception of claims submitted by PROVIDER(s) which received a prior authorization from COUNTY.

COUNTY shall not make payment for services rendered to clients which are, in the opinion of COUNTY, determined to be not medically necessary or which have not been authorized for reimbursement by COUNTY.

Claim Submission

Individual Providers shall submit hard copy claims to COUNTY as identified in Section 5, herein. Group Providers may have the option of submitting hard copy claims as identified herein, or to submit electronic billing for services directly through the COUNTY's billing module, AVATAR. For Group Providers that decide to enter electronic claiming data, PROVIDER(s) must attend COUNTY's Business Office training on the AVATAR claiming module.

PROVIDER(s) must provide all necessary data to allow the COUNTY to bill Medi-Cal and any other third-party source, for services and meet State and Federal reporting requirements.

For any Group Providers entering data directly into AVATAR, the necessary data can be provided by a variety of means, including, but not limited to: 1) direct data entry into COUNTY's information system; 2) providing an electronic file compatible with COUNTY's information system; or 3) integration between COUNTY's information system and the Group Provider's information system.

Data entry shall be the responsibility of the Group Providers. The data for billing must be reconciled by the Group Providers to the monthly claims submitted for payment. COUNTY shall monitor the number and dollar amount of services entered into AVATAR. Group Providers shall comply with all applicable policies, procedures, directives, and guidelines regarding the use of COUNTY's billing system.

Medi-Cal Certification and Mental Health Plan Compliance

Individual and Group Providers:

All PROVIDER(s) will establish and maintain Medi-Cal certification or become certified within ninety (90) days of the effective date of this Agreement through the COUNTY to provide reimbursable services to Medi-Cal eligible clients. In addition, PROVIDER(s) shall work with the COUNTY's DBH Managed Care Division for credentialing of staff. PROVIDER(s) will be required to become Medi-Cal certified prior to providing services to Medi-Cal eligible clients and seeking reimbursement in COUNTY's billing system. Group Providers will not be reimbursed by COUNTY for any Medi-Cal services rendered prior to certification.

Utilization of Associates:

Medi-Cal billing shall be in accordance with the Mental Health Plan. Medi-Cal can be billed for direct specialty mental health services of unlicensed staff as long as the individual is employed under the direct supervision of a licensed mental professional in accordance with 9 CCR 1840.314 (e)(1)(F) and who is credentialed by the Mental Health Plan. Eligible unlicensed staff are any mental health professional with a Master's Degree or higher and registered with the State of California as a Registered Waivered Psychologist, Registered Associate Social Worker, Registered Associate Professional Clinical Counselor, or Registered Associate Marriage and Family Therapist.

A licensed professional in private practice who has satisfied the requirements of subdivision (g) of BPC Chapter 13, Section 4980.03 may supervise or employ, at any one time, no more than a total of three individuals registered as an associate marriage and family therapist, associate professional clinical counselor, associate clinical social worker, or registered psychologist in that private practice.

The individual directing a service is not required to be physically present at the service site to exercise direction. The licensed professional directing a service assumes ultimate responsibility for the Rehabilitative Mental Health Service provided. Services are provided under the direction of: a physician; a licensed or waivered psychologist; a licensed, waivered or registered social worker; a licensed, waivered or registered marriage and family therapist; a licensed, waivered or registered professional clinical counselor, or a registered nurse (including a certified nurse specialist, or a nurse practitioner).

Pursuant to BPC Chapter 13, Sections 4980.43, 4996.23, and 4999.47, all Mental Health Plan unlicensed staff shall be at all times under the supervision of a supervisor who shall be responsible for ensuring that the extent, kind, and quality of counseling performed is consistent with the training and experience of the person being supervised, and who shall be responsible

to the Board of Behavioral Sciences for compliance with all laws, rules, and regulations. Unlicensed staff shall not be employed as independent contractors, and shall not gain experience for work performed as an independent contractor, reported on an IRS Form 1099, or both.

An associate who is employed in an Individual or Group Provider setting shall be under the direct supervision of a licensee at all times to satisfy Sections 4980.03(g), 4996.23, 4999.47, and the supervising licensee must be credentialed with the COUNTY through the PROVIDER's practice. In addition, direct supervision must be arranged for and provided to the associate when a supervising licensee's vacation or sick leave exceeds one week. The supervising licensee shall either be employed by and practice at the same site as the associate's employer, or shall be an owner or shareholder of the private practice. All supervising licensees must be credentialed with the COUNTY through the PROVIDER's practice.

It is understood that each claim is subject to audit for compliance with Federal and State regulations, and that COUNTY may be making payments in advance of said review. In the event that a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due the amount of said disapproved services. PROVIDER(s) shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

6. INDEPENDENT CONTRACTORS

In performance of the work, duties, and obligations assumed by PROVIDER(s) under this Agreement, it is mutually understood and agreed that PROVIDER(s), including any and all of PROVIDER'(s) officers, agents, and employees will at all times be acting and performing as

independent contractor(s), and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which PROVIDER(s) shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that PROVIDER(s) is performing their obligations in accordance with the terms and conditions thereof. PROVIDER(s) and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

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

7. MODIFICATION

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

Additions to Exhibit A, "List of Providers", may be made with written approval of COUNTY's DBH Director, or designee, as defined further in Section 8 of this Agreement. Changes to the rates/types of service identified in Exhibit B, "Individual and Group Provider Fee

Schedule", as established by the Mental Health Plan, may be made with written approval of COUNTY's DBH Director, or designee. Said rate/types of service changes shall not result in any change to the maximum compensation amount payable to PROVIDER(s), as stated herein. PROVIDER(s) will be notified of any rate changes thirty (30) days prior to the effective date of the rate change.

8. ADDITIONS/DELETIONS OF PROVIDER(s)

COUNTY's DBH Director, or designee, reserves the right at any time during the term of this Agreement to add PROVIDER(s) to Exhibit A, "List of Providers". It is understood any such additions will not affect compensation paid to the other PROVIDER(s) under this Agreement.

9. ADDITIONS/DELETIONS OF INDIVIDUAL PROVIDERS BY GROUP PROVIDER

As it relates to Group PROVIDER(s) who hire or subcontract the performance of services under this Agreement, Group PROVIDER(s) shall notify COUNTY within ten (10) days of any change in staff or subcontractors providing services to COUNTY clients, on behalf of the Group PROVIDER. Individual PROVIDER(s), new to a Group, must be credentialed and approved by COUNTY before being permitted to provide services to COUNTY clients.

10. NON-ASSIGNMENT

No party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY and PROVIDER(s).

11. HOLD-HARMLESS

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

PROVIDER(s) agrees to indemnify COUNTY for Federal and/or State of California audit exceptions resulting from noncompliance herein on the part of PROVIDER(s).

12. INSURANCE

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Two Million Dollars ($2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars ($250,000) per person, Five Hundred Thousand Dollars ($500,000) per accident and for property damages of not less than Fifty Thousand Dollars ($50,000), or such coverage with a combined single limit of One Million Dollars ($1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If PROVIDER(s) employs licensed/registered/waivered professional staff (e.g. Ph.D., R.N., L.C.S.W., L.M.F.T., L.P.C.C., A.S.W., A.M.F.T., A.P.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, Three Million Dollars ($3,000,000) annual aggregate. PROVIDER(s) agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

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

E. Child Abuse/Molestation and Social Services Coverage

PROVIDER(s) shall have either separate policies or umbrella policy with endorsements covering Child Abuse/Molestation and Social Services Liability coverage or have a specific endorsement on their General Commercial liability policy covering Child Abuse/Molestation

and Social Services Liability. The policy limits for these policies shall be $1,000,000 per occurrence with $2,000,000 annual aggregate. The policies are to be on a per occurrence basis.

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

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

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

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

13. LICENSES/CERTIFICATES

Throughout each term of this Agreement, PROVIDER(s) and PROVIDER'(s) staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. PROVIDER(s) shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, PROVIDER(s) and PROVIDER'(s) staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

14. RECORDS

PROVIDER(s) shall maintain records in accordance with Exhibit D, "Documentation Standards for Client Records", attached hereto and by this reference incorporated herein and made part of this Agreement. During site visits, COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the

therapy provided is achieving the goals and objectives. All medical records shall be maintained for a minimum of 10 years from the date of the end of the Agreement.

15. REPORTS

A. Outcome Reports – PROVIDER(s) shall submit to COUNTY's DBH service outcome reports as requested by DBH. Outcome reports and outcome requirements are subject to change at COUNTY DBH's discretion.

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

16. MONITORING

PROVIDER(s) agrees to extend to COUNTY's staff, COUNTY's DBH Director and DHCS, or their designees, the right to review and monitor records, programs or procedures, at any time, in regard to clients, as well as the overall operation of PROVIDER'(s) programs, in order to ensure compliance with the terms and conditions of this Agreement.

17. REFERENCES TO LAWS AND RULES

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

18. COMPLIANCE WITH STATE REQUIREMENTS

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

19. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

PROVIDER(s) shall be required to maintain Medi-Cal provider certification by Fresno County. PROVIDER(s) must meet Medi-Cal provider standards as listed in Exhibit F, "Medi-Cal Provider Standards", attached hereto and by this reference incorporated herein and made part of this Agreement. It is acknowledged that all references to Provider and/or Medi-Cal Provider in Exhibit F shall refer to PROVIDER(s). In addition, PROVIDER(s) shall inform every client of their rights under the COUNTY's Mental Health Plan as described in "Fresno County Mental Health Plan Grievances and Appeals Process" Exhibit G , attached hereto and by this reference incorporated herein and made part of this Agreement. PROVIDER(s) shall also file an incident report for all incidents involving clients, following the Protocol for Completion of Incident Report and using the Worksheet identified in the "Fresno County Mental Health Plan Incident Reporting", Exhibit H, attached hereto and by this reference incorporated herein and made part of this Agreement, or a protocol and worksheet presented by PROVIDER(s) that is accepted by COUNTY'S DBH Director, or designee.

20. CONFIDENTIALITY

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

21. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

COUNTY and PROVIDER(s) 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(s) acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

COUNTY and PROVIDER(s) 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(s) to enter into a contract 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 (CFR).

22. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or

agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to PROVIDER(s) by the COUNTY, including but not limited to the following:

A. PROVIDER(s)-Owned Mobile, Wireless, or Handheld Devices

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

1) PROVIDER(s) has received authorization by COUNTY for telecommuting purposes;

2) Current virus protection software is in place;

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

4) A secure connection is used.

B. PROVIDER(s)-Owned Computers or Computer Peripherals

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

C. COUNTY-Owned Computer Equipment

PROVIDER(s) may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

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

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

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

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

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

23. NON-DISCRIMINATION

During the performance of this Agreement, PROVIDER(s) and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. PROVIDER shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PROVIDER and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. PROVIDER(s) and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) PROVIDER(s) shall include

the Non-Discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

24. CULTURAL COMPETENCY

As related to Cultural and Linguistic Competence, PROVIDER(s) shall comply with:

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

B. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP clients, including, but not limited to, assessing the cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its language assistance program. The PROVIDER(s) procedures must include ensuring compliance of any sub-contracted providers with these requirements.

C. PROVIDER(s) shall not use minors as interpreters.

D. PROVIDER(s) shall provide and pay for interpreting and translation services to persons participating in PROVIDER(s) services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by PROVIDER(s). Interpreter and translation services, including translation of PROVIDER(s) "vital documents" (those documents that contain

information that is critical for accessing PROVIDER(s) services or are required by law) shall be provided to participants at no cost to the participant. PROVIDER(s) shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to PROVIDER(s) services.

E. In compliance with the State mandated Culturally and Linguistically Appropriate standards as published by the Office of Minority Health, PROVIDER(s) must submit to COUNTY for approval, within sixty (60) days from date of contract execution, PROVIDER(s) plan to address all fifteen (15) national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services (CLAS)". COUNTY's annual on-site review of PROVIDER(s) shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, PROVIDER (s) plan must be updated accordingly. Cultural competency training for PROVIDER(s) staff should be substantively integrated into health professions education and training at all levels, both academic and functional,

including core curriculum, professional licensure, and continuing professional development programs. PROVIDER(s) on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that shows all PROVIDER(s) staff cultural competency trainings completed.

25. AMERICANS WITH DISABILITIES ACT

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

26. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

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

Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

27. SINGLE AUDIT CLAUSE

A. If PROVIDER(s) expends Seven Hundred Fifty Thousand Dollars ($750,000) or more in Federal and Federal flow-through monies, PROVIDER(s) 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(s) 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 are negative findings, PROVIDER(s) must include a corrective action plan signed by an authorized individual. PROVIDER(s) 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 Business Office 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(s). All audit costs related to this Agreement are the sole responsibility of PROVIDER(s).

B. PROVIDER(s) shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times

for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

28. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

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

In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the following information must be disclosed by PROVIDER(s) by completing Exhibit I, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and made part of this Agreement. PROVIDER(s) shall submit this form to COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, PROVIDER(s) shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit I, "Disclosure of Ownership and Control Interest Statement." PROVIDER(s) is required to submit a set of fingerprints for any person with a 5 percent or greater direct or indirect ownership interest in PROVIDER. COUNTY may terminate this Agreement where any person with a 5 percent or greater direct or indirect ownership interest in the PROVIDER and did not submit timely and accurate information and cooperate with any screening method required in CFR, title 42, section 455.416. Submissions shall be scanned pdf copies and are to be sent via email to DBHAdministration@co.fresno.ca.us, Attention: Contracts Administration. COUNTY may deny enrollment or terminate this Agreement where any person with a 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 10 years.

29. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

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

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

1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

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

Disclosure of the above information will not automatically eliminate PROVIDER(s) from further business consideration. The information will be considered as part of the determination of whether to continue and/or renew the Contract and any additional information or explanation that a PROVIDER(s) elects to submit with the disclosed information will be considered. If it is later determined that the PROVIDER(s) failed to disclose required information, any contract awarded to such PROVIDER(s) may be

immediately voided and terminated for material failure to comply with the terms and conditions of the award.

PROVIDER(s) must sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit J, attached hereto and by this reference incorporated herein. Additionally, PROVIDER(s) must immediately advise the County in writing if, during the term of this Agreement: (1) PROVIDER(s) 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.sam.gov); or (2) any of the above listed conditions become applicable to PROVIDER(s). PROVIDER(s) shall indemnify, defend and hold the 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.

30. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the PROVIDER(s) is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the PROVIDER(s) changes its status to operate as a corporation.

Clients of the PROVIDER(s) Board of Directors shall disclose any self-dealing transactions that they are a party to while PROVIDER(s) is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the PROVIDER(s) is a party and in which one or more of its directors has a material financial interest. Clients of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Exhibit K attached hereto and by this reference incorporated herein and made part of this Agreement) and submitting it

to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

31. COMPLIANCE

PROVIDER(s) shall comply with all requirements of the "Fresno County Mental Health Compliance Program and PROVIDER(s) Code of Conduct and Ethics" as set forth in Exhibit C. Within thirty (30) days of entering into this Agreement with the COUNTY, PROVIDER(s) shall have all of PROVIDER(s) employees, agents and subcontractors providing services under this Agreement certify in writing, that they have received, read, understood, and shall abide by the requirements set forth in Exhibit C. PROVIDER(s) shall ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing services under this Agreement certify in writing that they have received, read, understood, and shall abide by the requirements set forth in Exhibit C. PROVIDER(s) understands that the promotion of and adherence to such requirements is an element in evaluating the performance of PROVIDER(s) and its employees, agents and subcontractors.

Within thirty (30) days of entering into this Agreement, and annually thereafter, all employees, agents and subcontractors providing services under this Agreement shall complete general compliance training and appropriate employees, agents and subcontractors shall complete documentation and billing or billing/reimbursement training. All new employees, agents and subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is required to attend training shall certify in writing that he or she has received the required training. The certification shall specify the type of training received and the date received. The certification shall be provided to the COUNTY's Compliance Officer at

3133 N. Millbrook, Room 171, Fresno, CA 93703. PROVIDER(s) 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.

32. ASSURANCES

In entering into this Agreement, PROVIDER(s) certifies that it nor any of its officers are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs: that it or any of its officers have not been convicted of a criminal offense related to the provision of health care items or services; nor has it or its officers been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that PROVIDER(s) is ineligible on these grounds, COUNTY will remove PROVIDER(s) from responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such PROVIDER(s) from any position in which PROVIDER(s) compensation, or the items or services rendered, ordered or prescribed by PROVIDER(s) may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as PROVIDER(s) is reinstated into participation in the Federal Health Care Programs.

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

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

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

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

PROVIDER(s) shall verify (by asking the applicable employees and subcontractors) that all current employees and existing subcontractors who, in each case, are expected to perform

professional services under this Agreement: (1) are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a criminal offense related to the provision of health care items or services; and (3) have not been reinstated to participation in the Federal Health Care Program after a period of exclusion, suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs PROVIDER(s) that he or she is excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of health care services, PROVIDER(s) will ensure that said employee or subcontractor does no work, either direct or indirect, relating to services provided to COUNTY.

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

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

D. PROVIDER(s) agrees to cooperate fully with any reasonable requests for information from COUNTY which may be necessary to complete any internal or external audits relating to PROVIDER(s) compliance with the provisions of this Section 32.

E. PROVIDER(s) 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 PROVIDER(s) obligations as described in this Section 32.

33. COMPLAINTS

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

Within ten (10) days after each incident or complaint affecting COUNTY-sponsored clients, PROVIDER(s) shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and PROVIDER(s) disposition of, or corrective action taken to resolve the complaint. In addition, PROVIDER(s) shall inform every client of their rights as set forth in Exhibit G. PROVIDER(s) shall file an incident report for all incidents involving clients, following the Protocol and using the Worksheet identified in Exhibit

34. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for PROVIDER(s) advertising, fundraising, or publicity (i.e.,

purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section 1 of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director or designee and at a cost to be provided in Section 4 of this Agreement for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

35. SEPARATE AGREEMENT

It is mutually understood by the parties that this Agreement does not, in any way, create a joint venture among PROVIDER(s). By execution of this Agreement, PROVIDER(s) understand that a separate Agreement is formed between each individual PROVIDER and COUNTY.

36. AUDITS AND INSPECTIONS

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

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

37. NOTICES

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

COUNTY	PROVIDER(s)
Director, Fresno County Department of Behavioral Health 1925 E Dakota Avenue Fresno, CA 93726	(See Exhibit A)

Any and all notices between the COUNTY and the PROVIDER(s) provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

38. GOVERNING LAW

The parties agree that for the purpose of venue, performance under this Agreement is in Fresno County, California.

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

39. SUPERSEDE

This Agreement shall supersede in its entirety and render null and void the Agreement between the parties for these same services identified as County Agreement No. 15-247, effective upon execution of this Agreement.

40. ENTIRE AGREEMENT

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

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

PROVIDER(s)

SEE ATTACHED EXHIBIT A

COUNTY OF FRESNO

By: _____

Sal Quintero, Chairperson of the Board of Supervisors of the County of Fresno

Date: _____

ATTEST:

Bernice E. Seidel,

Clerk of the Board of Supervisors

County of Fresno, State of California

By: _____

Deputy

Date: _____

PLEASE SEE ADDITIONAL

SIGNATURE PAGES ATTACHED

Fund/Subclass: 0001/10000

Account/Program: 7223/0

Organization/Cost Center: 56302666

PROVIDER (INDIVIDUAL): _____

By: _____

Print Name: _____

Title: _____

Date: _____

PROVIDER (GROUP): _____

By: _____

Print Name: _____

Title: _____

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

Date: _____

By: _____

Print Name: _____

Title: _____

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

Date: _____

F-2: Sample Agreement with Organizational Providers

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2015, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and _____., a private non-profit, 501 (c) (3) Corporation, whose address is _____, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of a qualified agency to operate a Full-Service Partnership (FSP) program to provide comprehensive mental health, housing, and community supports to adults and older adults with a serious mental illness (SMI); and

WHEREAS, COUNTY, through its DBH, is a Mental Health Plan (MHP) as defined in Title 9 of the California Code of Regulations (C.C.R.), Section 1810.226; and

WHEREAS, CONTRACTOR is qualified and willing to operate said FSP and provide services pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Exhibit A, "MHSA Full Service Partnership Services Program Scope of Work," attached hereto and by this reference incorporated herein and made part of this Agreement. In addition, all services shall be performed in accordance with Exhibit B, "Full Service Partnership Service Delivery Model," attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified in COUNTY's Request for Proposal (RFP) No. _____ dated _____, and Addendum No. One (1) to COUNTY's RFP No. _____ dated _____, herein collectively referred to as COUNTY's Revised RFP, and CONTRACTOR's response to said Revised RFP dated _____, all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by

giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits; 2) to the Revised RFP; and 3) to the Response to the Revised RFP. A copy of COUNTY's Revised RFP No. _____ and CONTRACTOR's response thereto shall be retained and made available during the term of this Agreement by COUNTY's DBH Contracts Division.

C. It is acknowledged by all parties hereto that COUNTY's DBH Contracts Division unit shall monitor the FSP Program operated by CONTRACTOR, in accordance with Section Fourteen (14) of this Agreement.

D. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings consisting of staff from COUNTY's DBH to discuss MHSA requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise.

E. It is acknowledged that upon execution of this Agreement, CONTRACTOR will provide FSP services, as identified and incorporated herein, at the following location: _____. Any change to CONTRACTOR's location of the service site must be made with thirty (30) days advance written notice to COUNTY's DBH Director or designee and only upon written approval from COUNTY's DBH Director or designee.

F. CONTRACTOR shall maintain requirements as an organizational provider throughout the term of this Agreement, as described in Section Seventeen (17) of this Agreement. If for any reason, this status is not maintained, COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

G. CONTRACTOR agrees that prior to and while providing services under the terms and conditions of this Agreement, CONTRACTOR shall have staff hired and in place for program services and operations or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate this Agreement, in accordance with Section Three (3) of this Agreement.

2. TERM

This Agreement shall become effective on the _____, and shall terminate on _____.

Effective _____, this Agreement, subject to satisfactory outcomes performance and subject to available funding each year, shall be extended for two (2) additional twelve (12) month periods upon the same terms and conditions herein set forth, unless written notice of non-renewal is given by COUNTY or CONTRACTOR or COUNTY's DBH Director or designee, not later than sixty (60) days prior to the close of the current Agreement term.

3. TERMINATION

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

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

- An illegal or improper use of funds;

- A failure to comply with any term of this Agreement;
- A substantially incorrect or incomplete report submitted to the COUNTY;
- Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand or, at the COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

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

4. COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the budget attached hereto and referenced herein as Exhibit C.

A. Maximum Contract Amount -- The maximum amount under this Agreement for the period _____ through _____ shall not exceed _____.

For the period _____ through _____, it is understood by CONTRACTOR and COUNTY that CONTRACTOR estimates to generate _____ in Medi-Cal Federal Financial Participation (FFP), _____ from the collection of client rents, and _____ in MHSA Community Services and Supports (CSS) to offset CONTRACTOR's program costs. The maximum amount of MHSA funds paid by COUNTY to CONTRACTOR for the period _____ through _____ should not exceed _____.

The maximum amount for the period _____ through _____ shall not exceed _____. For the period _____ through _____, it is understood by CONTRACTOR and COUNTY that CONTRACTOR estimates to generate _____ in Medi-Cal FFP, _____ from the collection of client rents, and _____in MHSA CCS to offset CONTRACTOR's program costs. The maximum amount of MHSA funds paid by COUNTY to CONTRACTOR for the period _____ through _____ should not exceed _____

The maximum amount for the period _____ through _____ shall not exceed _____

For the period _____ through _____ it is understood by CONTRACTOR and COUNTY that CONTRACTOR estimates to generate _____ in Medi-Cal FFP, from the collection of client rents, and _____ in MHSA CCS to offset CONTRACTOR's program costs. The maximum amount of MHSA funds paid by COUNTY to

CONTRACTOR for the period _____ through _____ should not exceed

_____

The maximum amount for the period July 1, 2018 through June 30, 2019 shall not exceed Four Million Two Hundred Fifteen Thousand Two Hundred Fifty-Nine and No/100 Dollars ($4,215,259.00).

