

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of June, 2023, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and United Health Centers of the San Joaquin Valley, a California non-profit organization, whose address is 3875 W. Beechwood Ave, Fresno, California 93722, hereinafter referred to as "CONTRACTOR."

RECITALS:

A. COUNTY is mandated through Welfare and Institutions Code (WIC) section 10531, to provide a plan for mental health employment assistance services for California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) and Cal-Learn recipients.

B. COUNTY issued Request for Proposal (RFP) No. 23-022 for Welfare to Work Employability Services where the CONTRACTOR responded to said RFP and was selected to provide services in accordance with the RFP and CONTRACTOR'S submitted response.

C. COUNTY, through the Department of Social Services receives funding from the California Department of Social Services authorized by WIC section 11325.7 to administer the CalWORKs Mental Health Employability Services for CalWORKs and Cal-Learn recipients.

D. The purpose of this agreement is to provide CalWORKs WTW and Cal-Learn participants who have mental health related issues with an opportunity to overcome mental health barriers to employment and as a result, transition from welfare to work, leading to self-sufficiency.

The parties therefore agree as follows:

1. CONTRACTOR'S SERVICES

CONTRACTOR shall perform all services as set forth in Exhibit A, Summary of Services, attached hereto and incorporated herein by this reference.

CONTRACTOR shall provide specified services and activities pursuant to the staffing patterns and program expenses detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by this reference.

CONTRACTOR represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1 CONTRACTOR shall, at its own cost, comply with all applicable federal, state, and local laws
2 and regulations in the performance of its obligations under this Agreement, including but not limited to
3 workers compensation, labor, and confidentiality laws and regulations.

4 2. TERM

5 The term of this Agreement shall commence on July 1, 2023 through and including June 30,
6 2025. This Agreement may be extended for one (1) additional twelve (12) month period upon written
7 approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month
8 extension period. The Director of the Department of Social Services (DSS) or his or her designee is
9 authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S
10 satisfactory performance. The extension of this Agreement by COUNTY is not a waiver or compromise
11 of any default or breach of this Agreement by CONTRACTOR existing at the time of the extension
12 whether or not known to COUNTY.

13 3. TERMINATION

14 A. Non-Allocation of Funds

15 The terms of this Agreement, and the services to be provided hereunder, are contingent on the
16 approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the
17 services provided may be modified, or this Agreement terminated, at any time by giving the
18 CONTRACTOR thirty (30) days advance written notice.

19 B. Breach of Contract

20 The COUNTY may suspend or terminate this Agreement in whole or in part, where in the
21 determination of the COUNTY there is a breach:

- 22 1) Obtained or used funds illegally or improperly;
- 23 2) A failure to comply with any term of this Agreement;
- 24 3) A substantially incorrect or incomplete report submitted to the COUNTY; or
- 25 4) Improperly performed any of its obligations under this Agreement.

26 Upon determining that a breach (as defined above) has occurred, COUNTY must give written
27 notice of the breach to CONTRACTOR within ten (10) days of the determination. The written notice may
28 suspend performance under this Agreement, and must provide at least 30 days for CONTRACTOR to

1 cure the breach.

2 If CONTRACTOR fails to cure the breach to COUNTY's satisfaction within the time stated in the
3 written notice, COUNTY may terminate this Agreement immediately.

4 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
5 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
6 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach
7 or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
8 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of
9 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
10 shall promptly refund any such funds upon demand.

11 Any termination of this Agreement by the COUNTY under this Section Three is without penalty to
12 or further obligation of the COUNTY. This Section Three survives the termination of this Agreement.

13 C. Without Cause

14 Under circumstances other than those set forth above, this Agreement may be terminated
15 by CONTRACTOR, COUNTY or COUNTY's DSS Director, or designee, upon the giving of thirty (30) days
16 advance written notice of an intention to terminate this Agreement.

17 4. COMPENSATION

18 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay
19 CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the Exhibit B,
20 Budget Summary.

21 In no event shall compensation paid for services performed under this Agreement be in excess of
22 Five Million Six Hundred Sixty-Five Thousand Thirty-Six and No/100 (\$5,665,036) during the term of this
23 Agreement. For the period of July 1, 2023 through June 30, 2024, in no event shall compensation paid for
24 services performed under this agreement be in excess of One Million Eight Hundred Forty-Two Thousand
25 Three Hundred Thirty-Four and No/100 (\$1,842,334). For the period of July 1, 2024 through June 30, 2025,
26 in no event shall compensation paid for services performed under this agreement be in excess of One
27 Million Eight Hundred Eighty Thousand Seven Hundred Eighty-Six and No/100 (\$1,880,786). For the
28 additional 12-month term, in no event shall compensation paid for serviced performed under this

1 Agreement be in excess of One Million Nine Hundred Forty-One Thousand Nine Hundred Sixteen and
2 No/100 Dollars (\$1,941,916).

3 CONTRACTOR is solely responsible for all of its costs and expenses that are not specified as
4 payable by COUNTY under this Agreement. If CONTRACTOR should fail to comply with any provision of
5 the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any compensation
6 which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall
7 automatically revert to COUNTY.

8 CONTRACTOR acknowledges that COUNTY is a local government entity, and does so with notice
9 that the COUNTY's powers are limited by the California Constitution and by State law, and with notice that
10 CONTRACTOR may receive compensation under this Agreement only for services performed according to
11 the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount
12 payable under this section. CONTRACTOR further acknowledges that COUNTY's employees have no
13 authority to pay CONTRACTOR except as expressly provided in this Agreement.

14 The services provided by the CONTRACTOR under this Agreement are funded in whole or in part
15 by the State of California and the United States Federal government. In the event that funding for these
16 services is delayed by the State Controller or the Federal government, COUNTY may defer payment to
17 CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed to
18 the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the
19 State Controller's or Federal government's delay of payment to COUNTY plus forty-five (45) days.

20 5. INVOICING

21 CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month for
22 expenditures incurred and services rendered in the previous month to:
23 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual services
24 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval
25 of CONTRACTOR's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,
26 reflecting services supported by the invoiced expenditures and be in a form and in such detail as
27 acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by CONTRACTOR
28 within sixty (60) days following the final month of services. At the discretion of COUNTY's DSS Director

1 or his/her designee, COUNTY's DSS may deny payment of any invoice received more than sixty (60)
2 days following the final month of services.

3 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise
4 not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold
5 payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior written
6 notice or email correspondence to CONTRACTOR. CONTRACTOR agrees to continue to provide
7 services for a period of ninety (90) days after written or email notification of an incorrect or improper
8 invoice. If after the ninety (90) day period the invoice has still not been corrected to COUNTY's DSS
9 satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement,
10 pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

11 6. MODIFICATION

12 A. Any matters of this Agreement may be modified from time to time by the written
13 consent of CONTRACTOR and COUNTY without, in any way, affecting the remainder.

14 B. Notwithstanding the above, changes to line items in Exhibit B, Budget Summary,
15 in an amount not to exceed 10% of the total maximum compensation payable to the contractor as
16 identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's
17 DSS Director, or designee and CONTRACTOR. Budget line-item changes shall not result in any
18 change to the total maximum compensation amount payable to CONTRACTOR, as stated herein.

19 C. CONTRACTOR agrees that reductions to the maximum compensation set forth in
20 Section Four (4) of this Agreement may be necessitated by a reduction in funding from State or Federal
21 sources. COUNTY shall provide 30 days' notice of any intended reduction to the maximum
22 compensation to CONTRACTOR. Any such reduction to the maximum compensation may be made with
23 the written approval of COUNTY's DSS Director or designee and CONTRACTOR. CONTRACTOR
24 further understands that this Agreement is subject to any restrictions, limitations, or enactments of all
25 legislative bodies which affect the provisions, term, or funding of this agreement in any manner. If the
26 parties do not provide written approval for modification due to reduced funding, this Agreement may be
27 terminated in accordance with Section 3.A. above.

28 ///

1 7. INDEPENDENT CONTRACTOR

2 In performance of the work, duties and obligations assumed by CONTRACTOR under this
3 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
4 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
5 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
6 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
7 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its
8 work and function. However, COUNTY shall retain the right to verify that CONTRACTOR is performing
9 its obligations in accordance with the terms and conditions of this Agreement.

