

**MASTER AGREEMENT**

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

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) component, and through input from the MHSA community stakeholder process, recognizes the need to provide wellness and recovery support to children and transition-age youth through Youth Empowerment Centers; and

WHEREAS, COUNTY, through its 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(S) are qualified and willing to provide said 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. COVERED SERVICES**

A. CONTRACTOR(S) shall perform all services and fulfill all responsibilities as set forth in Exhibit B, "Mental Health Services Act Youth Empowerment Centers", 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 the "Summary of Services" document approved by the COUNTY's DBH Director, or designee, and attached hereto as Exhibit B and incorporated herein by reference. Youth Empowerment Center services are to be provided at off-site locations that may be a school or appropriate natural community setting and not necessarily a mental

1 health facility; the locations of services cannot be changed without prior approval of the DBH Director or  
2 designee.

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

7 C. It is acknowledged that upon execution of this Agreement, CONTRACTOR(S)'  
8 service site for the delivery of Youth Empowerment Center program will be located as stated in Exhibit  
9 A. Any change to CONTRACTOR(S)' location of the service site may be made only upon thirty (30)  
10 days advance written notification to COUNTY's DBH Director and upon written approval from  
11 COUNTY's DBH Director, or designee, with notice to the County.

12 D. CONTRACTOR(S) shall maintain requirements as an Organizational Provider  
13 throughout this Agreement, as described in Section Seventeen (17) of this Agreement. If for any  
14 reason this status is not maintained, the COUNTY may terminate this Agreement pursuant to Section  
15 Three (3) of this Agreement.

16 E. CONTRACTOR(S) agrees that prior to providing services under the terms and  
17 conditions of this Agreement, it shall have appropriate staff hired and in place for program services and  
18 operations, or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate  
19 this Agreement, in accordance with Section Three (3) of this Agreement.

20 F. CONTRACTOR(S) shall participate in monthly, or as needed, workgroup  
21 meetings consisting of staff from COUNTY's DBH to discuss requirements, data reporting, training,  
22 policies and procedures, overall program operations and any problems or foreseeable problems that  
23 may arise.

24 G. It is acknowledged by all parties hereto that COUNTY's DBH Contracts Division  
25 shall monitor said Youth Empowerment Center program in accordance with Section Fourteen (14) of  
26 this Agreement.

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1           **2.    TERM**

2           The term of this Agreement shall become effective on execution through and including  
3 June 30, 2021.

4           CONTRACTOR(S) added to this Agreement after the execution date shall become part  
5 of the Agreement effective upon the date the executed signature page is received and approved by the  
6 COUNTY's DBH Director, or designee, as set forth in Section Eleven (11) of this Agreement.

7           The June 30th termination date specified herein shall be the termination date for all  
8 CONTRACTOR(S), regardless of when CONTRACTOR is added to this Agreement.

9           **3.    TERMINATION**

10          A.    Non-Allocation of Funds - The terms of this Agreement, and the services to be  
11 provided thereunder, are contingent on the approval of funds by the appropriating government agency.  
12 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
13 terminated at any time by giving the CONTRACTOR(S) sixty (60) days advance written notice.

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

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

20           In no event shall any payment by COUNTY constitute a waiver by COUNTY of  
21 any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR(S).  
22 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the  
23 breach or default. The COUNTY shall have the right to demand of each CONTRACTOR the repayment  
24 to the COUNTY of any funds disbursed to that CONTRACTOR under this Agreement, which in the  
25 judgment of COUNTY were not expended in accordance with the terms of this Agreement. Each  
26 CONTRACTOR shall promptly refund any funds upon demand or, at COUNTY's option, such  
27 repayment shall be deducted from future payments owing to that CONTRACTOR under this  
28 Agreement.

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

5 **4. COMPENSATION**

6 COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agree to receive  
7 compensation for actual expenditures incurred in accordance with the individual CONTRACTOR's  
8 "budget" documents approved by the COUNTY's DBH Director, or designee, and attached hereto as  
9 Exhibits C-1 *et seq.* and incorporated herein by this reference.

10 A. Annual Compensation Amounts

11 For July 1, 2019 through June 30, 2020, in no event shall the maximum  
12 compensation amount under this Agreement exceed Eight Hundred Forty-Six Thousand, Eight Hundred  
13 Sixty-Eight and No/100 Dollars (\$846,868.00) for all CONTRACTOR(S) combined.

14 For July 1, 2020 through June 30, 2021, in no event shall the maximum  
15 compensation amount under this Agreement exceed Eight Hundred Eighty-Nine Thousand, Six  
16 Hundred Thirty-Two and No/100 Dollars (\$889,632.00) for all CONTRACTOR(S) combined.

17 The maximum amounts paid to each CONTRACTOR identified in this Agreement  
18 shall be as stated in the CONTRACTOR(S)' "Summary of Services" document approved by the  
19 COUNTY's DBH Director, or designee.

20 B. Total Maximum Compensation Amounts

21 In no event shall the total maximum compensation amount under this Agreement  
22 for July 1, 2019 through June 30, 2021 exceed One Million, Seven Hundred Thirty-Six Thousand, Five  
23 Hundred and No/100 Dollars (\$1,736,500.00) for all CONTRACTOR(S) combined.

24 C. Prior to March 1st of each contract year, CONTRACTOR(S) may provide to  
25 COUNTY's DBH an updated budget and budget narrative in the format identified in Exhibits C-1 *et seq.*  
26 for the upcoming twelve (12) month period. Each budget shall require justification by the  
27 CONTRACTOR(S), and approval of COUNTY's DBH Director, or designee, prior to April 1st for the  
28 upcoming twelve (12) month period covered by said budget. If said budget is not received by the

1 March 1st due date, the budget for the upcoming twelve (12) month period will remain at the prior  
2 year's funding level. The amount of said approved budget shall not exceed the maximum  
3 compensation for the current Agreement period.

4 D. Travel shall be reimbursed based on actual expenditures and mileage  
5 reimbursement shall be at CONTRACTOR(S)' adopted rate per mile, not to exceed the Federal Internal  
6 Revenue Services (IRS) published rate.

7 E. It is understood that all expenses incidental to CONTRACTOR(S)' performance  
8 of services under this Agreement shall be borne by CONTRACTOR(S). If CONTRACTOR(S) fail to  
9 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further  
10 compensation.

11 F. Payments shall be made by COUNTY to CONTRACTOR(S) in arrears for  
12 services provided during the preceding month, within forty-five (45) days after the date of receipt and  
13 approval by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall  
14 be made after receipt and verification of services provided in the performance of this Agreement, in  
15 accordance with the "Summary of Services" as provided for in Exhibit B, and shall be documented to  
16 COUNTY on a monthly basis by the tenth (10th) of the month following the month of said service  
17 provision.

18 G. COUNTY shall not be obligated to make any payments under this Agreement if  
19 the request for payment is received by COUNTY more than sixty (60) days after this Agreement has  
20 terminated or expired.

21 H. All final invoices and/or any final budget modification requests shall be submitted  
22 by CONTRACTOR(S) within sixty (60) days following the final month of service for which payment is  
23 claimed. No action shall be taken by COUNTY on invoices submitted beyond the sixty (60) day  
24 closeout period. Any compensation which is not expended by CONTRACTOR(S) pursuant to the terms  
25 and conditions of this Agreement shall automatically revert to COUNTY.

26 I. The services provided by CONTRACTOR(S) under this Agreement are funded in  
27 whole or in part by the State of California. In the event that funding for these services is delayed by the  
28 State Controller, COUNTY may defer payments to CONTRACTOR(S). The amount of the deferred

1 payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The  
2 period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's  
3 delay of payment to COUNTY plus forty-five (45) days.

4 J. CONTRACTOR(S) shall be held financially liable for any and all future  
5 disallowances/audit exceptions due to CONTRACTOR(S)' deficiency discovered through the applicable  
6 State's audit process and MHP's utilization review process during the course of the Agreement. At  
7 COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon  
8 notification or shall be withheld from subsequent payments to CONTRACTOR(S). CONTRACTOR(S)  
9 shall not receive reimbursement for any units of services rendered that are disallowed or denied by the  
10 applicable MHP utilization review process or through the State Department of Health Care Services  
11 (DHCS) cost report audit settlement process for Medi-Cal eligible clients.

12 K. It is understood by CONTRACTOR(S) and COUNTY that this Agreement is  
13 funded with mental health funds to serve adolescents and transition age youth.

14 **5. INVOICING**

15 A. CONTRACTOR(S) shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) of each  
16 month for actual services provided during the prior month to [DBH-Invoices@fresnocountyca.gov](mailto:DBH-Invoices@fresnocountyca.gov) and a  
17 carbon copy to the assigned DBH Mental Health Contracts Staff Analyst. Invoices and reports shall be  
18 in such detail as acceptable to COUNTY's DBH, as described in this section herein and in Section  
19 Fourteen (14) of this Agreement.

20 B. CONTRACTOR shall submit monthly invoices and general ledgers that itemize  
21 the line item charges for monthly program costs (per applicable budget, as identified in Exhibit C-1 *et*  
22 *seq.*). Unallowable costs such as lobbying or political donations must be deducted from the monthly  
23 invoice reimbursements. The invoices and general ledgers will serve as tracking tools to determine if  
24 CONTRACTOR's program costs are in accordance with its budgeted cost, as set forth in Exhibit C-1 *et*  
25 *seq.*

26 C. At the discretion of COUNTY's DBH Director, or designee, if an invoice is  
27 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall  
28 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper

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

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

14 E. CONTRACTOR(S) shall submit monthly staffing reports that identify all direct  
15 service and support staff, applicable licensure/certifications, and full time hours worked to be used as a  
16 tracking tool to determine if CONTRACTOR(S)'s program is staffed according to the services provided  
17 under this Agreement.

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

21 G. CONTRACTOR(S) is responsible for collection and managing data in a manner  
22 to be determined by DHCS and the DBH MHP in accordance with applicable rules and regulations.  
23 CONTRACTOR(S) must attend the COUNTY DBH's Business Office training on documentation and  
24 billing and related cost reporting.

25 **6. INDEPENDENT CONTRACTOR**

26 In performance of the work, duties, and obligations assumed by CONTRACTOR(S)  
27 under this Agreement, it is mutually understood and agreed that CONTRACTOR(S), including any and  
28 all of CONTRACTOR(S)' officers, agents, and employees will at all times be acting and performing as

1 independent contractors, and shall act in an independent capacity and not as an officer, agent, servant,  
2 employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right  
3 to control or supervise or direct the manner or method by which each CONTRACTOR shall perform its  
4 work and function. However, COUNTY shall retain the right to administer this Agreement so as to  
5 verify that each CONTRACTOR is performing their obligations in accordance with the terms and  
6 conditions thereof. CONTRACTOR(S) and COUNTY shall comply with all applicable provisions of law  
7 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which  
8 are directly or indirectly the subject of this Agreement.