For the period July 1, 2018 through June 30, 2019, it is understood by CONTRACTOR and COUNTY that CONTRACTOR estimates to generate One Million Nine Hundred Thirteen Thousand Four Hundred Thirty-One and No/100 Dollars ($1,913,431.00) in Medi-Cal FFP, Sixty-Five Thousand and No/100 Dollars ($65,000) from the collection of client rents, and Two Million Two Hundred Thirty-Six Thousand Eight Hundred Twenty-Eight and No/100 Dollars ($2,236,828.00) in MHSA CCS to offset CONTRACTOR's program costs. The maximum amount of MHSA funds paid by COUNTY to CONTRACTOR for the period July 1, 2018 through June 30, 2019 should not exceed Two Million Two Hundred Thirty-Six Thousand Eight Hundred Twenty-Eight and No/100 Dollars ($2,236,828.00).

The maximum amount for the period July 1, 2019 through June 30, 2020 shall not exceed Four Million Three Hundred Thirty-Six Thousand Three Hundred Seventy-One and No/100 Dollars ($4,336,371.00).

For the period July 1, 2019 through June 30, 2020, it is understood by CONTRACTOR and COUNTY that CONTRACTOR estimates to generate One Million Eight Hundred Ninety-Five Thousand Two Hundred Twenty-Three and No/100 Dollars ($1,895,223.00) in Medi-Cal FFP, Sixty-Five Thousand and No/100 Dollars ($65,000) from the collection of client rents, and Two Million Three Hundred Seventy-Six Thousand One Hundred Forty-Eight and No/100 Dollars

($2,376,148.00) in MHSA CCS offset CONTRACTOR's program costs. The maximum amount of MHSA funds paid by COUNTY to CONTRACTOR for the period July 1, 2019 through June 30, 2020 should not exceed Two Million Three Hundred Seventy-Six Thousand One Hundred Forty-Eight and No/100 Dollars ($2,376,148.00)

B. If CONTRACTOR fails to generate the Medi-Cal FFP and/or client rent reimbursement amounts set forth hereinabove, the COUNTY shall not be obligated to pay the difference between these estimated amounts and the actual amounts generated.

It is further understood by COUNTY and CONTRACTOR that any Medi-Cal FFP and client rent reimbursements above the amounts stated herein will be used to directly offset the COUNTY's contribution of MHSA funds identified in Exhibit C. The offset of funds will also be clearly identified in monthly invoices received from CONTRACTOR as further described in Section Five (5) of this Agreement.

Travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the IRS published rate. Payment shall be made upon certification or other proof satisfactory to COUNTY's DBH that services have actually been performed by CONTRACTOR as specified in this Agreement.

C. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

D. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt and approval by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be

made after receipt and verification of actual expenditures incurred by CONTRACTOR for monthly program costs, as identified in Exhibit C, in the performance of this Agreement and shall be documented to COUNTY on a monthly basis by the fifteenth (15th) of the month following the month of said expenditures. The parties acknowledge that the CONTRACTOR will be performing hiring, training, and credentialing of staff, configuring the facility and office space, and obtaining site certification from the COUNTY Mental Health Plan (Mental Health Plan).

CONTRACTOR shall submit to the COUNTY by the tenth (15th) of each month a detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit GL reports and supporting documentation shall be deemed sufficient cause for COUNTY to withhold payments until there is compliance, as further described in Section Five (5) herein.

E. COUNTY shall not be obligated to make any payments under this Agreement if the request for payment is received by COUNTY more than sixty (60) days after this Agreement has terminated or expired. All final claims, including actual cost per unit, and/or any final budget modification requests shall be submitted by CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

F. The services provided by CONTRACTOR under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred

payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

G. CONTRACTOR shall be held financially liable for any and all future disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement for any units of services rendered that are disallowed or denied by the Fresno County Mental Health Plan (Mental Health Plan) utilization review process or through the DHCS cost report audit settlement process for Medi-Cal eligible clients.

H. It is understood by CONTRACTOR and COUNTY that this Agreement is funded with mental health funds to serve individuals with SMI, many of whom have co-occurring substance use disorders. It is further understood by CONTRACTOR and COUNTY that funds shall be used to support appropriately integrated services for co-occurring substance use disorders in the target population, and that integrated services can be documented in crisis assessments, interventions, and progress notes documenting linkages.

5. INVOICING

A. CONTRACTOR shall invoice COUNTY in arrears by the fifteenth (15^{th}) day of each month for the prior month's actual services rendered to DBHInvoices@co.fresno.ca.us. After CONTRACTOR renders service to referred clients, CONTRACTOR will invoice COUNTY for payment, certify the expenditure, and submit electronic claiming billing directly into COUNTY's billing system (AVATAR) for the DHCS reimbursements for all clients, including those eligible for

Medi-Cal as well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit. COUNTY must pay CONTRACTOR before submitting a claim to DHCS for Federal reimbursement for Medi-Cal eligible clients.

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

Monthly invoices shall include a client roster, identifying volume reported by payer group clients served (including third party payer of services) by month and year-to-date, including percentages.

CONTRACTOR shall submit monthly invoices and general ledgers that itemize the line item charges for monthly program costs (per applicable budget, as identified in Exhibit C), including the cost per unit calculation based on clients served within that month, and excluding lobbying costs. The invoices and general ledgers will serve as tracking tools to determine if

CONTRACTOR's program costs are in accordance with its budgeted cost, and cost per unit negotiated by service modes compared to actual cost per unit, as set forth in Exhibit C. The actual cost per unit will be based upon total costs and total units of service. It will also serve for the COUNTY to certify the public funds expended for purposes of claiming federal reimbursement for the cost of Medicaid services and activities. CONTRACTOR shall remit to COUNTY on a quarterly basis, a summary report of total operational costs and volume of service unit to report the actual costs per unit compared to the negotiated rate, as identified in Exhibit C, to report interim cost per unit. The quarterly reports will be used by COUNTY to ensure compliance with federal reimbursements certified public expenditures.

CONTRACTOR must report all third party collections from other funding sources such as Medicare, private insurance, client private pay or any other third party. COUNTY expects the invoice for reimbursement to equal the amount due CONTRACTOR less any funding sources not eligible for federal reimbursement.

CONTRACTOR will remit annually within ninety (90) days from June 30, a schedule to provide the required information on published charges (PC) for all authorized services. The published charge listing will serve as a source document to determine the CONTRACTOR's usual and customary charge prevalent in the public mental health sector that is used to bill the general public, insurers or other non-Medi-Cal third party payers during the course of business operations.

CONTRACTOR shall submit monthly staffing reports that identify all direct service and support staff, applicable licensure/certifications, and full time hours worked to be used as a tracking tool to determine if CONTRACTOR's program is staffed according to the Agreement requirements.

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

CONTRACTOR is responsible for collection and managing data in a manner to be determined by DHCS and the Mental Health Plan in accordance with applicable rules and regulations. COUNTY electronic billing system is a critical source of information for purposes of monitoring and obtaining reimbursement. CONTRACTOR must attend COUNTY's Business Office training on equipment reporting for assets, intangible and sensitive minor assets, Avatar claiming module and related cost reporting.

CONTRACTOR shall submit electronic billing for services directly into COUNTY's billing module (AVATAR) within ten (10) calendar days from the date services were rendered. DHCS' FFP reimbursement for Medi-Cal specialty mental health services is based on public expenditures certified by the CONTRACTOR. CONTRACTOR must submit a signed certified public expenditure report, with each respective monthly invoice. DHCS expects the claim for reimbursement to equal the amount the COUNTY paid the CONTRACTOR for the service rendered less any funding sources not eligible for Federal reimbursement.

CONTRACTOR must provide all necessary data to allow the COUNTY to bill Medi-Cal, and any other third-party source, for services and meet State and Federal reporting requirements. The necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into COUNTY's information system; 2) providing an electronic file compatible with COUNTY's information system; or 3) integration between COUNTY's information system and CONTRACTOR's information system(s).

If a Medi-Cal client has dual coverage, such as other health coverage (OHC) or Medicare, the CONTRACTOR will be responsible for billing the carrier and obtaining a payment/denial or have validation of claiming with no response ninety (90) days after the claim was mailed before the service can be entered into AVATAR. CONTRACTOR must report all third party collections for Medicare, third party or client pay or private pay in each monthly invoice and in the cost report that is required to be submitted. A copy of explanation of benefits or CSM 1500 is required as documentation. CONTRACTOR must comply with all laws and regulations governing 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 Centers for Medicare and Medicaid Services as they relate to participation, coverage and claiming reimbursement. CONTRACTOR will be responsible for compliance as of the effective date of each federal, state or local law or regulation specified.

Data entry shall be the responsibility of the CONTRACTOR. The data for billing must be reconciled by the CONTRACTOR to the monthly invoices submitted for payment. COUNTY shall monitor the number and dollar amount of services entered into AVATAR. Any and all audit exceptions resulting from the provision and billing of Medi-Cal services by CONTRACTOR shall be the sole responsibility of the CONTRACTOR. CONTRACTOR will comply with all applicable policies, procedures, directives and guidelines regarding the use of COUNTY's billing system.

Medi-Cal Certification and Mental Health Plan Compliance

CONTRACTOR will establish and maintain Medi-Cal certification or become certified within ninety (90) days of the effective date of this Agreement through COUNTY to provide reimbursable services to Medi-Cal eligible adult clients. In addition, CONTRACTOR shall work with the COUNTY's DBH Managed Care and Business Office to execute the process if not currently certified by COUNTY for credentialing of staff. During this process, the CONTRACTOR

will obtain a legal entity number established by the DHCS, a requirement for maintaining organizational provider status throughout the term of this Agreement. CONTRACTOR will be required to become Medi-Cal certified prior to providing services to Medi-Cal eligible clients and seeking reimbursement in COUNTY's billing system. CONTRACTOR will not be reimbursed by COUNTY for any Medi-Cal services rendered prior to certification.

Medi-Cal billing shall be in accordance with the Mental Health Plan. CONTRACTOR must comply with the "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set forth in Exhibit D, attached hereto and incorporated herein by reference and made part of this Agreement.

Medi-Cal can be billed for direct specialty mental health services of unlicensed staff as long as the individual is approved as an organizational provider by the Mental Health Plan, is supervised by licensed staff, works within his/her scope and only bills Medi-Cal for allowable specialty mental health services. It is understood that each claim is subject to audit for compliance with Federal and State regulations, and that COUNTY may be making payments in advance of said review. In the event that a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due the amount of said disapproved services. CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

6. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as

independent contractors, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

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

7. MODIFICATION

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

Notwithstanding the above, changes to line items in the budget, as set forth in Exhibit C, that do not exceed ten percent (10%) of the total maximum compensation payable to CONTRACTOR, and changes to the volume of units of services/types of service units to be

provided as set forth in Exhibit C, may be made with the written approval of COUNTY's DBH Director or designee and CONTRACTOR. Said budget line item and service volume/types of service unit changes shall not result in any change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

8. NON-ASSIGNMENT

No party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY and CONTRACTOR.

9. HOLD-HARMLESS

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

CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California audit exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

10. INSURANCE

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Two Million Dollars ($2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars ($250,000) per person, Five Hundred Thousand Dollars ($500,000) per accident and for property damages of not less than Fifty Thousand Dollars ($50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars ($500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Real and Personal Property

CONTRACTOR shall maintain a policy of insurance for all risk personal property coverage which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of the County purchased and owned property, at a minimum, as discussed in Section Twenty-Seven (27) of this Agreement.

D. All Risk Property Insurance

CONTRACTOR will provide property coverage for the full replacement value of the County's Personal Property in the possession of CONTRACTOR and/or used in the execution of this Agreement. COUNTY will be identified on an appropriate certificate of insurance as the certificate holder and will be named as an Additional Loss Payee on the Property Insurance Policy.

E. Professional Liability

If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N., L.C.S.W., L.M.F.T.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, Three Million Dollars ($3,000,000) annual aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

F. Worker's Compensation

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

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under the CONTRACTOR's policies herein.

This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

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

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

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

LICENSES/CERTIFICATES

Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

12. RECORDS

CONTRACTOR shall maintain records in accordance with Exhibit E, "Documentation Standards for Client Records", attached hereto and by this reference incorporated herein and made part of this Agreement. During site visits, COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives.

13. REPORTS

A. Cost Report – CONTRACTOR agrees to submit a complete and accurate detailed cost report on an annual basis for each fiscal year ending June 30th in the format prescribed by the DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. Each cost report will be the source document for several phases of settlement with the DHCS for the purposes of Short Doyle Medi-Cal reimbursement. CONTRACTOR shall report costs under their approved legal entity number established during the Medi-Cal certification process.

The information provided applies to CONTRACTOR for program related costs for services rendered to Medi-Cal and non Medi-Cal. The CONTRACTOR will remit a schedule to provide the required information on published charges (PC) for all authorized services. The report will serve as a source document to determine their usual and customary charge prevalent in the public mental health sector that is used to bill the general public, insurers or other non-Medi-Cal third party payers during the course of business operations. CONTRACTOR must report all collections for Medi-Cal/Medicare services and collections. CONTRACTOR shall also submit with each cost report a copy of the CONTRACTOR's general ledger that supports revenues and expenditures. CONTRACTOR must also include a reconciled detailed report of the total units of services rendered under this Agreement compared to the units of services entered by CONTRACTOR into COUNTY's data system.

Cost reports must be submitted to the COUNTY as a hard copy with a signed cover letter and electronic copy of the completed DHCS cost report form along with requested support documents following each fiscal year ending June 30th. During the month of September of each year this Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates the training session, DHCS cost report template worksheets, and deadlines to submit as determined by the State annually. Remit the hard copies of the cost reports to County of Fresno, Attention: Cost Report Team, P.O. Box 45003, Fresno, CA 93718-9886. Remit the electronic copy or any inquiries to DBHcostreportteam@co.fresno.ca.us.

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

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

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

During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit settlement findings related to the Medi-Cal and realignment reimbursements. CONTRACTOR will participate in the several phases of settlements between COUNTY, CONTRACTOR and DHCS. The phases of initial cost reporting for settlement according to State reconciliation of records for paid Medi-Cal services and audit settlement are: DHCS audit: 1) initial cost reporting - after an internal review by COUNTY, the COUNTY files cost report with DHCS on behalf of the CONTRACTOR's legal entity for the fiscal year; 2) Settlement –State reconciliation of records for paid Medi-Cal services, approximately eighteen (18) to thirty-six (36) months following the State close of the fiscal year, DHCS will send notice for any settlement under this provision will be sent to the COUNTY; and 3) Audit Settlement-DHCS audit. After final reconciliation and settlement, COUNTY and/or DHCS may conduct a review of medical records, cost report along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow cost and/or unit of service reported on the CONTRACTOR's legal entity cost report. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with CONTRACTOR until resolution of the appeal. DHCS Audits will follow federal Medicaid procedures for managing overpayments.

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

Funds owed to COUNTY will be due within forty-five (45) days of notification by the COUNTY, or COUNTY shall withhold future payments until all excess funds have been recouped by means of an offset against any payments then or thereafter owing to CONTRACTOR under this or any other Agreement.

C. Monthly Reports – CONTRACTOR shall submit a monthly report to the County that will include, but not be limited to dollars billed for Medi-Cal and MHSA (non Medi-Cal) clients; actual expenses; the number of clients served/anticipated to be served; utilization of services by clients; and staff composition. This report will be due within thirty (30) days after the last day of the previous month or payments may be delayed. CONTRACTOR will utilize a computerized tracking system with which outcome measures and other relevant client data, such as demographics, will be maintained.

D. Outcome Reports – CONTRACTOR shall submit to COUNTY's DBH service outcome reports as requested by DBH. Outcome reports and outcome requirements are subject to change at COUNTY DBH's discretion.

E. Additional Reports – CONTRACTOR shall also furnish to COUNTY such statements, records, reports, data, and other information as COUNTY's DBH may request pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In addition, CONTRACTOR

shall provide written notification and explanation to COUNTY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

F. FSP Data Collection and Reporting to DHCS – CONTRACTOR shall report client/partner information and outcomes of the FSP program directly into the FSP Data Collection and Reporting (DCR) system. Data shall be submitted through an online interface using forms set forth in Exhibit F, attached hereto and by this reference incorporated herein and made part of this Agreement.

G. Progress Report Updates – CONTRACTOR shall complete Progress Report updates according to DHCS regulations, in the form set forth in Exhibit G, attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall submit the required progress updates, as shown in Exhibit G, to COUNTY's DBH Mental Health Contracts Division for review.

CONTRACTOR shall submit to COUNTY's DBH by the Fifteenth (15^{th}) of each month all monthly activity, outcome and budget reports for the preceding month. CONTRACTOR shall also provide records of rents collected from each consumer and include the consumer's name, date of birth and social security number. All data transmitted must be in strict conformance with Section Nineteen (19) and Section Twenty (20) of this Agreement.

14. MONITORING

CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director and DHCS, or their designees, the right to review and monitor records, programs or procedures, at any time,

in regard to clients, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement.

15. REFERENCES TO LAWS AND RULES

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

16. COMPLIANCE WITH STATE REQUIREMENTS

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

17. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR shall be required to maintain organizational provider certification by Fresno County. CONTRACTOR must meet Medi-Cal organization provider standards as listed in Exhibit I, "Medi-Cal Organizational Provider Standards", attached hereto and by this reference incorporated herein and made part of this Agreement. It is acknowledged that all references to Organizational Provider and/or Provider in Exhibit I shall refer to CONTRACTOR. In addition, CONTRACTOR shall inform every client of their rights under the COUNTY's Mental Health Plan as described in Exhibit J, "Fresno County Mental Health Plan Grievances and Incident Reporting", attached hereto and by this reference incorporated herein. CONTRACTOR shall also file an incident report for all incidents involving clients, following the Protocol for Completion of

Incident Report and using the "Incident Report Worksheet" both identified in Exhibit K, attached hereto and by this reference incorporated herein and made part of this Agreement, or a protocol and worksheet presented by CONTRACTOR that is accepted by County's DBH Director, or designee.

18. CONFIDENTIALITY

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

19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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

COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of PHI pursuant to 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 CONTRACTOR to enter into a contract 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 (CFR).

20. DATA SECURITY

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

A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

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

1. CONTRACTOR has received authorization by COUNTY for telecommuting purposes;

2. Current virus protection software is in place;

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

4. A secure connection is used.

B. CONTRACTOR-Owned Computers or Computer Peripherals

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

C. COUNTY-Owned Computer Equipment

CONTRACTOR, including its subcontractors and employees, may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

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

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

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

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

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

21. NON-DISCRIMINATION

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

22. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

To the extent necessary to prevent disallowance of reimbursement under section 1861(v)(1)(I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of

the costs of these services provided by CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

23. SINGLE AUDIT CLAUSE

If any CONTRACTOR expends Five Hundred Thousand Dollars ($500,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR 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) Circular A-133. CONTRACTOR 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, CONTRACTOR shall include a corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audits shall be delivered to COUNTY's DBH Business Office 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 CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

A single audit report is not applicable if CONTRACTOR's Federal contracts do not exceed the Five Hundred Thousand Dollars ($500,000.00) requirement or CONTRACTOR's only funding is through 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 CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit reports shall be delivered to COUNTY's DBH Business Office 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 CONTRACTOR 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 Section shall be billed to the CONTRACTOR at COUNTY's cost, as determined by COUNTY's Auditor-Controller/ Treasurer-Tax Collector.

CONTRACTOR shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

24. COMPLIANCE

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

Within thirty (30) days of entering into this Agreement, and annually thereafter, all employees, agent 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 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 the COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California 93703. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this Agreement.

25. ASSURANCES

In entering into this Agreement, CONTRATOR certifies that it nor any of its officers are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs: that it or any of its officers have not been convicted of a criminal offense related to the provision of health care items or services; nor have they been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into this Agreement, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

If COUNTY has notice that CONTRACTOR has been charged with a criminal offense related to any Federal Health Care Programs, or proposed for exclusion during the term on any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of the charges or the proposed exclusion.

B. CONTRACTOR agrees that all potential new employees of CONTRACTOR or subcontractors of CONTRACTOR who, in each case, are expected to perform professional services under this Agreement, will be queried as to whether (1) they are now or ever have been excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) they have been convicted of criminal offense related to the provision

of health care items or services; and or (3) they have been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

C. CONTRACTOR shall verify (by asking the applicable employees and subcontractors) that all current employees and existing subcontractors who, in each case, are expected to perform professional services under this Agreement: (1) are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a criminal offense related to the provision of health care items or services; and (3) have not been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. In the event any existing

employee or subcontractor informs a CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of heath care services, CONTRACTOR will ensure that said employee or subcontractor does no work, either direct or indirect, relating to services provided to COUNTY.

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

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

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

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

26. PROHIBITION ON PUBLICITY

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

27. PROPERTY OF COUNTY

A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and intangible property obtained or controlled under COUNTY's Mental Health Plan for use in operational capacity and will benefit COUNTY for a period more than one (1) year. Depreciation of the qualified items will be on a straight-lien basis.

For COUNTY purposes, fixed assets must fulfill three qualifications:

- Asset must have life span of over one year.
- The asset is not a repair part.

The asset must be valued at or greater than the capitalization thresholds for the asset type:

	Asset type	Threshold
Land	$0	
Buildings and improvements	$100,000	

Infrastructure	$100,000
Be tangible	$5,000
Equipment	
Vehicles	
Or intangible asset	$100,000
Internally generated software	
Purchased software	
Easements	
Patents	
And capital lease	$5,000

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset it will be tagged with a COUNTY program number. A Fixed Asset Log will be maintained by COUNTY's Asset Management System and inventoried annually until the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DBH Asset Inventory System.

B. Certain purchases under Five Thousand and No/100 Dollars ($5,000.00) but more than One Thousand and No/100 Dollars ($1,000.00) with over one (1) year life span, and are mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR maintains a tracking system on the items and are not required to be capitalized or depreciated. The items are subject to annual inventory for compliance.

C. Assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination of this Agreement, CONTRACTOR shall be physically present when fixed and inventoried assets are

returned to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY owned undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the assets at the expiration or termination of this Agreement.

CONTRACTOR further agrees to the following:

To maintain all items of equipment in good working order and condition, normal wear and tear excepted;

To label all items of equipment with COUNTY assigned program number, to perform periodic inventories as required by COUNTY and to maintain an inventory list showing where and how the equipment is being used in accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY within ten (10) days of any request therefore;

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

The purchase of any equipment by CONTRACTOR with funds provided hereunder shall require the prior written approval of COUNTY's DBH Director or designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's services or activity under the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from COUNTY's DBH Director or designee.

CONTRACTOR must obtain prior written approval form COUNTY's DBH whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using funds under this Agreement. If any real or personal property acquired or improved with said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this program, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-program funds. These requirements shall continue in effect for the life of the property. In the event the program is closed out, the requirements for this Section shall remain in effect for activities or property funded with said funds, unless action is taken by the State government to relieve COUNTY of these obligations.

27. CULTURAL COMPETENCY

As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

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

B. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP clients, including, but not limited to, assessing the cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must include ensuring compliance of any sub-contracted providers with these requirements.

