

MASTER AGREEMENT

This Agreement is made and entered into this 10th day of January, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each CONTRACTOR listed in Exhibit A "List of Contractors", attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTORS", and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR, unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) component, and through input from the MHSA community stakeholder process, is in need of qualified agencies to operate Multi-Agency Access Program (MAP) Points to provide an integrated screening process connecting individuals and families facing mental health, substance use disorder, physical health, housing/homelessness, social service and other related challenges to supportive service agencies, as specified in this Agreement; and

WHEREAS, CONTRACTOR(S) are qualified and willing to provide said services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. COVERED SERVICES

A. CONTRACTOR(S) shall perform all services and fulfill all responsibilities identified in COUNTY's Request for Proposal (RFP) No. 952-5468, dated April 8, 2016, and Addendum No. One (1) to COUNTY's RFP No. 952-5468, dated May 6, 2016, and Addendum No. Two (2) to COUNTY's RFP No. 952-5468, dated May 12, 2016, hereinafter collectively referred to as COUNTY's Revised RFP No. 952-5468, all incorporated by reference and herein made part of this Agreement.

B. CONTRACTOR(S) shall perform all services and fulfill all responsibilities as set forth in Exhibit B "Program Overview", attached hereto and by this reference incorporated herein and

1 made part of this Agreement. CONTRACTOR(S) shall also perform all services and fulfill all
2 responsibilities as set forth in their individual “Scope of Work” documents approved by the
3 COUNTY’s DBH Director, or designee, and attached hereto as Exhibits B-1 *et seq.* and incorporated
4 herein by this reference. In the event of any inconsistency among these documents, the inconsistency
5 shall be resolved by giving precedence in the following order: 1) to this Agreement, including all
6 Exhibits, 2) to the COUNTY’s Revised RFP No. 952-5468, and 3) to the Response to the COUNTY’s
7 Revised RFP No. 952-5468. A copy of COUNTY’s Revised RFP No. 952-5468, and
8 CONTRACTOR(S)’s responses, shall be retained and made available during the term of this
9 Agreement by COUNTY’s Internal Services Department – Purchasing Services.

10 C. This Agreement provides for services at each Multi-Agency Access Program
11 (MAP) Point, hereinafter referred to as a “MAP Point location” or collectively “MAP Points”, as
12 identified in Exhibits B-1 *et seq.*, or as agreed upon by DBH Director, or designee, and
13 CONTRACTOR(S). It is acknowledged by all parties hereto that COUNTY’s DBH Director, or
14 designee, may adjust said MAP Point location(s) based upon program experience, outcomes and/or
15 community needs. Any change to CONTRACTOR(S)’ location of the service site must be made with
16 thirty (30) days advance written notice to COUNTY’s DBH Director, or designee, and only upon
17 written approval from COUNTY’s DBH Director, or designee.

18 D. CONTRACTOR(S) shall collect, maintain and report all data for services at
19 MAP Point locations independent of one another, including but not limited to: staff schedules,
20 performance measures, and other data as requested.

21 E. It is acknowledged by all parties hereto that COUNTY’s DBH Contracted
22 Services Division shall monitor the MAP Points operated by CONTRACTOR(S), in accordance with
23 Section Fourteen (14) of this Agreement.

24 F. CONTRACTOR(S) shall participate in monthly, or as needed, workgroup
25 meetings consisting of staff from COUNTY’s DBH to discuss MHSA requirements, data reporting,
26 training, policies and procedures, overall program operations and any problems or foreseeable
27 problems that may arise.

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1 **2. TERM**

2 This Agreement shall become effective upon execution and shall terminate on the 30th
3 day of June, 2019. CONTRACTOR(S) added to this Agreement after the execution date shall become
4 part of the Agreement effective upon the date the executed signature page is received and approved by
5 the COUNTY's DBH Director, or designee, as set forth in Section Eleven (11) of this Agreement.

6 This Agreement may be extended for two (2) additional consecutive twelve (12) month
7 periods subject to satisfactory performance outcomes as identified in Exhibit B-1 *et seq.*, and subject
8 to State funding each year, upon the same terms and conditions herein set forth, unless written notice
9 of non-renewal is given by COUNTY, CONTRACTOR(S), or COUNTY's DBH Director, or
10 designee, not later than sixty (60) days prior to the close of the then current Agreement term.

11 The June 30 termination date specified herein shall be the termination date for all
12 CONTRACTORS, regardless of when CONTRACTOR is added to this Agreement. Any twelve (12)
13 month renewal period of this Agreement for any CONTRACTOR already providing services under
14 this Agreement shall commence on July 1 of 2019 and 2020, as appropriate.