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

17           **7. MODIFICATION**

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

20           Notwithstanding the above, changes to services, staffing, and responsibilities of the  
21 CONTRACTOR(S), as set forth in Exhibits C-1 *et seq.*, as needed to accommodate changes in the law  
22 relating to mental health and substance use disorder treatment, may be made with the signed written  
23 approval of COUNTY's DBH Director, or designee, and CONTRACTOR(S) through an amendment  
24 approved by COUNTY's Counsel and the COUNTY's Auditor-Controller/Treasurer-Tax Collector's  
25 Office.

26           In addition, changes to line items in the budget, and changes to the volume of units of  
27 services/types of service units to be provided attached as set forth in Exhibit C-1 *et seq.*, that do  
28 exceed 10% of maximum compensation payable to each CONTRACTOR may be made with the written

1 approval of COUNTY's DBH Director or designee, with notice to the County. Said budget line item  
2 changes shall not result in any change to the maximum compensation amount payable to each  
3 CONTRACTOR, as stated herein.

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

6 **8. NON-ASSIGNMENT**

7 COUNTY and CONTRACTOR(S) shall not assign, transfer or subcontract this  
8 Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY  
9 and the individual CONTRACTOR seeking to make such assignment.

10 **9. HOLD-HARMLESS**

11 Each CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's  
12 request, defend the COUNTY, its officers, agents and employees from any and all costs and expenses,  
13 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to  
14 COUNTY in connection with the performance, or failure to perform, by each CONTRACTOR, its  
15 officers, agents or employees under this Agreement, and from any and all costs and expenses,  
16 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to  
17 any person, firm or corporation who may be injured or damaged by the performance, or failure to  
18 perform, of CONTRACTOR(S), its officers, agents or employees under this Agreement.

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

22 **10. INSURANCE**

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

26 A. **Commercial General Liability**

27 Commercial General Liability Insurance with limits of not less than Two Million  
28 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,

1 product liability, contractual liability, Explosion-Collapse-Underground, fire legal  
2 liability or any other liability insurance deemed necessary because of the nature  
3 of the Agreement.

4 B. Automobile Liability

5 Comprehensive Automobile Liability Insurance with limits no less than One  
6 Million Dollars (\$1,000,000) per accident for bodily injury and property damage.  
7 Coverage should include any automobile used in connection with this  
8 Agreement. If CONTRACTOR(S) employees are not covered by  
9 CONTRACTOR(S) automobile liability insurance policy, CONTRACTOR(S) shall  
10 ensure that each employee as part of this Agreement procures and maintains  
11 their own private automobile coverage in force during the term of this Agreement,  
12 at the employee's sole cost and expense.

13 C. Professional Liability

14 If CONTRACTOR(S) employs licensed professional staff (e.g. Ph.D., R.N.,  
15 L.C.S.W., L.M.F.T., etc.) in providing services, Professional Liability Insurance  
16 with limits of not less than One Million Dollars (\$1,000,000) per occurrence,  
17 Three Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees  
18 that it shall maintain, at its sole expense, in full force and effect for a period of  
19 five (5) years following the termination of this Agreement, one or more policies of  
20 professional liability insurance with limits of coverage as specified herein.

21 D. Real and Property Insurance

22 CONTRACTOR(S) shall maintain a policy of insurance for all risk personal  
23 property coverage which shall be endorsed naming the County of Fresno as an  
24 additional loss payee. The personal property coverage shall be in an amount  
25 that will cover the total of the COUNTY purchase and owned property, at a  
26 minimum, as discussed in Section Twenty One (21) of this Agreement.

27 All Risk Property Insurance

28 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.

F. 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

1 Liability coverage or have a specific endorsement on their General Commercial  
2 liability policy covering Child Abuse/Molestation and Social Services Liability.  
3 The policy limits for these policies shall be One Million Dollars (\$1,000,000) per  
4 occurrence with a Two Million Dollars (\$2,000,000) annual aggregate. The  
5 policies are to be on a per occurrence basis.

6 G. Cyber Liability

7 Cyber Liability Insurance, with limits not less than Two Million Dollars  
8 (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000)  
9 aggregate. Coverage shall be sufficiently broad to respond to the duties and  
10 obligations as is undertaken by CONTRACTOR(S) in this Agreement and shall  
11 include, but not be limited to, claims involving infringement of intellectual  
12 property, including but not limited to infringement of copyright, trademark, trade  
13 dress, invasion of privacy violations, information theft, damage to or destruction  
14 of electronic information, release of private information, alteration of electronic  
15 information, extortion and network security. The policy shall provide coverage for  
16 breach response costs as well as regulatory fines and penalties as well as credit  
17 monitoring expenses with limits sufficient to respond to these obligations.

18 H. Waiver of Subrogation

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

26 Each CONTRACTOR shall obtain endorsements to the Commercial General Liability  
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
28 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, said  
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,

1 Contract Services Division, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Cultural  
2 Specific Services Mental Health Contract Staff Analyst, stating that such insurance coverages have  
3 been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
4 not be responsible for any premiums on the policies; that such Commercial General Liability insurance  
5 names the County of Fresno, its officers, agents and employees, individually and collectively, as  
6 additional insured, but only insofar as the operations under this Agreement are concerned; that such  
7 coverage for additional insured shall apply as primary insurance and any other insurance, or self-  
8 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not  
9 contributing with insurance provided under CONTRACTOR(S) policies herein; and that this insurance  
10 shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to  
11 COUNTY.

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

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

18 **11. ADDITIONS/DELETIONS OF CONTRACTORS**

19 COUNTY's DBH Director, or designee, reserves the right at any time during the term of  
20 this Agreement to add new CONTRACTOR(S) to those listed in Exhibit A with oversight and approval  
21 by Internal Services Department – Purchasing Division, with notice to the County. It is understood any  
22 such additions will not affect compensation paid to any other CONTRACTOR, and therefore such  
23 additions may be made by COUNTY without notice to or approval of the other CONTRACTOR(S)  
24 under this Agreement. These same provisions shall apply to the deletion of any CONTRACTOR(S)  
25 contained in Exhibit A, except that deletions shall be by written mutual agreement between the  
26 COUNTY and the particular CONTRACTOR to be deleted, or shall be in accordance with the  
27 provisions of Section Three (3) of this Agreement.

28 **12. LICENSES/CERTIFICATES**

1 Throughout the term of this Agreement, CONTRACTOR(S) and CONTRACTOR(S) staff  
2 shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions  
3 necessary for the provision of the services hereunder and required by the laws and regulations of the  
4 United States of America, State of California, the County of Fresno, and any other applicable  
5 governmental agencies. CONTRACTOR(S) shall notify COUNTY immediately in writing of its inability  
6 to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions  
7 irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR(S) and  
8 CONTRACTOR(S)' staff shall comply with all applicable laws, rules or regulations, as may now exist or  
9 be hereafter changed.

10 **13. REPORTS**

11 A. Outcome Reports

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

15 B. Additional Reports

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

23 **14. MONITORING**

24 CONTRACTOR(S) agrees to extend to COUNTY's staff, COUNTY's DBH Director, or  
25 designee, and DHCS, or their designees, the right to review and monitor records, program or  
26 procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR(S)'  
27 program, in order to ensure compliance with the terms and conditions of this Agreement.

28 **15. REFERENCES TO LAWS AND RULES**

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

4 **16. COMPLIANCE WITH STATE REQUIREMENTS**

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

10 **17. COMPLIANCE WITH STATE REQUIREMENTS**

11 CONTRACTOR(S) shall be required to maintain organizational provider certification by  
12 Fresno County. It is acknowledged that all references to Organizational Provider and/or Provider in  
13 Exhibit D shall refer to CONTRACTOR(S). In addition, CONTRACTOR(S) shall inform every client of  
14 their rights under the COUNTY's MHP as described in Exhibit F, "Fresno County Mental Health Plan  
15 Grievances and Appeals Process," attached hereto and by this reference incorporated herein and  
16 made part of this Agreement. CONTRACTOR(S) shall also file an incident report for all incidents  
17 involving clients, following the DBH's "Incident Reporting and Intensive Analysis" policy and procedure  
18 guide and using the "Incident Report" worksheet identified in Exhibit L, attached hereto and by this  
19 reference incorporated herein and made part of this Agreement, or a protocol and worksheet presented  
20 by CONTRACTOR(S) that is accepted by COUNTY's DBH Director, or designee.

21 **18. CONFIDENTIALITY**

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

25 **19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

26 COUNTY and CONTRACTOR(S) each consider and represent themselves as covered  
27 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law  
28 104-191 (HIPAA) and agree to use and disclose protected health information (PHI) as required by law.

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

3 COUNTY and CONTRACTOR(S) intend to protect the privacy and provide for the  
4 security of PHI pursuant to the Agreement in compliance with HIPAA, the Health Information  
5 Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations  
6 promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations)  
7 and other applicable laws. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule  
8 require CONTRACTOR(S) to enter into a contract containing specific requirements prior to the  
9 disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and  
10 164.504(e) of the Code of Federal Regulations (CFR).

11 **20. DATA SECURITY**

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

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

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

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

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

27 CONTRACTOR(S) may not bring CONTRACTOR(S)-owned computers or  
28 computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief

1 Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is  
2 approved to be transferred, data must be stored on a secure server approved by the COUNTY and  
3 transferred by means of a Virtual Private Network (VPN) connection, or another type of secure  
4 connection. Said data must be encrypted.

5 C. COUNTY-Owned Computer Equipment

6 CONTRACTOR(S) may not use COUNTY computers or computer peripherals on  
7 non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer,  
8 and/or designee(s).

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

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

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

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

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



1 maintains a tracking system on the items and are not required to be capitalize or depreciated. The  
2 items are subject to annual inventory for compliance.

3 C. Assets shall be retained by COUNTY, as COUNTY property, in the event this  
4 Agreement is terminated or upon expiration of this Agreement. CONTRACTOR(S) agrees to  
5 participate in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or  
6 expiration of this Agreement, CONTRACTOR(S) shall be physically present when fixed and inventoried  
7 assets are returned to COUNTY possession. CONTRACTOR(S) is responsible for returning to  
8 COUNTY all COUNTY owned undepreciated fixed and inventoried assets, or the monetary value of  
9 said assets if unable to produce the assets at the expiration or termination of this Agreement.

10 CONTRACTOR further agrees to the following:

11 1. To maintain all items of equipment in good working order and condition,  
12 normal wear and tear is expected;

13 2. To label all items of equipment with COUNTY assigned program number,  
14 to perform periodic inventories as required by COUNTY and to maintain an inventory list showing  
15 where and how the equipment is being used, in accordance with procedures developed by  
16 COUNTY. All such lists shall be submitted to COUNTY within ten (10) days of any request therefore;  
17 and

18 3. To report in writing to COUNTY immediately after discovery, the loss or  
19 theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted  
20 and a copy of the police report submitted to COUNTY.

21 D. The purchase of any equipment by CONTRACTOR(S) with funds provided  
22 hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this  
23 Agreement as appropriate, and must be directly related to CONTRACTOR(S)' services or activity under  
24 the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from  
25 equipment purchased, which are incurred by CONTRACTOR(S), if prior written approval has not been  
26 obtained from COUNTY.