C. CONTRACTOR shall not use minors as interpreters.

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

E. In compliance with the State mandated Culturally and Linguistically Appropriate Services standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR's plan to address all fifteen national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services (CLAS)" http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf. COUNTY's annual on-site review of CONTRACTOR shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, CONTRACTOR's plan must be updated accordingly.

28. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

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

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

29. DISCLOSURE OF CRIMINAL HISTORY & CIVIL ACTIONS

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

Within the three-year period preceding the Agreement award, CONTRACTOR has been convicted of, or had a civil judgment tendered against it for:

- 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;
- Violation of a federal or state antitrust statute;
- Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or

- False statements or receipt of stolen property.
- Within a three-year period preceding their Agreement award, CONTRACTOR has had a public transaction (federal, state, or local) terminated for cause or default.

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

CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit M attached hereto and by this reference incorporated herein. Additionally CONTRACTOR must immediately advise the COUNTY in writing if, during the term of the Agreement: (1) CONTRACTOR 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.sam.gov); or (2) any of the above listed conditions become applicable to CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the 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 Responsible Matters.

30. COMPLAINTS

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

Within ten (10) days after each incident or complaint affecting COUNTY-sponsored clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit L. CONTRACTOR shall file an incident report for all incidents involving clients, following the Protocol and using the Worksheet identified in Exhibit K.

31. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of the CONTRACTOR’s Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that

they are a party to by completing and signing a “Self-Dealing Transaction Disclosure Form” (Exhibit N attached hereto and by this reference incorporated herein and made part of this Agreement) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

32. AUDITS AND INSPECTIONS

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

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

33. NOTICES

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

COUNTY	CONTRACTOR
Director, Fresno County Department of Behavioral Health 4441 E. Kings Canyon Rd Fresno, CA 93702	Chief Executive Officer Turning Point of Central California P.O. Box 7447 Visalia, CA 93290-7447

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

34. GOVERNING LAW

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

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

35. ENTIRE AGREEMENT

This Agreement, including all Exhibits between CONTRACTOR and COUNTY, RFP No. 952-5329, and response to RFP No. 952-5329 with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

ATTEST:

CONTRACTOR:	COUNTY OF FRESNO
By _____	By _____
	Chairman, Board of Supervisors
Print Name: _____	
Title: _____	Date:

Chief Executive Officer, or President, or any Vice President

BERNICE E. SEIDEL, Clerk

Board of Supervisors

By _____

Print Name: _____ By

Title: _____

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

PLEASE SEE ADDITIONAL SIGNATURE PAGE ATTACHED

Mailing Address:

APPROVED AS TO LEGAL FORM:

DANIEL C. CEDERBORG, COUNTY COUNSEL

By _____

APPROVED AS TO ACCOUNTING FORM:

VICKI CROW, C.P.A., AUDITOR-CONTROLLER/

TREASURER-TAX COLLECTOR

By _____

REVIEWED AND RECOMMENDED FOR APPROVAL:

By _____

Dawan Utecht, Director
Department of Behavioral Health

Fund/Subclass:	0001/10000
Account/Program:	7294/0
Organization:	56304531

Fiscal Year (FY)	Program Cost
FY 2015-16	$4,113,122
FY 2016-17	$4,094,147
FY 2017-18	$4,094,147
FY 2018-19	$4,215,259
FY 2019-20	$4,336,371

F-3: Sample Agreement with Fresno County Superintendent of Schools

AGREEMENT 18-308

THIS AGREEMENT is made and entered into this Fifth day of June 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **FRESNO COUNTY SUPERINTENDENT OF SCHOOLS,** a Political Subdivision of the State of California, whose address is 1111 Van Ness Avenue, Fresno, CA, 93721, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is looking to expand mental health treatment and prevention and early intervention services for children and youth at school, home, and community locations in Fresno County; and

WHEREAS, COUNTY, through its DBH, Mental Health Services Act (MHSA), Community Service and Supports (CSS) and Prevention and Early Intervention (PEI) component, and through input from the community stakeholder process, recognizes the need to provide school based mental health treatment and PEI for both metropolitan and rural areas to children and youth enrolled in school grades Kindergarten through High School, as specified in this Agreement and as part of Fresno County's approved State CSS and PEI Plans, to provide services related to mental well-being; and

WHEREAS, COUNTY, through its DBH, Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) component, recognizes the need to provide Prevention and Early Intervention School Based Programs (PEISBP) Kindergarten through Twelfth Grade, as specified in this Agreement and as part of Fresno County's approved State PEI Plan, to help reduce stigma and discrimination against mental illness and provide services related to mental well-being and mental health services; and

WHEREAS, children/youth with Serious Emotional Disturbance (SED) who also experience co-occurring mental health and alcohol/substance use disorders and/or discipline issues will be included among those served; and

WHEREAS, CONTRACTOR's school districts are public schools districts which also coordinate their own mental health services within the jurisdictional boundaries specific to each school district; and

WHEREAS, CONTRACTOR has similar goals of COUNTY to expand mental health treatment and prevention and early intervention services for it students and families across the County of Fresno, and to provide integrated student supports through a collaboration with the COUNTY's DBH; and

WHEREAS, COUNTY, through its DBH, is a Mental Health Plan (MHP), as defined in Title 9 of the California Code of Regulations (C.C.R.), Section 1810.226; and

WHEREAS, CONTRACTOR is qualified, has the staffing, facilities, support services and is willing to provide said expanded mental health services at school, home and community locations throughout Fresno County, pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Exhibit A-1, Exhibit A-2, and Exhibit A-3, "Specialty Mental Health Services Scope of Work, Prevention and Early Intervention Services Scope of Work," Continuum of Care Vision and Strategies, all attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall align programs, services, and practices with the vision, mission, and guiding principles of the County of Fresno, Department of Behavioral Health (DBH), as further described in Exhibit B, "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.

C. CONTRACTOR shall send to County's DBH upon execution of this Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their clinical program. Recruitment and retaining clinical leadership with the clinical competencies to oversee services based on the level of care and program design presented herein shall be included in this plan. A description and monitoring of this plan shall be provided to the COUNTY's DBH.

D. CONTRACTOR shall establish and maintain Medi-Cal certification, Medi-Cal site certification, or become certified within ninety (90) days of the effective date of this Agreement through the COUNTY to provide reimbursable services to Medi-Cal eligible clients. In addition, CONTRACTOR shall work with the COUNTY's DBH Managed Care Division for credentialing of

staff. CONTRACTOR shall be required to become Medi-Cal certified prior to providing services to Medi-Cal eligible clients and seeking reimbursement in COUNTY's billing system. CONTRACTOR shall not be reimbursed by COUNTY for any Medi-Cal services rendered prior to certification.

E. CONTRACTOR shall also provide tracking tools and measurements for access, effectiveness, efficiency, and client satisfaction indicators as required by the Commission on Accreditation of Rehabilitation Facilities (CARF) standards and as further detailed in Exhibits A-1 and A-2, Scope of Work.

F. CONTRACTOR shall participate in utilizing and integrating the Reaching Recovery tools and outcomes as applicable to CONTRACTOR and as directed by the COUNTY's DBH.

G. It is acknowledged by all parties hereto that COUNTY's DBH Contracts Division unit shall monitor this program operated by CONTRACTOR, in accordance with Section Fourteen (14) of this Agreement.

H. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings consisting of staff from COUNTY's DBH to discuss service requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise. CONTRACTOR shall also participate in other COUNTY meetings, such as but not limited to QI meetings, provider meetings, Behavioral Health Board meetings, etc.

I. CONTRACTOR shall maintain requirements as an organizational provider throughout the term of this Agreement, as described in Section Seventeen (17) of this Agreement. If for any reason, this status is not maintained, COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

J. CONTRACTOR agrees that prior to, and while providing services under the terms and conditions of this Agreement, CONTRACTOR shall have staff hired and in place for program services and operations or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate this Agreement, in accordance with Section Three (3) of this Agreement.

K. It is acknowledged by all parties hereto that the ramp up period shall commence on July 1, 2018 and continue through December 2018. Each subsequent fiscal year and subsequent geographical location/hubs shall also have start up periods as further identified in the budget sheets (Exhibit C). Due to the timing of staff hires, staff trainings completed, and other program related factors, the dates of the ramp up period and initial operational period may be adjusted as needed with the written approval of COUNTY's DBH Director, or designee. Budgets amounts shall be prorated accordingly from the start up budgets to operational budgets, without going over the annual contract maximum.

L. It is acknowledged by all parties hereto that CONTRACTOR's service school sites shall be as identified in Exhibit A-4, attached hereto and incorporated herein by reference and made part of this Agreement. Any change/addition/deletion to CONTRACTOR(S) location of the service sites may be made only upon thirty (30) days advance written notification to COUNTY's DBH Director and upon written approval from COUNTY's DBH Director, or designee.

M. CONTRACTOR may maintain its records in COUNTY's Electronic Health Record (EHR) system (Avatar) in accordance with Exhibit E, "Documentation Standards for Client Records," attached hereto and incorporated herein by reference and made part of this Agreement, beginning July 1, 2018. The client record shall begin with registration and intake and include client authorizations, assessments, plans of care, and progress notes, as well as other documents as approved by the County's DBH. COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives. If CONTRACTOR determines to maintain its records in AVATAR, it shall provide COUNTY's DBH Director, or designee, with a 30-day notice. If at any time CONTRACTOR chooses not to maintain its records in AVATAR, it shall provide COUNTY'S DBH Director, or designee, with a 30-day notice and CONTRACTOR 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 EHR system by CONTRACTOR will be accurate, adequate or satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely responsible for client information entered by CONTRACTOR into the COUNTY's EHR system. CONTRACTOR agrees that all Private Health Information (PHI) maintained by CONTRACTOR in COUNTY's EHR system will be maintained in conformance with all HIPAA laws, as stated in Section Nineteen (19), "Health Insurance Portability and Accountability Act.

N. It is mutually agreed by all parties to this Agreement, that the program funded under this Agreement shall be identified and subsequently named/branded through the review and approval of the Director, Department of Behavioral Health or designee. All print or media materials, including program branding and program references shall be reviewed and approved by the Director, Department of Behavioral Health or designee. The program funded under this Agreement shall be identified as a County of Fresno, Department of Behavioral Health funded program, and operated by the CONTRACTOR under the terms and conditions of this Agreement.

2. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on the 1st day of July, 2018 through and including June 30, 2021. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The COUNTY's DBH Director, or designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

3. TERMINATION

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

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

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

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand, or at COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

C. Without Cause: Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DBH Director, or designee, upon the giving of thirty (30) days advance written notice prior to close of the current Agreement term.

4. COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the Budgets set forth in Exhibit C, attached hereto and by this reference incorporated herein and made part of this Agreement.

Maximum Contract Amount

The maximum amount for the ramp up period (July 1, 2018 through December 31, 2018,) shall not exceed Two Million, Fifty-Seven Thousand, One Hundred Ninety-Three and No/100 Dollars ($2,057,193.00).

The maximum amount for the initial operational period of January 1, 2018 through June 30, 2019 shall not exceed Five Million, Seven Hundred-Fifty Thousand, Eight Hundred Ninety-Three and No/100 Dollars ($5,750,893.00).

The maximum amount for the period of July 1, 2019 through June 30, 2020 shall not exceed Seventeen Million, One Hundred Sixty-Eight and No/100 Dollars ($17,000,168.00).

The maximum amount for the period of July 1, 2020 through June 30, 2021 shall not exceed Twenty-Two Million, Five Hundred Seventy-Nine Thousand, Six hundred and No/100 Dollars ($22,579,600.00).

The maximum amount for the period of July 1, 2021 through June 30, 2022 shall not exceed Twenty-Eight Million, Four Hundred Seventy-Five Thousand, Six Hundred Sixty-Four and No/100 Dollars ($28,475,664.00).

The maximum amount for the period of July 1, 2022 through June 30, 2023 shall not exceed Thirty-Five Million, Three Hundred Forty-Seven Thousand, Four Hundred Fifty-Nine and No/100 Dollars ($35,347,459.00).

In no event shall the maximum contract amount for all the services provided by the CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of One Hundred Eleven Million, Two Hundred Ten Thousand, Nine Hundred Seventy-Seven and No/100 Dollars ($111,210,977.00) during the entire term of this Agreement. Funding amounts by fiscal year for specialty mental health services and prevention and early intervention services are further detailed below:

Specialty Mental Health Services:

Fiscal Year	Total Contract	MHSA Ramp	CSS	Medi-Cal FFP
2018-19	$6,220,264	$2,057,193	$1,248,879	$2,914,192
2019-20	$13,709,938	$787,930	$3,757,205	$9,164,804
2020-21	$18,227,020	$667,271	$5,227,637	$12,332,112
2021-22	$23,027,015	$709,834	$6,924,876	$15,392,304
2022-23	$28,567,809	$646,147	$8,753,716	$19,167,946

Maximum Compensation All Five (5) Years: $89,752,046

Prevention and Early Intervention Services:

Fiscal Year	Contract Maximum (MHSA PEI Funds)
2018-19	$1,587,822
2019-20	$3,290,230
2020-21	$4,352,581
2021-22	$5,448,649
2022-23	$6,779,650

Maximum Compensation All Five (5) Years: $21,458,932

B. If CONTRACTOR fails to generate the Medi-Cal revenue and/or client fee reimbursement amounts set forth in Exhibit C, the COUNTY shall not be obligated to pay the difference between these estimated amounts and the actual amounts generated.

It is further understood by COUNTY and CONTRACTOR that any Medi-Cal revenue and/or client fee reimbursements above the amounts stated herein will be used to directly offset the COUNTY's contribution of COUNTY funds identified in Exhibit C. The offset of funds will also be clearly identified in monthly invoices received from CONTRACTOR as further described in Section Five (5) of this Agreement.

Travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the Federal Internal Revenue Services (IRS) published rate.

Payment shall be made upon certification or other proof satisfactory to COUNTY's DBH that services have actually been performed by CONTRACTOR as specified in this Agreement.

C. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

D. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt and approval by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be made after receipt and verification of actual expenditures incurred by CONTRACTOR for monthly program costs, as identified in the budget narratives and budgets identified in Exhibit C, in the performance of this Agreement and shall be documented to COUNTY on a monthly basis by the tenth (10^{th}) of the month following the month of said expenditures. The parties acknowledge that the CONTRACTOR will be performing hiring, training, credentialing of staff, configuring facilities and office space, and obtaining site certification from the COUNTY's Mental Health Plan (Mental Health Plan).

E. Yearly budget (s) beginning for FY 2019-20 to be provided herein shall be submitted for review for each subsequent term of the Agreement to COUNTY's DBH Director or designee for approval. Said budget(s) shall be submitted for review and requires the approval of the COUNTY's DBH Director or designee prior to March 1st of each term of this Agreement. If said budget is not received by the March 1st due date, the current budget will remain at the then current funding level. The compensation amount of said approved budget(s) shall not exceed the maximum compensation of the current Agreement term.

F. COUNTY shall not be obligated to make any payments under this Agreement if the request for payment is received by COUNTY more than sixty (60) days after this Agreement has terminated or expired. All final invoices and/or any final budget modification requests shall be submitted by CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

G. The services provided by CONTRACTOR under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

H. CONTRACTOR shall be held financially liable for any and all future disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement for any units of services rendered that are disallowed or denied by the Fresno County Mental Health Plan (Mental Health Plan) utilization review process or through the State of California DHCS cost report audit settlement process for Medi-Cal eligible clients.

I. It is understood by CONTRACTOR and COUNTY that this Agreement is funded with mental health funds to serve in part, individuals with SED, many of whom have co-occurring disorders. It is further understood by CONTRACTOR and COUNTY that funds shall be used to support appropriately integrated services for co-occurring disorders in the target population, and that integrated services can be documented in crisis assessments, interventions, and progress notes documenting linkages.

5. INVOICING

A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10^{th}) day of each month for the prior month's actual services rendered to DBHInvoices@co.fresno.ca.us. A separate invoice shall be submitted for the start-up budget/costs. After CONTRACTOR renders service to clients, CONTRACTOR will invoice COUNTY for payment, certify the expenditure, and submit electronic claiming data into COUNTY's electronic information system for all clients, including those eligible for Medi-Cal as well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit. COUNTY must pay CONTRACTOR before submitting a claim to DHCS for Federal reimbursement for Medi-Cal eligible clients.

CONTRACTOR shall submit to the COUNTY by the tenth (10^{th}) of each month a detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit GL reports and supporting documentation, including cost invoices and receipts as required by the COUNTY, shall be deemed sufficient cause for COUNTY to withhold payments until there is compliance, as further described in Section Five (5) herein.

If CONTRACTOR chooses to utilize the COUNTY's electronic health record system (currently AVATAR, the preferred EHR system by DBH) method as their own full electronic health records system, COUNTY's DBH shall invoice CONTRACTOR in arrears by the fifth (5^{th}) day of each month for the prior month's hosting fee for access to the COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit D, "Electronic Health Records Software Charges" attached hereto and incorporated herein by this reference and made part of this Agreement. COUNTY shall invoice CONTRACTOR annually for the annual

maintenance and licensing fee for access to the COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit D. COUNTY shall invoice CONTRACTOR annually for the Reaching Recovery fee, as applicable, for access to the COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit D. CONTRACTOR shall provide payment for these expenditures to COUNTY's Fresno County Department of Behavioral Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712, Attention: Business Office, within forty-five (45) days after the date of receipt by CONTRACTOR of the invoicing provided by COUNTY.

At the discretion of COUNTY's DBH Director, or designee, if an invoice is incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY DBH's satisfaction, COUNTY's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the termination provisions stated in Section Three (3) of this Agreement. In addition, for invoices received sixty (60) days after the expiration of each term of this Agreement or termination of this Agreement, at the discretion of COUNTY's DBH Director, or designee, COUNTY's DBH shall have the right to deny payment of any invoices received.

Monthly invoices shall include a client roster, identifying volume reported by payer group clients served (including third party payer of services) by month and year-to-date, including percentages.

CONTRACTOR shall submit monthly invoices and general ledgers that itemize the line item charges for monthly program costs (per applicable budget, as identified in Exhibit C), including the cost per unit calculation based on clients served within that month, and excluding unallowable costs. Unallowable costs such as lobbying or political donations must be deducted from the monthly invoice reimbursements. The invoices and general ledgers will serve as tracking tools to determine if CONTRACTOR's program costs are in accordance with its budgeted cost, and cost per unit negotiated by service modes compared to actual cost per unit, as set forth in Exhibit C. The actual cost per unit will be based upon total costs and total units of service. It will also serve for the COUNTY to certify the public funds expended for purposes of claiming Federal and State reimbursement for the cost of Medi-Cal services and activities.

CONTRACTOR will remit annually within ninety (90) days from June 30, a schedule to provide the required information on published charges for all authorized direct specialty mental

health services. The published charge listing will serve as a source document to determine the CONTRACTOR's usual and customary charge prevalent in the public mental health sector that is used to bill the general public, insurers or other non-Medi-Cal third party payers during the course of business operations.

CONTRACTOR shall submit monthly staffing reports that identify all direct service and support staff, applicable licensure/certifications, ethnicity and language detail of staff, and actual time of hours (FTE) worked to be used as a tracking tool to determine if CONTRACTOR's program is staffed according to the services provided under this Agreement. Monthly staffing reports shall indicate if staff licenses are valid and current.

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

CONTRACTOR is responsible for collection and managing data in a manner to be determined by State of California DHCS and the COUNTY's Mental Health Plan in accordance with applicable rules and regulations. COUNTY's electronic billing system is a critical source of information for purposes of monitoring service volume and obtaining reimbursement. CONTRACTOR must attend COUNTY's DBH's Business Office training on equipment reporting for assets, intangible and sensitive minor assets, COUNTY's electronic information system; and related cost reporting.

CONTRACTOR shall submit service data into COUNTY's electronic information system within ten (10) calendar days from the date services were rendered. Federal and State reimbursement for Medi-Cal specialty mental health services is based on public expenditures certified by the CONTRACTOR.

CONTRACTOR must provide all necessary data to allow the COUNTY to bill Medi-Cal, and any other third-party source, for services and meet State and Federal reporting requirements. The necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into COUNTY's electronic information system (currently AVATAR); 2) providing an electronic file compatible with COUNTY's electronic information system; or 3) integration between COUNTY's electronic information system and CONTRACTOR's information system(s).

If a client has dual coverage, such as other health coverage (OHC) or Federal Medicare, the CONTRACTOR will be responsible for billing the carrier and obtaining a payment/denial or have validation of claiming with no response ninety (90) days after the claim was mailed before the service can be entered into the COUNTY's electronic information system. CONTRACTOR must report all third party collections for Medicare, third party or client pay or

private pay in each monthly invoice and in the annual cost report that is required to be submitted. A copy of explanation of benefits or CMS 1500 form is required as documentation. CONTRACTOR must report all revenue collected from OHC, third-party, client-pay or private-pay in each monthly invoice and in the cost report that is required to be submitted. CONTRACTOR shall submit monthly invoices for reimbursement that equal the amount due CONTRACTOR less any funding sources not eligible for Federal and State reimbursement. CONTRACTOR 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. CONTRACTOR will be responsible for compliance as of the effective date of each Federal, State or local law or regulation specified.

Data entry shall be the responsibility of the CONTRACTOR. The direct specialty mental health services data must be reconciled by the CONTRACTOR to the monthly invoices submitted for payment. COUNTY shall monitor the volume of services and cost of services entered into the COUNTY's electronic information system. Any and all audit exceptions resulting from the provision and reporting of specialty mental health services by CONTRACTOR shall be the sole responsibility of the CONTRACTOR. CONTRACTOR will comply with all applicable policies, procedures, directives and guidelines regarding the use of COUNTY's electronic information system. If CONTRACTOR elects to use their own Electronic Health Record (EHR) system, the EHR must have CCHIT certification for Security Access Control, Audit and Authentication. CONTRACTOR's billers in the EHR system will need to sign an Electronic Signature Certification (ESR).

Medi-Cal Certification and Mental Health Plan Compliance

CONTRACTOR will establish and maintain Medi-Cal certification or become certified (as required by the COUNTY's Mental Health Plan) within ninety (90) days of the execution of this Agreement for all sites/facilities that will provide specialty mental health billable services under this Agreement through COUNTY to provide reimbursable services to Medi-Cal eligible clients. In addition, CONTRACTOR shall work with the COUNTY's DBH to execute the process if not currently certified by COUNTY for credentialing of staff. During this process, the CONTRACTOR will obtain a legal entity number established by the State of California DHCS, as this is a requirement for maintaining Mental Health Plan organizational provider status throughout the term of this Agreement. CONTRACTOR will be required to become Medi-Cal certified prior to providing direct specialty mental health services to Medi-Cal eligible clients and seeking reimbursement from the COUNTY for costs associated with direct specialty mental health

services. CONTRACTOR will not be reimbursed by COUNTY for any direct specialty mental health services rendered prior to certification.

CONTRACTOR shall provide specialty mental health services in accordance with the COUNTY's Mental Health Plan. CONTRACTOR must comply with the "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set forth in Exhibit F, attached hereto and incorporated herein by reference and made part of this Agreement.

CONTRACTOR may provide direct specialty mental health services using unlicensed staff as long as the individual is approved as a provider by the Mental Health Plan, is supervised by licensed staff, works within his/her scope and only delivers allowable direct specialty mental health services. It is understood that each service is subject to audit for compliance with Federal and State regulations, and that COUNTY may be making payments in advance of said review. In the event that a service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due the amount of said disapproved services. CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

6. INDEPENDENT CONTRACTOR

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

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

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

7. MODIFICATION

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

Notwithstanding the above, minor changes to services, staffing, and responsibilities of the CONTRACTOR , as needed, and changes to accommodate changes in the laws relating to mental health treatment, as set forth in Exhibit A-1 and A-2, may be made with the signed written approval of COUNTY's DBH Director, or designee, and CONTRACTOR through an amendment approved by COUNTY's Counsel and the COUNTY's Auditor-Controller/Treasurer-Tax Collector's Office.