10 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
11 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

20 8. INDEMNITY AND DEFENSE

21 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the
22 COUNTY, its officers, agents, employees, and volunteers from any and all demands, injuries, damages,
23 costs, and expenses (including attorney's fees and costs), fines, penalties, liabilities, claims, and losses
24 of any kind occurring or resulting to COUNTY, CONTRACTORS, or any third party that arise from or
25 relate to the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees, or
26 subcontractors under this Agreement, and from any and all costs and expenses (including attorney's
27 fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
28 corporation who may be injured or damaged by the performance, or failure to perform, of

1 CONTRACTOR, its officers, agents, or employees under this Agreement. COUNTY may conduct or
2 participate in its own defense without affecting CONTRACTOR's obligation to indemnify and hold
3 harmless or defend the COUNTY.

4 The provisions of this Section Eight (8) shall survive termination of this Agreement.

5 9. INSURANCE

6 CONTRACTOR shall comply with the insurance requirements in Exhibit C to this Agreement,
7 attached hereto and incorporated herein by this reference.

8 10. ASSIGNMENT AND SUBCONTRACTS

9 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under
10 this Agreement without the prior written consent of the other party. Any transferee, assignee or
11 subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and
12 Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the
13 performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in
14 writing by COUNTY. The use of subcontractor by CONTRACTOR shall not entitle CONTRACTOR to
15 any additional compensation than is provided for under this Agreement.

16 11. CONFLICT OF INTEREST

17 No officer, employee or agent of the COUNTY who exercises any function or responsibility for
18 planning and carrying out of the services provided under this Agreement shall have any direct or indirect
19 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be
20 employed by the CONTRACTOR under this Agreement to fulfill any contractual obligations with the
21 COUNTY. The CONTRACTOR shall comply with all Federal, State of California and local conflict of
22 interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under
23 this Agreement and any officer, employee or agent of the COUNTY.

24 12. DISCLOSURE OF SELF-DEALING TRANSACTIONS

25 This provision is only applicable if the CONTRACTOR is operating as a corporation or if during
26 the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

27 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
28 that they are a party to while CONTRACTOR is providing goods or performing services under this

1 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
2 and in which one or more of its directors has a material financial interest. Members of the Board of
3 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
4 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by
5 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
6 immediately thereafter.

7 13. NON-DISCRIMINATION

8 During the performance of this Agreement, CONTRACTOR and its officers, employees, agents
9 and subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or
10 regulation against any employee or applicant for employment, or recipient of services under this
11 Agreement, because of sex, including pregnancy, perceived pregnancy, reproductive health decision-
12 making, childbirth, breastfeeding or related medical conditions; race, including traits historically
13 associated with race, hair texture and protected hairstyles; religion or creed, including religious dress
14 and grooming practices; color; gender, gender identity, gender expression, transgender, transitioning,
15 having transitioned, perceived to be transitioning; national origin, including language use and
16 possession of a driver's license issued to persons unable to prove their presence in the United States is
17 authorized under federal law; ancestry; physical or mental disability, perceived disability; requesting
18 accommodation for disability or religious beliefs; medical condition, including HIV and AIDS; genetic
19 characteristics or information (including information from the employee's or family members' genetic
20 tests), and manifestation of a disease or disorder in the employee's family member; marital status,
21 registered domestic partner status, age, sexual orientation, citizenship, military/service member status,
22 or any other characteristic or category protected by state or federal law, ordinance or regulation.

23 A. Domestic Partners and Gender Identity

24 For State fund-funded contracts of \$100,000 or more, CONTRACTOR certifies that it complies
25 with Public Contract Code Section 10295.3.

26 B. Americans with Disabilities Act

27 CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which
28 prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines

1 issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

2 C. CONTRACTOR shall include the non-discrimination and compliance provisions of this
3 section in all subcontracts to perform work under this Agreement.

4 14. LIMITED ENGLISH PROFICIENCY

5 CONTRACTOR shall provide interpreting and translation services to persons participating in
6 CONTRACTOR's services who have limited or no English language proficiency, including services to
7 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to
8 allow such participants meaningful access to the programs, services and benefits provided by
9 CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital
10 documents" (those documents that contain information that is critical for accessing CONTRACTOR's
11 services or are required by law) shall be provided to participants at no cost to the participant.

12 CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or
13 translate for a program participant, or who directly communicate with a program participant in a
14 language other than English, demonstrate proficiency in the participant's language and can effectively
15 communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

16 15. CONFIDENTIALITY AND DATA SECURITY:

17 All services performed by CONTRACTOR under this Agreement shall be in strict conformance
18 with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

19 For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of
20 COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or
21 disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship
22 with COUNTY for the purpose of providing services under this Agreement must employ adequate data
23 security measures to protect the confidential information provided to CONTRACTOR by COUNTY,
24 including but not limited to the following:

25 A. Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to
26 COUNTY networks via personally owned mobile, wireless or handheld devices, except when authorized
27 by COUNTY for telecommuting and then only if virus protection software currency agreements are in
28 place, and if a secure connection is used.

1 B. Contractor-Owned Computers or Computer Peripherals may not be brought into
2 COUNTY for use, including and not limited to mobile storage devices, without prior authorization from
3 COUNTY's Chief Information Officer or her designee. Data must be stored on a secure server approved
4 by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of
5 secure connection of this type if any data is approved to be transferred.

6 C. County-Owned Computer Equipment – CONTRACTOR or anyone having an
7 employment relationship with COUNTY may not use COUNTY computers or computer peripherals on
8 non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her
9 designee.

10 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data
11 on any hard-disk drive.

12 E. CONTRACTOR are responsible to employ strict controls to ensure the integrity
13 and security of COUNTY's confidential information and to prevent unauthorized access to data
14 maintained in computer files, program documentation, data processing systems, data files and data
15 processing equipment which stores or processes COUNTY 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 are responsible to immediately notify COUNTY of any breaches
20 or potential breaches of security related to COUNTY's confidential information, data maintained in
21 computer files, program documentation, data processing systems, data files and data processing
22 equipment which stores or processes COUNTY data internally or externally.

23 H. CONTRACTOR shall require its subcontractors to comply with the provisions of
24 this Data Security section.

25 16. CLEAN AIR AND WATER

26 In the event the funding under this Agreement exceeds One Hundred Fifty Thousand and
27 No/100 Dollars (\$150,000.00), CONTRACTOR shall comply with all applicable standards, orders or
28 requirements issued under the Clean Air Act, as amended, 42 U.S. Code 7401 *et seq.*, and the Federal

1 Water Pollution Control Act, 33 U.S. Code 1251 *et seq.* Under these laws and regulations,

2 CONTRACTOR shall:

3 A. Assure the COUNTY that no facility shall be utilized in the performance of this
4 Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

5 B. Notify COUNTY prior to execution of this Agreement of the receipt of any
6 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be
7 utilized in the performance of this Agreement is under consideration to be listed on the EPA list of
8 Violating Facilities;

9 C. Report each violation of the above laws to COUNTY and understand and agree
10 that the COUNTY will, in turn, report each violation as required to assure notification to the Federal
11 Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency
12 Regional Office; and

13 D. Include these requirements in each subcontract exceeding \$150,000 financed in
14 whole or in part with federal assistance.

15 17. PROCUREMENT OF RECOVERED MATERIALS

16 In the performance of this Agreement, CONTRACTOR shall comply with section 6002 of the
17 Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The
18 requirements of Section 6002 include procuring only items designated in guidelines of the
19 Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of
20 recovered materials practicable, consistent with maintaining a satisfactory level of competition, where
21 the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the
22 preceding fiscal year exceeded \$10,000. For contracts meeting this threshold CONTRACTOR shall
23 make maximum use of products containing recovered materials that are EPA-designated items unless
24 the product cannot be acquired:

- 25 i. Competitively within a timeframe providing for compliance with the
26 contract performance schedule;
- 27 ii. Meeting contract performance requirements; or
- 28 iii. At a reasonable price.

1 18. DRUG-FREE WORKPLACE REQUIREMENTS

2 For purposes of this paragraph, CONTRACTOR will be referred to as the “grantee”. By drawing
3 funds against this grant award, the grantee is providing the certification that is required by regulations
4 implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations
5 require certification by grantees that they will maintain a drug-free workplace. False certification or
6 violation of the certification shall be grounds for suspension of payments, suspension or termination of
7 grants, or government wide suspension or debarment. CONTRACTOR shall also comply with the
8 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et
9 seq.).

10 19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
11 VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

12 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of
13 Federal assistance funds under the terms of this Agreement. By signing this Agreement,
14 CONTRACTOR agrees to comply with applicable Federal suspension and debarment regulations,
15 including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549.
16 By signing this Agreement, CONTRACTOR attests to the best of its knowledge and belief, that it and its
17 principals:

18 1) Are not presently debarred, suspended, proposed for debarment, declared
19 ineligible, or voluntarily excluded from participation in this transaction by any Federal department or
20 agency; and

21 2) Shall not knowingly enter into any lower tier covered transaction with an entity
22 or person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
23 excluded from participation in this transaction by any Federal department or agency.