27 E. CONTRACTOR(S) must obtain prior written approval from COUNTY's DBH  
28 whenever there is any modification or change in the use of any property acquired or improved, in whole

1 or in part, using funds under this Agreement. If any real or personal property acquired or improved with  
2 said funds identified herein is sold and/or is utilized by CONTRACTOR(S) for a use which does not  
3 qualify under this Agreement, CONTRACTOR(S) shall reimburse COUNTY in an amount equal to the  
4 current fair market value of the property, less any portion thereof attributable to expenditures of funds  
5 not provided under this Agreement. These requirements shall continue in effect for the life of the  
6 property. In the event this Agreement expires, or terminates, the requirements for this Section shall  
7 remain in effect for activities or property funded with said funds, unless action is taken by the State  
8 government to relieve COUNTY of these obligations.

9 **22. NON-DISCRIMINATION**

10 During the performance of this Agreement, CONTRACTOR(S) and its subcontractors  
11 shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national  
12 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital  
13 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran  
14 status, nor shall they discriminate unlawfully against any employee or applicant for employment  
15 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
16 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,  
17 age, sexual orientation, or military or veteran status. CONTRACTOR(S) shall insure that the evaluation  
18 and treatment of employees and applicants for employment are free of such discrimination.

19 CONTRACTOR(S) and subcontractors shall comply with the provisions of the Fair  
20 Employment and Housing Act (Gov. Code §12800 et seq.), the regulations promulgated thereunder  
21 (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title  
22 2 of the Government Code (Gov. Code §11135-11139.5), and the regulations or standards adopted by  
23 the awarding state agency to implement such article. CONTRACTOR(S) shall permit access by  
24 representatives of the Department of Fair Employment and Housing and the awarding state agency  
25 upon reasonable notice at any time during the normal business hours, but in no case less than twenty-  
26 four (24) hours notice, to such of its books, records, accounts, and all other sources of information and  
27 its facilities as said Department or Agency shall require to ascertain compliance with this clause.  
28 CONTRACTOR(S) and its subcontractors shall give written notice of their obligations under this clause

1 to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code  
2 Regs., tit. 2, §11105) CONTRACTOR(S) shall include the Non-Discrimination and compliance  
3 provisions of this clause in all subcontracts to perform work under this Agreement.

4 **23. CULTURAL COMPETENCY**

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

6 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R  
7 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance  
8 from discriminating against persons based on race, color, national origin, sex, disability or religion.

9 This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access  
10 and participation in federally funded programs through the provision of comprehensive and quality  
11 bilingual services.

12 B. Policies and procedures for ensuring access and appropriate use of trained  
13 interpreters and material translation services for all LEP consumers, including, but not limited to,  
14 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and  
15 procedures, and monitoring its language assistance program. The CONTRACTOR(S)' procedures  
16 must include ensuring compliance of any sub-contracted providers with these requirements.

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

18 D. CONTRACTOR(S) shall provide and pay for interpreting and translation services  
19 to persons participating in CONTRACTOR(S)' services who have limited or no English language  
20 proficiency, including services to persons who are deaf or blind. Interpreter and translation services  
21 shall be provided as necessary to allow such participants meaningful access to the programs, services  
22 and benefits provided by CONTRACTOR(S). Interpreter and translation services, including translation  
23 of CONTRACTOR(S)' "vital documents" (those documents that contain information that is critical for  
24 accessing CONTRACTOR(S)' services or are required by law) shall be provided to participants at no  
25 cost to the participant. CONTRACTOR(S) shall ensure that any employees, agents, subcontractors,  
26 or partners who interpret or translate for a program participant, or who directly communicate with a  
27 program participant in a language other than English, demonstrate proficiency in the participant's  
28 language and can effectively communicate any specialized terms and concepts peculiar to

1 CONTRACTOR(S) services.

2 E. CONTRACTOR(S) shall be responsible for conducting an annual cultural  
3 competency self-assessment and provide the results of said self-assessment to the COUNTY'S  
4 DBH. The annual cultural competency self-assessment instruments shall be reviewed by the COUNTY  
5 and revised as necessary to meet the approval of the COUNTY.

6 F. Cultural competency training for CONTRACTOR(S) staff should be substantively  
7 integrated into health professions education and training at all levels, both academic and  
8 functional, including core curriculum, professional licensure, and continuing professional development  
9 programs. On an annual basis, CONTRACTOR's direct service providers shall complete eight (8)  
10 hours of cultural competency training. CONTRACTOR(S) on a monthly basis shall provide COUNTY  
11 DBH a monthly monitoring tool/report that shows cultural competency trainings completed.

12 G. CONTRACTOR(S) shall attend the COUNTY's Cultural Competency Committee  
13 monthly meetings, maintain its own cultural competence oversight committee, and develop a cultural  
14 competency plan to address and evaluate cultural competency issues.

15 **24. AMERICANS WITH DISABILITIES ACT**

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

24 **25. CONFLICT OF INTEREST**

25 No officer, agent, or employee of COUNTY who exercises any function or responsibility  
26 for planning and carrying out the services provided under this Agreement shall have any direct or  
27 indirect personal financial interest in this Agreement. In addition, no employee of COUNTY shall be  
28 employed by CONTRACTOR(S) to fulfill any contractual obligations with COUNTY.

1 CONTRACTOR(S) shall also comply with all Federal, State of California, and local  
2 conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and  
3 beneficiaries under this Agreement and any officer, agent, or employee of COUNTY.

4 **26. CHARITABLE CHOICE**

5 CONTRACTOR(S) may not discriminate in its program delivery against a client or  
6 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal  
7 to actively participate in a religious practice. Any specifically religious activity or service made available  
8 to individuals by CONTRACTOR(S) must be voluntary as well as separate in time and location from  
9 COUNTY-funded activities and services. CONTRACTOR(S) shall inform COUNTY as to whether it is  
10 faith-based. If CONTRACTOR(S) identifies as faith-based, it must submit to COUNTY's DBH a copy of  
11 its policy on referring individuals to an alternate treatment provider, and include a copy of this policy in  
12 its client admission forms. The policy must inform individuals that they may be referred to an  
13 alternative provider if they object to the religious nature of the program, and include a notice to  
14 COUNTY's DBH. Adherence to this policy will be monitored during annual site reviews and reviews of  
15 client files. If CONTRACTOR(S) identifies as faith-based, by July 1st of each year CONTRACTOR will  
16 be required to report to COUNTY's DBH the number of individuals who requested referrals to alternate  
17 providers based on religious objection.

18 **27. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

1 period, with a related organization, such Agreement shall contain a clause to the effect that until the  
2 expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the  
3 related organizations shall make available, upon written request to the Secretary of the United States  
4 Department of Health and Human Services, or upon request to the Comptroller General of the United  
5 States General Accounting Office, or any of their duly authorized representatives, a copy of such  
6 subcontract and such books, documents, and records of such organization as are necessary to verify  
7 the nature and extent of such costs.

8 **28. SINGLE AUDIT CLAUSE**

9 A. If CONTRACTOR(S) expends Seven Hundred Fifty Thousand Dollars and  
10 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR(S)  
11 agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards  
12 as set forth in Office of Management and Budget (OMB) 2 CFR 200. CONTRACTOR(S) shall submit  
13 said audit and management letter to COUNTY. The audit must include a statement of findings or a  
14 statement that there were no findings. If there were negative findings, CONTRACTOR(S) must include  
15 a corrective action plan signed by an authorized individual. CONTRACTOR(S) agrees to take action to  
16 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be  
17 delivered to COUNTY's DBH Business Office for review within nine (9) months of the end of any fiscal  
18 year in which funds were expended and/or received for the program. Failure to perform the requisite  
19 audit functions as required by this Agreement may result in COUNTY performing the necessary audit  
20 tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result  
21 in the inability of COUNTY to enter into future agreements with CONTRACTOR(S). All audit costs  
22 related to this Agreement are the sole responsibility of CONTRACTOR(S).

23 B. A single audit report is not applicable if CONTRACTOR(S)'s Federal contracts do  
24 not exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or  
25 CONTRACTOR(S)' only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a  
26 program audit must be performed and a program audit report with management letter shall be  
27 submitted by CONTRACTOR(S) to COUNTY as a minimum requirement to attest to CONTRACTOR's  
28 solvency. Said audit report shall be delivered to COUNTY's DBH Business Office for review, no later

1 than nine (9) months after the close of the fiscal year in which the funds supplied through this  
2 Agreement are expended. Failure to comply with this Act may result in COUNTY performing the  
3 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs  
4 related to this Agreement are the sole responsibility of CONTRACTOR(S) who agrees to take  
5 corrective action to eliminate any material noncompliance or weakness found as a result of such audit.  
6 Audit work performed by COUNTY under this section shall be billed to the CONTRACTOR(S) at  
7 COUNTY's cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

8 C. CONTRACTOR(S) shall make available all records and accounts for inspection  
9 by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the  
10 Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a  
11 period of at least three (3) years following final payment under this Agreement or the closure of all other  
12 pending matters, whichever is later.

13 **29. COMPLIANCE**

14 CONTRACTOR(S) agrees to comply with the COUNTY's "Contractor Code of Conduct  
15 and Ethics" and the COUNTY's Compliance Program in accordance with Exhibit D. Within thirty (30)  
16 days of entering into this Agreement with the COUNTY, CONTRACTOR(S) shall have all of  
17 CONTRACTOR(S)' employees, agents and subcontractors providing services under this Agreement  
18 certify in writing, that he or she has received, read, understood, and shall abide by the Contractor Code  
19 of Conduct and Ethics. CONTRACTOR(S) shall ensure that within thirty (30) days of hire, all new  
20 employees, agents and subcontractors providing services under this Agreement shall certify in writing  
21 that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and  
22 Ethics. CONTRACTOR(S) understands that the promotion of and adherence to the Code of Conduct is  
23 an element in evaluating the performance of CONTRACTOR(S) and its employees, agents and  
24 subcontractors.

25 Within thirty (30) days of entering into this Agreement, and annually thereafter, all  
26 employees, agents and subcontractors providing services under this Agreement shall complete general  
27 compliance training and appropriate employees, agents and subcontractors shall complete  
28 documentation and billing or billing/reimbursement training. All new employees, agents and

1 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who  
2 is required to attend training shall certify in writing that he or she has received the required training.  
3 The certification shall specify the type of training received and the date received. The certification shall  
4 be provided to the COUNTY's Compliance Officer at 3133 N. Millbrook Ave, Fresno, California 93703.  
5 CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any penalty imposed upon  
6 COUNTY by the Federal Government as a result of CONTRACTOR(S)' violation of the terms of this  
7 Agreement.

8 **30. ASSURANCES**

9 In entering into this Agreement, CONTRACTOR(S) certifies that it is not currently  
10 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care  
11 Programs: that it has not been convicted of a criminal offense related to the provision of health care  
12 items or services; nor has it been reinstated to participation in the Federal Health Care Programs after  
13 a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to  
14 entering into a contract, that CONTRACTOR(S) is ineligible on these grounds, COUNTY will remove  
15 CONTRACTOR(S) from responsibility for, or involvement with, COUNTY's business operations related  
16 to the Federal Health Care Programs and shall remove such CONTRACTOR(S) from any position in  
17 which CONTRACTOR(S)' compensation, or the items or services rendered, ordered or prescribed by  
18 CONTRACTOR(S) may be paid in whole or part, directly or indirectly, by Federal Health Care  
19 Programs or otherwise with Federal Funds at least until such time as CONTRACTOR(S) is reinstated  
20 into participation in the Federal Health Care Programs.