Changes to line items and expense category (i.e. Salary and Benefits, Facilities/Equipment. Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, as set forth in Exhibit C that do not exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR, and changes to the volume of units of services/types of service units, and changes to the service rates to be provided, as set forth in Exhibit C, and movement of funds between each program budget that do not exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR, and the earlier/later start up of various programs as identified in Exhibits A-1 and A-2 and Exhibits C, may be made with the written approval of COUNTY's DBH Director, or designee, and CONTRACTOR. Changes to the line items and expense category subtotals in the budgets, as set forth in Exhibit C, that exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR and movement of funds between each program budgets that exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR, may be made with the signed written approval of COUNTY's DBH Director, or designee, and CONTRACTOR through an amendment approved by COUNTY's Counsel and COUNTY's Auditor-Controller/Treasurer-Tax Collector's Office.

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

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for annual administrative costs which are justifiable and reasonable, not to exceed a maximum of fifteen percent (15%) of the total actual expenditures of each fiscal year.

8. ADDITIONS/DELETIONS OF SCHOOLS

COUNTY's DBH Director, or designee, reserves the right at any time during the term of this Agreement to add CONTRACTOR schools to Exhibit A-4 attached hereto. These same provisions shall apply to the deletion of any CONTRACTOR schools contained in Exhibit A-4 attached hereto, except that deletions shall be by mutual written agreement between COUNTY's DBH Director and CONTRACTOR to be deleted or shall be in accordance with the provisions of Section Four (4) of this Agreement.

In addition, specific schools within each CONTRACTOR school district to receive mental health services are as listed in Exhibit A-4 attached hereto. The addition or deletion of specific schools shall require written approval of COUNTY's DBH Director, or designee.

NON-ASSIGNMENT

No party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY.

HOLD-HARMLESS

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents and employees from any and all costs and expenses, including, without limitation, costs and fees of litigation, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, their officers, agents or employees under this Agreement.

CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California audit exceptions resulting from noncompliance herein on the part of CONTRACTOR.

INSURANCE

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

Commercial General Liability (CGL) or a Policy of Self Insurance

Commercial General Liability Insurance or a Policy of Self Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Five Million Dollars ($5,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

Automobile Liability

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

Real and Property Insurance

CONTRACTOR shall maintain a policy of insurance for all risk personal property coverage which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of the COUNTY purchase and owned property, at a minimum, as discussed in Section Twenty (21) of this Agreement.

All Risk Property Insurance

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

Professional Liability

If CONTRACTOR employs licensed professional staff (e.g., Ph.D., R.N., L.C.S.W., M.F.T.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, Three Million Dollars ($3,000,000) annual aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

E. Child Abuse/Molestation and Social Services Coverage

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

F. Worker's Compensation

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

G. Cyber Liability

Insurance appropriate to the CONTRACTOR's profession, with limits not less than Two Million Dollars ($2,000,000) per occurrence or claim, Two Million Dollars ($2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

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

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

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

LICENSES/CERTIFICATES

Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed. CONTRACTOR shall provide COUNTY DBH, monthly staffing reports indicating staff licenses are valid and current.

RECORDS

CONTRACTOR shall maintain records in accordance with Exhibit E, "Documentation Standards for Client Records", as referenced in Section One (1) of this Agreement. During site

visits, COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives. All medical records shall be maintained for a minimum of ten (10) years from the date of the end of this Agreement.

REPORTS

Outcome Reports

CONTRACTOR shall submit to COUNTY's DBH service outcome reports as requested by COUNTY's DBH. Outcome reports and outcome requirements are subject to change at COUNTY's DBH discretion. Outcome reports are further referenced in Exhibits A-1 and A-2.

Additional Reports

Monthly Reports - CONTRACTOR shall submit to COUNTY's DBH by the tenth (10th) of each month all monthly activity and budget reports for the preceding month. CONTRACTOR shall also furnish to COUNTY such statements, records, reports, data, and other information as COUNTY's DBH may request pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In addition, CONTRACTOR shall provide written notification and explanation to COUNTY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

Quarterly Report Progress Reports - CONTRACTOR shall complete Quarterly Report Progress updates showing the total number of clients served versus the target number of clients to be seen each quarter according to State DHCS Mental Health regulations in accordance with "Quarterly Progress Goals and Report". All quarterly reporting is to be submitted to the DBH's Contracted Services Unit within thirty (30) days of quarter ending for review by COUNTY's Contracted Services unit.

Cost Report

CONTRACTOR agrees to submit a complete and accurate detailed cost report to the COUNTY's DBH on an annual basis for each fiscal year ending June 30th in the format prescribed by the State DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. The cost report will be the source document for several phases of settlement with the State DHCS for the purposes of Short Doyle Medi-Cal reimbursement. CONTRACTOR shall report costs under their approved legal entity number established during the Medi-Cal certification process. The information provided applies to CONTRACTOR for

program related costs for services rendered to Medi-Cal and non Medi-Cal clients. The CONTRACTOR will remit a schedule to provide the required information on published charges for all authorized services. The report will serve as a source document to determine the CONTRACTOR's usual and customary charge prevalent in the public mental health sector that is used to bill the general public, insurers or other non-Medi-Cal third party payors during the course of business operations. CONTRACTOR must report all collections for Medi-Cal/Medicare services and collections. The CONTRACTOR shall also submit with the cost report a copy of the CONTRACTOR's general ledger that supports revenues and expenditures and reconciled detailed report of reported total units of services rendered under this Agreement to the units of services reported by CONTRACTOR to COUNTY'S electronic information system.

Each fiscal year ending June 30, CONTRACTOR shall remit a hard copy of their annual cost report with a signed cover letter and requested support documents to County of Fresno, Attention: DBH Cost Report Team, PO BOX 45003, Fresno CA 93718. In addition, CONTRACTOR shall remit an electronic copy or any inquiries to DBHcostreportteam@co.fresno.ca.us. COUNTY shall provide instructions of the cost report, cost report training, State DHCS cost report template worksheets, and deadlines to submit the cost reports as determined by the State each fiscal year.

All Cost Reports must be prepared in accordance with General Accepted Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and 5718(c). Unallowable costs such as lobbying or political donations must be deducted on the cost report and monthly invoice reimbursements.

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

Settlements with State Department of Health Care Services (DHCS) During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings related to the reimbursement provided under this Agreement. CONTRACTOR will participate in the several phases of settlements between COUNTY/CONTRACTOR and State DHCS. The phases of initial cost reporting for settlement according to State reconciliation of records for paid Medi-Cal services and audit settlement are: State DHCS audit 1) initial cost reporting - after an internal review by COUNTY, the COUNTY files the cost report with State DHCS on behalf of the CONTRACTOR's legal entity for the fiscal year; 2) Settlement –State reconciliation of records for

paid Medi-Cal services, approximately 18 to 36 months following the State close of the fiscal year, State DHCS will send notice for any settlement under this provision to the COUNTY; 3) Audit Settlement-State DHCS audit. After final reconciliation and settlement, DHCS may conduct a review of medical records, cost report along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow costs and/or units of services reported on the CONTRACTOR's legal entity cost report. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with CONTRACTOR until resolution of the appeal. State DHCS Audits will follow Federal Medicaid procedures for managing overpayments. If at the end of the Audit Settlement, the COUNTY determines that it overpaid the CONTRACTOR, it will require the CONTRACTOR to repay the Medi-Cal related overpayment back to the COUNTY.

Funds owed to COUNTY will be due within forty-five (45) days of notification by the 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 CONTRACTOR.

MONITORING

CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director and the State DHCS, or their designees, the right to review and monitor records, programs or procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement.

REFERENCES TO LAWS AND RULES

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

COMPLIANCE WITH MENTAL HEALTH PLAN COMPLIANCE PROGRAM, CODE OF CONDUCT AND ETHICS

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

shall certify in writing that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics.

CONTRACTOR understands that the promotion of and adherence to the Code of Conduct is an element in evaluating the performance of CONTRACTOR 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 the COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California 93703. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this Agreement.

COMPLIANCE WITH STATE MENTAL HEALTH REQUIREMENTS

CONTRACTOR recognizes that COUNTY operates its mental health programs under an agreement with the State of California DHCS, and that under said agreement the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere to all State requirements, including those identified in Exhibit G "State Mental Health Requirements", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall also file an incident report for all incidents involving clients/consumers, following the Protocol and using the Worksheet identified in Exhibit H, attached hereto and by this reference incorporated herein and made part of this Agreement.

COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS ORGANIZATIONAL PROVIDER STANDARDS/CLIENT GRIEVANCE PROCESS/CONTRACTOR RESOLUTION AND APPEALS PROCESS

CONTRACTOR shall be required to maintain organizational provider certification by Fresno County. CONTRACTOR must meet Medi-Cal organization provider standards as listed in Exhibit I, "Medi-Cal Organizational Provider Standards", attached hereto and incorporated herein and made part of this Agreement. It is acknowledged that all references to Organizational Provider and/or Provider in Exhibit I shall refer to CONTRACTOR. In addition, CONTRACTOR shall inform every client of their rights under the client grievance process and

CONTRACTOR resolution process in COUNTY's Mental Health Plan as described in Exhibit J, attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall also file an incident report for all incidents involving clients, following the Protocol and using the Worksheet identified in Exhibit H, attached hereto as identified in Section Eighteen (18) herein, or a protocol and worksheet presented by CONTRACTOR that is accepted by COUNTY's DBH Director, or designee.

CONFIDENTIALITY

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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

COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of PHI pursuant to 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 CONTRACTOR to enter into a contract 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€ of the Code of Federal Regulations.

DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to

protect the confidential information provided to CONTRACTOR by the COUNTY, including but not limited to the following:

CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

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

- CONTRACTOR has received authorization by COUNTY for telecommuting purposes;
- Current virus protection software is in place;
- Mobile device has the remote wipe feature enabled/ and
- A secure connection is used.

CONTRACTOR-Owned Computers or Computer Peripherals

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

COUNTY-Owned Computer Equipment

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

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

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

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

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

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

PROPERTY OF COUNTY

COUNTY and CONTRACTOR recognizes that fixed assets are tangible and intangible property obtained or controlled under COUNTY's Mental Health Plan for use in operational capacity and will benefit COUNTY for a period more than one year. Depreciation of the qualified items will be on a straight-line basis.

For COUNTY purposes, fixed assets must fulfill three (2) qualifications:

- Asset must have life span of over one (1) year.
- The asset is not a repair part
- The asset must be valued at or greater than the capitalization thresholds for the asset type

Asset type	**Threshold**
Land	$0
Buildings and improvements	$100,000
Infrastructure	$100,000
Be tangible	$5,000
Equipment	
Vehicles	

Or intangible asset	$100,000
Internally generated software	
Purchased software	
Easements	
Patents	
And capital lease	$5,000

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset it will be tagged with a COUNTY program number. A Fixed asset log, attached hereto as Exhibit K and Exhibit K-1, incorporated herein and made part of this Agreement, will be maintained by COUNTY's Asset Management System and annualy inventoried until the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DBH Asset Inventory System.

Certain purchases less than Five Thousand and No/100 Dollars ($5,000.00) but more than One Thousand and No/100 Dollars ($1,000.00), with over one (1) year life span, and are mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR shall maintain a tracking system on the items and are not required to be capitalize or depreciated. The items are subject to annual inventory for compliance.

Assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this Agreement CONTRACTOR shall be physically present when fixed and inventoried assets are returned to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY owned undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the assets at the expiration or termination of this Agreement.

CONTRACTOR further agrees to the following:

To maintain all items of equipment in good working order and condition, normal wear and tear is expected;

To label all items of equipment with COUNTY assigned program number, to perform periodic inventories as required by COUNTY and to maintain an inventory list showing where and how the equipment is being used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY within ten (10) days of any request therefore; and

To report in writing to COUNTY immediately after discovery, the lost or theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to COUNTY.

The purchase of any equipment by CONTRACTOR with funds provided hereunder shall require the prior written approval of COUNTY's DBH Director or designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's services or activity under the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from the COUNTY's DBH Director or designee.

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

NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) CONTRACTOR shall include the Non-Discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

CULTURAL COMPETENCY

As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

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

Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP consumers, including, but not limited to, assessing the cultural and linguistic needs of its consumers, training of staff on the policies and procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must include ensuring compliance of any sub-contracted providers with these requirements.

CONTRACTOR shall not use minors as interpreters.

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

In compliance with the State mandated Culturally and Linguistically Appropriate Services standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR's plan to address all fifteen national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services (CLAS)" (http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf). COUNTY's annual on-site review of CONTRACTOR shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, CONTRACTOR's plan must be updated accordingly. Cultural competency training for CONTRACTOR staff should be substantively integrated into health professions education and training at all levels, both academic and functional, including core curriculum, professional licensure, and continuing professional development programs. CONTRACTOR on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that shows all CONTRACTOR staff cultural competency trainings completed.

F. CONTRACTOR shall be responsible for conducting an annual cultural competency self-assessment and provide the results of said self-assessment to the COUNTY'S DBH. The annual cultural competency self-assessment instruments shall be reviewed by the COUNTY and revised as necessary to meet the approval of the COUNTY.

G. CONTRACTOR shall attend the County's Cultural Diversity Committee monthly meetings, maintain its own cultural competence oversight committee, and develop a cultural competency plan to address and evaluate cultural competency issues

AMERICANS WITH DISABILITIES ACT

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

TAX EQUITY AND FISCAL RESPONSIBILITY ACT

To the extent necessary to prevent disallowance of reimbursement under section 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR under this Agreement.

CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

SINGLE AUDIT CLAUSE

If CONTRACTOR expends Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR must include a corrective action plan signed by an authorized individual.

CONTRACTOR 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 Business Office, 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 CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

A single audit report is not applicable if CONTRACTOR's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars ($750,000.00) requirement or CONTRACTOR'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 CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's DBH Business Office, 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 CONTRACTOR 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 the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

CONTRACTOR shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

29. ASSURANCES

In entering into this Agreement, CONTRACTOR certifies that it, nor any of its officers, are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs: that it, nor any of its officers, have not been convicted of a criminal offense related to the provision of health care items or services; nor has it, or any of its officers, been reinstated to participate in the Federal Health Care Programs after a period of

exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

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

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

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

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

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

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

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

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

PUBLICITY PROHIBITION

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (*i.e.,* purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section One (1) of this

Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director or designee and at a cost to be provided in Exhibit C, for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

31. COMPLAINTS

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

Within ten (10) days after each incident or complaint affecting COUNTY-sponsored clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit J. CONTRACTOR shall file an incident report for all incidents involving clients, following the protocol and using the worksheet identified in Exhibit H.

DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

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

In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the following information must be disclosed by CONTRACTOR by completing Exhibit L, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit L, "Disclosure of Ownership and Control Interest Statement."

CONTRACTOR is required to submit a set of fingerprints for any person with a five percent (5%) or greater direct or indirect ownership interest in CONTRACTOR. COUNTY may terminate this Agreement where any person with a five percent (5%) or greater direct or indirect ownership interest in the CONTRACTOR and did not submit timely and accurate information and cooperate with any screening method required in CFR, Title 42, Section 455.416. Submissions shall be scanned pdf copies and are to be sent via email to DBHAdministration@co.fresno.ca.us, Attention: Contracts Administration.

COUNTY may deny enrollment or terminate this Agreement where any person with a five percent (5%) or greater direct or indirect ownership interest in CONTRACTOR 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.

DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

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

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

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

Disclosure of the above information will not automatically eliminate CONTRACTOR 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 a CONTRACTOR elects to submit with the disclosed information will be considered. If it is later determined that the CONTRACTOR failed to disclose required information, any contract awarded to such CONTRACTOR may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit M, attached hereto and by this reference incorporated herein and made part of this Agreement. Additionally, CONTRACTOR must immediately advise the COUNTY's DBH in writing if, during the term of this Agreement: (1) CONTRACTOR 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 CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the 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.

DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

SUBCONTRACTS

CONTRACTOR shall obtain written approval from COUNTY's DBH Director, or designee, before subcontracting any of the services delivered under this Agreement. COUNTY's DBH 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. CONTRACTOR 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 DBH Director, or

designee. The use of subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation that is provided for under this Agreement.

AUDITS AND INSPECTIONS

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

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

NOTICES

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

COUNTY	**CONTRACTOR**
Director, Fresno County	Superintendent
Department of Behavioral Health	Fresno County Superintendent of Schools
1925 E Dakota Avenue	1111 Van Ness Avenue
Fresno, CA 93726	Fresno, CA 93712

Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

GOVERNING LAW

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

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

SUPERSEDE

This Agreement shall supersede in its entirety and render null and void the Agreement between the parties for the services identified in COUNTY Agreement No. 15-209, effective upon execution of this Agreement.

ENTIRE AGREEMENT

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

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

CONTRACTOR:

FRESNO COUNTY SUPERINTENDENT

OF SCHOOLS

By: _____

Print Name: _____

Title: _____

Fresno County Superintendent of Schools or Authorized Designee

COUNTY OF FRESNO

By: _____

Sal Quintero, Chairperson of the Board of Supervisors of the County of Fresno

Date: _____

ATTEST:

Bernice E. Seidel,

Clerk of the Board of Supervisors

County of Fresno, State of California

By: _____

Deputy

Date: _____

Mailing Address:

Fresno County Superintendent of Schools

1111 Van Ness Avenue

Fresno, CA, 93711

Contact/Phone: Jim Yovino, Superintendent/559-265-3010, ext 3210

FOR ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000

Account/Program: 7295/0

Organization/Cost Centers: 56304324/4325

FY 2018-19 $7,808,086, FY 2019-20 $17,000,168, FY 2020-21 $22,579,600

FY 2021-22 $28,475,664, FY 2022-23 $35,347,459

F-4: Sample Agreement with Short Term Residential Therapeutic Programs (STRTP)

MASTER AGREEMENT - 18-418

This Agreement is made and entered into this _____ day of _____, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each CONTRACTOR listed in Exhibit A "List of Contractors", attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTORS", and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR, unless otherwise specified.

W I T N E S S E T H:

WHEREAS, Assembly Bill 403 provides for the discontinuation of the Rate Classification Level (RCL) system for group homes, the creation of the Short-Term Residential Treatment Program (STRTP) licensing category, and requires existing group homes to become licensed as an STRTP by December 31, 2018; and

WHEREAS, Assembly Bill 1997 provides that a licensed STRTP shall provide or ensure access to specialty mental health services to youth and non-minor dependents placed in their care and has twelve (12) months from the date of licensure to obtain local mental health program approval, including Medi-Cal site certification by said local Mental Health Plan, in order to provide said specialty mental health services; and

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

WHEREAS, Fresno County youth and non-minor dependents placed in an STRTP within Fresno County, an STRTP outside Fresno County, or a group home located outside the State of California, are in need of specialty mental health services; and

WHEREAS, Assembly Bill 403 requires that the certification standards applicable to out-of-state group homes be those required of an STRTP; and

WHEREAS, CONTRACTOR(S) are qualified and willing to provide said services pursuant to the terms and conditions of this Agreement; and

WHEREAS, this Agreement shall supersede the Agreement between the COUNTY and RCL 12, 13, and 14 group homes identified as COUNTY Agreement No. 14-313-1 as of December 31, 2018; and

WHEREAS, RCL 12, 13, and 14 group homes currently parties to Agreement 14-313-1 may continue to provide services under said Agreement until STRTP licensure is achieved and mental health program approval is obtained, or until December 31, 2018, whichever applies sooner.

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

SERVICES

CONTRACTOR(S) shall perform all services and fulfill all responsibilities identified in Exhibit B, "Program Overview", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR's shall also perform all services and fulfill all responsibilities as set forth in their individual "Summary of Services," as approved by the COUNTY Mental Health Plan (MHP), attached hereto as Exhibits B-1, *et seq.* and incorporated herein by reference.

CONTRACTOR(S) operating within Fresno County shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit C, "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.

CONTRACTOR(S) operating outside of Fresno County shall obtain and maintain mental health program approval by their local MHP or the State Department of Health Care Services (DHCS).

CONTRACTOR(S) operating outside the State of California shall meet STRTP licensure standards.

CONTRACTOR(S) shall send to COUNTY's DBH upon execution of this Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their clinical program. Recruitment and retaining clinical leadership with the clinical competencies to oversee services based on the level of care and program design presented herein shall be included in this plan.

It is the expectation of the COUNTY that CONTRACTOR(S) provide timely access to services that meet the State of California standards for care.

CONTRACTOR(S) shall provide non-urgent care services within ten (10) business days from request/referral to first appointment.

CONTRACTOR(S) shall provide psychiatry services within fifteen (15) business days from request/referral to first appointment.

CONTRACTOR(S) shall provide urgent services as soon as needed based on each client's needs.

CONTRACTOR(S) shall track timeliness of services to clients and provide a monthly report showing the monitoring or tracking tool that captures this data. COUNTY and

CONTRACTOR(S) shall meet to go over this monitoring or tracking tool that captures this data.

COUNTY and CONTRACTOR(S) shall meet to go over this monitoring tool on a monthly basis as needed.

COUNTY shall take corrective action if there is a failure to comply by CONTRACTOR(S) with the above timely access standards.

CONTRACTOR(S) shall also provide tracking tools and measurements for effectiveness, efficiency, access, and client satisfaction indicators as required by the Commission on Accreditation of Rehabilitation Facilities (CARF) standards and as further detailed in Exhibits B-1, *et seq.* Documentation for these four (4) indicators shall include the following data: to whom the indicator applied, who is responsible for collecting the data, time of measure, data source, and target goal expectancy.

CONTRACTOR(S) located within the State of California shall utilize the California Child and Adolescents Needs and Strengths (CANS-50) and Pediatric Symptom Checklist – parent/caregiver version (PSC-35) tools to measure child and youth functioning, as intended by W&IC Section 14707.5. CONTRACTOR(S) shall complete the CANS-50 and parents/caregivers will complete the PSC-35 for children and youth, up to age eighteen (18). These tools shall be completed at the beginning of treatment, every six (6) months following the first administration, and at the end of treatment. Facilitators of these tools shall be trained by a CANS-certified trainer approved by the State. Training for the PSC-35 is not required by the State of California.

It is acknowledged by all parties hereto that COUNTY's DBH Administrative units shall monitor the services provided by CONTRACTOR(S), as specified herein.

CONTRACTOR(S) shall participate in periodic workgroup meetings including staff from COUNTY's DBH as well as staff from COUNTY's Departments of Social Services and/or Probation. The meetings shall be held at a frequency agreed upon between COUNTY and CONTRACTOR(S), to discuss program requirements, data reporting, outcomes measurement, training, policies and procedures, and overall program operations.

It is acknowledged by all parties hereto that upon execution of this Agreement, CONTRACTOR(S)' service site shall be identified in Exhibits B-1, *et seq*. Any change to CONTRACTOR(S) location of the service site may be made only upon thirty (30) days advance written notification to COUNTY's DBH Director and upon written approval from COUNTY's DBH Director, or his or her designee. It is understood that any new service site for CONTRACTOR(S) who are already part of this Agreement must receive Medi-Cal site certification before CONTRACTOR(S) provide services under this Agreement at the new service site.