24 B. CONTRACTOR shall provide immediate written notice to COUNTY if at any time
25 during the term of this Agreement CONTRACTOR learns that the representations it makes above were
26 erroneous when made or have become erroneous by reason of changed circumstances

27 C. CONTRACTOR shall include a clause titled “Certification Regarding Debarment,
28 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in

1 nature to this Paragraph Nineteen (19) in all lower tier covered transactions and in all solicitations for
2 lower tier covered transactions.

3 D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in
4 excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
5 debarment status at <https://sam.gov/SAM/>.

6 E. The certification in Paragraph Nineteen (19) of this Agreement is a material
7 representation of fact upon which COUNTY relied in entering into this Agreement.

8 20. GRIEVANCES

9 CONTRACTOR shall establish procedures for handling client complaints and/or grievances.
10 Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve
11 such issues when appropriate.

12 21. PROHIBITION ON PUBLICITY

13 None of the funds, materials, property or services provided directly or indirectly under this
14 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of
15 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the
16 above, publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as
17 necessary to raise public awareness about the availability of such specific services when approved in
18 advance by the Director or designee and at a cost as provided by CONTRACTOR in writing for such
19 items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other
20 related expense(s).

21 22. LOBBYING AND POLITICAL ACTIVITY

22 None of the funds provided under this Agreement shall be used for publicity, lobbying or
23 propaganda purposes designed to support or defeat legislation pending in the Congress of the United
24 States of America or the Legislature of the State of California.

25 CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any
26 political activity or to further the election or defeat of any candidate for public office.

27 23. STATE ENERGY CONSERVATION

28 CONTRACTORS must comply with the mandatory standard and policies relating to energy

1 efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42
2 United States (US) Code sections 6321, et. Seq.

3 24. FRATERNIZATION

4 CONTRACTOR shall establish procedures addressing fraternization between CONTRACTOR'S
5 staff and clients. Such procedures will include provisions for informing CONTRACTOR'S staff and
6 clients regarding fraternization guidelines.

7 25. INTERPRETATION OF LAWS AND REGULATIONS

8 COUNTY reserves the right to make final interpretations or clarifications on issues relating to
9 Federal and State laws and regulations, to ensure compliance.

10 26. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

11 CONTRACTOR, its officers, consultants, subcontractors, agents and employees shall comply
12 with all applicable State, Federal and local laws, regulations, and executive orders, as well as Federal
13 policies, procedures, and directives governing projects that utilize State and Federal Funds. This
14 includes laws, rules and regulations that pertain to construction, health and safety, labor, fair
15 employment practices, environmental protection, equal opportunity, fair housing, and all other matters
16 applicable or related to CONTRACTOR's services, the CONTRACTOR, its subcontractors, and all
17 eligible activities.

18 CONTRACTOR shall be responsible for obtaining all permits, licenses, and approvals required
19 for performing any activities under this Agreement, including those necessary to perform design,
20 implementation, operation, and maintenance of the activities. CONTRACTOR shall be responsible for
21 observing and complying with any applicable federal, state, and local laws, rules, and regulations
22 affecting any such work, specifically those including, but not limited to, environmental protection,
23 procurement, and safety laws, rules, regulations, and ordinances. CONTRACTOR shall provide copies
24 of permits and approvals to COUNTY upon request.

25 27. CHILD ABUSE REPORTING

26 CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of CONTRACTOR'S
27 employees, volunteers, consultants, subcontractor or agents performing services under this Agreement
28 shall report all known or suspected child abuse or neglect to one or more of the agencies set forth in

1 Penal Code Section 11165.9. These procedures shall include having all of CONTRACTOR'S
2 employee's, volunteers, consultants, subcontractor or agents performing services under this Agreement
3 sign a statement that he or she knows of and will comply with the reporting requirements set forth in
4 Penal Code Section 11166. The statement to be utilized by CONTRACTOR is set forth in Exhibit E,
5 attached hereto and by this reference incorporated herein.

6 28. NO OBLIGATION BY FEDERAL GOVERNMENT

7 The Federal Government is not a party to this contract and is not subject to any obligations or
8 liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from
9 this Agreement.

10 29. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

11 CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False
12 Claims and Statements) applies to CONTRACTOR's actions pertaining to this contract.

13 30. RECORDS

14 A. Record Establishment and Maintenance

15 CONTRACTOR shall establish and maintain records in accordance with those
16 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.

17 CONTRACTOR shall retain all fiscal books, account records and client files for services performed
18 under this Agreement for at least five (5) years from date of final payment under this Agreement or until
19 all State and Federal audits are completed for that fiscal year, whichever is later.

20 B. Cost Documentation

21 1) CONTRACTOR shall submit to COUNTY within ten (10) calendar days
22 following the end of each month, all fiscal and program reports for that month. CONTRACTOR shall
23 also furnish to COUNTY such statements, records, data and information as COUNTY may request
24 pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide
25 reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until
26 compliance is established.

27 2) All costs shall be supported by properly executed payrolls, time records,
28 invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this

1 Agreement and they shall be clearly identified and readily accessible. The support documentation must
2 indicate the line budget account number to which the cost is charged.

3 3) COUNTY shall notify CONTRACTOR in writing within thirty (30) days of any
4 potential State or Federal audit exception discovered during an examination. Where findings indicate
5 that program requirements are not being met and State or Federal participation in this program may be
6 imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days of
7 receipt of such notice from COUNTY, written notification thereof shall constitute COUNTY'S intent to
8 terminate this Agreement.

9 C. Service Documentation

10 CONTRACTOR agrees to maintain records to verify services under this Agreement
11 including names and addresses of clients served, if applicable, and the dates of service and a
12 description of services provided on each occasion. These records and any other documents pertaining
13 in whole or in part to this Agreement shall be clearly identified and readily accessible.

14 31. PUBLIC RECORDS

15 The COUNTY is not limited in any manner with respect to its public disclosure of this
16 Agreement or any record or data that the CONTRACTOR may provide to the COUNTY. The COUNTY's
17 public disclosure of this Agreement or any record or data that the CONTRACTOR may provide to the
18 COUNTY may include but is not limited to the following:

19 A. The COUNTY may voluntarily, or upon request by any member of the public or
20 governmental agency, disclose this Agreement to the public or such governmental agency.

21 B. The COUNTY may voluntarily, or upon request by any member of the public or
22 governmental agency, disclose to the public or such governmental agency any record or data that the
23 Contractor may provide to the COUNTY, unless such disclosure is prohibited by court order.

24 C. This Agreement, and any record or data that the CONTRACTOR may provide to
25 the COUNTY, is subject to public disclosure under the Ralph M. Brown Act (California Government
26 Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

27 D. This Agreement, and any record or data that the CONTRACTOR may provide to
28 the COUNTY, is subject to public disclosure as a public record under the California Public Records Act

1 (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) (“CPRA”).

2 E. This Agreement, and any record or data that the CONTRACTOR may provide to
3 the COUNTY, is subject to public disclosure as information concerning the conduct of the people’s
4 business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

5 F. Any marking of confidentiality or restricted access upon or otherwise made with
6 respect to any record or data that the Contractor may provide to the COUNTY shall be disregarded and
7 have no effect on the COUNTY’s right or duty to disclose to the public or governmental agency any such
8 record or data.

9 32. PUBLIC RECORDS ACT REQUESTS

10 If the County receives a written or oral request under the California Public Records Act (CPRA)
11 to publicly disclose any record that is in the Contractor’s possession or control, and which the County
12 has a right, under any provision of this Agreement or applicable law, to possess or control, then the
13 County may demand, in writing, that the Contractor deliver to the County, for purposes of public
14 disclosure, the requested records that may be in the possession or control of the Contractor. Within five
15 business days after the County’s demand, the Contractor shall (a) deliver to the County all of the
16 requested records that are in the Contractor’s possession or control, together with a written statement
17 that the Contractor, after conducting a diligent search, has produced all requested records that are in the
18 Contractor’s possession or control, or (b) provide to the County a written statement that the Contractor,
19 after conducting a diligent search, does not possess or control any of the requested records. The
20 Contractor shall cooperate with the County with respect to any County demand for such records. If the
21 Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA
22 or other applicable law, it must deliver the record or data to the County and assert the exemption by
23 citation to specific legal authority within the written statement that it provides to the County under this
24 section. The Contractor’s assertion of any exemption from disclosure is not binding on the County, but
25 the County will give at least 10 days’ advance written notice to the Contractor before disclosing any
26 record subject to the Contractor’s assertion of exemption from disclosure. The Contractor shall
27 indemnify the County for any court-ordered award of costs or attorney’s fees under the CPRA that
28 results from the Contractor’s delay, claim of exemption, failure to produce any such records, or failure to

1 cooperate with the County with respect to any County demand for any such records.