21 A. If COUNTY has notice that CONTRACTOR(S) has been charged with a criminal  
22 offense related to any Federal Health Care Program, or is proposed for exclusion during the term of any  
23 contract, CONTRACTOR(S) and COUNTY shall take all appropriate actions to ensure the accuracy of  
24 any claims submitted to any Federal Health Care Program. At its discretion given such circumstances,  
25 COUNTY may request that CONTRACTOR(S) cease providing services until resolution of the charges  
26 or the proposed exclusion.

27 B. CONTRACTOR(S) agrees that all potential new employees of  
28 CONTRACTOR(S) or subcontractors of CONTRACTOR(S) who, in each case, are expected to perform

1 professional services under this Agreement, will be queried as to whether: (1) they are now or ever  
2 have been excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health  
3 Care Programs; (2) they have been convicted of a criminal offense related to the provision of health  
4 care items or services; and or (3) they have been reinstated to participation in the Federal Health Care  
5 Programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

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

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

18                 **31.    PUBLICITY PROHIBITION**

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

27                 **32.    COMPLAINTS**

28

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

9 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored  
10 clients, CONTRACTOR(S) shall provide COUNTY with information relevant to the complaint,  
11 investigative details of the complaint, the complaint and CONTRACTOR(S)' disposition of, or corrective  
12 action taken to resolve the complaint. In addition, CONTRACTOR(S) shall inform every client of their  
13 rights as set forth in Exhibit F and Exhibit G regarding grievances and incident reporting.

14 **33. CHILD ABUSE REPORTING ACT**

15 CONTRACTOR(S) shall establish a procedure acceptable to the COUNTY's DBH  
16 Director, or designee, to ensure that all of the CONTRACTOR(S)' employees, consultants,  
17 subcontractors or agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal  
18 Code, and performing services under this Agreement shall report all known or suspected child abuse or  
19 neglect to a child protective agency as defined in Penal Code section 11165.9. This procedure shall  
20 include:

21 A. A requirement that all CONTRACTOR(S)' employees, consultants,  
22 subcontractors or agents performing services shall sign a statement that he or she knows of and will  
23 comply with the reporting requirements as defined in Penal Code section 11166(a), identified in Exhibit  
24 K, attached hereto and incorporated herein by reference and made part of this Agreement.

25 B. Establishing procedures to ensure reporting even when employees, consultants,  
26 subcontractors, or agents who are not required to report child abuse under Penal Code section  
27 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

28 **34. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**

1                   **INFORMATION**

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

5                   In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),  
6 the following information must be disclosed by CONTRACTOR(S) by completing Exhibit J, “Disclosure  
7 of Ownership and Control Interest Statement”, attached hereto and by this reference incorporated  
8 herein and made part of this Agreement. CONTRACTOR(S) shall submit this form to COUNTY’s DBH  
9 within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR(S) shall  
10 report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit J.  
11 CONTRACTOR(S) is required to submit a set of fingerprints for any person with a five (5) percent or  
12 greater direct or indirect ownership interest in CONTRACTOR(S). COUNTY may terminate this  
13 Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in  
14 the CONTRACTOR(S) did not submit timely and accurate information and cooperate with any  
15 screening method required in CFR, Title 42, Section 455.416. Submissions shall be scanned portable  
16 document format (pdf) copies and are to be sent via email to [DBHAdministration@fresnocountyca.gov](mailto:DBHAdministration@fresnocountyca.gov),  
17 Attention: Contracts Administration. COUNTY may deny enrollment or terminate this Agreement where  
18 any person with a five (5) percent or greater direct or indirect ownership interest in CONTRACTOR(S)  
19 has been convicted of a criminal offense related to that person’s involvement with the Medicare,  
20 Medicaid, or Title XXI program in the last ten (10) years.

21                   **35.    DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

22                   CONTRACTOR(S) is required to disclose if any of the following conditions apply to  
23 them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as  
24 “CONTRACTOR(S)”):

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

- 27                               1)       Fraud or a criminal offense in connection with obtaining, attempting to  
28    obtain, or performing a public (federal, state, or local) transaction or

1 contract under a public transaction;

2 2) Violation of a federal or state antitrust statute;

3 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of  
4 records; or

5 4) False statements or receipt of stolen property.

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

8 Disclosure of the above information will not automatically eliminate CONTRACTOR(S)  
9 from further business consideration. The information will be considered as part of the determination  
10 of whether to continue and/or renew the Agreement and any additional information or explanation  
11 that a CONTRACTOR(S) elects to submit with the disclosed information will be considered. If it is  
12 later determined that the CONTRACTOR(S) failed to disclose required information, any contract  
13 awarded to such CONTRACTOR(S) may be immediately voided and terminated for material failure to  
14 comply with the terms and conditions of the award.

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

26 **36. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

27 This provision is only applicable if the CONTRACTOR(S) is operating as a corporation (a  
28 for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR(S)

1 changes its status to operate as a corporation.

2 Members of the CONTRACTOR(S)' Board of Directors shall disclose any self-dealing  
3 transactions that they are a party to while CONTRACTOR(S) is providing goods or performing services  
4 under this Agreement. A self-dealing transaction shall mean a transaction to which the  
5 CONTRACTOR(S) is a party and in which one or more of its directors has a material financial interest.  
6 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to  
7 by completing and signing a "Self-Dealing Transaction Disclosure Form", attached hereto as Exhibit M  
8 and incorporated herein by reference and made part of this Agreement, and submitting it to the  
9 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

10 **37. AUDITS AND INSPECTIONS**

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

16 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),  
17 CONTRACTOR(S) shall be subject to the examination and audit of the State Auditor General for a  
18 period of three (3) years after final payment under contract (California Government Code section  
19 8546.7).

20 **38. NOTICES**

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

<u>COUNTY</u>	<u>CONTRACTOR(S)</u>
Director, Fresno County	SEE EXHIBIT A
Department of Behavioral Health	
3133 N. Millbrook Ave.	
Fresno, CA 93703	

26  
27 All notices between the COUNTY and CONTRACTOR(S) provided for or permitted  
28 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

1 notice delivered by personal service is effective upon service to the recipient. A notice delivered by  
2 first-class United States mail is effective three (3) COUNTY business days after deposit in the United  
3 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight  
4 commercial courier service is effective one (1) COUNTY business day after deposit with the overnight  
5 commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery,  
6 addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to  
7 the recipient is completed (but, if such transmission is completed outside of COUNTY business hours,  
8 then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day),  
9 provided that the sender maintains a machine record of the completed transmission. For all claims  
10 arising out of or related to this Agreement, nothing in this Section establishes, waives, or modifies any  
11 claims presentation requirements or procedures provided by law, including but not limited to the  
12 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

13 **39. SEVERABILITY**

14 If any non-material term, provision, covenant, or condition of this Agreement is held by a  
15 court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall  
16 remain in full force and effect, and shall in no way be affected, impaired or invalidated.

17 **40. SEPARATE AGREEMENT**

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

22 **41. GOVERNING LAW**

23 The parties agree that for the purpose of venue, performance under this Agreement is in  
24 Fresno County, California.

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

27 **42. ENTIRE AGREEMENT**

28 This Agreement, including all Exhibits, constitutes the entire agreement between

1 CONTRACTOR(S) and COUNTY with respect to the subject matter hereof and supersedes all  
2 previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
3 understandings of any nature whatsoever unless expressly included in this Agreement.

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

3  
4 COUNTY OF FRESNO

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6 

7 Nathan Magsig, Chairman of the Board of  
8 Supervisors of the County of Fresno

9  
10 **ATTEST:**  
11 Bernice E. Seidel  
12 Clerk of the Board of Supervisors  
13 County of Fresno, State of California

14 By: Susan Bishop  
15 Deputy

16  
17  
18  
19 **PLEASE SEE ADDITIONAL  
20 SIGNATURE PAGES ATTACHED**

21  
22  
23 **FOR ACCOUNTING USE ONLY:**

24 Fund/Subclass: 0001/10000  
25 Organization: 56304770  
26 (Kings View: \$1,131,692)  
27 (Live Again Fresno: \$604,808)  
28 Account/Program: 7295/0

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**CONTRACTOR**

KINGS VIEW BEHAVIORAL HEALTH

*Amanda Nugent Divine, CEO*

(Authorized Signature)

*Amanda Nugent Divine*

Print Name

*Chief Executive Officer*

Title (Chairman of Board, or President, or CEO)

*Jim S. Rodriguez*

(Authorized Signature)

*Jim S. Rodriguez*

Print Name

*Chief Financial Officer*

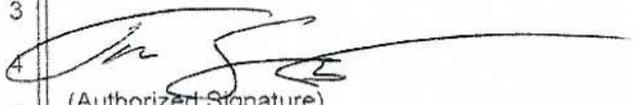
Title (Secretary of Corporation, or Chief Financial Officer/Treasurer, or any Assistant Secretary or Treasurer)

MAILING ADDRESS:

7170 N. Financial Dr. Ste. 101  
Fresno, CA 9720  
Phone No.: (559) 256-0100

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CONTRACTOR  
LIVE AGAIN FRESNO



(Authorized Signature)

TOM SPEARS

Print Name

Chairman

Title (Chairman of Board, or President, or CEO)



(Authorized Signature)

MICHELE BERRY

Print Name

Treasurer

Title (Secretary of Corporation, or Chief Financial Officer/Treasurer, or any Assistant Secretary or Treasurer)

MAILING ADDRESS:

916 E. Belmont Avenue  
Fresno, CA 93701  
Phone No.: (559) 294-1390

**YOUTH EMPOWERMENT CENTER SERVICES**  
**LIST OF CONTRACTOR(S)**

**1. Kings View Behavioral Health**

7170 N. Financial Drive, Suite 110

Fresno, CA 93720

(559) 256-4474

Contact: Mayra Fuentes, Program Coordinator

**2. Live Again Fresno**

916 E. Belmont Avenue

Fresno, CA 93701

(559) 294-1390

Contact: Richard Burrell, Executive Director

**Mental Health Services Act (MHSA)  
Youth Empowerment Centers**

**SUMMARY OF SERVICES**

PROVIDERS: Kings View Behavioral Health  
7170 N. Financial Drive, Suite 110  
Fresno, CA 93720

Live Again Fresno  
916 E Belmont Avenue  
Fresno, CA 93701

CONTRACT TERM: FY 2019 – 2020  
FY 2020 – 2021

**BACKGROUND:**

The Youth Empowerment Centers Program will provide wellness and recovery support services to children and youth with mental illness and their family members and support system. CONTRACTOR will provide services to youth and transitional-age youth (TAY) at least three (3) days a week, with a minimum of two (2) hours per meeting of direct services to provide support groups to this population.