CONTRACTOR(S) shall maintain requirements as Organizational Providers throughout the term of this Agreement, as described in Section Eighteen (18) of this Agreement. If for any reason, this status is not maintained, the COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

CONTRACTOR(S) agree that prior to providing services under the terms and conditions of this Agreement, CONTRACTOR(S) shall have appropriate staff hired and in place for program services and operation or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate this Agreement in accordance with Section Three (3) of this Agreement.

COUNTY does not guarantee a minimum amount of services to CONTRACTOR(S). COUNTY will refer/place clients at CONTRACTOR(S)' facilities based upon COUNTY's needs and appropriateness of placement.

2. TERM

The term of this Agreement shall be for a period of three (3) years commencing upon execution through and including June 30, 2021. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The DBH Director, or his or her designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

CONTRACTOR(S) added to this Agreement after the execution date shall become part of the Agreement effective upon the date the executed signature page is received and approved by the COUNTY's DBH Director, or his or her designee, as set forth in Section Eleven (11) of this Agreement.

The June 30 termination date specified herein shall be the termination date for all CONTRACTOR(S), regardless of when CONTRACTOR is added to this Agreement. Any twelve (12) month renewal period of this Agreement for any CONTRACTOR already providing services under this Agreement shall commence on July 1st of the then current fiscal year.

3. TERMINATION

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

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

1) An illegal or improper use of funds;

2) A failure to comply with any term of this Agreement;

3) A substantially incorrect or incomplete report submitted to the COUNTY;

4) Improperly performed service.

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

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

4. COMPENSATION

COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agrees to receive compensation based on rates per service modality. Said specialty mental health services and their corresponding rates shall be referenced within each CONTRACTOR(S)' respective Rate Sheets, as represented in Exhibit D-1, *et seq.*

Compensation by COUNTY to CONTRACTOR(S) for placement is not provided for under this Agreement.

A. Annual Contract Amounts

For fiscal year (FY) July 1, 2018 through June 30, 2019, in no event shall the maximum compensation amount under this Agreement exceed Nine Hundred Thousand and No/100 Dollars ($900,000.00) for all CONTRACTOR(S) combined.

For FY July 1, 2019 through June 30, 2020, in no event shall the maximum compensation amount under this Agreement exceed Nine Hundred Thousand and No/100 Dollars ($900,000.00) for all CONTRACTOR(S) combined.

For FY July 1, 2020 through June 30, 2021, in no event shall the maximum compensation amount under this Agreement exceed Nine Hundred Thousand and No/100 Dollars ($900,000.00) for all CONTRACTOR(S) combined.

If this Agreement is extended for an additional twelve (12) month renewal period for FY July 1, 2021 through June 30, 2022, in no event shall the maximum compensation amount under this Agreement exceed Nine Hundred Thousand and No/100 Dollars ($900,000.00) for all CONTRACTOR(S) combined.

If this Agreement is extended for an additional twelve (12) month renewal period for FY July 1, 2022 through June 30, 2023, in no event shall the maximum compensation amount under this Agreement exceed Nine Hundred Thousand and No/100 Dollars ($900,000.00) for all CONTRACTOR(S) combined.

The maximum amounts paid to each CONTRACTOR(S) identified in this Agreement shall be as stated in the individual CONTRACTOR(S)'s "Summary of Services" documents approved by the COUNTY's DBH Director, or his or her designee, as attached in Exhibits B-1 *et seq.*

B. Maximum Compensation Amounts

In no event shall the total maximum compensation amount under this Agreement for FY 2018-19, FY 2019-20, and FY 2020-21 combined exceed Two Million, Seven Hundred Thousand and No/100 Dollars ($2,700,000.00) for all CONTRACTOR(S) combined.

If performance standards are met and this Agreement is extended for an additional twelve (12) month term pursuant to Section 3, TERM, herein, then in no event shall the total maximum compensation amount under this Agreement for FY 2018-19, FY 2019-20, FY 2020-21, and FY 2021-22 exceed Three Million, Six Hundred Thousand and No/100 Dollars ($3,600,000.00) for all CONTRACTOR(S) combined.

If performance standards are met and this Agreement is extended for an additional twelve (12) month term pursuant to Section 3, TERM, herein, then in no event shall the total maximum compensation amount under this Agreement for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, and FY 2022-23 exceed Four Million, Five Hundred Thousand and No/100 Dollars ($4,500,000.00) for all CONTRACTOR(S) combined.

It is understood that all expenses incidental to CONTRACTOR(S) performance of services under this Agreement shall be borne by CONTRACTOR(S). If CONTRACTOR(S) fails to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

Payments shall be made by COUNTY to CONTRACTOR(S) in arrears, for specialty mental health services provided during the preceding month, within forty-five (45) days after the date of receipt and approval by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be made after receipt and verification of specialty mental health services provided in the performance of this Agreement, in accordance with the individual "Summary of Services" as provided for in Exhibits B-1 *et seq.,* and shall be documented to COUNTY on a monthly basis by the tenth (10^{th}) of the month following the month of said service provision.

COUNTY shall not be obligated to make any payments under this Agreement if the request for payment is received by COUNTY more than sixty (60) days after this Agreement has terminated or expired.

COUNTY shall make payments under this Agreement for out-of-county youth placed in a facility located within Fresno County, when Presumptive Transfer, defined by Assembly Bill 1299 (AB 1299), is granted. Presumptive Transfer is the process by which the responsibility for the provision of, or arrangement and payment for, specialty mental health services from the county of original jurisdiction to the county in which the foster child resides. In the event that a Waiver to Presumptive Transfer is approved, then COUNTY shall not be responsible for compensating the CONTRACTOR(S) for the specialty mental health services provided to out-of-county foster care clients placed in their facility. Presumptive Transfer only applies to children and youth who reside within the State of California and does not apply to children and youth placed out-of-state.

All final invoices and/or any final budget modification requests shall be submitted by CONTRACTOR(S) within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY on invoices submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR(S) pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

The services provided by CONTRACTOR(S) under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payments to CONTRACTOR(S). The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

CONTRACTOR(S) shall be held financially liable for any and all future disallowances/audit exceptions due to CONTRACTOR(S) deficiency discovered through the applicable State's audit process and MHP's utilization review process during the course of the Agreement. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR(S). CONTRACTOR(S) shall not receive reimbursement for any units of services rendered that are disallowed or denied by the applicable MHP utilization review process or through the State Department of Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients.

5. INVOICING

A. CONTRACTOR(S) shall invoice COUNTY in arrears by the tenth (10^{th}) of each month for specialty mental health services provided during the prior month to DBHInvoices@co.fresno.ca.us and a carbon copy to the assigned DBH Mental Health Contracts Staff Analyst. After CONTRACTOR(S) renders service to referred clients, CONTRACTOR(S) shall

invoice COUNTY for payment, certify the expenditure, and submit electronic claiming into COUNTY's electronic information system for all clients, including those eligible for Medi-Cal as well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit. Invoices and reports shall be in such detail as acceptable to COUNTY's DBH, as described in this section. Reports shall be in such detail as acceptable to COUNTY's DBH, as described herein and in Section Fourteen (14) of this Agreement. Additionally, invoices and supporting documentation may be mailed to: County of Fresno, Department of Behavioral Health, Contracted Services Division, 3133 N. Millbrook, Fresno, CA 93703, Attention: STRTP Contract Analyst. No reimbursement for services shall be made until the invoice and report is received, verified, and approved by COUNTY's DBH.

B. CONTRACTOR(S) shall submit to COUNTY by the tenth (10^{th}) of each month, an itemized invoice detailing all services and work performed herein at the rates identified in their respective Exhibit D-1, *et seq.* Billing information must include the client's name, patient ID number, date of service, type of mental health service provided, duration of service, client's International Classification of Diseases (ICD) diagnosis, service provider name, units of service provided, rate of service provided, and actual amount of service. No reimbursement for services shall be made until the invoice, claims certification, and back-up documentation is received, verified and approved by COUNTY's DBH. COUNTY's DBH must pay CONTRACTOR before submitting claims to DHCS for Federal and State reimbursement for Medi-Cal eligible clients.

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

CONTRACTOR(S) must report all third party collections from other funding sources such as private insurance, client private pay or any other third party. COUNTY expects the invoice for reimbursement to equal the amount due CONTRACTOR less any funding sources

not eligible for Federal reimbursement and any other revenues generated by CONTRACTOR (i.e., private insurance, etc).

CONTRACTOR(S) shall submit monthly staffing reports that identify all direct service and support staff, applicable licensure/certifications, and full time hours worked to be used as a tracking tool to determine if CONTRACTOR(S)'s program is staffed according to the services provided under this Agreement.

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

CONTRACTOR(S) is responsible for collection and managing data in a manner to be determined by DHCS and the DBH MHP in accordance with applicable rules and regulations. COUNTY's electronic information system is a critical source of information for purposes of monitoring and obtaining reimbursement. CONTRACTOR(S) must attend the COUNTY DBH's Business Office training on documentation and billing and related cost reporting.

CONTRACTOR(S) shall submit service data into COUNTY's electronic information system within thirty (30) calendar days from the date services were rendered. Federal and State reimbursement for Medi-Cal specialty mental health services is based on public expenditures certified by the CONTRACTOR(S). CONTRACTOR(S) must submit a signed certified public expenditure report in the monthly invoice. DHCS expects the claim for Federal and State reimbursement to equal the amount the COUNTY paid the CONTRACTOR(S) for the services rendered less any funding sources not eligible for Federal reimbursement.

CONTRACTOR(S) must provide all necessary data to allow the COUNTY to bill Medi-Cal, and any other third-party source, for services and meet State and Federal reporting requirements. The necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into COUNTY's electronic information system; 2) providing an electronic file compatible with COUNTY's electronic information system; or 3) integration between COUNTY's electronic information system and CONTRACTOR(S)' information system(s).

If a Medi-Cal client has dual coverage, such as other health coverage (OHC), the CONTRACTOR(S) will be responsible for billing the carrier and obtaining a payment/denial or have validation of claiming with no response ninety (90) days after the claim was mailed. CONTRACTOR(S) must report all revenue collected from OHC, third-party, or private-pay in each monthly invoice and in the cost report that is required to be submitted. A copy of explanation of benefits or CWM 1500 is required as documentation. CONTRACTOR(S) must comply with all laws and regulations governing 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 Centers for Medicare and Medicaid Services as they relate to participation, coverage and claiming reimbursement. CONTRACTOR(S) will be responsible for compliance as of the effective date of each federal, state or local law or regulation specified.

Data entry into COUNTY's electronic information system shall be the responsibility of the CONTRACTOR(S). The direct specialty mental health services data must be reconciled by the CONTRACTOR(S) to the monthly invoices submitted for payment. COUNTY shall monitor the volume of services and cost of services entered into the COUNTY's electronic information system. Any and all audit exceptions resulting from the provision and reporting of Medi-Cal services by CONTRACTOR(S) shall be the sole responsibility of the CONTRACTOR(S). CONTRACTOR(S) will comply with all applicable policies, procedures, directives and guidelines regarding the use of COUNTY's electronic information system.

Medi-Cal Certification and Mental Health Plan Compliance

CONTRACTOR(S) located within California shall establish and maintain Medi-Cal certification or become certified within ninety (90) days of the start of each CONTRACTOR's term within this Agreement, through COUNTY prior to provide reimbursable services to Medi-Cal eligible clients. Initial Medi-Cal certification for STRTP Facilities that have just obtained licensure shall be established during the subsequent STRTP's mental health program approval. In addition, CONTRACTOR(S) located within the County of Fresno shall work with the COUNTY's DBH to execute the process if not currently certified by COUNTY for credentialing of staff.

If a Waiver of Presumptive Transfer applies, then staff of CONTRACTOR(S) located outside of Fresno County shall work with the COUNTY's DBH to execute the process for credentialing of staff.

For CONTRACTOR(S) located within the State of California, service location must be approved by the COUNTY's DBH during the Medi-Cal certification process. During this process, the CONTRACTOR(S) will obtain a legal entity number established by the DHCS, a requirement for maintaining COUNTY's MHP organizational provider status throughout the term of this Agreement. CONTRACTOR(S) will be required to receive MHP approval and become Medi-Cal certified prior to providing services to Medi-Cal eligible clients and seeking reimbursement from the COUNTY. CONTRACTOR(S) will not be reimbursed by COUNTY for any services rendered prior to certification. If CONTRACTOR(S) have received Medi-Cal certification/MHP approval from their host county, then a copy of the approval must be provided to COUNTY.

CONTRACTOR(S) located out-of-state must submit documentation equivalent to the above that is required by the State in which the CONTRACTOR(S) provide services.

CONTRACTOR(S)' shall provide specialty mental health services in accordance with the COUNTY's MHP. CONTRACTOR(S) must comply with the "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set forth in Exhibit E, attached hereto and incorporated herein by reference.

CONTRACTOR(S) may provide direct specialty mental health services using unlicensed staff as long as the individual is approved as an Organizational Provider by the COUNTY's MHP, is supervised by licensed staff who met the Board of Behavioral Sciences requirements for supervision, works within his/her scope, and only delivers allowable direct specialty mental health services. Unlicensed staff must also be credentialed by COUNTY's DBH Managed Care.

It is understood that each service is subject to audit for compliance with Federal and State regulations and that COUNTY may be making payments in advance of said review. In the event that a service is disapproved, COUNTY may, at its sole discretion, withhold compensation or offset from other payments due, the amount of said disapproved services. CONTRACTOR(S) shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

6. INDEPENDENT CONTRACTOR

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

Because of its status as an independent contractor, CONTRACTOR(S) shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR(S) shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR(S) shall be solely

responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR(S') employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR(S) may be providing services to others unrelated to COUNTY or to this Agreement.

7. MODIFICATION

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

Notwithstanding the above, changes to services and responsibilities of the CONTRACTOR(S) and changes to staffing, as set forth in Exhibits B-1 *et seq*., as needed, to accommodate changes in the law relating to STRTPs and/or specialty mental health treatment, may be made with the signed written approval of COUNTY's DBH Director, or his or her designee, and CONTRACTOR(S) through an amendment approved by County Counsel and the COUNTY's Auditor-Controller/Treasurer-Tax Collector's Office.

In addition, changes to the volume of units of services/types of service units, and changes to the service rate to be provided, as set forth in Exhibits D-1 *et seq.,* may be made with the written approval of COUNTY's DBH Director, or his or her designee, and the individual CONTRACTOR. Maximum compensation amounts payable to each CONTRACTOR may be modified with the written approval of COUNTY's DBH Director, or his or her designee.

Said modifications to service volume/types of service units, summary of services, and maximum compensation amounts payable per CONTRACTOR shall not result in any change to the total combined maximum compensation amount payable to all CONTRACTORS under this Master Agreement, as stated herein.

8. NON-ASSIGNMENT

COUNTY and CONTRACTOR(S) shall not assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY and the individual CONTRACTOR seeking to make such assignment.

9. HOLD-HARMLESS

CONTRACTOR(S) agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents and employees from any and all costs and expenses,

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

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

10. INSURANCE

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

A. Commercial General Liability

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

B. Automobile Liability

ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage. If CONTRACTOR'(S) employees are not covered by CONTRACTOR'(S) automobile liability insurance policy, CONTRACTOR shall ensure that each employee as part of this Agreement procures and maintains their own private vehicle coverage in force during the term of this Agreement, at the employee's sole cost and expense.

C. Professional Liability

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

aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of five (5) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Real and Property Insurance

CONTRACTOR(S) shall maintain a policy of insurance for all risk personal property coverage which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of the COUNTY purchase and owned property, at a minimum, as discussed in Section Twenty (20) of this Agreement.

All Risk Property Insurance

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

E. Worker's Compensation

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

Child Abuse/Molestation and Social Services Coverage

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

Waiver of Subrogation

CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

11. ADDITIONS/DELETIONS OF CONTRACTORS

COUNTY's DBH Director, or his or her designee, reserves the right at any time during the term of this Agreement to add new CONTRACTOR(S) to those listed in Exhibit A. It is understood any such additions will not affect compensation paid to any other CONTRACTOR,

and therefore such additions may be made by COUNTY without notice to or approval of the other CONTRACTOR(S) under this Agreement. These same provisions shall apply to the deletion of any CONTRACTOR(S) contained in Exhibit A, except that deletions shall be by written mutual agreement between the COUNTY and the particular CONTRACTOR to be deleted, or shall be in accordance with the provisions of Section Three (3) of this Agreement.

12. LICENSES/CERTIFICATES

Throughout the term of this Agreement, CONTRACTOR(S) and CONTRACTOR(S)' staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. CONTRACTOR(S) shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR(S) and CONTRACTOR(S)'s staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

13. RECORDS

CONTRACTOR(S) shall maintain records in accordance with COUNTY's "Documentation Standards for Client Records," attached hereto as Exhibit F and incorporated herein by reference. During site visits, COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives. All medical records shall be maintained for a minimum of ten (10) years from the date of the end of the Agreement.

14. REPORTS

Cost Report

CONTRACTOR(S) agrees to submit a complete and accurate detailed cost report on an annual basis for each fiscal year ending June 30th in the format prescribed by the DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. The cost report will be the source document for several phases of settlement with the DHCS for the purposes of Short Doyle Medi-Cal reimbursement.

CONTRACTOR(S) shall report costs under their approved legal entity number established during the Medi-Cal certification process. The information provided applies to CONTRACTOR(S)

for program related costs for services rendered to Medi-Cal and non-Medi-Cal. CONTRACTOR(S) will remit a schedule to provide the required information on published charges (PC) for all authorized services. The report will serve as a source document to determine their usual and customary charge prevalent in the public mental health sector that is used to bill the general public, insurers, or other non-Medi-Cal third party payers during the course of business operations.

CONTRACTOR(S) must report all collections for Medi-Cal/Medicare services and collections. The CONTRACTOR(S) shall also submit with the cost report a copy of the CONTRACTOR(S)' general ledger that supports revenues and expenditures and reconciled detailed report of reported total units of services rendered under this Agreement to the units of services reported by CONTRACTOR(S) to COUNTY'S data system.

Cost Reports must be submitted to the COUNTY as a hard copy with a signed cover letter and electronic copy of completed DHCS cost report form along with requested support documents following each fiscal year ending June 30th. During the month of September of each year this Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates the training session, DHCS cost report template worksheets, and deadlines to submit, as determined by State annually. CONTRACTOR(S) shall remit a hard copy of cost report to County of Fresno, Attention: Cost Report Team, PO BOX 45003, Fresno CA 93718. CONTRACTOR(S) shall remit the electronic copy or any inquiries to DBHcostreportteam@co.fresno.ca.us

All Cost Reports must be prepared in accordance with General Accepted Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and 5718(c). Unallowable costs such as lobby or political donations must be deducted on the cost report and invoice reimbursement

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

Settlements with State Department of Health Care Services (DHCS)

During the term on this Agreement and thereafter, COUNTY and CONTRACTOR(S) agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings related to the Medi-Cal and EPSDT reimbursements. CONTRACTOR(S) will participate in the several phases of settlements between COUNTY/CONTRACTOR and DHCS. The phases

are initial cost reporting for settlement, settlement according to State reconciliation of records for paid Medi-Cal services and audit settlement-State DHCS audit:

1) initial cost reporting - after an internal review by COUNTY, the COUNTY files cost report with State DHCS on behalf of the CONTRACTOR's legal entity for the fiscal year;

2) Settlement –State reconciliation of records for paid Medi-Cal services, approximately eighteen (18) to thirty-six (36) months following the State close of the fiscal year, DHCS will send notice for any settlement under this provision will be sent to the COUNTY;

3) Audit Settlement-State DHCS audit. After final reconciliation and settlement DHCS may conduct a review of medical records, cost reports along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow cost and/or unit of service reported on the CONTRACTOR(S)' legal entity cost report.

COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with CONTRACTOR(S) until resolution of the appeal. DHCS Audits will follow federal Medicaid procedures for managing overpayments.

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

Funds owed to COUNTY will be due within forty-five (45) days of notification by the COUNTY, or COUNTY shall withhold future payments until all excess funds have been recouped by means of an offset against any payments then or thereafter owing to CONTRACTOR(S) under this or any other Agreement.

Outcome Reports

CONTRACTOR(S) shall submit to COUNTY outcome reports, as requested.

Additional Reports

In addition, CONTRACTOR(S) shall also furnish to COUNTY such statements, records, reports, data, and other information as COUNTY may request pertaining to matters covered by this Agreement. In the event that CONTRACTOR(S) fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In addition, CONTRACTOR(S) shall provide written

notification and explanation to COUNTY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

15. MONITORING

CONTRACTOR(S) agrees to extend to COUNTY's staff, COUNTY's DBH Director and DHCS, or their designees, the right to review and monitor records, program or procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR(S)' program, in order to ensure compliance with the terms and conditions of this Agreement.

16. REFERENCES TO LAWS AND RULES

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

17. COMPLIANCE WITH STATE REQUIREMENTS

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

18. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR(S) shall be required to maintain organizational provider certification by Fresno County. CONTRACTOR(S) must meet Medi-Cal organization provider standards as listed in Exhibit H, "Medi-Cal Organizational Provider Standards," attached hereto and by this reference incorporated herein and made part of this Agreement. It is acknowledged that all references to Organizational Provider and/or Provider in Exhibit H shall refer to CONTRACTOR(S). In addition, CONTRACTOR(S) shall inform every client of their rights under the COUNTY's Mental Health Plan as described in Exhibit I, "Fresno County Mental Health Plan Grievances and Appeals Process," attached hereto and by this reference incorporated herein and made part of this Agreement.

CONTRACTOR shall also file an incident report for all incidents involving clients, following the DBH's "Incident Reporting and Intensive Analysis" policy and procedure guide and using the "Incident Report" Worksheet identified in Exhibit J, attached hereto and by this reference incorporated herein and made part of this Agreement, or a protocol and worksheet

presented by CONTRACTOR(S) that is accepted by COUNTY's DBH Director, or his or her designee.

19. CONFIDENTIALITY

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

20. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

COUNTY and CONTRACTOR(S) 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 as required by law.

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

COUNTY and CONTRACTOR(S) 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 CONTRACTOR(S) to enter into a contract 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 (CFR).

21. DATA SECURITY

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

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

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

- CONTRACTOR(S) has received authorization by COUNTY for telecommuting purposes;
- Current virus protection software is in place;
- Mobile device has the remote wipe feature enabled; and
- A secure connection is used.

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

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

C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

22. NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR(S) and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status.

CONTRACTOR(S) shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR(S) and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12800 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

CONTRACTOR(S) shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

CONTRACTOR(S) and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105). CONTRACTOR(S) shall include the Non-Discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

23. CULTURAL COMPETENCY

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

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

B. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP consumers, including, but not limited to, assessing the cultural and linguistic needs of its consumers, training of staff on the policies and procedures, and monitoring its language assistance program. The CONTRACTOR(S)'s procedures must include ensuring compliance of any sub-contracted providers with these requirements.

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

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

E. In compliance with the State mandated Culturally and Linguistically Appropriate Services standards as published by the Office of Minority Health, CONTRACTOR(S) must submit to COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR(S)'s plan to address all fifteen national cultural competency standards as set forth in Exhibit K, "National Standards on Culturally and Linguistically Appropriate Services (CLAS)" (http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport/pdf), attached hereto and by this reference incorporated herein. COUNTY's annual on-site review of CONTRACTOR(S)

shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, CONTRACTOR(S)' plan must be updated accordingly. Cultural competency training for CONTRACTOR(S)'s staff should be substantively integrated into health professions education and training at all levels, both academic and functional, including core curriculum, professional licensure, and continuing professional development programs. CONTRACTOR(S) on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that shows all CONTRACTOR(S) staff cultural competency trainings completed.

24. AMERICANS WITH DISABILITIES ACT

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

25. CONFLICT OF INTEREST

No officer, agent, or employee of COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of COUNTY shall be employed by CONTRACTOR(S) to fulfill any contractual obligations with COUNTY.