2 33. SINGLE AUDIT CLAUSE

3 If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in
4 Federal and Federal flow-through monies annually, CONTRACTOR agrees to conduct an annual audit
5 in accordance with the requirements of the Single Audit Standards as set forth in Office of Management
6 and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. CONTRACTOR shall submit
7 said audit and management letter to COUNTY. The audit must include a statement of findings or a
8 statement that there were no findings. If there were negative findings, CONTRACTOR must include a
9 corrective action signed by an authorized individual. CONTRACTOR agrees to take action to correct any
10 material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to
11 COUNTY's DSS, Administration, for review within nine (9) months of the end of any fiscal year in which
12 funds were expended and/or received for the program. Failure to perform the requisite audit functions as
13 required by this Agreement may result in COUNTY performing the necessary audit tasks, or at
14 COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the
15 inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this
16 Agreement are the sole responsibility of CONTRACTOR.

17 A. A single audit report is not applicable if all CONTRACTOR's Federal contracts do
18 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR's
19 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
20 performed and a program audit report with management letter shall be submitted by CONTRACTOR to
21 COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be
22 delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of
23 the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with
24 this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified
25 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of
26 CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or
27 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall
28 be billed to the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-

1 Controller/Treasurer-Tax Collector.

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

7 34. AUDITS AND INSPECTIONS

8 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may
9 deem necessary, make available to the COUNTY for examination all of its records and data with respect
10 to the matters covered by this Agreement, excluding attorney-client privileged communications. The
11 CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of
12 such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this
13 Agreement.

14 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
15 the examination and audit of the Auditor General for a period of three (3) years after final payment under
16 contract (California Government Code Section 8546.7). This section survives the termination of this
17 Agreement.

18 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review
19 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If
20 COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result
21 in the disallowance of payment for services rendered; or in additional controls to the delivery of services,
22 or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a
23 result of COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's
24 deficiency, CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to
25 CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the
26 discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion
27 in the determination of fiscal review outcomes, decisions, and actions.

28 ///

1 35. CHILD SUPPORT COMPLIANCE ACT

2 If this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in
3 accordance with Public Contract Code 7110, that:

4 A. CONTRACTOR recognizes the importance of child and family support obligations
5 and shall fully comply with all applicable state and federal laws relating to child and family support
6 enforcement, including, but not limited to, disclosure of information and compliance with earnings
7 assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of
8 the Family Code; and

9 B. CONTRACTOR to the best of its knowledge is fully complying with the earnings
10 assignment orders of all employees and is providing the names of all new employees to the New Hire
11 Registry maintained by the California Employment Development Department.

12 36. PRIORITY HIRING CONSIDERATIONS

13 If this Agreement includes State funding and services in excess of \$200,000, CONTRACTOR
14 shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified
15 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract
16 Code Section 10353.

17 37. CONTRACTOR'S NAME CHANGE

18 An amendment, assignment, or new agreement is required to change the name of
19 CONTRACTOR as listed on this Agreement. Upon receipt of legal documentation of the name change
20 COUNTY will process the agreement. Payment of invoices presented with a new name cannot be paid
21 prior to approval of said agreement.

22 38. PROPERTY OF COUNTY

23 Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for the
24 purchase of computer hardware, software, and printers must be approved by COUNTY prior to
25 purchase and must meet COUNTY specifications. CONTRACTOR agrees to take reasonable and
26 prudent steps to ensure the security of any and all said hardware and software provided to it by
27 COUNTY under this Agreement, and to maintain replacement-value insurance coverages on said
28 hardware and software approved by COUNTY.

1 In addition, all purchases over Five Thousand and No/100 Dollars (\$5,000.00) made during the
2 life of this Agreement shall be identified as fixed assets with an assigned COUNTY Accounting Inventory
3 Number. These fixed assets shall be retained by COUNTY, as COUNTY property, in the event this
4 Agreement is terminated or upon expiration of this Agreement. The CONTRACTOR agrees to
5 participate in an annual inventory of all COUNTY fixed assets and shall be physically present when fixed
6 assets are returned to COUNTY possession at the termination or expiration of this Agreement.
7 CONTRACTOR is responsible for returning to COUNTY all COUNTY owned fixed assets upon the
8 expiration or termination of this Agreement.

9 39. PUBLIC INFORMATION

10 CONTRACTOR shall disclose COUNTY as a funding source in all public information and
11 program materials developed in support of contracted services.

12 40. NOTICES

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director of Social Services, County of Fresno	President/Chief Executive Officer
Department of Social Services	United Health Centers of the San
P.O. Box 1912	Joaquin Valley
Fresno, CA 93718	3875 W. Beechwood Ave
	Fresno, CA 93722

21 Either party may change the information in this section by giving notice as provided in this section.
22 All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement
23 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight
24 commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF)
25 document attached to an email. A notice delivered by personal service is effective upon service to the
26 recipient. A notice delivered by first-class United States mail is effective three COUNTY business days
27 after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by
28 an overnight commercial courier service is effective one COUNTY business day after deposit with the

1 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day
2 delivery, addressed to the recipient. A notice delivered by telephonic facsimile transmission or by PDF
3 document attached to an email is effective when transmission to the recipient is completed (but, if such
4 transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be
5 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine
6 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
7 this section establishes, waives, or modifies any claims presentation requirements or procedures provided
8 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
9 Code, beginning with section 810).

10 41. CHANGE OF LEADERSHIP/MANAGEMENT

11 In the event of any change in the status of CONTRACTOR's leadership or management,
12 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change.
13 Such notification shall include any new leader or manager's name and address. "Leadership or
14 management" shall include any employee, member, or owner of CONTRACTOR who either a) directs
15 individuals providing services pursuant to this Agreement, b) exercises control over the manner in which
16 services are provided, or c) has authority over CONTRACTOR's finances.

17 42. NO THIRD PARTY BENEFICIARIES

18 This Agreement does not and is not intended to create any rights or obligations for any person or
19 entity except for the parties.

20 43. AUTHORIZED SIGNATURE

21 CONTRACTOR represents and warrants to COUNTY that:

22 (A) CONTRACTOR is duly authorized and empowered to sign and perform its obligations
23 under this Agreement.

24 (B) The individual signing this Agreement on behalf of CONTRACTOR is duly authorized to
25 do so and his or her signature on this Agreement legally binds CONTRACTOR to the terms of this
26 Agreement.

27 44. ELECTRONIC SIGNATURE

28 The parties agree that this Agreement may be executed by electronic signature as provided in

1 this section. An “electronic signature” means any symbol or process intended by an individual signing
2 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
3 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
4 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
5 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
6 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
7 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
8 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
9 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
10 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
11 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
12 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
13 conditioned upon the parties conducting the transactions under it by electronic means and either party
14 may sign this Agreement with an original handwritten signature.

15 45. COUNTERPARTS

16 This Agreement may be signed in counterparts, each of which is an original, and all of which
17 together constitute this Agreement.

18 46. GOVERNING LAW, JURISDICTION, AND VENUE

19 The laws of the State of California govern all matters arising from or related to this Agreement.
20 This Agreement is signed and performed in Fresno County, California. CONTRACTOR consents to
21 California jurisdiction for actions arising from or related to this Agreement, and, subject to the
22 Government Claims Act, all such actions must be brought and maintained in Fresno County.

23 47. NO WAIVER

24 Payment, waiver, or discharge by COUNTY of any liability or obligation of CONTRACTOR under
25 this Agreement on any one or more occasions is not a waiver of performance of any continuing or other
26 obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any obligation on any
27 other occasion.

28 ///

1 48. DISPUTES

2 In the event of any dispute, claim, question, or disagreement arising from or relating to this
3 agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute,
4 claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good
5 faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to
6 both parties. During this time, the parties will continue meeting their contract responsibilities. If the
7 parties do not reach such solution within a period of 60 days, then the parties may take whatever action
8 is available to them by law.

9 49. SEVERABILITY

10 If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or
11 otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make
12 best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable
13 terms intended to accomplish the parties' original intent.

14 50. CONSTRUCTION

15 The final form of this Agreement is the result of the parties' combined efforts. If anything in this
16 Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be
17 resolved by construing the terms of this Agreement against either party.