**TARGET POPULATION:**

The target population is children and youth (ages 10-13), and adolescents (ages 14-17) attending school in Fresno County including the unserved and underserved cultural, ethnic, and linguistic communities. Children and adolescents will participate in peer support driven wellness and recovery activities through education, socialization, life-skills building, and recreational activities.

The Program will also serve the transition age youth (TAY) population (ages 16-24) through mentorship, teaching useful life skills as well as resiliency strategies, and preparation for sustained employment. CONTRACTORS will collaborate with foster agencies' aging out youth to provide outreach and engagement in services. In addition, CONTRACTOR will reduce barriers to success for TAY individuals by linkage to age appropriate housing, access to transportation, and provide for basic other needs so that youth can focus on education and job readiness.

## **LOCATION OF SERVICES:**

Youth Empowerment Centers (YEC) may be co-located with other agencies and organizations targeted to reach the unserved and underserved children, youth, and adolescent populations in Fresno County. The services provided to this population offer wellness and recovery activities that include, but are not limited to education, socialization, life-skills training, and other peer support activities.

Youth Empowerment Centers will take place at off-site locations that are approved by the County that may be a school or appropriate natural community setting and not necessarily a mental health facility. Sites will be determined based on community need, availability of the meeting space, and willingness of the school or community center to allow youth to participate.

Mobile services, such as a food delivery service to homeless youth, may be utilized in order to reach youth in various settings that may not have immediate access to resources. Operators of services shall be trained appropriately to communicate with and serve the youth and TAY populations.

## **DESCRIPTION OF SERVICES:**

### **Peer Support Groups**

Activities at each Center will consist of the following, but not limited to:

- Facilitated peer directed groups, with mental health themes like depression, self-esteem, anger management, healthy life styles etc.
- Curriculum classes to both youth and families such as parenting classes, anger management, self-esteem etc.
- One-to-one support to youth
- If necessary, referrals to mental health resources for critical, Serious Emotional Disturbance (SED) or Serious Mental Illness (SMI) children and youth
- Develop and foster mentor relationships between older teens and younger individuals
- Develop sports, arts/crafts, music, and other appropriate activities at all sites to draw youth in, particularly high school teenagers
- Ensure that culturally specific approaches and activities are incorporated into the Youth Empowerment Center
- Collaboration with other community groups to provide specialized activities at the centers aimed at increasing participation and penetration
- Explore need for youth literacy classes at each center, implement as appropriate

Services at these sites may also include topics such as: bullying, interpersonal skills, anger management, self-esteem, relationships, Wellness Recovery Action Plan (WRAP), accountability, positive behavior, dealing with pressure, peer pressure, leadership, eating

disorders, empowerment, suicide prevention, outreach and engagement, stigma reduction, etc.; encouraged by positive self-reporting, client satisfaction report, engagement and participation, and other relevant youth topics. The Strengthening Families Program educational groups shall be available for family members of children and adolescents in the Youth Empowerment Centers.

### Youth Council

Youth Empowerment Centers will design and implement a Youth Council representative of the populations served that will serve to provide input and direction to YEC programming and outcomes. The Youth Council will meet quarterly or more frequently as necessary. Sign-in sheets and meeting minutes shall be available to COUNTY upon request. This will give youth participants a voice in the decision-making process and operations at YEC, such as the types of activities and groups.

### Transition Age Youth (16-24) Service Provision

The YEC Program shall include a wellness and recovery program plan to specifically address transition age youth (ages 16-24.) A minimum of 200 TAY individuals will participate in prevention/wellness and recovery activities.

## **STAFFING**

The staffing plan for Youth Empowerment Centers should be clear and concise and allow for full implementation of all program components. Program components of Youth Empowerment Centers require the consultation or staffing of a Licensed Mental Health Clinician to provide oversight to the program. Any changes in staffing volume must be requested in writing and approved by DBH Director or designee before implementation.

Position titles do not fully define lived experienced as peer or family; a "peer position" is reflective of lived experience. It is expected that services shall be provided by peer support specialists and volunteers. All volunteers will participate in a volunteer training program prior to volunteer service commencing. Staffing patterns should allow for staff specialization in services to the different age groups and families to be served.

## **EXPECTED OUTCOMES:**

Performance Measurements/Outcomes Reports shall be completed and submitted to the designated DBH staff member as requested and shall be approved by DBH. The performance measurement/ outcome process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, and other methods of obtaining needed information. Monthly outcomes to be tracked for annual report include but are not limited to:

- Effectiveness of program
- Efficiency
- Access and timeliness
- Satisfaction of services from individuals served

#### *Youth Empowerment Reporting/Outcomes*

- A minimum of 2,400 (duplicated) youth will participate per year
- A minimum of 300 completed satisfaction surveys per quarter will be collected with 350 surveys being distributed
- A minimum of 20 mental health presentations, servicing 150 youth
- Involvement/participation in YEC activities will improve by 50% based on the pre/post involvement survey
- 350 unique youth and families will be served
- 350 one to one contacts will be made
- 400 peer support groups will be provided

### **PROGRAM GOALS**

#### Prevention

- Increase access to care
- Increase access to linkages for services
- Reduce Stress/Anxiety and other systems
- Improvement in participant wellness and recovery
- Reduce ED utilization/visits for mental health services
- Reduce the number of individuals in crisis
- Reduce the number of hospitalization
- Reduce criminal justice involvement
- Reduce new criminal justice involvement
- Reduce the loss of placement/removal from the home
- Increase opportunities for peers to provide services/Increase Peer involvement
- To provide services in culturally responsive manner

#### Outreach for Recognition of Early Signs of Mental Illness

- Increase awareness of mental health, wellness and recovery
- Increase opportunities for peers to provide services/Increase Peer involvement
- Increase opportunities for those with lived experience to provide services.
- Increase recognition of early signs of a serious mental illness
- Reduce stigma
- Improve understanding of mental illness

- Improve attitudes towards mental illness
- To provide services in culturally responsive manner
- Increase access to early mental health services

#### Youth and Adolescents

- Seventy percent (70%) of youth and adolescents 10-18 years will report feeling more hopeful and happier due to interaction with YEC staff and peers at the time quarterly satisfaction surveys are completed.
- Fifty (50%) of youth and adolescents 10-18 years will demonstrate an understanding of the Wellness and Recovery Action Plan (WRAP) model within 3 months of joining YEC by indicating so on the quarterly satisfaction survey.

#### Transitional Age Youth (TAY)

- Seventy-five (75%) of TAY consumers will be engaged in learning job readiness skills at Centers and at collaborating agencies in the community to be measured in a quarterly satisfaction survey.
- Seventy-five percent (75%) of TAY will verbalize an understanding and utilization of WRAP skills in their own life and be able to mentor others to be measured in a quarterly satisfaction survey.

### **COUNTY RESPONSIBILITIES**

1. DBH MHSA Coordinator or designee shall assist the contractor in making linkages with the total mental health system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
2. DBH MHSA Coordinator or designee shall participate in evaluating the progress of the overall program and the efficiency and will be available to the contractor for ongoing consultation.
3. DBH MHSA Coordinator or designee will gather outcome information from target consumer groups and CONTRACTOR throughout the term of contract. DBH MHSA Coordinator or designee will notify CONTRACTOR when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, consumer and staff interviews, chart reviews, and other methods of obtaining required information.
4. The County Department of Behavioral Health (DBH), Mental Health Services Act Coordinator or designee will provide oversight of services funded through MHSA Prevention and Early Intervention (PEI) funding and collaborate with contactor(s) and other County Departments and community agencies to help achieve State program

goals and outcomes. In addition to contract monitoring of program(s), oversight includes, but is not limited to, coordination with the State Department of Mental Health in regard to program administration and outcomes.

### **CONTRACTOR RESPONSIBILITIES**

1. CONTRACTOR will maintain facilities and equipment, and operate continuously with the number and classification of staff required for the provision of services.
2. CONTRACTOR must have a location that is accessible by public transportation and approved by COUNTY.
3. CONTRACTOR will be required to comply with all State regulations regarding State Performance Outcomes measurement requirements, and participate in the outcomes measurement process as required by the County and applicable funding sources.
4. CONTRACTOR will participate in performance outcomes throughout the term of the contract. DBH MHSA Coordinator or designee will notify CONTRACTOR when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, consumer and staff interviews, chart reviews, and other methods of obtaining needed information, as outlined in the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan.
5. CONTRACTOR's staff will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations. CONTRACTOR will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct its operations. In addition, the CONTRACTOR's will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to the CONTRACTOR's employees.
6. CONTRACTOR shall log all complaints and the disposition of all complaints from a consumer or a consumer's family. CONTRACTOR shall provide a summary of the complaint log entries concerning County-sponsored consumers to County at monthly intervals, by the tenth (10th) fifteenth (15th) day of the following month, in a format that is mutually agreed upon. CONTRACTOR shall post signs, provided by the County, informing consumers of their right to file a grievance and appeal. CONTRACTOR will abide by the Fresno County Mental Health Plan (MHP) grievance process (Exhibit F) and notify County of all incidents reportable to state licensing bodies that affect County consumers within twenty-four (24) hours of receipt of a complaint. CONTRACTOR shall use existing County Department Incident Report form (Exhibit G) and submit to County a copy of the Incident Report

within 24 hours. Within fifteen (15) days after each incident or complaint affecting County-sponsored consumers, CONTRACTOR shall provide County with the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint or incident.

7. CONTRACTOR shall provide a monthly staff work schedule to DBH MHSA Coordinator or designee.
8. CONTRACTOR shall maintain a service log in collaboration with DBH staff that reports type of activity/services attended, number of one-to-one peer support contacts, and number of crisis contacts per month by consumer. This information will be provided to the DBH Director or designee in a monthly report submitted with the monthly invoice or as requested by DBH.
9. CONTRACTOR shall provide work schedules, cultural competency training, and demographic ethnic information as required by the COUNTY.
10. CONTRACTOR shall arrange activities for consumers and provide supplies for such activities. A schedule of activities and the number of participants will be included in the monthly reports and submitted to the COUNTY.
11. CONTRACTOR shall attend a provider meeting hosted by DBH monthly or at intervals determined by DBH.