CONTRACTOR(S) shall also comply with all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of COUNTY.

26. CHARITABLE CHOICE

CONTRACTOR(S) may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by CONTRACTOR(S) must be voluntary as well as separate in time and location from COUNTY-funded activities and services.

CONTRACTOR(S) shall inform COUNTY as to whether it is faith-based. If CONTRACTOR(S) identifies as faith-based, it must submit to COUNTY's DBH a copy of its policy on referring individuals to an alternate treatment provider, and include a copy of this policy in its client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to COUNTY's DBH. Adherence to this policy will be monitored during annual site reviews and reviews of client files. If CONTRACTOR(S) identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to COUNTY's DBH the number of individuals who requested referrals to alternate providers based on religious objection.

27. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

To the extent necessary to prevent disallowance of reimbursement under section 1861(v) (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, (v)(1)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTOR(S) shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR(S) under this Agreement.

CONTRACTOR(S) further agrees that in the event CONTRACTOR(S) carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

28. SINGLE AUDIT CLAUSE

A. If CONTRACTOR(S) expends Seven Hundred Fifty Thousand Dollars and No/100 Dollars ($750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR(S) 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.

CONTRACTOR(S) 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, CONTRACTOR(S) must include a corrective action plan signed by an authorized individual. CONTRACTOR(S) 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 Business Office 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 CONTRACTOR(S). All audit costs related to this Agreement are the sole responsibility of CONTRACTOR(S).

B. A single audit report is not applicable if CONTRACTOR(S)'s Federal contracts do not exceed the Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00) requirement or CONTRACTOR(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 CONTRACTOR(S) to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's DBH Business Office 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 CONTRACTOR(S) 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 section shall be billed to the CONTRACTOR(S) at COUNTY's cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

C. CONTRACTOR(S) shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

29. COMPLIANCE

CONTRACTOR(S) agrees to comply with the COUNTY's "Contractor Code of Conduct and Ethics" and the COUNTY's Compliance Program in accordance with Exhibit E, as described herein and in Sections Five (5), above. Within thirty (30) days of entering into this Agreement

with the COUNTY, CONTRACTOR(S) shall have all of CONTRACTOR(S)' employees, agents and subcontractors providing services under this Agreement certify in writing, that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR(S) shall ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing services under this Agreement shall certify in writing that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR(S) understands that the promotion of and adherence to the Code of Conduct is an element in evaluating the performance of CONTRACTOR(S) and its employees, agents and subcontractors.

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

30. ASSURANCES

In entering into this Agreement, CONTRACTOR(S) certifies that it is not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs: that it has not been convicted of a criminal offense related to the provision of health care items or services; nor has it been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR(S) is ineligible on these grounds, COUNTY will remove CONTRACTOR(S) from responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such CONTRACTOR(S) from any position in which CONTRACTOR(S)' compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR(S) may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR(S) is reinstated into participation in the Federal Health Care Programs.

A. If COUNTY has notice that CONTRACTOR(S) has been charged with a criminal offense related to any Federal Health Care Program, or is proposed for exclusion during the term of any

contract, CONTRACTOR(S) and COUNTY shall take all appropriate actions to ensure the accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such circumstances, COUNTY may request that CONTRACTOR(S) cease providing services until resolution of the charges or the proposed exclusion.

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

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

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

C. CONTRACTOR(S) shall verify (by asking the applicable employees and subcontractors) that all current employees and existing subcontractors who, in each case, are expected to perform professional services under this Agreement (1) are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a criminal offense related to the provision of health care items or services; and (3) have not been reinstated to participation in the Federal Health Care Program after a period of exclusion, suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs CONTRACTOR(S) that he or she is excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of health care services, CONTRACTOR(S)

will ensure that said employee or subcontractor does no work, either direct or indirect, relating to services provided to COUNTY.

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

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

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

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

31. PUBLICITY PROHIBITION

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

32. COMPLAINTS

CONTRACTOR(S) shall log complaints and the disposition of all complaints from a client or a client's family. CONTRACTOR(S) shall provide a copy of the detailed complaint log entries concerning COUNTY-sponsored clients to COUNTY at monthly intervals by the tenth (l0th) day of

the following month, in a format that is mutually agreed upon. In addition, CONTRACTOR(S) shall provide details and attach documentation of each complaint with the log.

CONTRACTOR(S) shall post signs informing clients of their right to file a complaint or grievance. CONTRACTOR(S) shall notify COUNTY of all incidents reportable to State licensing bodies that affect COUNTY clients within twenty-four (24) hours of receipt of a complaint.

Within ten (10) days after each incident or complaint affecting COUNTY-sponsored clients, CONTRACTOR(S) shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and CONTRACTOR(S)' disposition of, or corrective action taken to resolve the complaint. In addition, CONTRACTOR(S) shall inform every client of their rights as set forth in Exhibit I and Exhibit J regarding grievances and incident reporting.

33. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

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

In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1)(2), the following information must be disclosed by CONTRACTOR(S) by completing Exhibit L "Disclosure of Ownership and Control Interest Statement," attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR(S) shall submit this form to COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR(S) shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit L.

CONTRACTOR(S) is required to submit a set of fingerprints for any person with a five (5) percent or greater direct or indirect ownership interest in CONTRACTOR(S). COUNTY may terminate this Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in the CONTRACTOR(S) and did not submit timely and accurate information and cooperate with any screening method required in CFR, Title 42, Section 455.416. Submissions shall be scanned pdf copies and are to be sent via email to DBHAdministration@co.fresno.ca.us, Attention: Contracts Administration. COUNTY may deny enrollment or terminate this Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in CONTRACTOR(S) 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.

34. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

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

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

- Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- Violation of a federal or state antitrust statute;
- Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
- 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. Disclosure of the above information will not automatically eliminate CONTRACTOR(S) from further business consideration. The information will be considered as part of the determination of whether to continue and/or renew the Agreement and any additional information or explanation that a CONTRACTOR(S) elects to submit with the disclosed information will be considered. If it is later determined that the CONTRACTOR(S) failed to disclose required information, any contract awarded to such CONTRACTOR(S) may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

CONTRACTOR(S) must sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit M, attached hereto and by this reference incorporated herein and made part of this Agreement. Additionally, CONTRACTOR(S) must immediately advise the COUNTY in writing if, during the term of this Agreement: (1) CONTRACTOR(S) 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 CONTRACTOR(S). CONTRACTOR(S) shall indemnify, defend and hold the 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.

35. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

36. AUDITS AND INSPECTIONS

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

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

37. NOTICES

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

COUNTY	CONTRACTOR(S)
Director, Fresno County	SEE EXHIBIT A
Department of Behavioral Health	
1925 E Dakota Avenue	

Fresno, CA 93726

All notices between the COUNTY and CONTRACTOR(S) provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this Section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

38. SEVERABILITY

If any non-material term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

39. SEPARATE AGREEMENT

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

40. GOVERNING LAW

The parties agree that for the purpose of venue, performance under this Agreement is in Fresno County, California.

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

41. SUPERSEDE

This Agreement shall supersede in its entirety and render null and void the Agreement between parties identified in COUNTY Agreement No. 14-313-1, effective January 1, 2019.

42. ENTIRE AGREEMENT

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

Exhibit A –	List of Contractors
Exhibit B --	Program Overview
Exhibit B-1, *et seq*.	Summary of Services
Exhibit C –	Guiding Principles of Care Delivery
Exhibit D-1, *et seq*. –	Budgets
Exhibit E –	Fresno County Mental Health Compliance Plan and Code of Conduct
Exhibit F –	Documentation Standards for Client Records
Exhibit G –	State Mental Health Requirements
Exhibit H –	Medi-Cal Organizational Provider Standards
Exhibit I –	Fresno County Mental Health Plan Grievances and Appeals Process
Exhibit J –	Protocol for Completion of Incident of Report
Exhibit K –	CLAS EXHIBIT
Exhibit L –	Disclosure of Ownership and Control Interest Statement
Exhibit M –	Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Exhibit N – Self-Dealing Transaction Disclosure Form

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

COUNTY OF FRESNO

By _____

Sal Quintero

Chairperson of the Board of Supervisors
of the County of Fresno

Date: _____

BERNICE E. SEIDEL, Deputy

Clerk of the Board of Supervisors

County of Fresno, State of California

By _____

Date: _____

Fund/Subclass: 0001/10000

Organization: 5630

Account/Program: 7295/0

PLEASE SEE ADDITIONAL

SIGNATURE PAGES ATTACHED

CONTRACTOR:

[CONTRACTOR NAME]

By _____

Print Name: _____

Title: _____

Chairman of the Board, or

President or any Vice President

By _____

Print Name: _____

Title: _____

Secretary of Corporation, or

Any Assistant Secretary, or

Chief Financial Officer, or

Any Assistant Treasurer

F-5 Sample Agreement with Therapeutic Foster Care (TFC)

AGREEMENT 18-440

THIS AGREEMENT is made and entered into this day of , 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and GOLDEN STATE FAMILY SERVICES, INC., a California Non-Profit Corporation, whose address is P.O. Box 130 Kingsburg, California 93631, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Social Services (DSS), is in need of a qualified agency to provide Therapeutic Foster Care (TFC) services, including certain Specialty Mental Health Services (SMHS) provided by resource parents to eligible youth involved in the Child Welfare (CWS); and

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is a Mental Health Plan (MHP) as defined in Title 9 of the California Code of Regulations (CCR), Section 1810.226; and

WHEREAS, CONTRACTOR represents that it is qualified and willing to provide said services pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in Exhibit A, “Summary of Services”, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified in COUNTY’s Request for Proposal (RFP) No. 18-023 dated January 22, 2018, Addendum No. One (1) to COUNTY’s RFP No. 18-023 dated February 7, 2018, and Addendum No. Two (2) to COUNTY’s RFP No. 18-023 dated February 14, 2018 herein collectively referred to as COUNTY’s Revised RFP, and CONTRACTOR’s response to said Revised RFP dated February 21, 2018; all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) to this Agreement, including all Exhibits; (2) to the Revised RFP; and (3) to CONTRACTOR’s response to the Revised RFP. A copy of COUNTY’s

Revised RFP No. 18-023 and CONTRACTOR's response thereto shall be retained and made available during the term of this Agreement by COUNTY's DSS Administration.

C. CONTRACTOR shall align all behavioral health services, programs, and practices with the vision, mission, and guiding principles of COUNTY's DBH as further described in Exhibit B, "Fresno County Department of Behavioral Health Guiding Principles of Care Delivery," attached hereto and incorporated herein by reference.

D. It is acknowledged by all parties hereto that COUNTY's DSS and DBH Administrative Units shall monitor the services provided by the CONTRACTOR.

E. CONTRACTOR shall participate in periodic workgroup meetings including staff from COUNTY's DSS and DBH Administrative Units. The meetings shall be held monthly, or as needed, to discuss program requirements, data reporting, outcomes measurement, training, policies and procedures, and overall program operations.

F. During the term of this Agreement, CONTRACTOR's service site shall be at 4285 N Valentine Ave, Fresno, California 93722. Any change to CONTRACTOR's location of the service site may be made only upon thirty (30) days advance written notification to COUNTY's DSS and DBH Directors and upon written approval from the COUNTY's DSS and DBH Directors, or designees.

G. CONTRACTOR shall maintain requirements as an organizational provider throughout the term of this Agreement, as further defined herein. If for any reason, this status is not maintained, COUNTY may terminate this Agreement pursuant to Section 3 of this Agreement.

H. CONTRACTOR agrees that prior to providing services under the terms and conditions of this Agreement, it shall have appropriate staff hired and in place for program services and operations or COUNTY may, in addition to other remedies it may have, suspend TFC placements or terminate this Agreement in accordance with Section 3 of this Agreement.

Upon execution of this Agreement, CONTRACTOR shall send to COUNTY's DSS and DBH, a detailed plan ensuring clinically appropriate leadership and supervision of their clinical program. Plans for recruitment and retention of clinical leadership with the clinical competencies to oversee services based on the level of care and program design presented herein shall be included in this plan.

CONTRACTOR understands that COUNTY does not guarantee a minimum amount of placements to CONTRACTOR.

TERM

The term of this Agreement shall be for a period of three (3) years, commencing upon execution through and including June 30, 2021. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than sixty (60) days prior to the first day of the next twelve (12) month extension period. The DSS and DBH Directors, or designees, are authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

TERMINATION

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

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

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

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

Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY or COUNTY's DSS and DBH Directors or designees, upon the giving of sixty (60) days advance written notice of an intention to terminate to CONTRACTOR.

COMPENSATION

Care and Supervision

CONTRACTOR is entitled to reimbursement at the Home-Based Foster Care rate set by the California Department of Social Services (CDSS) based on eligibility criteria established by the State of California. This Agreement in no way supersedes or modifies the eligibility and/or reimbursement rate issuance process as established by the CDSS. The parties understand that the COUNTY will have no obligation to make payment to CONTRACTOR for care and supervision under this Agreement.

MHP Specialty Mental Health Services

Subject to the Claims and Payment Processing requirements set forth in Section 5 herein, COUNTY's DBH agrees to reimburse CONTRACTOR for rendering MHP SMHS to clients in the manner detailed in this Section 4B. The reimbursement to CONTRACTOR for SMHS shall be based on the negotiated per diem rate for the SMHS set forth within CONTRACTOR's Budget, Exhibit C, attached hereto and incorporated herein by reference.

Additionally, said reimbursement rate shall be payment in full, subject to the cost settlement process identified in Section 13, herein, third party liability, and client share of costs for the SMHS CONTRACTOR provides to a client. CONTRACTOR shall be knowledgeable of all possible Medi-Cal billable services, in order to maximize the Federal Financial Participation (FFP) reimbursement for Medi-Cal eligible services. If clients have other health insurance coverage, CONTRACTOR must bill any such third-party payers, before requesting payment from the COUNTY. In the event there is such third-party coverage for the covered services provided, COUNTY shall have no obligation to make any payment to CONTRACTOR. Where applicable, CONTRACTOR shall submit claims to the COUNTY along with a copy of the Medi-Cal denial letter or explanation of benefits or other third-party payer denial letter or explanation of benefits within thirty (30) days of the date of such denial.

COUNTY shall not make payment for services rendered to MHP clients which are, in the opinion of COUNTY, determined to be not medically necessary or which have not been authorized for reimbursement by COUNTY MHP. CONTRACTOR understands and agrees that services are not MHP SMHS subject to compensation under this Agreement unless they meet Medi-Cal standards for SMHS.

Unless the client has other health insurance coverage, CONTRACTOR shall look only to COUNTY for compensation for MHP SMHS and, with the exception of authorized share of cost payments and/or non-covered services, shall at no time seek compensation from clients.

Annual Contract Amounts

Upon execution through June 30, 2019, in no event shall the maximum compensation amount under this Agreement exceed Five Hundred Thousand and No/100 Dollars ($500,000.00).

For FY July 1, 2019 through June 30, 2020, in no event shall the maximum compensation amount under this Agreement exceed Five Hundred Thousand and No/100 Dollars ($500,000.00).

For FY July 1, 2020 through June 30, 2021, in no event shall the maximum compensation amount under this Agreement exceed Five Hundred Thousand and No/100 Dollars ($500,000.00).

If this Agreement is extended for an additional twelve (12) month renewal period for FY July 1, 2021 through June 30, 2022, in no event shall the maximum compensation amount under this Agreement exceed Five Hundred Thousand and No/100 Dollars ($500,000.00).

If this Agreement is extended for a second additional twelve (12) month renewal period for FY July 1, 2022 through June 30, 2023, in no event shall the maximum compensation amount under this Agreement exceed Five Hundred Thousand and No/100 Dollars ($500,000.00).

Maximum Contract Amounts

In no event shall the total maximum compensation amount under Agreement for FY 2018-19, FY 2019-20, and FY 2020-21 combined exceed One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00).

If performance standards are met and this Agreement is extended for an additional twelve (12) month term pursuant to Section 3 herein, then in no event shall the total maximum compensation amount under this Agreement for FY 2018-19, FY 2019-20, FY 2020-21, and FY 2021-22 exceed Two Million and No/100 Dollars ($2,000,000.00).

If performance standards are met and this Agreement is extended for a second additional twelve (12) month term pursuant to Section 3, herein, then in no event shall the total maximum compensation amount under this Agreement for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, and FY 2022-23 exceed Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00).

It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply with any

provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

Payments shall be made by COUNTY to CONTRACTOR in arrears, for SMHS provided during the preceding month, within forty-five (45) days after the date of receipt and approval by COUNTY of the monthly invoicing as described in Section Five (5), herein. Payment shall be made after receipt and verification of SMHS provided in the performance of this Agreement, in accordance with Exhibit A and shall be documented to COUNTY on a monthly basis by the tenth (10th) of the month following the month of said service provision.

COUNTY shall not be obligated to make any payments under this Agreement, if the request for payment is received by COUNTY more than sixty (60) days after this Agreement has terminated or expired.

All final claims, for the per diem rate, shall be submitted by CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

CONTRACTOR shall be held financially liable for any and all future disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement for any units of services rendered that are disallowed or denied by the Fresno County MHP utilization review process or through State Department of Health Care Services (DHCS) Cost Report audit settlement process for Medi-Cal eligible clients.

INVOICING

CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each month for SMHS provided in the previous month to COUNTY's DBH Staff as provided in Exhibit A, under "Contractor Responsibilities" and to DBHInvoices@co.fresno.ca.us. After CONTRACTOR renders service to referred clients, CONTRACTOR shall invoice COUNTY for payment, and certify the expenditure. Invoices shall be in such detail as acceptable to COUNTY's DBH, as described in this Section 5. CONTRACTOR will submit electronic claiming data into COUNTY's electronic information system for all clients, including those eligible for Medi-Cal and those not eligible for Medi-Cal, within thirty (30) calendar days from the date services were rendered.

CONTRACTOR shall submit to COUNTY an itemized invoice detailing all services and work performed herein at the per diem rate identified in Exhibit C. Billing information must include the client's name, date of service, type of mental health service provided, duration of service, client's International Classification of Diseases (ICD) diagnosis, and service provider name. No reimbursement for services shall be made until the invoice, claims certification, and back-up documentation is received, verified, and approved by COUNTY's DBH. COUNTY's DBH must pay CONTRACTOR before submitting claims to DHCS for Federal and State reimbursement for Medi-Cal eligible clients.

At the discretion of COUNTY's DBH Director, or designee, if an invoice is incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY's satisfaction, COUNTY's DSS and DBH Directors, or designees, may elect to terminate this Agreement, pursuant to the termination provisions stated in Section 3 of this Agreement. In addition, for invoices received sixty (60) days after the expiration of each term of this Agreement or termination of this Agreement, at the discretion of COUNTY's DBH Director, or designee, COUNTY's DBH shall have the right to deny payment of any additional invoices received.

DHCS FFP reimbursement for Medi-Cal services is based on public expenditures certified by the CONTRACTOR. CONTRACTOR must submit a signed certified public expenditure report with the monthly invoice. DHCS expects the claim for reimbursement to equal the amount the COUNTY paid to CONTRACTOR for the services rendered less any funding sources not eligible for Federal reimbursement.

CONTRACTOR must report all third party collections from other funding sources for private insurance, client private pay, or any other third party along with each monthly invoice.

CONTRACTOR will remit annually within ninety (90) days from June 30, a schedule to provide the required information on published charges (PC) for all authorized services. The PC listing will serve as a source document to determine their usual and customary charge prevalent in the public mental health sector that is used to bill the general public, insurers, or other non-Medi-Cal third party payers during the course of business operations.

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

CONTRACTOR shall be responsible for collecting and managing data in a manner to be determined by DHCS and the County MHP in accordance with applicable rules and regulations. The COUNTY electronic billing system is a critical source of information for purposes of monitoring service volume. CONTRACTOR must attend COUNTY DBH's Business Office training on equipment reporting for assets, intangible and sensitive minor assets, COUNTY DBH's electronic information system, and related cost reporting.

CONTRACTOR must provide all necessary data to allow the COUNTY to bill Medi-Cal and any other third-party source, for services, and meet State and Federal reporting requirements. The necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into COUNTY's electronic information system 2) providing an electronic file compatible with COUNTY's electronic information system, or 3) integration between COUNTY's electronic information system and CONTRACTOR's information system(s).

If a Medi-Cal client has dual coverage, such as Other Health Coverage (OHC), the CONTRACTOR will be responsible for billing the carrier and obtaining a payment/denial or have validation of claiming with no response within ninety (90) days after the claim was mailed before the services can be entered into COUNTY's electronic information system. CONTRACTOR must report all third-party collections or client pay, in the monthly invoice and in the Cost Report that is required to be submitted. A copy of explanation of benefits of CWM 1500 is required as documentation.

Data entry shall be the responsibility of the CONTRACTOR. The data for billing must be reconciled by the CONTRACTOR to the monthly invoice submitted for payment. COUNTY shall monitor the volume and cost of services entered into COUNTY's electronic information system. Any and all audit exceptions resulting from the provision and reporting of SMHS by CONTRACTOR shall be the sole responsibility of the CONTRACTOR. CONTRACTOR will comply with all applicable policies, procedures, directives and guidelines regarding the use of COUNTY's electronic information system. If CONTRACTOR elects to use their own Electronic Health Record (EHR) system, the EHR must have CCHIT certification for Security Access Control, Audit and Authentication. CONTRACTOR's billers entering data in the EHR system will need to sign an Electronic Signature Certification (ESR).

Medi-Cal Certification and Mental Health Plan Compliance

CONTRACTOR will establish and maintain Medi-Cal certification or become certified within ninety (90) days of the start of this Agreement through the COUNTY and DHCS to provide reimbursable services to Medi-Cal eligible clients. In addition, CONTRACTOR shall work with the

COUNTY's DBH Managed Care to execute the process, if not currently certified by COUNTY, for credentialing of staff. Service location must be approved by the COUNTY's DSS and DBH. During this process the CONTRACTOR will obtain a legal entity number established by DHCS, a requirement for maintaining organizational provider status throughout the term of this Agreement. CONTRACTOR will be required to become Medi-Cal certified prior to providing services to Medi-Cal eligible clients and seeking reimbursement in COUNTY's billing system. CONTRACTOR will not be reimbursed by COUNTY for any Medi-Cal services rendered prior to certification.

CONTRACTOR shall provide SMHS in accordance with the COUNTY's MHP. CONTRACTOR must comply with Exhibit D, "Fresno County Mental Health Plan Compliance Program and Contractor Code of Conduct and Ethics", attached hereto and by this reference incorporated herein.

CONTRACTOR may provide direct SMHS using unlicensed staff as long as the individual is approved as a provider by the COUNTY's MHP, is supervised by licensed staff, works within his/her scope and only delivers allowable direct SMHS.

It is understood that each claim is subject to audit for compliance with Federal and State regulations, and that COUNTY may be making payments in advance of said review. In the event that a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due the amount of said disapproved service(s). CONTRACTOR shall be responsible for audit exceptions to ineligible dates of service(s) or incorrect application of utilization review requirements.

INDEPENDENT CONTRACTOR

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

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof. Because of its status as an independent contractor, CONTRACTOR shall have

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

MODIFICATION

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

Notwithstanding the above, changes to services and responsibilities of the CONTRACTOR and changes to staffing, as needed, to accommodate changes in the law relating to TFC services and/or SMHS, as set forth in Exhibit A, may be made with the signed written approval of COUNTY's DSS and DBH Directors, or designees, and CONTRACTOR through an amendment approved by County Counsel and the COUNTY's Auditor's Office.