18 51. DAYS

19 Unless otherwise specified, "days" means calendar days.

20 52. ENTIRE AGREEMENT

21 This Agreement, including its exhibits, constitutes the entire agreement between the
22 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
23 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any
24 nature whatsoever unless expressly included in this Agreement. If there is any inconsistency between
25 the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will
26 be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the
27 terms of the exhibits.

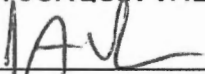
28 ///

1 The parties are executing this Agreement on the date stated in the introductory clause.

2 **CONTRACTOR:**

COUNTY OF FRESNO:

3 **UNITED HEALTH CENTERS OF THE**
4 **SAN JOAQUIN VALLEY**

5 

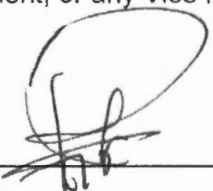


6 Print Name: Justin Preas

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

7 Title: CEO

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

10 

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

13 Print Name: Jesus Haldonado

By: Alexandria Vicaria
Deputy

14 Title: CFO

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

18 Mailing Address:
19 3875 W. Beechwood Ave.
20 Fresno, CA 93722
21 Contact: Justin Preas
Phone No: (559)-646-6618

23 **FOR ACCOUNTING USE ONLY:**
24 Fund/Subclass: 0001/10000
25 ORG No.: 56107001
26 Account No.: 7870

27 SB:rh

28

SUMMARY OF SERVICES

ORGANIZATION: United Health Centers of the San Joaquin Valley

ADDRESS: 3875 W. Beechwood Ave, Fresno, CA 93722

SERVICES: Welfare to Work Mental Health Employability Services

TELEPHONE: (559) 646-6618

CONTACTS: Justin Preas, CEO

EMAIL: preasj@unitedhealthcenters.org

OVERVIEW

United Health Centers of the San Joaquin Valley (CONTRACTOR) shall provide mental health (MH) treatment to families who are recipients of California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) and Cal-Learn benefits. The provided services will be for clients with low or employment-related mental health symptoms to remove barriers to employment and will serve clients both in the City of Fresno (Metro) and rural Fresno County (Rural).

The program shall have as its purpose the removal of barriers to employment by providing mental health services, resulting in clients engaging in school, employment, or approved WTW activities; thus resulting in clients transitioning from welfare to work.

I. TARGET POPULATION

Services will be restricted to CalWORKs WTW and Cal-Learn clients and their families including children residing in Fresno County, who shall be referred by DSS. It is anticipated the solicited services will serve 1000 clients annually, including both Metro and Rural areas.

II. SCHEDULE AND LOCATION OF SERVICES

Services shall be provided on the schedule listed below, except holidays that are observed by the County of Fresno Department of Social Services (DSS). DSS may approve other holidays or closures as requested in advance by CONTRACTOR.

A. Metro Location

1. CONTRACTOR will have four office locations available to clients referred by DSS in the City of Fresno and will be approved by DSS.
2. Hours of Operation

- a) Operational hours will be Monday through Saturday, with various times and additional hours on Sundays at select locations. Specific days and hours are listed in the table below.

3. Provided Services

- a) Services will be provided at CONTRACTOR’s multiple offices throughout the City of Fresno, and via telehealth when requested by a client. CONTRACTOR will also provide free transportation for clients to and from scheduled appointments.

B. Rural Location

- 1. CONTRACTOR will have three office locations available to clients referred by DSS outside of metro Fresno. Locations will be approved by DSS.

2. Hours of Operation

- b) Operational hours will be Monday through Saturday, with various times and additional hours on Sundays at the Kerman location. Specific days and hours are listed in the table below.

3. Provided Services

- a) Services will be provided at CONTRACTOR’s multiple offices outside of metro Fresno, throughout rural Fresno County, and via telehealth when requested by a client. CONTRACTOR will also provide free transportation to clients to and from scheduled appointments.

Health Center	General Hours of Operation
Fresno Tuolumne	Monday 8:30 AM – 8:00 PM Tuesday – Friday 8:30 AM – 5:30 PM
Fresno Blackstone	Monday 8:30 AM – 8:00 PM Tuesday – Friday 8:30 AM – 5:30 PM
Fresno Bullard	Monday – Friday 7:30 AM – 9:00 PM Saturday & Sunday 9:00 AM – 5:30 PM
Fresno Milburn	Monday – Friday 7:30 AM – 9:00 PM Saturday & Sunday 9:00 AM – 5:30 PM
Fresno Minnewawa	Monday 8:30 AM – 8:00 PM Tuesday – Friday 8:30 AM – 5:30 PM
Kerman	Monday 7:30 AM – 9:00 PM Saturday & Sunday 9:00 AM – 5:30 PM
Parlier Manning	Monday – Friday 7:30 AM – 8:00 PM Tuesday – Friday 7:30 AM – 5:30 PM Saturday & Sunday 9:00 AM – 5:30 PM
Reedley	Monday 8:30 AM – 8:00 PM Tuesday – Friday 8:30 AM – 5:30 PM

III. STAFFING

Staffing shall include, but not be limited to the positions, requirements, and responsibilities listed below.

A. Licensed Clinical Psychologist

1. At minimum, a Doctorate degree in Psychology (Ph.D or Psy.D) is required
2. Must be licensed as a Psychologist in the State of California with a good standing
3. At minimum, 3 years of experience in a behavioral health or general health care setting
4. Must be bilingual
5. Will provide individual and group supervision of licensed counselors and care coordinators
6. Will conduct initial intake assessments, perform advanced therapies, and create patient care coordination plans with multidisciplinary team members
7. Will carry a caseload of, on average, 32 clients/week
8. Will provide more intensive therapy services to referred clients

B. Licensed Clinical Social Worker

1. At minimum, a Master's degree in Social Work or a closely related field
2. Will be a California Licensed Clinical Social Worker (LCSW) and have a valid Lifesaving Certification (BLS, ACLS)
3. At minimum, 3 years of experience in a behavioral health or general health care setting
4. Must be bilingual
5. Will provide direct behavioral health services to clients in collaboration with primary care medical team
6. Will be responsible for coordinating all psychosocial community services under general direction of CONTRACTORS psychologist/program coordinator
7. Will provide assessment and therapy services to referred WTW and Cal-Learn clients
8. Will supervise Associate Clinical Social Workers
9. Will carry a caseload of, on average, 32 clients/week

C. Case Manager Supervisor

1. At minimum, a Master's degree in Social Work, Counseling, or related field
2. At minimum, 1 year of experience in behavioral health or general health care setting
3. At minimum, 1 year of experience in leadership or supervisory role, preferably in Behavioral Health
4. Must have strong case management background
5. Must be bilingual
6. Will direct, supervise, and coordinate WTW Case Management staff and day-to-day operations for the WTW program
7. Will supervise and coordinate workflow procedures for all Case Management employees at all site locations

D. Associate Clinical Social Worker

1. At minimum, a Master's degree in Social Work or a closely related field
2. Has a current Associate Clinical Social Worker Registration in good standing and have a valid Lifesaving Certification (BLS, ACLS)
3. At minimum, 1 year of experience in a behavioral health or general health care setting
4. Must be bilingual
5. Responsible for prevention and early intervention services of individuals presenting in early manifestation of mental illness
6. Will collaborate with the primary care medical team in coordinating all psychosocial community services
7. Will provide assessment and therapy services to WTW and Cal-Learn clients

E. Case Managers

1. At minimum, a Bachelor's in Social Work or related field is required, with at least 1 years' experience in a behavioral health or general health care setting
2. Must be bilingual
3. Will provide clients with case management
4. Will perform initial screening of referred clients
5. Will assist with the linkage and coordination of care for WTW and Cal-Learn clients
6. Will coordinate trainings and presentations to DSS staff and JobWISE participants
7. Will assist in data collection

F. Quality Insurance Manager

1. At minimum, a Bachelor's degree in health sciences, business, healthcare administration, health information management, or management engineering
2. At minimum, four years of relevant experience and 2 years' of management or supervisory experience
3. Will oversee and monitors the development of the program
4. Will oversee data collection activities such as patient satisfaction surveys
5. Will assist with providing data for the program

G. Data Analyst

1. At minimum, a Bachelor's degree in a related field or a commensurate combination of education and experience
2. Experience and understanding of the data programs the CONTRACTOR utilizes
3. Supports end users for self-service report access and content
4. Will provide internal data mapping and interfacing support for existing and new implementations
5. Maintains and organizes new and existing reports
6. Assist in data collection and reporting activities of the WTW and Cal-Learn program

H. Transportation Driver

1. At minimum, a high school graduate or holds a GED with 5 years of experience in driving
2. Must possess a valid CA Class C driver's license with a clean DMV record, as well as auto insurance
3. Must possess a CPR and First Aid Certificate

4. Must be bilingual
5. Responsible for transporting WTW and Cal-Learn clients needing transportation to and from the health center for scheduled appointments

IV. PROGRAM SERVICES

CONTRACTOR's provided services and responsibilities shall include but not be limited to the services listed below. CONTRACTOR will provide services in clients' preferred language utilizing DSS translation services when necessary. CONTRACTOR shall only provide the services in this Agreement to clients referred by DSS. It is expected that each assessed client, who accepts services, will be provided case management as well as offered other MH services as necessary.