**TAY & YEC RFP #962-5377**  
**Kings View Corporation**  
**FISCAL YEAR 2019 - 2020**

Budget Categories -				
Line Item Description (Must be itemized)	T&Y FTE %	TAY & YEC Admin	TAY & YEC	Total
<b>PERSONNEL SALARIES:</b>				
0001 Executive Director/Regional Director	0.01	3,345	3,345	\$6,690
0002 Clinical Supervisor	0.01		3,510	\$3,510
0003 Program Manager	0.25		18,274	\$18,274
0004 Program Coordinator	1.00		60,829	\$60,829
0005 Intake & Support Coordinator				
0006 Activities Coordinator				
0007 Volunteer Coordinator				
0008 Case Manager I				
0009 Vocational Services Coordinator				
0010 Parent Partners (TAY/YEC)	1.80		78,362	\$78,362
0011 Parent Partners (TAY/YEC)	3.88		152,589	\$152,589
0012 Peer Support Specialists (Blue Sky)				
0013 Administrative Specialist II	0.25	\$10,950		\$10,950
<b>SALARY TOTAL</b>	<b>7.20</b>	<b>\$331,204</b>		<b>\$331,204</b>
<b>PAYROLL TAXES:</b>				
0031 FICA/MEDICARE		1,094	24,244	\$25,338
0032 SUI		172	3,803	\$3,975
0033 Workers Compensation		286	6,338	\$6,624
<b>PAYROLL TAX TOTAL</b>		<b>\$35,937</b>		<b>\$35,937</b>
<b>EMPLOYEE BENEFITS:</b>				
0041 Retirement		143	3,169	\$3,312
0042 Health Insurance (medical, vision, life, dental)		2,144	47,536	\$49,680
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$52,992</b>		<b>\$52,992</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>		<b>\$420,133</b>		<b>\$420,133</b>

FACILITIES/EQUIPMENT EXPENSES:		TAY/YEC	Total
1010	Rent/Lease Building	29,540	\$29,540
1030	Rent/Lease Equipment	1,936	\$1,936
1050	Utilities	3,000	\$3,000
1051	Janitorial/Building & Grounds Maintenance	2,629	\$2,629
FACILITY/EQUIPMENT TOTAL		\$37,105	\$37,105

OPERATING EXPENSES:

1060	Telephone	600	\$600
1062	Postage	20	\$20
1063	Printing & Reproduction	500	\$500
1066	Office Supplies & Equipment	2,450	\$2,450
1067	Household Supplies	200	\$200
1068	Food	3,400	\$3,400
1069	Program Supplies - Support Groups		\$0
1069.1	Program Supplies - Activities	2,400	\$2,400
1069.2	Program Supplies - Vocational	250	\$250
1069.3	Program Supplies - TAY/YEC	5,000	\$5,000
1072	Staff Mileage/vehicle maintenance	4,000	\$4,000
1074	Staff Training/Registration	2,000	\$2,000
1076	Other - Vehicle Leasing	10,092	\$10,092
1077	Other - Miscellaneous	500	\$500
1078	Staff Recruitment	500	\$500
1079	Communication: cell phone, data lines	4,340	\$4,340
OPERATING EXPENSES TOTAL		\$36,252	\$36,252

		TAY/YEC	Total
FINANCIAL SERVICES EXPENSES:			
1082	Liability Insurance	7,925	\$7,925
1083	Other - Professional Liability	3,700	\$3,700
1084	Other - Administrative Overhead	36,288	\$36,288
FINANCIAL SERVICES TOTAL		\$47,913	\$47,913

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant - Network & Data Management	7,843	\$7,843
1091	Translation Services	500	\$500
SPECIAL EXPENSES TOTAL		\$8,343	\$8,343

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

1192.4	Transportation Assistance		\$0
1192.7	Client Vouchers		\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$0	\$0

FIXED ASSETS:

2000	Computers & Software	3,218	\$3,218
2001	Furniture & Fixtures	500	\$500
2002	Equipment	1,000	\$1,000
FIXED ASSETS TOTAL		\$4,718	\$4,718
		<b>\$554,464</b>	<b>\$554,464</b>
		<b>100.00%</b>	

MHSA FUNDS:

5100	MHSA PEI Funds	554,464	\$554,464
		<b>\$554,464</b>	<b>\$554,464</b>

**TAY & YEC RFP #962-5377**  
**Kings View Corporation**  
**Fiscal Year 2020 - 2021**

Budget Categories -				
Line Item Description (Must be itemized)	T&Y FTE %	TAY & YEC Admin	TAY & YEC	Total
<b>PERSONNEL SALARIES:</b>				
0001 Executive Director/Regional Director	0.01	3,480	3,480	\$6,960
0002 Clinical Supervisor	0.01		3,650	\$3,650
0003 Program Manager	0.25		19,005	\$19,005
0004 Program Coordinator	1.00		63,252	\$63,252
0005 Intake & Support Coordinator				
0006 Activities Coordinator				
0007 Volunteer Coordinator				
0008 Case Manager I				
0009 Vocational Services Coordinator				
0010 Parent Partners (TAY/YEC)	1.80		80,430	\$80,430
0011 Parent Partners (TAY/YEC)	3.88		152,589	\$152,589
0012 Peer Support Specialists (Blue Sky)				
0013 Administrative Specialist II	0.25	\$11,387		\$11,387
<b>SALARY TOTAL</b>	<b>7.20</b>		<b>\$337,273</b>	<b>\$337,273</b>
<b>PAYROLL TAXES:</b>				
0031 FICA/MEDICARE		1,137	24,664	\$25,801
0032 SUI		178	3,869	\$4,047
0033 Workers Compensation		297	6,448	\$6,745
<b>PAYROLL TAX TOTAL</b>			<b>\$36,593</b>	<b>\$36,593</b>
<b>EMPLOYEE BENEFITS:</b>				
0041 Retirement		149	3,224	\$3,373
0042 Health Insurance (medical, vision, life, dental)		2,230	48,361	\$50,591
<b>EMPLOYEE BENEFITS TOTAL</b>			<b>\$53,964</b>	<b>\$53,964</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>			<b>\$427,830</b>	<b>\$427,830</b>

FACILITIES/EQUIPMENT EXPENSES:		TAY/YEC	Total
1010	Rent/Lease Building	30,417	\$30,417
1030	Rent/Lease Equipment	2,500	\$2,500
1050	Utilities	5,000	\$5,000
1051	Janitorial/Building & Grounds Maintenance	4,000	\$4,000
FACILITY/EQUIPMENT TOTAL		\$41,917	\$41,917

**OPERATING EXPENSES:**

1060	Telephone	800	\$800
1062	Postage	100	\$100
1063	Printing & Reproduction	500	\$500
1066	Office Supplies & Equipment	3,600	\$3,600
1067	Household Supplies	400	\$400
1068	Food	3,600	\$3,600
1069	Program Supplies - Support Groups		\$0
1069.1	Program Supplies - Activities	2,600	\$2,600
1069.2	Program Supplies - Vocational	350	\$350
1069.3	Program Supplies - TAY/YEC	5,500	\$5,500
1072	Staff Mileage/vehicle maintenance	4,300	\$4,300
1074	Staff Training/Registration	2,500	\$2,500
1076	Other - Vehicle Leasing	11,500	\$11,500
1077	Other - Miscellaneous	600	\$600
1078	Staff Recruitment	600	\$600
1079	Communication: cell phone, data lines	4,600	\$4,600
OPERATING EXPENSES TOTAL		\$41,550	\$41,550

		TAY/YEC	Total
<b>FINANCIAL SERVICES EXPENSES:</b>			
1082	Liability Insurance	8,500	\$8,500
1083	Other - Professional Liability	3,800	\$3,800
1084	Other - Administrative Overhead	38,469	\$38,469
<b>FINANCIAL SERVICES TOTAL</b>		<b>\$50,769</b>	<b>\$50,769</b>

**SPECIAL EXPENSES (Consultant/Etc.):**

1090	Consultant - Network & Data Management	8,162	\$8,162
1091	Translation Services	600	\$600
<b>SPECIAL EXPENSES TOTAL</b>		<b>\$8,762</b>	<b>\$8,762</b>

**NON MEDI-CAL CLIENT SUPPORT EXPENSES:**

1192.4	Transportation Assistance		\$0
1192.7	Client Vouchers		\$0
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		<b>\$0</b>	<b>\$0</b>

**FIXED ASSETS:**

2000	Computers & Software	4,400	\$4,400
2001	Furniture & Fixtures	500	\$500
2002	Equipment	1,500	\$1,500
<b>FIXED ASSETS TOTAL</b>		<b>\$6,400</b>	<b>\$6,400</b>
		<b>\$577,228</b>	<b>\$577,228</b>
		<b>100.00%</b>	

**MHSA FUNDS:**

5100	MHSA PEI Funds	577,228	\$577,228
		<b>\$577,228</b>	<b>\$577,228</b>

**YOUTH EMPOWERMENT CENTERS (YEC) PROGRAM  
LIVE AGAIN FRESNO  
BUDGET NARRATIVE - EXPENSES**

**PROGRAM EXPENSES**

**Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042**

These amounts reflect FTE positions, part-time positions and whether the positions are administrative or direct service. Employee benefits should be limited to a maximum of 20% of total salaries.

(\$xxx,xxx.xx)

**Facilities/Equipment Expenses – Line Items 1010-1014**

Identify building lease/rent expenses, equipment (office equipment, vehicles, etc.). Attach copy of lease agreements if available.

(\$xxx,xxx.xx)

**Operating Expenses - Line Items 1060-1077**

Identify and detail the expenses for each item utilized for program.

(\$xxx,xxx.xx)

**Financial Services Expenses – Line Items 1080-1085**

Local and corporate administrative costs are limited to 15% of the total program budget. Copies of insurance policies are required.

(\$xxx,xxx.xx)

**Special Expenses – Line Items 1090-1092**

Detail each line item in Special Expenses.

(\$xxx,xxx.xx)

**Fixed Assets – Line Items 1190-1193**

Include all purchases over Five Thousand Dollars (\$5,000) including sales tax, and certain purchases under said amount such as camera, televisions, VCRs/DVDs and other sensitive items, made during the life of the Agreement resulting from this Request for Proposal, with funds paid pursuant to this Agreement and that will outlive the life of this Agreement.

(\$xxx,xxx.xx)

**Non-Medi-Cal Client Support Expenses – Line Items 2000-2002.8**

Detail any anticipated expenditures for clients.

(\$xxx,xxx.xx)

**TOTAL PROGRAM EXPENSE: (\$X,XXX,XXX.XX)**

**YOUTH EMPOWERMENT CENTERS (YEC) PROGRAM**

**LIVE AGAIN FRESNO**

**FY 2019-2020 (JULY 1, 2019 - JUNE 30, 2020)**

Budget Categories - Line Item Description (Must be itemized)		FTE %	Total Proposed Budget		
			Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>					
0001	Director of Development	0.50			\$30,000
0002	Program Manager	100.00			\$48,000
0003	Parent Partner (\$15/hr)	0.50			\$74,304
0004	Executive Director	0.25			\$15,000
0005	Youth Mentors (Volunteer)	0.00			\$0
0006	Parent Partner Mentor (Volunteer)	0.00			\$0
0007	Activity Leaders (Volunteer)	0.00			\$0
0008	Consultation with LCSW	0.03			\$300
0009	Title	0.00			\$0
0010	Title	0.00			\$0
0011	Title	0.00			\$0
0012	Title	0.00			\$0
	<b>SALARY TOTAL</b>	<b>101.28</b>	<b>\$0</b>	<b>\$0</b>	<b>\$167,604</b>
<b>PAYROLL TAXES:</b>					
0030	OASDI				\$14,700
0031	FICA/MEDICARE				\$3,400
0032	SUI				\$4,500
	<b>PAYROLL TAX TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$22,600</b>
<b>EMPLOYEE BENEFITS:</b>					
0040	Retirement				\$0
0041	Workers Compensation				\$5,000
0042	Health Insurance (medical, vision, life, dental)				\$0
	<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$5,000</b>
	<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$195,204</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>					
1010	Rent/Lease Building				\$30,000
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$7,200
1013	Building Maintenance				\$2,400
1014	Equipment purchase				\$0
	<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$39,600</b>
<b>OPERATING EXPENSES:</b>					
1060	Telephone				\$1,800
1061	Answering Service				\$0
1062	Postage				\$0