In addition, changes to the volume of units and changes to the service rate to be provided, as set forth in Exhibit B, may be made with the written approval of COUNTY's DSS and DBH Directors, or designees, and CONTRACTOR.

Said modifications to service volume/types of service units and summary of services, shall not result in any change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

CONTRACTOR hereby agrees that changes to the compensation under this Agreement may be necessitated by a reduction in funding from State and/or Federal sources. COUNTY's DSS and DBH Directors, or designees, may modify the maximum compensation depending on State and/or Federal funding availability, as stated in Section 4 of this Agreement. CONTRACTOR further understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative bodies which affect the provisions, term or funding of this Agreement in any manner.

NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

HOLD HARMLESS

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY for Federal, State, and/or local audit exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

INSURANCE

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

Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Two Million Dollars ($2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) per person, Five Hundred Thousand Dollars ($500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars ($50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars ($500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

Professional Liability

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

D. Worker's Compensation

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

Child Abuse/Molestation and Social Services Coverage

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

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

Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, (DSS, P.O. Box 1912, Fresno, California, 93718), stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only

and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

LICENSES/CERTIFICATES

Throughout the term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all applicable laws, rules and regulations, as may now exist or hereafter changed.

RECORDS

CONTRACTOR shall maintain records in accordance with COUNTY's Exhibit E, "Documentation Standards for Client Records", attached hereto and by this reference incorporated herein. During site visits, COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives. All medical records shall be maintained for a minimum of ten (10) years from the date of the end of the Agreement.

REPORTS

Cost Report

CONTRACTOR agrees to submit a complete and accurate detailed Cost Report on an annual basis for each fiscal year ending June 30th in the format prescribed by DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. The Cost Report will be the source document for several phases of settlement with the DHCS for the

purposes of Short Doyle Medi-Cal reimbursement. CONTRACTOR shall report costs under their approved legal entity number established during the Medi-Cal certification process. The information provided applies to CONTRACTOR for program related costs for services rendered to Medi-Cal and Non-Medi-Cal eligible clients.

CONTRACTOR will remit a schedule to provide the required information on PC for all authorized services. The report will serve as a source document to determine their usual and customary charge prevalent in the public mental health sector that is used to bill the general public, insurers, or other Non-Medi-Cal third party payers during the course of business operations. CONTRACTOR must report all collections for Medi-Cal services. CONTRACTOR shall also submit with the Cost Report a copy of CONTRACTOR's general ledger that supports revenues and expenditures and reconciled detailed report of reported total units of services rendered under this Agreement to the units of services reported by CONTRACTOR to COUNTY's electronic information system.

Cost Reports must be submitted to the COUNTY in hard copy with a signed cover letter and electronic copy of the completed DHCS Cost Report form along with requested support documents following each fiscal year ending June 30th. During the month of September of each year this Agreement is effective, COUNTY will issue instructions of the annual Cost Report which indicates the training session, DHCS Cost Report template worksheets, and deadlines to submit, as determined by the State annually. CONTRACTOR shall remit the hard copy of the Cost Report to County of Fresno, Department of Behavioral Health, Attention: Cost Report Team, P.O. Box 45003, Fresno, California, 97318. CONTRACTOR shall remit electronic copies and/or any inquiries to DBHcostreportteam@co.fresno.ca.us.

All Cost Reports must be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and Welfare and Institutions Code 5651(a)(4), 5664(a), 5705(b)(3), and 5718(c). Unallowable costs such as lobby or political donations must be deducted on the Cost Report and invoice reimbursements.

If CONTRACTOR does not submit the Cost Report by the deadline, including any extension period granted by the COUNTY, the COUNTY may withhold payments of pending invoicing under compensation until the Cost Report has been submitted and clears COUNTY desk audit for completeness.

Settlements with DHCS

During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit

settlement findings related to Medi-Cal and realignment reimbursements. CONTRACTOR will participate in several phases of settlements between COUNTY/CONTRACTOR and DHCS. The phases are initial cost reporting for settlement, settlement according to State reconciliation of records for paid Medi-Cal services and audit settlement-DHCS audit: 1) Initial cost reporting – after an internal review by COUNTY, COUNTY files Cost Report with DHCS on behalf of CONTRACTOR's legal entity for the fiscal year; 2) Settlement – State reconciliation of records for paid Medi-Cal Services, approximately eighteen (18) to thirty-six (36) months following the State close of the fiscal year, DHCS will send notice for any settlement under this provision to COUNTY; 3) Audit Settlement – DHCS audit. After final reconciliation and settlement, COUNTY and/or DHCS may conduct a review of medical records and Cost Reports along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow cost and/or unit of service reported on the CONTRACTOR's legal entity Cost Report. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with CONTRACTOR until resolution of the appeal. DHCS audits will follow Federal Medicaid procedures for managing overpayments.

If at the end of the Audit Settlement process, the COUNTY determines that it overpaid the CONTRACTOR, it will require the CONTRACTOR to repay the Medi-Cal related overpayment back to the COUNTY. If at the end of the Audit Settlement process, the COUNTY determines that it underpaid the CONTRACTOR, COUNTY will make a payment for the Medi-Cal related underpayment to the CONTRACTOR based on Federal/State funds received.

Funds owed to COUNTY will be due within forty-five (45) days of notification by the COUNTY, or COUNTY shall withhold future payments until all excess funds have been recouped by means of an offset against any payments then or thereafter owing to CONTRACTOR under this or any other Agreement.

Reports

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

MONITORING

CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DSS and DBH Directors, or their designees, the California Department of Social Services (CDSS), and DHCS the right to review and monitor records, programs and/or procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR's program, in order to ensure compliance with the terms and conditions of this Agreement.

REFERENCES TO LAWS AND RULES

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

COMPLIANCE WITH STATE REQUIREMENTS

CONTRACTOR recognizes that COUNTY operates its mental health programs under an agreement with the DHCS, and that under said agreement the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere and be responsible for compliance as of the effective date of each Federal, State, or local law or regulation specified, including those identified in Exhibit J, "State Mental Health Requirements", attached hereto and by this reference incorporated herein.

COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR shall be required to maintain organizational provider certification by the County of Fresno. CONTRACTOR must meet Medi-Cal organizational provider standards as listed in Exhibit K, "Medi-Cal Organizational Provider Standards," attached hereto and by this reference incorporated herein. It is acknowledged that all references to Organizational Provider and/or Provider in Exhibit K shall refer to CONTRACTOR. In addition, CONTRACTOR shall inform every client of their rights under the COUNTY's MHP as set forth in Exhibit L, "Fresno County Mental Health Plan Grievances," attached hereto and by this reference incorporated herein. CONTRACTOR shall also file an "Incident Report" for all incidents involving clients, following the protocol and using the worksheet identified in Exhibit M, "Fresno County Mental Health Plan Incident Report," attached hereto and by this reference incorporated herein, or a protocol and worksheet presented by CONTRACTOR that is accepted by COUNTY's DBH and DSS Director, or designees.

CONFIDENTIALITY

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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

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

PROPERTY OF COUNTY

COUNTY and CONTRACTOR recognize that fixed assets are tangible and intangible property obtained or controlled under COUNTY's MHP for use in operational capacity and will benefit COUNTY for a period more than one (1) year. Depreciation of the qualified items will be on a straight-line basis.

For COUNTY purposes, fixed assets must fulfill three (3) qualifications:

- Asset must have life span of over one (1) year;
- The asset is not a repair part;
- The asset must be valued at or greater than the capitalization thresholds for the asset type:

Asset Type	Threshold
Land	$0

Buildings and improvements	$100,000
Infrastructure	$100,000
Be tangible	$5,000
Equipment	
Vehicles	
Or intangible asset	$100,000
Internally generated software	
Purchased software	
Easements	
Patents	
And capital lease	$5,000

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset it will be tagged with a COUNTY program number. A Fixed Asset Log will be maintained by COUNTY's Asset Management System and annually inventoried until the asset is fully depreciated. During the term of this Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DSS and/or DBH Asset Inventory System.

Certain purchases less than Five Thousand and No/100 Dollars ($5,000) but more than One Thousand and No/100 Dollars ($1,000), with over one (1) year life span, and are mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as determined by COUNTY's DSS and DBH Directors, or designees. CONTRACTOR maintains a tracking system on the items and are not required to be capitalized or depreciated. The items are subject to annual inventory for compliance.

Assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this Agreement CONTRACTOR shall be physically present when fixed and inventoried assets are returned to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY-owned undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the assets at the expiration or termination of this Agreement.

CONTRACTOR further agrees to the following:

- To maintain all items of equipment in good working order and condition, normal wear and tear is expected;
- To label all items of equipment with COUNTY assigned program number, to perform periodic inventories as required by COUNTY and to maintain an inventory list showing where and how the equipment is being used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY within ten (10) days of any request therefore; and
- To report in writing to COUNTY immediately after discovery, the loss or theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to COUNTY.

The purchase of any equipment by CONTRACTOR with funds provided hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's services or activity under the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from COUNTY.

CONTRACTOR must obtain prior written approval from COUNTY's DBH whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using funds under this agreement. If any real or personal property acquired or improved with said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this program, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-program funds. These requirements shall continue in effect for the life of the property. In the event the program is closed out, the requirements for this Section 21 shall remain in effect for activities or property funded with said funds, unless action is taken by the State government to relieve COUNTY of these obligations.

DATA SECURITY

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

CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

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

- CONTRACTOR has received authorization by COUNTY for telecommuting purposes;
- Current virus protection software is in place;
- Mobile device has the remote wipe feature enabled; and
- A secure connection is used.

CONTRACTOR-Owned Computers or Computer Peripherals

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

COUNTY-Owned Computer Equipment

CONTRACTOR, including its subcontractors and employees, may not use COUNTY computers of computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, or designee.

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

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

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

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

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

NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the contract's benefits to any person the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) CONTRACTOR shall include the Non-

Discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement

CONFLICT OF INTEREST

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

CHARITABLE CHOICE

CONTRACTOR may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by CONTRACTOR must be voluntary as well as separate in time and location from COUNTY-funded activities and services. CONTRACTOR shall inform COUNTY as to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to COUNTY's DSS and DBH a copy of its policy on referring individuals to an alternate treatment provider, and include a copy of this policy in its client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to COUNTY's DSS and DBH. Adherence to this will be monitored during annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1st of each year CONTRACTOR will be required to report to COUNTY's DSS and DBH the number of individuals who requested referrals to alternate providers based on religious objection.

CULTURAL COMPETENCY

As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

A. Title 6 of the Civil Rights Act of 1964 (42 USC Section 2000d, and 45 CFR Part 80) and Executive Order 12250 of 1979 which prohibits recipients of Federal financial assistance from

discriminating against persons based on race, color, national origin, sex, disability or religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and participation in federally funded programs through the provision of comprehensive and quality bilingual services.

B. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP clients, including, but not limited to, assessing the cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must include ensuring compliance of any sub-contracted providers with these requirements.

C. CONTRACTOR shall not use minors as interpreters.

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

E. In compliance with the State mandated Culturally and Linguistically Appropriate Services standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR's plan to address all fifteen (15) national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services (CLAS)" http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf. COUNTY's annual on-site review of CONTRACTOR shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, CONTRACTOR's plan must be updated accordingly. Cultural competency training for CONTRACTOR staff should be substantively integrated into health professions education and training at all levels, both academic and functional, including core curriculum, professional licensure, and continuing professional development programs. CONTRACTOR on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that shows all CONTRACTOR staff cultural competency trainings completed.

AMERICANS WITH DISABILITIES ACT

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

TAX EQUITY AND FISCAL RESPONSIBILITY ACT

To the extent necessary to prevent disallowances of reimbursement under Section 1861(v)(l)(I) of the Social Security Act, (42 USC§ 1395x, subd. (v)(l)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR under this Agreement.

CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

SINGLE AUDIT CLAUSE

A. If CONTRACTOR expends Five Hundred Thousand and No/100 Dollars ($500,000) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in accordance with the requirements of the Single Audit requirements as set forth in the Office of Management and Budget (OMB) 2 CFR 200. CONTRACTOR 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, CONTRACTOR must include a corrective action plan signed by an authorized individual. CONTRACTOR 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 DSS and/or DBH Business Office 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 CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not exceed the Five Hundred Thousand and No/l00 Dollars ($500,000) requirement or CONTRACTOR'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 CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's DSS and/or DBH 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 CONTRACTOR 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 Section 27 shall be billed to the CONTRACTOR at COUNTY's cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

C. CONTRACTOR shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

COMPLIANCE

CONTRACTOR shall comply with COUNTY's "Fresno County Mental Health Compliance - Contractor Code of Conduct and Ethics", attached as Exhibit D. Within thirty (30) days of entering into the Agreement with the COUNTY, CONTRACTOR shall have all of its employees, agents and subcontractors providing services under this Agreement certify in writing, that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and

Ethics. CONTRACTOR shall additionally ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing services under this Agreement certify in writing that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR understands that the promotion of and adherence to the Code of Conduct and Ethics is an element in evaluating the performance of CONTRACTOR 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 the COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, CA 93703. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this Agreement.

ASSURANCES

In entering into this Agreement, CONTRACTOR certifies that neither it nor any of its officers are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs: that it has not been convicted of a criminal offense related to the provision of health care items or services; nor has it been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into this Agreement, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with, COUNTY' s business operations related to the Federal Health Care Programs. COUNTY shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

A. If COUNTY has notice that CONTRACTOR has been charged with a criminal offense related to any Federal Health Care Program, or is proposed for exclusion during the term of this Agreement, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the

accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of the charges or the proposed exclusion.

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

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

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

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

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

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

D. CONTRACTOR agrees to cooperate fully with any reasonable requests for information from COUNTY which may be necessary to complete any internal or external audits relating to CONTRACTOR's compliance with the provisions of this Section 29.

E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of CONTRACTOR's obligations as described in this Section 29.

32. **AUDITS AND INSPECTIONS**

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

If this Agreement exceeds Ten Thousand and No/100 Dollars ($10,000), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section l of this Agreement

shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DSS and DBH Directors, or designees, and at a cost to be provided identified in Exhibit C for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

COMPLAINTS

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

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

NOTICES

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

COUNTY	**CONTRACTOR**
COUNTY OF FRESNO	Chief Executive Officer
Department of Behavioral Health	Golden State Family Services, Inc.
3333 N. Millbrook Ave	P.O. Box 130
Fresno, CA 93703	Kingsburg, CA 93631

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United

States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

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

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

A. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;

B. Violation of a Federal or State antitrust statute;

C. Embezzlement, theft, forgery, falsification, or destruction of records; or

D. False statements or receipt of stolen property.

Within the three (3) year period preceding the Agreement award, they have had a public transaction (Federal, State, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate CONTRACTOR 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 a CONTRACTOR elects to submit with the disclosed information will be considered. If it is later determined that the CONTRACTOR failed to disclose required information, any Agreement awarded to such CONTRACTOR may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

CONTRACTOR must sign Exhibit N, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions," attached hereto and by this reference incorporated herein. Additionally, CONTRACTOR must immediately advise the COUNTY in writing if, during the term of the Agreement: (1) CONTRACTOR 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/sam/gov): or (2) any of the above listed conditions become applicable to CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the 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.

DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit O and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

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

In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.l06(a)(1)(2), the following information must be disclosed by CONTRACTOR by completing Exhibit P, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference

incorporated herein. CONTRACTOR shall submit this form to the COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit P. CONTRACTOR is required to submit a set of fingerprints for any person with a 5 percent or greater direct or indirect ownership interest in CONTRACTOR. COUNTY may terminate this Agreement where any person with a 5 percent or greater direct or indirect ownership interest in the CONTRACTOR and did not submit timely and accurate information and cooperate with any screening method required in CFR, title 42, section 455.416. Submissions shall be scanned pdf copies and are to be sent via email to DBHAdministration@co.fresno.ca.us attention: Contracts Administration. COUNTY may deny enrollment or terminate this Agreement where any person with a 5 percent or greater direct or indirect ownership interest in CONTRACTOR 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.

GOVERNING LAW

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

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications and

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

CONTRACTOR	**COUNTY OF FRESNO**
GOLDEN STATE FAMILY SERVICES, INC.	
_____	_____

(Authorized Signature)

Print Name

(Authorized Signature)

Print Name

Title (Secretary of Corporation, or Chief Financial Officer/Treasurer, or any Assistant Secretary or Treasurer)

Mailing Address
P.O. Box 130
Kingsburg, CA 93631

FOR ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000
ORG No.: 5630
Account No.: 7295/0

Sal Quintero, Chairperson 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

F-6 Sample Agreement with Central California Faculty Medical Group (CCFMG)

PSYCHIATRIC SERVICES AGREEMENT 18-234

THIS AGREEMENT is made and entered into this _____day of _____, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and**, Central California Faculty Medical Group, Inc. (CCFMG)**, a California professional corporation, whose address is 2625 East Divisadero Street, California, 93721, hereinafter referred to as "**CONTRACTOR,"** collectively, "the parties."

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), has a need for licensed psychiatrists in order to provide psychiatric services to clients, as well as additional services required by COUNTY as stated herein; and

WHEREAS, CONTRACTOR is qualified and willing to provide licensed psychiatrists needed by the COUNTY pursuant to the terms and conditions of this Agreement.

WHEREAS, CONTRACTOR is an affiliate of UNIVERSITY FACULTY ASSOCIATES, INC. (UFA), and UFA is the LICENSEE as defined in that certain License Agreement LA-034 with COUNTY.

WHEREAS, COUNTY and CONTRACTOR mutually desire that CONTRACTOR provide services pursuant to this Agreement in COUNTY-owned Office Space that is being provided pursuant to License Agreement LA-034;

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Exhibit A, attached hereto and by this reference incorporated herein and made part of this Agreement.

B. It is acknowledged by all parties hereto that COUNTY's DBH shall monitor the services provided by CONTRACTOR, in accordance with Section Fourteen (14) of this Agreement.

C. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings consisting of staff from COUNTY's DBH to discuss service requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise.

2. TERM

This Agreement shall become effective on the 1st day of May, 2018 and shall terminate on the 30th day of June, 2021.

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

3. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be

modified, or this Agreement terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

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

1) An illegal or improper use of funds;

2) A failure to comply with any term of this Agreement;

3) A substantially incorrect or incomplete report submitted to COUNTY;

4) Improperly performed service.

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

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of sixty (60) days advance written notice of an intention to terminate to CONTRACTOR.

D. CONTRACTOR may terminate this Agreement. If terminated by CONTRACTOR, termination shall require sixty (60) days advance written notice of intent to terminate (with allowance for appropriate clinical transition of clients prior to termination of services), transmitted by CONTRACTOR to COUNTY by Certified or Registered U.S. Mail, Return Receipt Requested, addressed to the office of COUNTY as follows:

Director (or designee)

Department of Behavioral Health

3133 N. Millbrook

Fresno, CA 93703

4. <u>COMPENSATION</u>

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the budget set forth in Exhibit B, attached hereto and by this reference incorporated herein and made part of this Agreement.

A. <u>Maximum Contract Amount</u>

The maximum amount payable to CONTRACTOR for the ramp up period (May 1, 2018 through June 30, 2018) shall not exceed Three Hundred Thirty-Six Thousand Two Hundred Fifty-Three and No/100 Dollars ($336,253.00).

The maximum amount payable to CONTRACTOR for the initial operational period (July 1, 2018 through June 30, 2019) shall not exceed Three Million Eight Hundred Eighty-One Thousand Two Hundred Sixty and No/100 Dollars ($3,881,260.00).

The maximum amount payable to CONTRACTOR for the period of July 1, 2019 through June 30, 2020 shall not exceed Six Million Four Hundred Ninety-Seven Thousand Two Hundred Eighty-Eight and No/100 Dollars ($6,497,288.00).

The maximum amount payable to CONTRACTOR for the period of July 1, 2020 through June 30, 2021 shall not exceed Nine Million Four Hundred Eighty-Five Thousand Seven Hundred Sixty-Three and No/100 Dollars ($9,485,763.00).

The maximum amount payable to CONTRACTOR for the period of July 1, 2021 through June 30, 2022 shall not exceed Thirteen Million One Hundred Fifty-Three Thousand Eight Hundred Thirty and No/100 Dollars ($13,153,830.00).

The maximum amount payable to CONTRACTOR for the period of July 1, 2022 through June 30, 2023 shall not exceed Fourteen Million Four Hundred Ninety-Five Thousand One Hundred Eighty-Two and No/100 Dollars ($14,495,182.00).

In no event shall the maximum contract amount for all the services provided by the CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of Forty-Seven Million Eight Hundred Forty-Nine Thousand Five Hundred Seventy-Six and No/100 Dollars ($47,849,576.00) during the total term of this Agreement.

Payment shall be made upon certification or other proof satisfactory to COUNTY's DBH that services have actually been performed by CONTRACTOR as specified in this Agreement.

B. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply

with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

C. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt and approval by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be made after receipt and verification of actual expenditures incurred by CONTRACTOR for monthly program costs, as identified in Exhibit B, in the performance of this Agreement and shall be documented to COUNTY on a monthly basis by the tenth (10th) of the month following the month of said expenditures. The parties acknowledge that the CONTRACTOR will be performing hiring, training, and credentialing of staff, and the COUNTY will be performing additional staff credentialing to ensure compliance with State and Federal regulations.

D. COUNTY shall not be obligated to make any payments under this Agreement if the request for payment is received by COUNTY more than sixty (60) days after this Agreement has terminated or expired.

All final invoices shall be submitted by CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY on invoices submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

E. The services provided by CONTRACTOR under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the

deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

F. CONTRACTOR shall be held financially liable for any and all future disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement for any units of services rendered that are disallowed or denied by the Fresno County Mental Health Plan (Mental Health Plan) utilization review process or through the State Department of Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients. Notwithstanding the above, COUNTY must notify CONTRACTOR prior to any State audit process and/or COUNTY utilization review. To the extent allowable by law, CONTRACTOR shall have the right to be present during each phase of any State audit process and/or COUNTY utilization review and shall be provided all documentation related to each phase of any State audit process and/or COUNTY utilization review. Additionally, prior to any disallowances/audit exceptions becoming final, CONTRACTOR shall be given at least 10 business days to respond to such proposed disallowances/audit exceptions.

G. It is understood by CONTRACTOR and COUNTY that this Agreement is funded with mental health funds to serve adult individuals with Severely Mentally Ill (SMI) disorders

and children/youth with Seriously Emotionally Disturbed (SED) disorders, many of whom have co-occurring substance use disorders. It is further understood by CONTRACTOR and COUNTY that funds shall be used to support appropriately integrated and documented treatment services for co-occurring mental health and substance use disorders.

H. COUNTY and CONTRACTOR recognize the importance of maintaining a highly productive workforce to help achieve reductions in client wait times, cancellations and appointment no-shows. Therefore, CONTRACTOR will initiate a compensation incentive plan (CIP) for CONTRACTOR's employees providing direct client care under this Agreement which will directly link direct client care productivity to compensation increases for CONTRACTOR's staff. "Direct client care" is defined as the time CONTRACTOR's staff spends seeing a client plus the time CONTRACTOR's staff spends documenting the client visit in a manner ensuring completeness and compliance with all regulations required for the COUNTY to submit claims to State DHCS for Federal and State reimbursement for direct client care delivered by CONTRACTOR's staff to Medi-Cal eligible clients.

The CIP model will be based upon units of productivity where one (1) unit equates to a client follow up visit, and three (3) units equates to a new client intake visit. The CIP contemplates both an eight (8) hour workday and a ten (10) hour workday and begins to incentivize psychiatrists at 60% productivity as shown below. The maximum incentive of 20% is achieved at 75% productivity for direct client care.