Services will include a minimum of two (2) face-to-face contacts per month, not within the same week, with at least one (1) face-to-face contact involving a case manager. A minimum of bi-weekly phone calls is also expected. Services will include but are not limited to the following:

A. Screening

1. Screening is defined as over-the-phone contact with a client to offer services. Screening services will be completed by a case manager.
 - a) It is expected screening will occur within three (3) working days of a referral.
 - b) Case managers shall discuss with the client, the available MH services and perform a screening for suitability of services.

B. MH Assessment

1. MH Assessment is defined as a client being assessed to identify their MH needs and the development of an appropriate individualized MH treatment plan.
 - a) It is expected assessments be offered within five (5) working days of a screening and be completed within no more than (20) working days of the original referral.
 - b) It is expected that a Licensed clinician or an unlicensed clinician under the supervision of a licensed clinician will perform the assessments and formulate care plans.
 - c) It is expected all clients will be evaluated for a CalWORKs MH exemption.

C. Individualized MH Treatment Plan

1. Individualized MH treatment plan is defined as a plan of care for each assessed client.
 - a) It is expected that a plan will be developed for the client to be employed, attend school, or participate in a WTW approved activity within a six (6) to twelve (12) month timeframe.

- b) It is expected that treatment will follow a progressive approach, being provided more intensely initially and then tapering off in frequency, depending on the needs and progression of the client.
- c) Once an individual has created a treatment plan and has established their treatment goals, the client will become enrolled in the program.

D. Case Management

1. Case management is defined as rehabilitative services that will assist clients to improve their ability to participate in an approved WTW activity.
 - a) It is expected that an initial screening of the client will occur via phone call by a case manager to triage for need, risk, and severity.
 - (1) It is expected that during the initial screening, case managers will inform clients of the available MH services, gauge the client's interest, and perform a screening for suitability of services.
 - b) It is expected that Case Managers will contact the patients to schedule appointments while taking into consideration the language and cultural needs of the client.

E. Therapy

1. Therapy is defined as treatment performed by a clinician.
 - a. It is expected that the primary mode of therapy will be individual therapy. Group and family therapy will be offered only as a supplement to individual therapy. Telehealth services may be performed at the request of the client.
2. Therapy will be offered to all clients based on diagnosis and client need.
3. Therapy will assist clients in obtaining the goal of becoming employed, attending school, or engaging in a WTW approved activity.

F. Training and Presentations

1. Training is defined as basic MH training for DSS WTW staff that will assist them to better identify clients with potential employment barriers due to mild to moderate mental health issues. It is expected training will include:
 - a) A plan, to train DSS WTW staff that will include information on workflows and procedures to link clients to care at UHC.
 - b) Topics will include, but not be limited to:
 - a. Mental Health
 - b. Risk Assessment
 - c. Substance Abuse Assessments

2. Informational presentations on the mental health services offered by UHC will be given to JobWISE participants to encourage them to seek the services to overcome their mental health barriers to employment.

G. Collaboration

1. CONTRACTOR may work in collaboration with CONTRACTOR's medical providers to provide care to clients and their families.
2. CONTRACTOR will secure the services of trained, qualified translators and interpreters as necessary.

H. Transportation

1. CONTRACTOR will provide door-to-door transportation to and from appointments to clients that request the service.
2. CONTRACTOR will provide vehicle care (maintenance, gas, mileage, etc.) in kind.

V. REPORTING REQUIREMENTS

A. Meeting with DSS

1. CONTRACTOR will be responsible for meeting with DSS, if requested, on a monthly basis, or more often as requested by DSS for contract and performance monitoring.

B. Monthly reporting

1. CONTRACTOR will be required to submit a monthly report to DSS that will include, but not be limited to:
 - a) The number of clients served by region.
 - b) Utilization of services by client.
 - c) Outcomes (See Section VIII).
 - d) Other data as needed or requested by DSS.
2. CONTRACTOR will track outcome measures and other relevant client data as requested by DSS.
3. CONTRACTOR will be required to maintain adequate files and records that meet all reporting requirements.

VI. CIVIL RIGHTS AND PRIVACY TRAINING

CONTRACTOR will provide Civil Rights and Privacy training to their staff within 30 days of the commencement of this Agreement. CONTRACTOR will provide annual Civil Rights and Privacy training to their staff in the beginning of every calendar year and will provide relevant proof of completion to DSS by April 1st of every calendar year. CONTRACTOR will ensure all new hires receive Civil Rights and Privacy training and proof of completion to DSS is submitted within 30 days of their hire.

VII. DSS RESPONSIBILITIES

DSS shall be responsible for referring appropriate participants to CONTRACTOR for Mental Health Employability Services. It is anticipated that approximately 1,000 participants will be referred annually, with approximately 800 clients from metro Fresno and 200 clients from rural communities.

1. DSS will confirm/verify participant eligibility to services.
2. DSS will provide referrals for Mental Health Employability services.
3. DSS shall ensure that all referred participants have been assessed and have a current WTW plan on file.
4. The Case Management Job Specialist (CMJSs) shall ensure that CONTRACTOR is provided with all relevant contact information for each referred participant.
5. DSS staff shall meet with CONTRACTOR's staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.
6. DSS will provide assistance with supportive services including but not limited to transportation fare/reimbursement, childcare, and other employment barriers.

VIII. OUTCOMES

DSS will consider CONTRACTOR performance levels when determining the optional extension. For each contract period, CONTRACTOR shall meet the following performance measurements and levels:

A. Outcome 1: 75% of referred clients will complete the assessment within 5 business days of screening

1. Progress on this outcome will be measured by the total number of clients screened and the number of those that completed an assessment within 5 business days of screening.

B. Outcome 2: 80% of enrolled clients will meet for therapy with a mental health professional for a minimum of one (1) therapy session

1. Progress on this outcome will be measured by the total number of clients enrolled and the number of clients who have completed at least one (1) therapy session.

C. Outcome 3: 60 % of enrolled clients will successfully exit the program within 6–12 months

1. Progress on this outcome will be measured by the total number of clients enrolled and the number of clients who have successfully exited the program within 6-12 months. Successful exit of the program is defined as completion of the case plan.

D. Outcome 4: Of those clients that successfully complete the program,

1. 75% of those who identify as underemployed (20 hours or less) at the time of program completion will be engaged in an activity that leads towards self-sufficiency (i.e., vocational education, trade school, or educational program); and
2. 50% of those who identify as employed (30 hours or more) or participating in a WTW activity at the time of program completion will continue to be in an activity that will lead to self-sufficiency (i.e., employment, job search)
3. The tracking of this outcome will be the responsibility of UHC Staff and DSS Staff at the time of exit.

E. Expectation 1: 100% of referred clients that are able to be reached, will be screened within 3 business days of referral

1. Progress on this outcome will be measured by the total number of referrals CONTRACTOR receives from DSS, and the number of those referrals where a screening is conducted within 3 business days.

F. Expectation 2: 90% of clients that successfully complete the program will report satisfaction with services through the client satisfaction survey.