1063	Printing/Reproduction				\$0
1064	Publications				\$0
1065	Legal Notices/Advertising				\$0
1066	Office Supplies & Equipment				\$3,000
1067	Household Supplies				\$1,200
1068	Food				\$0
1069	Program Supplies - Therapeutic				\$12,000
1070	Program Supplies - Medical				\$0
1071	Transportation of Clients				\$0
1072	Staff Mileage/vehicle maintenance				\$9,000
1073	Staff Travel (Out of County)				\$0
1074	Staff Training/Registration				\$12,000
1075	Lodging				\$0
1076	Other - (Identify)				\$0
1077	Other - (Identify)				\$0
	<b>OPERATING EXPENSES TOTAL</b>				<b>\$39,000</b>
<b>FINANCIAL SERVICES EXPENSES:</b>					
1080	Accounting/Bookkeeping				\$0
1081	External Audit				\$0
1082	Liability Insurance				\$3,600
1083	Administrative Overhead				\$0
1084	Payroll Services				\$0
1085	Professional Liability Insurance				\$0
	<b>FINANCIAL SERVICES TOTAL</b>				<b>\$3,600</b>
<b>SPECIAL EXPENSES (Consultant/Etc.):</b>					
1090	Consultant (network & data management)				\$15,000
1091	Translation Services				\$0
1092	Medication Supports				\$0
	<b>SPECIAL EXPENSES TOTAL</b>				<b>\$15,000</b>
<b>FIXED ASSETS:</b>					
1190	Computers & Software				\$0
1191	Furniture & Fixtures				\$0
1192	Other - (Identify)				\$0
1193	Other - (Identify)				\$0
	<b>FIXED ASSETS TOTAL</b>				<b>\$0</b>
<b>NON MEDI-CAL CLIENT SUPPORT EXPENSES:</b>					
2000	Client Housing Support Expenditures (SFC 70)				\$0
2001	Client Housing Operating Expenditures (SFC 71)				\$0
2002.1	Clothing, Food & Hygiene (SFC 72)				\$0
2002.2	Client Transportation & Support (SFC 72)				\$0
2002.3	Education Support (SFC 72)				\$0
2002.4	Employment Support (SFC 72)				\$0

2002.5	Respite Care (SFC 72)				\$0
2002.6	Household Items				\$0
2002.7	Utility Vouchers (SFC 72)				\$0
2002.8	Child Care (SFC 72)				\$0
	<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>				<b>\$0</b>
				<b>TOTAL PROGRAM EXPENSES</b>	<b>\$292,404</b>
<b>MEDI-CAL REVENUE:</b>					
		<b>Units of Service</b>	<b>Rate</b>		<b>\$ Amount</b>
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00		\$0
3100	Case Management	0	\$0.00		\$0
3200	Crisis Services	0	\$0.00		\$0
3300	Medication Support	0	\$0.00		\$0
3400	Collateral	0	\$0.00		\$0
3500	Plan Development	0	\$0.00		\$0
3600	Assessment	0	\$0.00		\$0
3700	Rehabilitation	0	\$0.00		\$0
	Estimated Specialty Mental Health Services Billing Totals	0			\$0
	Estimated % of Clients that are Medi-Cal Beneficiaries				0%
	Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$0
	Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)		0.00%		\$0
	State M/Cal Share of Cost % (BH Realignment/EPSDT)		0.00%		\$0
	<b>MEDI-CAL REVENUE TOTAL</b>				<b>\$0</b>
<b>OTHER REVENUE:</b>					
4100	Other - (Identify)				\$0
4200	Other - (Identify)				\$0
4300	Other - (Identify)				\$0
	<b>OTHER REVENUE TOTAL</b>				<b>\$0</b>
<b>MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:</b>					
5000	Prevention & Early Intervention (PEI) Funds				\$292,404
5100	Community Services & Supports (CSS) Funds				\$0
5200	Innovation (INN) Funds				\$0
5300	Workforce Education & Training (WET) Funds				\$0
	<b>MHSA FUNDS TOTAL</b>				<b>\$292,404</b>
				<b>TOTAL PROGRAM REVENUE</b>	<b>\$292,404</b>
				Budget Check	\$584,808

<b>YOUTH EMPOWERMENT CENTERS (YEC) PROGRAM</b>					
<b>LIVE AGAIN FRESNO</b>					
<b>FY 2020-2021 (JULY 1, 2020 - JUNE 30, 2021)</b>					
Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>					
0001	Director of Development	0.50			\$30,000
0002	Program Manager	1.00			\$48,000
0003	Executive Director	0.25			\$15,000
0004	Parent Partner (\$15/hr)	0.50			\$84,304
0005	Activity Leaders (Volunteer)	0.00			\$0
0006	Youth Mentors (Volunteer)	0.00			\$0
0007	Parent Partner Mentor (Volunteer)	0.00			\$0
0008	Consultant with LCSW	0.03			\$300
0009	Title	0.00			\$0
0010	Title	0.00			\$0
0011	Title	0.00			\$0
0012	Title	0.00			\$0
	<b>SALARY TOTAL</b>	<b>2.28</b>	<b>\$0</b>	<b>\$0</b>	<b>\$177,604</b>
<b>PAYROLL TAXES:</b>					
0030	OASDI				\$14,700
0031	FICA/MEDICARE				\$3,400
0032	SUI				\$4,500
	<b>PAYROLL TAX TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$22,600</b>
<b>EMPLOYEE BENEFITS:</b>					
0040	Retirement				\$0
0041	Workers Compensation				\$5,000
0042	Health Insurance (medical, vision, life, dental)				\$0
	<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$5,000</b>
	<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$205,204</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>					
1010	Rent/Lease Building				\$37,200
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$9,500
1013	Building Maintenance				\$2,900
1014	Equipment purchase				\$0
	<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$49,600</b>

<b>OPERATING EXPENSES:</b>				
1060	Telephone			\$1,800
1061	Answering Service			\$0
1062	Postage			\$0
1063	Printing/Reproduction			\$0
1064	Publications			\$0
1065	Legal Notices/Advertising			\$0
1066	Office Supplies & Equipment			\$3,000
1067	Household Supplies			\$1,200
1068	Food			\$0
1069	Program Supplies - Therapeutic			\$12,000
1070	Program Supplies - Medical			\$0
1071	Transportation of Clients			\$0
1072	Staff Mileage/vehicle maintenance			\$9,000
1073	Staff Travel (Out of County)			\$0
1074	Staff Training/Registration			\$12,000
1075	Lodging			\$0
1076	Other - (Identify)			\$0
1077	Other - (Identify)			\$0
	<b>OPERATING EXPENSES TOTAL</b>			<b>\$39,000</b>
<b>FINANCIAL SERVICES EXPENSES:</b>				
1080	Accounting/Bookkeeping			\$0
1081	External Audit			\$0
1082	Liability Insurance			\$3,600
1083	Administrative Overhead			\$0
1084	Payroll Services			\$0
1085	Professional Liability Insurance			\$0
	<b>FINANCIAL SERVICES TOTAL</b>			<b>\$3,600</b>
<b>SPECIAL EXPENSES (Consultant/Etc.):</b>				
1090	Consultant (network & data management)			\$15,000
1091	Translation Services			\$0
1092	Medication Supports			\$0
	<b>SPECIAL EXPENSES TOTAL</b>			<b>\$15,000</b>
<b>FIXED ASSETS:</b>				
1190	Computers & Software			\$0
1191	Furniture & Fixtures			\$0
1192	Other - (Identify)			\$0
1193	Other - (Identify)			\$0
	<b>FIXED ASSETS TOTAL</b>			<b>\$0</b>

NON MEDI-CAL CLIENT SUPPORT EXPENSES:				
2000	Client Housing Support Expenditures (SFC 70)			\$0
2001	Client Housing Operating Expenditures (SFC 71)			\$0
2002.1	Clothing, Food & Hygiene (SFC 72)			\$0
2002.2	Client Transportation & Support (SFC 72)			\$0
2002.3	Education Support (SFC 72)			\$0
2002.4	Employment Support (SFC 72)			\$0
2002.5	Respite Care (SFC 72)			\$0
2002.6	Household Items			\$0
2002.7	Utility Vouchers (SFC 72)			\$0
2002.8	Child Care (SFC 72)			\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL				\$0
<b>TOTAL PROGRAM EXPENSES</b>				<b>\$312,404</b>
MEDI-CAL REVENUE:		Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	0	\$0.00	\$0
3200	Crisis Services	0	\$0.00	\$0
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	0	\$0.00	\$0
3700	Rehabilitation	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		0		\$0
Estimated % of Clients that are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$0
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			0.00%	\$0
State M/Cal Share of Cost % (BH Realignment/EPSDT)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$0
OTHER REVENUE:				
4100	Other - (Identify)			\$0
4200	Other - (Identify)			\$0
4300	Other - (Identify)			\$0
OTHER REVENUE TOTAL				\$0
MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:				
5000	Prevention & Early Intervention (PEI) Funds			\$312,404
5100	Community Services & Supports (CSS) Funds			\$0
5200	Innovation (INN) Funds			\$0
5300	Workforce Education & Training (WET) Funds			\$0
MHSA FUNDS TOTAL				\$312,404
<b>TOTAL PROGRAM REVENUE</b>				<b>\$312,404</b>

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

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

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

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

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

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**For Individual Providers**

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

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

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

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**For Group or Organizational Providers**

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

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

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

**Other:** \_\_\_\_\_

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

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

## STATE MENTAL HEALTH REQUIREMENTS

### 1. CONTROL REQUIREMENTS

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

### 2. PROFESSIONAL LICENSURE

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

### 3. CONFIDENTIALITY

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

### 4. NON-DISCRIMINATION

#### A. Eligibility for Services

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

#### B. Employment Opportunity

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

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

5. **PATIENTS' RIGHTS**

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

**STATE CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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

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

Federal database checks.

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

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

## Fresno County Mental Health Plan

### **Grievances**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## FRESNO COUNTY MENTAL HEALTH PLAN

### GRIEVANCES AND INCIDENT REPORTING

#### PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- The Incident Report must be completed for all incidents involving clients. The staff person who becomes aware of the incident completes this form, and the supervisor co-signs it.
- When more than one client is involved in an incident, a separate form must be completed for each client.

#### Where the forms should be sent - within 24 hours from the time of the incident

- Incident Report should be sent to:  
DBH Program Supervisor

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) \_\_\_\_\_ Where did this happen? \_\_\_\_\_

Name/DMH # \_\_\_\_\_

1. Background information of the incident:

2. Method of investigation: (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) \_\_\_\_\_

List key people involved. (witnesses, visitors, physicians, employees)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

Outcome severity: *Nonexistent*  *inconsequential*  *consequential*  *death*  *not applicable*  *unknown*

4. Response: a) corrective action, b) Plan of Action, c) other

Completed by (print name) \_\_\_\_\_

Completed by (signature) \_\_\_\_\_ Date completed \_\_\_\_\_

Reviewed by Supervisor (print name) \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_



# Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

**Section: Administration**

Exhibit H

**Effective Date: 05/30/2017**

**Revised Date: 05/30/2017**

**Policy Title: Performance Outcome Measures**

Approved by: Dawan Utecht (Director of Behavioral Health), Francisco Escobedo (Sr. Staff Analyst - QA), Kannika Toonnachat (Division Manager - Technology and Quality Management)

**POLICY:**

It is the policy of Fresno County Department of Behavioral Health and the Fresno County Mental Health Plan (FCMHP) to ensure procedures for developing performance measures which accurately reflect vital areas of performance and provide for systematic, ongoing collection and analysis of valid and reliable data. Data collection is not intended to be an additional task for FCMHP programs/providers but rather embedded within the various non-treatment, treatment and clinical documentation.