Average Units (8 hr.)	Average Units (10 hr.)	Direct Client Care	Total % Compensation
9.6	12.0	60%	3.0%
10.1	12.6	63%	6.0%
10.6	13.2	66%	9.0%
11.0	13.8	69%	12.0%
11.5	14.4	72%	15.0%
12.0	15.0	75%	20.0%

The units of productivity will be reconciled by the CONTRACTOR at the end of each fiscal quarter (ending September, December, March, June) and CONTRACTOR shall pay the additional compensation set forth in the above table to CONTRACTOR's staff based upon the productivity achieved by each psychiatrist pursuant to the CIP. CONTRACTOR shall invoice COUNTY for additional compensation paid to CONTRACTOR's staff pursuant to Paragraph 5 of this Agreement.

I. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for annual administrative costs not to exceed a maximum of fifteen percent (15%) of the total annual budget.

5. INVOICING

A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10^{th}) business day of each month for the prior month's actual services rendered to DBHInvoices@co.fresno.ca.us. After CONTRACTOR renders services, and certifies the hours worked by CONTRACTOR's staff, CONTRACTOR shall invoice COUNTY for payment. COUNTY must pay CONTRACTOR before submitting claims to State DHCS for Federal and State reimbursement for Medi-Cal eligible clients.

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

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

D. CONTRACTOR is responsible for collection and managing of data in a manner to be determined by DHCS and the COUNTY's Mental Health Plan in accordance with applicable rules and regulations. COUNTY's electronic information system is a critical source of information for purposes of monitoring service volume and obtaining reimbursement.

E. CONTRACTOR shall submit service data into COUNTY's electronic information system according to COUNTY's DBH documentation standards to allow the COUNTY to bill Medi-Cal, and any other third-party source, for services and meet State and Federal reporting requirements.

F. CONTRACTOR 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 regulations and rules promulgated by the Federal Centers for Medicare and Medicaid Services as they relate to participation, coverage and claiming reimbursement. CONTRACTOR will be responsible for compliance as of the effective date of each Federal, State or local law or regulation specified.

G. Data entry shall be the responsibility of the CONTRACTOR. COUNTY shall monitor the volume of services and cost of services entered into the COUNTY's electronic information system. Any and all audit exceptions resulting from the provision and reporting of specialty mental health services by CONTRACTOR shall be the sole responsibility of the CONTRACTOR. CONTRACTOR will comply with all applicable policies, procedures, directives and guidelines regarding the use of COUNTY's electronic information system.

H. Medi-Cal Certification and Mental Health Plan Compliance

CONTRACTOR shall comply with any and all requests and directives associated with COUNTY maintaining State Medi-Cal site certification. CONTRACTOR shall provide specialty mental health services in accordance with the COUNTY's Mental Health Plan. CONTRACTOR must comply with the "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set forth in Exhibit C, attached hereto and incorporated herein by reference and made part of this Agreement. CONTRACTOR shall comply with any and all requests associated with any State/Federal reviews or audits.

CONTRACTOR may provide direct specialty mental health services using pre-licensed staff as long as the individual is approved as a provider by the Mental Health Plan, is supervised by licensed staff, works within his/her scope and only delivers allowable direct specialty mental health services. It is understood that each service is subject to audit for compliance with Federal and State regulations, and that COUNTY may be making payments in advance of said review. In the event that a service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due the amount of said disapproved services. CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

6. INDEPENDENT CONTRACTOR

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

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall

be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

CONTRACTOR will execute written contracts of employment with psychiatrists who will perform services on behalf of CONTRACTOR pursuant to this Agreement. Any such agreements, whether employment contracts, professional services contracts, or independent contractor agreements, shall include the following language, in a separate paragraph, separately initialed by the physician:

> "[NAME OF PHYSICIAN] acknowledges that he or she will be providing professional services at facilities owned and/or operated by the County of Fresno, and, at times, in conjunction with employees of the County of Fresno. It is mutually understood and agreed that in the performance of such duties, [PHYSICIAN] will at all times be acting and performing as an employee [or independent contractor] of CCFMG and not as an employee of the County of Fresno. [PHYSICIAN] acknowledges that he or she shall have absolutely no right to employment rights and benefits available to COUNTY employees. CCFMG is solely liable and responsible for providing [PHYSICIAN] with all legally-required employee benefits.

7. <u>MODIFICATION</u>

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

Notwithstanding the above, changes to services, staffing, and responsibilities of the CONTRACTOR, as needed, to accommodate changes in the laws relating to mental health treatment, as set forth in Exhibit A, may be made with the signed written approval of COUNTY's DBH Director or designee and CONTRACTOR through an amendment approved by COUNTY's County Counsel and the COUNTY's Auditor-Controller's Office.

In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment, Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, as set forth in Exhibit B, that do not exceed 10% of the maximum compensation payable to the CONTRACTOR may be made with the written approval of COUNTY's DBH Director, or designee.

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

8. NON-ASSIGNMENT

No party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY.

9. HOLD-HARMLESS

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

COUNTY in connection with the negligent performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the negligent performance, or failure to perform, of CONTRACTOR, their officers, agents or employees under this Agreement. CONTRACTOR further agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in the event that any person(s) employed or retained by CONTRACTOR to provide services pursuant this Agreement make claims that he/she/they are employees of the COUNTY by virtue of being employed or retained by CONTRACTOR.

CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California audit exceptions resulting from noncompliance herein on the part of CONTRACTOR.

10. INSURANCE

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Five Million Dollars ($5,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage

including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

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

C. Real and Property Insurance

CONTRACTOR shall maintain a policy of insurance for all risk personal property coverage which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of the COUNTY purchase and owned property, at a minimum, as discussed in Section Twenty (21) of this Agreement.

D. All Risk Property Insurance

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

E. Professional Liability

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

F. Child Abuse/Molestation and Social Services Coverage

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

G. Worker's Compensation

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

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This

insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

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

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

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

11. LICENSES/CERTIFICATES

Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

12. RECORDS

CONTRACTOR shall maintain records in accordance with Exhibit D, "Documentation Standards for Client Records", attached hereto and by this reference incorporated herein and made part of this Agreement. COUNTY shall be allowed to review all records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives.

13. REPORTS

A. Outcome Reports

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

A. Additional Reports

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

B. Cost Report

CONTRACTOR shall provide financial data to identify all direct and indirect costs incurred by the CONTRACTOR for all services delivered under this Agreement. All Cost Reports must be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and 5718(c). Unallowable costs such as lobbying or political donations must be deducted on the cost report and monthly invoice reimbursements.

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

During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings related to the reimbursement provided under this Agreement. CONTRACTOR will participate in the several phases of settlements between COUNTY/CONTRACTOR and DHCS. The phases of initial cost reporting for settlement according to State reconciliation of records for paid Medi-Cal services and audit settlement are: State DHCS audit 1) initial cost reporting - after an internal review by COUNTY, the COUNTY files the cost report with State DHCS on behalf of the CONTRACTOR's legal entity for the fiscal year; 2) Settlement –State reconciliation of records for

paid Medi-Cal services, approximately 18 to 36 months following the State close of the fiscal year, DHCS will send notice for any settlement under this provision to the COUNTY; 3) Audit Settlement-State DHCS audit. After final reconciliation and settlement DHCS may conduct a review of medical records, cost report along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow costs and/or units of services. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with CONTRACTOR until resolution of the appeal. DHCS Audits will follow Federal Medicaid procedures for managing overpayments. If at the end of the Audit Settlement, the COUNTY determines that it overpaid the CONTRACTOR, it will require the CONTRACTOR to repay the Medi-Cal related overpayment back to the COUNTY.

Funds owed to COUNTY will be due within forty-five (45) days of notification by the 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 CONTRACTOR.

14. MONITORING

CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director and the State Department of Health Care Services, or their designees, the right to review and monitor records, services or procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR's performance, in order to ensure compliance with the terms and conditions of this Agreement.

15. REFERENCES TO LAWS AND RULES

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

16. COMPLIANCE WITH STATE REQUIREMENTS

CONTRACTOR recognizes that COUNTY operates its mental health programs under an agreement with the State of California Department Health Care Services, and that under said agreement the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere to all State requirements, including those identified in Exhibit E "State Mental Health Requirements", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall also file an incident report for all incidents involving clients, following the Protocol and using the Worksheet identified in Exhibit F, attached hereto and by this reference incorporated herein and made part of this Agreement or a protocol and worksheet presented by CONTRACTOR that is accepted by COUNTY's DBH Director or designee.

17. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR shall inform every client of their rights under the COUNTY's Mental Health Plan as described in Exhibit G, attached hereto and by this reference incorporated herein and made part of this Agreement.

18. CONFIDENTIALITY

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

19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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

COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of PHI pursuant to 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 CONTRACTOR to enter into a contract 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€ of the Code of Federal Regulations.

20. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to

protect the confidential information provided to CONTRACTOR by the COUNTY, including but not limited to the following:

A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

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

1) CONTRACTOR has received authorization by COUNTY for telecommuting purposes;
2) Current virus protection software is in place;
3) Mobile device has the remote wipe feature enabled/ and
4) A secure connection is used.

B. CONTRACTOR-Owned Computers or Computer Peripherals

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

A. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

21. PROPERTY OF COUNTY

A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and intangible property obtained or controlled under COUNTY's Mental Health Plan for use in operational

capacity and will benefit COUNTY for a period more than one year. Depreciation of the qualified items will be on a straight-line basis.

For COUNTY purposes, fixed assets must fulfill three qualifications:

1. Asset must have life span of over one year.
2. The asset is not a repair part
3. The asset must be valued at or greater than the capitalization thresholds for the asset type

Asset type	Threshold
• land	$0
• buildings and improvements	$100,000
• infrastructure	$100,000
• be tangible	$5,000
o equipment	
o vehicles	
• or intangible asset	$100,000
o Internally generated software	
o Purchased software	
o Easements	
o Patents	
• and capital lease	$5,000

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset it will be tagged with a COUNTY program number. A Fixed asset log will be maintained by COUNTY's Asset Management System and annual inventoried until the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DBH Asset Inventory System.

B. Certain purchases less than Five Thousand and No/100 Dollars ($5,000.00) but more than $1,000, with over one year life span, and are mobile and high risk of theft or loss are

sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR maintains a tracking system on the items and are not required to be capitalize or depreciated. The items are subject to annual inventory for compliance.

C. Assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this Agreement CONTRACTOR shall be physically present when fixed and inventoried assets are returned to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY owned undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the assets at the expiration or termination of this Agreement.

CONTRACTOR further agrees to the following:

1. To maintain all items of equipment in good working order and condition, normal wear and tear is expected;

2. To label all items of equipment with COUNTY assigned program number, to perform periodic inventories as required by COUNTY and to maintain an inventory list showing where and how the equipment is being used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY within ten (10) days of any request therefore; and

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

B. The purchase of any equipment by CONTRACTOR with funds provided hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's services or activity under the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from COUNTY.

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

22. NON-DISCRIMINATION

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

23. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

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

24. SINGLE AUDIT CLAUSE

A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR 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) Circular A-133. CONTRACTOR 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, CONTRACTOR must include a corrective action plan signed by an authorized individual. CONTRACTOR 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 Business Office, 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 CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars ($750,000.00) requirement or CONTRACTOR'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 CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's DBH Business Office, 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 CONTRACTOR 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 the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

C. CONTRACTOR shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

25. <u>COMPLIANCE</u>

CONTRACTOR agrees to comply with the COUNTY's Contractor Code of Conduct and Ethics and the COUNTY's Compliance Program in accordance with Exhibit C, attached hereto and incorporated herein by reference and made part of this Agreement. Within thirty (30) days of entering into this Agreement with the COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents and subcontractors providing services under this Agreement certify in writing, that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing services under this Agreement shall certify in writing that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR understands that the promotion of and adherence to the Code of Conduct is an element in evaluating the performance of CONTRACTOR 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 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 the COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California 93703. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this Agreement.

26. <u>ASSURANCES</u>

In entering into this Agreement, CONTRACTOR certifies that neither it, nor any of its officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that neither it, nor any of its officers, have been convicted of a criminal offense related to the provision of health care items or services; nor has it, or any of its officers, been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

A. If COUNTY has notice that either CONTRACTOR, or its officers, has been charged with a criminal offense related to any Federal Health Care Program, or is proposed for exclusion during

the term of any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of the charges or the proposed exclusion.

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

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

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

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

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

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

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

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

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

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

27. PUBLICITY PROHIBITION

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

28. COMPLAINTS

CONTRACTOR shall log complaints and the disposition of all complaints from a client or a client's family. CONTRACTOR shall provide a copy of the detailed complaint log entries concerning COUNTY-sponsored clients to COUNTY at monthly intervals by the tenth (l 0th) day of the following month, in a format that is mutually agreed upon. In addition, CONTRACTOR

shall provide details and attach documentation of each complaint with the log. CONTRACTOR shall post signs informing clients of their right to file a complaint or grievance. CONTRACTOR shall notify COUNTY of all incidents reportable to State licensing bodies that affect COUNTY clients within twenty-four (24) hours of receipt of a complaint.

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

29. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

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

In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the following information must be disclosed by CONTRACTOR by completing Exhibit H, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit H, "Disclosure of Ownership and Control Interest

Statement." Submissions shall be scanned pdf copies and are to be sent via email to DBHAdministration@co.fresno.ca.us attention: Contracts Administration.

30. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

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

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

1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
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-year period preceding their Agreement award, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate CONTRACTOR 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 a CONTRACTOR elects to submit with the disclosed information will be considered. If it is later determined that the CONTRACTOR failed to disclose required

information, any contract awarded to such CONTRACTOR may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit I, attached hereto and by this reference incorporated herein and made part of this Agreement. Additionally, CONTRACTOR must immediately advise the COUNTY's DBH in writing if, during the term of this Agreement: (1) CONTRACTOR 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 CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the 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.

31. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form,

attached hereto as Exhibit J and incorporated herein by reference and made part of this Agreement, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

32. AUDITS AND INSPECTIONS

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

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

33. NOTICES

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

COUNTY	CONTRACTOR
Director, Fresno County Department of Behavioral Health 3133 N. Millbrook Ave Fresno, CA 93702	President and CEO Central California Faculty Medical Group, Inc. (CCFMG) 2625 East Divisadero Street Fresno, CA 93721

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

34. GOVERNING LAW

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

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

35. ENTIRE AGREEMENT

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

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

CONTRACTOR
CENTRAL CALIFORNIA FACULTY
MEDICAL GROUP, INC. (CCFMG)

By:_____

Print Name:_____

Title:_____
President or Chief Executive Officer
Or any Vice President

By:_____

Print Name:_____

COUNTY OF FRESNO

By:_____
Sal Quintero
Chairperson 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

Title:_____

Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Date: _____

Mailing Address:
2625 East Divisadero Street
Fresno, CA 93721
Phone No. (559) 453-5200
Contact: Chief Executive Officer

Fund/Subclass:	0001/10000
Organization:	5630
Account/Program:	7295/0

APPENDIX G: LINKS TO ELECTRONIC FILES

AB 205: Medi-Cal Managed Care Plans ***Accessing Mental Health Services for Medi-Cal Youth Ages 0 to 21***

CCR 1810.310 Implementation Plan Regulations

California's Child Welfare Continuum of Care Reform – CDSS January, 2015

Child and Family Teams (CFTs) – Frequently Asked Questions

Continuum of Care Reform (CCR) - AB-403

Continuum of Care Reform (CCR) – AB 403 Fact Sheet

DHCS MHSUDS Information Notice No. 16-051: Implementation of the DSM 5

DHCS All Plan Letter 17-006: Grievance and Appeal Requirements and Revised Notice Templates and "Your Rights" Attachments

DHCS ***MHSUDS IN 17-032: Implementation of Presumptive Transfer for Foster Children Placed Out of County***

DHCS MHSUDS IN 18-010E: Federal Grievance and Appeal System Requirements with Revised Beneficiary Notice Templates

DHCS MHSUDS IN 18-011: Federal Network Adequacy Standards for MHPs and DMC-ODS Pilot Counties

DHCS MHSUDS IN 19-020: Client Services Information (CSI) Assessment Record

DHCS Managed Care Final Rule: Network Adequacy Standards & Network Certification Webinar 2/22/18

DHCS Specialty Mental Health Services ICD-10 Outpatient Diagnosis Table
DHCS Specialty Mental Health Services ICD-10 Inpatient Diagnosis Table

Federal Register, Vol. 81, No. 61, Mental Health Parity Final Rule

Fresno County Community-Based Suicide Prevention Strategic Plan

Fresno County DBH Drug Medi-Cal Organized Delivery System Implementation Plan

Fresno County Mental Health Plan Provider Directory

Holistic Cultural and Education Wellness Center Policy Procedure Guide for Alternative Holistic Healers

Holistic Cultural and Education Wellness Center Application for Eligibility – Alternative Holistic Providers

https://www.co.fresno.ca.us/departments/behavioral-health/quality-improvement/quality-improvement-plans

Key Medi-Cal Policy Updates – DHCS April, 2018

The Knox-Keene Health Care Service Plan Act of 1975

Laws Relating to Health Care Service Plans in California

Managed Care Forms in Video Format

Medicaid Managed Care Final Rule

Medicaid and CHIP Mental Health Parity Final Rule

Medicaid Managed Care Final Rule: Network Adequacy Standards

Medicaid Managed Care Final Rule Presentation December, 2016

Medical Necessity Criteria

MHSA Three Year Integrated Plan and Community Planning Process

Provider Manuals

Short-Term Residential Therapeutic Program Interim Licensing Standards Version 2

APPENDIX H: IMPLENTATION PLAN OVERVIEW OF REVISIONS

2019 Revisions

Date Revised	Page	Section	Notes	Reason for Update
1/3/19	376 377	Links to Electronic Files	Added Holistic Cultural and Education Wellness Center Policy Procedure Guide for Alternative Holistic Healers. Added Holistic Cultural and Education Wellness Center Application for Eligibility – Alternative Holistic Providers.	Guidelines for Alternative, Complementary and Holistic healers
1/17/19	75	Appendix A	Replaced Reaching Recovery RNL 5.0 form with the RNL 6.0 form.	Update
2/27/19	48 49	EPSDT SMHS Performance Outcome System Functional Assessment Tools for Children and Youth	Updated the age ranges for administration of the CANS-50 and PSC-35 to reflect clarification from IN 18-029.	Clarified by the state
10/11/19	58 59	Concurrent Review of Inpatient Stays	Added information from PPG 4.3.1 on the Concurrent Review and Claims Authorization Process.	Clarification; new regulation
1/2/20	28 29	Access, Cultural Competence & Age Appropriateness	Added information about the Fresno County Community Suicide Prevention Collaborative, and a link to	Information

			the Fresno County Suicide Prevention Collaborative Strategic Plan.	
1/2/20	2 3	Planning, Coordination, Outreach & Notification	Updated MHSA Annual Update and Community Planning Process Information to reflect current update and plan.	Updates
1/13/20	28	Access, Cultural Competence & Age Appropriateness	Added a link to the DHCS 2018 SMHS Dashboard Report.	Update
1/14/20	25-28	Performance Outcomes Systems for SMHS	Added DHCS POS for SMHS information (Adults and Children/Youth) from FY 13-14 through FY 17-18.	Updates
1/23/20	19	Access, Cultural Competence & Age Appropriateness	Updated the Access form completion process and added the MHSUDS IN 19-020.	Clarification; new regulation
1/28/20	iii-vi	Guiding Principles of Care Delivery	Updated DBH's Guiding Principles of Care Delivery	Update
1/28/20	8	Planning, Coordination, Outreach & Notification	Updated Consumer Perception Survey information to include 2017-2018 data	Update

2018 Revisions

Date Revised	Page	Section	Notes	Reason for Update
4/19/18	i	Introduction	Added Knox-Keene Act information	Clarification
9/6/18	i	Introduction	Added information about the Medicaid Managed Care Final Rule	New Regulations
6/5/18	ii-vi	Introduction	Added Fresno County DBH Vision and Mission Statements, DBH Goals, and Guiding Principles of Care Delivery	FYI
6/2017-6/2018	xv-xvi	Links to Electronic Files	Added new MHSUDS Information Notices, the Final Rule, NACT information, information about STRTPs, TFC, CCR	New Regulations
9/21/18	3-5	Introduction	Added MHSA Annual Update information FY 2017-2018	Update
6/5/18	8	Planning, Coordination Outreach	Added findings from the May 2016 vs. May 2017 Consumer Perception Surveys	Update
9/6/18	18	Access, Cultural Competence, Age Appropriateness	Added information about the Fresno Center for New Americans	FYI
9/6/18	18-24	Access, Cultural Competence, Age Appropriateness	Added Final Rule Network Adequacy Standards, appointment time standards, and number of FCMHP Medi-Cal beneficiaries served this fiscal year (YTD) and network data reporting requirements	New Regulations

9/6/18	24	Access, Cultural Competence and Age Appropriateness	Added information regarding new master agreement for individual and group providers allowing unlicensed/registered providers to provide SMHS	FYI
9/6/18	25	Access, Cultural Competence and Age Appropriateness	Added information regarding target populations for rural mental health services	Clarification
6/5/18	26-27	Access, Cultural Competence and Age Appropriateness	Added information about services available post-hospitalization (CRT, Supervised Overnight Stay Visits	FYI
9/6/18	27-31	Access, Cultural Competence and Age Appropriateness	Added information about CFTs, CCR, FFAs and Presumptive Transfer	New Regulations
9/6/18	41	Access, Cultural Competence and Age Appropriateness	Added information and references to STRTPs & the Integrated Core Practice Model	New Regulations
10/4/18	35-38	Access, Cultural Competence and Age Appropriateness	Added EPSDT Intensive services that make up the Pathways to Well-being: ICC, IHBS & TFC	New Regulations
10/4/18	38-41	Access, Cultural Competence and Age Appropriateness	Added EPSDT Performance Outcome System functional assessment tools for children & youth-CANS & PSC-35	New Regulations
9/6/18	48-54	Quality Improvement,	Added information regarding mental health parity compliance and concurrent review of IP stays	New regulations

		Utilization Management		
9/6/18	57-58	Quality Improvement, Utilization Management	Added CMS Final Rule for Subpart F – Grievance and Appeal System information	New regulations
6/6/18	59-62	Quality Improvement, Utilization Management	Added information about new Notice of Adverse Benefit Determination (NOABD), Appeals and State Fair Hearing process	New Regulation
9/6/18	66	Administration	Added MH SUDS IN 18-019: Provider Credentialing and Re-credentialing for MHPs and DMC-ODS Pilot Counties and PPG 4.1.3 V#2 – Credentialing, Re-credentialing and Appeals Policy for Contract Providers	Clarification
10/9/18	34	Access, Cultural Competence and Age Appropriateness	Added School Based Enhanced Prevention/Early Intervention/Expanded Treatment and information about Agreement with Fresno County Superintendent of Schools	New Program
10/9/18	233	Appendix F-3	Added sample Agreement 18-308 with Fresno County Superintendent of Schools	New Program
11/8/18	294	Appendix F-4	Added sample Agreement 18-048 with STRTPs	New Program

12/5/18	335	Appendix F-5	Added sample Agreement 18-440 with Therapeutic Foster Care	New Program
12/5/18	365	Appendix F-6	Added sample Agreement 18-234 with CCFMG	New Providers
12/6/18	xiv 49	Quality Improvement, Utilization Management Programs	Added updated link to the Department's QI Work Plans	Update
9/6/18-1/3/19	18-19	Access to SMHS Maintenance Under Phase II	Added information about newly-created Cultural Humility Committee, Culturally Responsive Plan in Humility FY 2018-19, and Cultural Humility Committee Plan	Newly developed committee and Plans