1. Progress on this outcome will be measured by the results of the satisfaction surveyed filled out by clients.

Cost Proposal Summary

Mental Health Employability Services

Organization/Agency: United Health Centers of the San Joaquin Valley

Total Requested Budget 2023-2024	\$	1,842,334
Total Requested Budget 2024-2025	\$	1,880,786
Total Requested Budget 2025-2026	\$	1,941,916
Total	\$	5,665,036

Positions Budgeted	Number of positions (FTE)
Psychologist	1.0
Psychologist	1.0
Psychologist	1.0
Case Manager Supervisor	0.5
LCSW	1.0
LCSW	1.0
ACSW	1.0
ACSW	1.0
ACSW	1.0
ACSW	1.0
Case Manager	1.0
Case Manager	1.0
Case Manager	1.0
QI Manager	0.5
Data Analyst	0.5
Transportation Driver	1.0
<div style="display: flex; justify-content: space-between;"> Total FTE 14.5 </div>	

Line Item Budget FY 23-24

Mental Health Employability Services

Organization/Agency: United Health Centers of the San Joaquin Valley

Salaries, Taxes, and Benefits	Annual Budget	Notes/Comments/Description
Regular Salaries	\$ 1,234,423	
Unemployment Insurance	\$ 4,939	
OASDI Contribution	\$ 102,127	
Workers Comp Contribution	\$ 16,020	
Health Insurance Contribution	\$ 160,199	
Life & Disability Insurance	\$ 6,141	
Retirement Contribution	\$ 40,050	
Benefits Administration	\$ 350	
Other (describe)	\$ -	
Salaries and Benefits Total	\$ 1,564,249	

Operations Costs	Annual Budget	Notes/Comments/Description
Insurance	\$ -	
Office Lease	\$ -	
Utilities	\$ -	
Communications	\$ 8,000	Language Line Services
Equipment	\$ 24,000	12 Laptops and workstations
Office Expense	\$ 3,600	12 phone stations
Transportation	\$ -	
Program Supplies	\$ 75,000	Educational materials
Other (describe)	\$ -	
Other (describe)	\$ -	
Other (describe)	\$ -	
Operations Costs Total	\$ 110,600	

Direct Costs Total \$ 1,674,849

Indirect costs - Max. of 10% for actual amount billed (salaries, taxes & benefits plus operations costs)

Indirect Costs \$ 167,485

TOTAL BUDGET \$ 1,842,334

Salary Benefit FY 23-24

Mental Health Employability Services

Organization/Agency: United Health Centers of the San Joaquin Valley

Position	FTE	Annual Salary	Contract Salary (salary * FTE)	Unemp. Insurance	OASDI	Workers Comp	Health Insurance	Life & Disability	Retirement	Benefits Admin	Other	Contract Total Salaries & Benefits	Description of Other
Psychologist	1.0	130,000	130,000	481	9,945	1,560	15,600	598	3,900	25		162,109	
Psychologist	1.0	130,000	130,000	481	9,945	1,560	15,600	598	3,900	25		162,109	
Psychologist	1.0	130,000	130,000	481	9,945	1,560	15,600	598	3,900	25		162,109	
Case Manager Supervisor	0.5	64,480	32,240	239	4,933	774	7,738	297	1,934	25		48,179	
LCSW	1.0	110,000	110,000	407	8,415	1,320	13,200	506	3,300	25		137,173	
LCSW	1.0	110,000	110,000	407	8,415	1,320	13,200	506	3,300	25		137,173	
ACSW	1.0	72,000	72,000	266	5,508	864	8,640	331	2,160	25		89,795	
ACSW	1.0	72,000	72,000	266	5,508	864	8,640	331	2,160	25		89,795	
ACSW	1.0	72,000	72,000	266	5,508	864	8,640	331	2,160	25		89,795	
ACSW	1.0	72,000	72,000	266	5,508	864	8,640	331	2,160	25		89,795	
Case Manager	1.0	64,000	64,000	237	4,896	768	7,680	294	1,920	25		79,820	
Case Manager	1.0	64,000	64,000	237	4,896	768	7,680	294	1,920	25		79,820	
Case Manager	1.0	64,000	64,000	237	4,896	768	7,680	294	1,920	25		79,820	
QI Manager	0.5	72,820	36,410	269	5,571	874	8,738	335	2,185			54,382	
Data Analyst	0.5	63,845	31,923	236	4,884	766	7,661	294	1,915			47,679	
Transportation Driver	1.0	43,850	43,850	162	3,355	526	5,262	202	1,316	25		54,697	
Totals	14.5	\$ 1,334,995	\$ 1,234,423	\$ 4,939	\$ 102,127	\$ 16,020	\$ 160,199	\$ 6,141	\$ 40,050	\$ 350	\$ -	\$ 1,564,249	

Line Item Budget FY 24-25

Mental Health Employability Services

Organization/Agency: United Health Centers of the San Joaquin Valley

Salaries, Taxes, and Benefits	Annual Budget	Notes/Comments/Description
Regular Salaries	\$ 1,283,799	
Unemployment Insurance	\$ 5,137	
OASDI Contribution	\$ 106,212	
Workers Comp Contribution	\$ 16,661	
Health Insurance Contribution	\$ 166,607	
Life & Disability Insurance	\$ 6,387	
Retirement Contribution	\$ 41,652	
Benefits Administration	\$ 350	
Other (describe)	\$ -	
Salaries and Benefits Total	\$ 1,626,805	

Operations Costs	Annual Budget	Notes/Comments/Description
Insurance	\$ -	
Office Lease	\$ -	
Utilities	\$ -	
Communications	\$ 8,000	Language Line Services
Equipment	\$ -	
Office Expense	\$ -	
Transportation	\$ -	
Program Supplies	\$ 75,000	Educational materials
Other (describe)	\$ -	
Other (describe)	\$ -	
Other (describe)	\$ -	
Operations Costs Total	\$ 83,000	

Direct Costs Total \$ 1,709,805

Indirect costs - Max. of 10% for actual amount billed (salaries, taxes & benefits plus operations costs)

Indirect Costs \$ 170,981

TOTAL BUDGET \$ 1,880,786

Salary Benefit FY 24-25

Mental Health Employability Services

Organization/Agency: United Health Centers of the San Joaquin Valley

Position	FTE	Annual Salary	Contract Salary (salary * FTE)	Unemp. Insurance	OASDI	Workers Comp	Health Insurance	Life & Disability	Retirement	Benefits Admin	Other	Contract Total Salaries & Benefits	Description of Other
Psychologist	1.0	135,200	135,200	500	10,343	1,622	16,224	622	4,056	25		168,592	
Psychologist	1.0	135,200	135,200	500	10,343	1,622	16,224	622	4,056	25		168,592	
Psychologist	1.0	135,200	135,200	500	10,343	1,622	16,224	622	4,056	25		168,592	
Case Manager Supervisor	0.5	67,059	33,530	248	5,130	805	8,047	308	2,012	25		50,105	
LCSW	1.0	114,400	114,400	423	8,752	1,373	13,728	526	3,432	25		142,659	
LCSW	1.0	114,400	114,400	423	8,752	1,373	13,728	526	3,432	25		142,659	
ACSW	1.0	74,880	74,880	277	5,728	899	8,986	344	2,246	25		93,385	
ACSW	1.0	74,880	74,880	277	5,728	899	8,986	344	2,246	25		93,385	
ACSW	1.0	74,880	74,880	277	5,728	899	8,986	344	2,246	25		93,385	
ACSW	1.0	74,880	74,880	277	5,728	899	8,986	344	2,246	25		93,385	
Case Manager	1.0	66,560	66,560	246	5,092	799	7,987	306	1,997	25		83,012	
Case Manager	1.0	66,560	66,560	246	5,092	799	7,987	306	1,997	25		83,012	
Case Manager	1.0	66,560	66,560	246	5,092	799	7,987	306	1,997	25		83,012	
QI Manager	0.5	75,733	37,866	280	5,794	909	9,088	348	2,272			56,557	
Data Analyst	0.5	66,399	33,199	246	5,080	797	7,968	305	1,992			49,587	
Transportation Driver	1.0	45,604	45,604	169	3,489	547	5,472	210	1,368	25		56,884	
Totals	\$ 14.5	\$ 1,388,395	\$ 1,283,799	\$ 5,137	\$ 106,212	\$ 16,661	\$ 166,607	\$ 6,387	\$ 41,652	\$ 350	\$ -	\$ 1,626,805	

Line Item Budget FY 25-26

Mental Health Employability Services

Organization/Agency: United Health Centers of the San Joaquin Valley

Salaries, Taxes, and Benefits	Annual Budget	Notes/Comments/Description
Regular Salaries	\$ 1,325,666	
Unemployment Insurance	\$ 5,343	
OASDI Contribution	\$ 110,461	
Workers Comp Contribution	\$ 17,327	
Health Insurance Contribution	\$ 173,272	
Life & Disability Insurance	\$ 6,642	
Retirement Contribution	\$ 43,318	
Benefits Administration	\$ 350	
Other (describe)	\$ -	
Salaries and Benefits Total	\$ 1,682,378	