**PURPOSE:**

To determine the effectiveness and efficiency of services provided by measuring performance outcomes/results achieved by the persons served during service delivery or following service completion, delivery of service, and of the individuals' satisfaction. This is a vital management tool used to clarify goals, document the efforts toward achieving those goals, and thus measure the benefit the service delivery to the persons served. Performance measurement selection is part of the planning and developing process design of the program. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals.

**REFERENCE:**

California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a)(1): State Oversight

DHCS Service, Administrative and Operational Requirements

Mental Health Services Act (MHSA), California Code of Regulations, Title 9, Section 3320, 3200.050, and 3200.120

Commission on Accreditation of Rehabilitation Facilities (CARF)

**DEFINITIONS:**

1. **Indicator:** Qualitative or quantitative measure(s) that tell if the outcomes have been accomplished. Indicators evaluate key performance in relation to objectives. It indicates what the program is accomplishing and if the anticipated results are being achieved.

**MISSION STATEMENT**

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

Template Review Date 3/28/16



# Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

## Policy Title: Performance Outcome Measures

2. **Intervention:** A systematic plan of action consciously adapted in an attempt to address and reduce the causes of failure or need to improve upon system.
3. **Fresno County Mental Health Plan (FCMHP):** Fresno County's contract with the State Department of Health and Human Services that allows for the provision of specialty mental health services. Services may be delivered by county-operated programs, contracted organizational, or group providers.
4. **Objective (Goal):** Intended results or the impact of learning, programs, or activities.
5. **Outcomes:** Specific results or changes achieved as a consequence of the program or intervention. Outcomes are connected to the objectives/goals identified by the program or intervention.

### PROCEDURE:

- I. Each FCMHP program/provider shall engage in measurement of outcomes in order to generate reliable and valid data on the effectiveness and efficiency of programs or interventions. Programs/providers will establish/select objectives (goals), decide on a methodology and timeline for the collection of data, and use an appropriate data collection tool. This occurs during the program planning and development process. Outcomes should be in alignment with the program/provider goals.
- II. Outcomes should be measurable, obtainable, clear, accurately reflect the expected result, and include specific time frames. Once the measures have been selected, it is necessary to design a way to gather the information. For each service delivery performance indicator, FCMHP program/provider shall determine: to whom the indicator will be applied; who is responsible for collecting the data; the tool from which data will be collected; and a performance target based on an industry benchmark, or a benchmark set by the program/provider.
- III. Performance measures are subject to review and approval by FCMHP Administration.
- IV. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals. Annually, each FCMHP program/provider must measure service delivery performance in each of the areas/domains listed below. Dependent on the program/provider service deliverables, exceptions must be approved by the FCMHP Administration.



# Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

## Policy Title: Performance Outcome Measures

- a. Effectiveness of services – How well programs performed and the results achieved. Effectiveness measures address the quality of care through measuring change over time. Examples include but are not limited to: reduction of hospitalization, reduction of symptoms, employment and housing status, and reduction of recidivism rate and incidence of relapse.
  - b. Efficiency of services – The relationship between the outcomes and the resources used. Examples include but are not limited to: service delivery cost per service unit, length of stay, and direct service hours of clinical and medical staff.
  - c. Services access – Changes or improvements in the program/provider's capacity and timeliness to provide services to those who request them. Examples include but are not limited to: wait/length of time from first request/referral to first service or subsequent appointment, convenience of service hours and locations, number of clients served by program capacity, and no-show and cancellation rates.
  - d. Satisfaction and feedback from persons served and stakeholders– Changes or increased positive/negative feedback regarding the experiences of the persons served and others (families, referral sources, payors/guarantors, etc.). Satisfaction measures are usually oriented toward clients, family members, personnel, the community, and funding sources. Examples include but are not limited to: did the organization/program focus on the recovery of the person served, were grievances or concerns addressed, overall feelings of satisfaction, and satisfaction with physical facilities, fees, access, service effectiveness, and efficiency.
- V. Each FCMHP program/provider shall use the following templates to document the defined goals, intervention(s), specific indicators, and outcomes.
1. FCMHP Outcome Report template (see Attachment A)
  2. FCMHP Outcome Analysis template (see Attachment C)

# FRESNO COUNTY MENTAL HEALTH PLAN

# OUTCOMES REPORT - Attachment A

### PROGRAM INFORMATION:

**Program Title:** [Click here to enter text.](#)  
**Program Description:** [Click here to enter text.](#)

**Provider:** [Click here to enter text.](#)  
**MHP Work Plan:** [Choose an item.](#)  
[Choose an item.](#)  
[Choose an item.](#)

**Age Group Served 1:** ADULT  
**Age Group Served 2:** [Choose an item.](#)  
**Funding Source 1:** [Choose an item.](#)  
**Funding Source 2:** [Choose an item.](#)

**Dates Of Operation:** [Click here to enter text.](#)  
**Reporting Period:** [Choose an item.](#)  
**Funding Source 3:** [Choose an item.](#)  
**Other Funding:** [Click here to enter text.](#)

### FISCAL INFORMATION:

**Program Budget Amount:** [Click here to enter text.](#)  
**Number of Unique Clients Served During Time Period:** 0  
**Number of Services Rendered During Time Period:** [Click here to enter text.](#)  
**Actual Cost Per Client:** 0

**Program Actual Amount:** 0

### CONTRACT INFORMATION:

**Program Type:** [Click here to enter text.](#)  
**Contract Term:** [Click here to enter text.](#)  
**Level of Care Information Age 18 & Over:** [Choose an item.](#)  
**Level of Care Information Age 0-17:** [Choose an item.](#)

**Type of Program:** [Click here to enter text.](#)  
**For Other:** [Click here to enter text.](#)  
**Renewal Date:** [Click here to enter text.](#)

### TARGET POPULATION INFORMATION:

**Target Population:** [Click here to enter text.](#)

**CORE CONCEPTS:**

- **Community collaboration:** individuals, families, agencies, and businesses work together to accomplish a shared vision.
- **Cultural competence:** adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
- **Individual/Family-Driven, Wellness/Recovery/Resiliency-Focused Services:** adult clients and families of children and youth identify needs and preferences that result in the most effective services and supports.
- **Access to underserved communities:** Historically unserved and underserved communities are those groups that either have documented low levels of access and/or use of mental health services, face barriers to participation in the policy making process in public mental health, have low rates of insurance coverage for mental health care, and/or have been identified as priorities for mental health services.
- **Integrated service experiences:** services for clients and families are seamless. Clients and families do not have to negotiate with multiple agencies and funding sources to meet their needs.

**Please select core concepts embedded in services/ program:**  
*(May select more than one)*

Choose an item.

Choose an item.

Choose an item.

Choose an item.

**Please describe how the selected concept (s) embedded :**

Click here to enter text.

**PROGRAM OUTCOME & GOALS**

- **Must include each of these areas/domains:** (1) Effectiveness, (2) Efficiency, (3) Access, (4) Satisfaction & Feedback Of Persons Served & Stakeholder
- **Include the following components for documenting each goal:** (1) Indicator, (2) Who Applied, (3) Time of Measure, (4) Data Source, (5) Target Goal Expectancy

Click here to enter text.

**DEPARTMENT RECOMMENDATION(S):**

Click here to enter text.

# FRESNO COUNTY MENTAL HEALTH PLAN

## Outcomes Analysis

## Attachment C

Name of Program:

[Click here to enter text.](#)

What is the Program/Contract Goals?

[Click here to enter text.](#)

Program Type: \_\_\_\_\_

Type of Program: **Other, please specify below**

**Other:** [Click here to enter text.](#)

### CLINICAL INFORMATION:

Does the Program Utilize Any of the Following? *(May select more than one)*

[Evidence Informed Practice](#)

[Best Practice](#)

[Evidence Based Practice](#)

**Other:** [Click here to enter text.](#)

**Please Describe:** [Click here to enter text.](#)

### OUTCOMES

What Outcome Measures Are Being Used? [Click here to enter text.](#)

What Outcome Measures/Functional Variables Could Be Added to Better Explain the Program's Effectiveness? [Click here to enter text.](#)

Describe the Program's **analysis** (i.e. have the program/contract goals been met? Number served, waiting list, wait times, budget to volume, etc.): [Click here to enter text.](#)

What Barriers Prevent the Program from Achieving Better Outcomes? [Click here to enter text.](#)

What Changes to the Program Would You Recommend to Improve the outcomes? [Click here to enter text.](#)

### For Committee Use Only:

**Recommendations: do include a conclusion and a to-do list with action items**

[Click here to enter text.](#)

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### **DBH VISION:**

Health and well-being for our community.

### **DBH MISSION:**

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

### **DBH GOALS:**

Quadruple Aim

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

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

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 2. Principle Two - Strengths-based

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

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

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

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

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 6. Principle Six - Culturally Responsive

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

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

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

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

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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

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

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

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

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

B. Type of entity:     Sole proprietorship                       Partnership                       Corporation  
                               Unincorporated Associations                       Other (specify) \_\_\_\_\_

C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."

D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ....

NAME	ADDRESS	PROVIDER NUMBER

**YES NO**

- IV. A. Has there been a change in ownership or control within the last year? .....    
 If yes, give date. \_\_\_\_\_
- B. Do you anticipate any change of ownership or control within the year?.....    
 If yes, when? \_\_\_\_\_
- C. Do you anticipate filing for bankruptcy within the year?.....    
 If yes, when? \_\_\_\_\_
- V. Is the facility operated by a management company or leased in whole or part by another organization?.....    
 If yes, give date of change in operations. \_\_\_\_\_
- VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?.....
- VII. A. Is this facility chain affiliated? .....    
 (If yes, list name, address of corporation, and EIN.)

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

**NOTICE OF CHILD ABUSE REPORTING LAW**

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and CONTRACTOR related to the provision of Family Advocacy Services, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (PC) section (§) 11165.9.

For purposes of the undersigned’s child abuse reporting requirements, “child abuse or neglect” includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in PC §11165.1, neglect as defined in PC §11165.2, willful cruelty or unjustifiable punishment as defined in PC §11165.3, and unlawful corporal punishment or injury as defined in PC §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (PC §11166.) The child abuse report shall be made to any police department or sheriff’s department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services’ 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a “reasonable suspicion” means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (PC §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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

INSTRUCTIONS FOR CERTIFICATION

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

**CERTIFICATION**

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

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

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

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

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

Signature: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Name of Agency or Company)

## SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

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