Operations Costs	Annual Budget	Notes/Comments/Description
Insurance	\$ -	
Office Lease	\$ -	
Utilities	\$ -	
Communications	\$ 8,000	Language Line Services
Equipment	\$ -	
Office Expense	\$ -	
Transportation	\$ -	
Program Supplies	\$ 75,000	Educational materials
Other (describe)	\$ -	
Other (describe)	\$ -	
Other (describe)	\$ -	
Operations Costs Total	\$ 83,000	

Direct Costs Total \$ 1,765,378

Indirect costs - Max. of 10% for actual amount billed (salaries, taxes & benefits plus operations costs)

Indirect Costs \$ 176,538

TOTAL BUDGET \$ 1,941,916

**Attachment B
Cost Proposal Summary**

Salary Benefit FY 25-26

Mental Health Employability Services

Organization/Agency: United Health Centers of the San Joaquin Valley

Position	FTE	Annual Salary	Contract Salary (salary * FTE)	Unemp. Insurance	OASDI	Workers Comp	Health Insurance	Life & Disability	Retirement	Benefits Admin	Other	Contract Total Salaries & Benefits	Description of Other
Psychologist	1.0	140,608	140,608	520	10,757	1,687	16,873	647	4,218	25		175,335	
Psychologist	1.0	140,608	140,608	520	10,757	1,687	16,873	647	4,218	25		175,335	
Psychologist	1.0	140,608	140,608	520	10,757	1,687	16,873	647	4,218	25		175,335	
Case Man. Supervisor	0.5	69,741	34,871	258	5,335	837	8,369	321	2,092	25		52,108	
LCSW	1.0	118,976	118,976	440	9,102	1,428	14,277	547	3,569	25		148,364	
LCSW	1.0	118,976	118,976	440	9,102	1,428	14,277	547	3,569	25		148,364	
ACSW	1.0	77,875	77,875	288	5,957	935	9,345	358	2,336	25		97,120	
ACSW	1.0	77,875	77,875	288	5,957	935	9,345	358	2,336	25		97,120	
ACSW	1.0	77,875	77,875	288	5,957	935	9,345	358	2,336	25		97,120	
ACSW	1.0	77,875	77,875	288	5,957	935	9,345	358	2,336	25		97,120	
Case Manager	1.0	69,222	69,222	256	5,296	831	8,307	318	2,077	25		86,331	
Case Manager	1.0	69,222	69,222	256	5,296	831	8,307	318	2,077	25		86,331	
Case Manager	1.0	69,222	69,222	256	5,296	831	8,307	318	2,077	25		86,331	
QI Manager	0.5	78,762	39,381	291	6,025	945	9,451	362	2,363			58,820	
Data Analyst	0.5	69,055	34,527	256	5,283	829	8,287	318	2,072			51,570	
Transportation Driver	0.8	47,428	37,943	175	3,628	569	5,691	218	1,423	25		49,673	
Totals	\$ 14.3	\$ 1,443,931	\$ 1,325,666	\$ 5,343	\$ 110,461	\$ 17,327	\$ 173,272	\$ 6,642	\$ 43,318	\$ 350	\$ -	\$ 1,682,378	

Organization/Agency: United Health Centers of the San Joaquin Valley

Cost Proposal Narrative

Personnel Costs

1. Regular Salaries:

- **Psychologists:** \$390,000 total requested in Year 1 for 3.0 FTE Psychologists (\$130,000 each) who will provide more intensive therapy services to clients referred to the WTW program. (Bilingual Spanish/English.)
- **Licensed Clinical Social Workers:** \$220,000 total requested in Year 1 for 2.0 FTE LCSWs (\$110,000 each) who will provide assessment and therapy services to clients referred to the WTW program. The LCSWs will provide the supervision to the ACSWs. (Bilingual Spanish/English.)
- **Case Manager Supervisor:** \$32,240 total requested in Year 1 for 0.5 FTE Case Manager Supervisor who will direct, supervise, and coordinate WTW Case Management staff and day-to-day operations for UHC's WTW program.
- **Associate Clinical Social Workers:** \$288,000 total requested in Year 1 for 4.0 FTE ACSWs (\$72,000 each) who will provide assessment and therapy services to clients referred to the WTW program. (Bilingual Spanish/English.)
- **Case Managers:** \$192,000 total requested in Year 1 for 3.0 FTE Case Managers (\$64,000 each) who will conduct initial screenings of clients referred to the WTW program. The Case Manager will assist with the linkage and coordination of care for WTW clients. In addition, the Case Manager will coordinate trainings and presentations to DSS staff and assist in data collection. (Bilingual Spanish/English.)
- **QI Manager:** \$36,410 total requested in Year 1 for 0.5 FTE QI Manager who will oversee data collection activities such as patient satisfaction surveys. The QI Manager supervises the Data Analyst.
- **Data Analyst:** \$31,923 total requested in Year 1 for 0.5 FTE Data Analyst who will collect program data, and compile reports for the County/DSS.
- **Transportation Driver:** \$43,850 total requested in Year 1 for 1.0 FTE Transportation Driver to ensure clients with transportation barriers who are referred to the WTW program are able to make their scheduled appointments. (Bilingual Spanish/English.)

A 4% increase per year is budgeted for Years 2 and 3. In FY25-26, salary for Transportation Driver has been reduced to 0.8 FTE.

Rationale for additional staff:

1.0 FTE Case Managers and 1.0 FTE ACSW have been added to support and manage established patients from the Resource Center. A 0.5 FTE Case Manager Supervisor has been added to provide direct supervision and oversight to the three Case Managers.

<p>2. Unemployment Insurance: Calculated at 0.37% of salary. \$4,939 year 1; \$5,137 year 2; \$5,343 year 3. Total years 1-3 = \$15,419</p>
<p>3. OASDI Contribution: Calculated at 7.65% of salary. \$102,127 year 1; \$106,212 year 2; \$110,461 year 3. Total years 1-3 = \$318,800</p>
<p>4. Workers Compensation Contribution: Calculated at 1.2% of salary. \$16,020 year 1; \$16,661 year 2; \$17,327 year 3. Total years 1-3 = \$50,008</p>
<p>5. Health Insurance Contribution: Calculated at 12% of salary. \$160,199 year 1; \$166,607 year 2; \$173,272 year 3. Total years 1-3 = \$500,078</p>
<p>6. Life & Disability Insurance: Calculated at 0.46% of salary. \$6,141 year 1; \$6,387 year 2; \$6,642 year 3. Total years 1-3 = \$19,170</p>
<p>7. Retirement Contribution: Calculated at 3% of salary. \$40,050 year 1; \$41,652 year 2; \$43,318 year 3. Total years 1-3 = \$125,020</p>
<p>8. Benefits Administration: <i>Reimbursement Phone Stipend</i> \$25 per 14 positions = \$350 (years 1-3); Total years 1-3 = \$1,050</p>
<p>9. Other personnel costs: N/A</p>
<p><u>Operations Costs</u></p>
<p>1. Insurance: N/A</p>
<p>2. Office Lease: N/A</p>
<p>3. Utilities: N/A</p>
<p>4. Communications: \$8,000 requested years 1-3 for Language Line services for clients needing translation for languages not available through UHC staff. Total years 1-3 = \$24,000</p>

<p>5. Equipment: Funds requested for 12 laptop computers and workstations for new staff. Estimated at \$2,000 per unit x 12 = \$24,000. YEAR ONE ONLY.</p>
<p>6. Office Expense: Funds requested for 12 landline office phones for new staff. Estimated at \$300 each x 12 = \$3,600. YEAR ONE ONLY.</p>
<p>7. Transportation: N/A</p>
<p>8. Program Supplies: \$75,000 is allocated years 1-3 for program supplies, including printing of educational materials such as flyers and brochures for potential program clients, as well as handouts and other materials for trainings and presentations to County staff. Total years 1-3 = \$225,000</p>
<p>9. Other operation costs (describe): N/A</p>
<p><u>Indirect Costs</u></p>
<p>1. Indirect Costs (describe rate used): Calculated at 10% of total direct costs Year 1: \$167,485 (\$1,674,849 direct costs x 0.10) Year 2: \$170,981 (\$1,709,805 direct costs x 0.10) Year 3: \$176,538 (\$1,765,378 direct costs x 0.10) Total indirect costs years 1-3 = \$543,790</p>
<p><u>Advance payment request narrative (if applicable)</u> N/A</p>

Note: Slight calculation differences may occur due to rounding.

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (E) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno Department of Social Services, at

P.O. Box 1912, Fresno, California 93712, or DSSContractInsurance@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer

to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

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 **[NAME OF CONTRACTOR]** (PROVIDER) related to provision of **[TYPE OF SERVICES]** services for COUNTY’s dependent children, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) 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 P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §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. (P.C §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. (P.C. §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