15 **3. TERMINATION**

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

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

- 22 1) An illegal or improper use of funds;
- 23 2) A failure to comply with any term of this Agreement;
- 24 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 25 4) Improperly performed service.

26 In no event shall any payment by the COUNTY constitute a waiver by the
27 COUNTY of any breach of this Agreement or any default which may then exist on the part of the
28 CONTRACTOR(S). Neither shall such payment impair or prejudice any remedy available to the

COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of each CONTRACTOR the repayment to the COUNTY of any funds disbursed to that CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. Each CONTRACTOR shall promptly refund any such funds upon demand or, at COUNTY's option; such repayment shall be deducted from future payments owing to that CONTRACTOR under this Agreement.

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

4. COMPENSATION AND PAYMENTS

A. Maximum Contract Amount

The maximum compensation amount under this Agreement for January 10, 2017 through June 30, 2017 and each Fiscal Year of: July 1, 2017 through June 30, 2018; July 1, 2018 through June 30, 2019; July 1, 2019 through June 30, 2020; and July 1, 2020 through June 30, 2021; shall not exceed One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) for all CONTRACTORS combined.

The maximum amounts paid to each CONTRACTOR(S) identified in this Agreement shall be as stated in the individual CONTRACTOR(S)'s "Budget" documents approved by the COUNTY's DBH Director or designee, and attached hereto as Exhibits C-1 *et seq.* and incorporated herein by this reference.

The maximum contract amount under this Agreement for the Start Up period (January 10, 2017 through March 10, 2017), of CONTRACTOR(S) identified in Exhibit A, shall not exceed Seventy One Thousand Six Hundred Sixty-Eight and No/100 Dollars (\$71,668.00), as identified in Exhibit C-1.

In no event shall the maximum compensation amount under this Agreement for January 10, 2017 through June 30, 2017 and FY 2017-18 through FY 2020-21 exceed Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) or proration thereof for all

1 CONTRACTOR(S) combined.

2 B. It is understood that all expenses incidental to CONTRACTOR(S) performance
3 of services under this Agreement shall be borne by CONTRACTOR(S). If CONTRACTOR(S) fails to
4 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
5 compensation.

6 C. Payments shall be made by COUNTY to CONTRACTOR(S) in arrears, for
7 services provided during the preceding month, within forty-five (45) days after the date of receipt and
8 approval by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments
9 shall be made after receipt and verification of actual expenditure incurred by CONTRACTOR(S) for
10 monthly program costs, as identified in Exhibit C-1 *et seq.*, in the performance of this Agreement in
11 accordance with Exhibit B and Exhibit B-1 *et seq.* and shall be documented to COUNTY on a monthly
12 basis by the tenth (10th) of the month following the month of said expenditures.

13 CONTRACTOR(S) shall submit to COUNTY by the tenth (10th) of each month
14 a detailed general ledger (GL) itemizing costs incurred in the previous month. Failure to submit GL
15 reports and supporting documentation shall be deemed sufficient cause for COUNTY to withhold
16 payments until there is compliance, as further described in Section Five (5) herein.

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

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

25 F. The services provided by CONTRACTOR(S) under this Agreement are funded
26 in whole or in part by the State of California. In the event that funding for these services is delayed by
27 the State Controller, COUNTY may defer payments to CONTRACTOR(S). The amount of the
28 deferred payment shall not exceed the amount of funding delayed by the State Controller to the

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

3 **5. INVOICING**

4 A. CONTRACTOR(S) shall provide invoices as described below to COUNTY by
5 the tenth (10th) day of each month for the prior month's expenditures, to
6 DBHInvoices@co.fresno.ca.us. Invoices and reports shall be in such detail as acceptable to
7 COUNTY's DBH, as described in Section Five (5) and in Section Twelve (12) of this Agreement.
8 Additionally, invoices and supporting documentation may be mailed to County of Fresno, Department
9 of Behavioral Health, Contracted Services Division, 3133 N. Millbrook, Fresno, CA 93703, Attention:
10 MAP Contract Analyst. No reimbursement for services shall be made until the invoice and report is
11 received, verified and approved by COUNTY's DBH.

12 B. At the discretion of COUNTY's DBH Director, or designee, if an invoice is
13 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee,
14 shall have the right to withhold payment as to only that portion of the invoice that is incorrect or
15 improper after five (5) days prior notice to CONTRACTOR(S). CONTRACTOR(S) agrees to
16 continue to provide services for a period of ninety (90) days after notification of an incorrect or
17 improper invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY
18 DBH's satisfaction, COUNTY's DBH Director, or designee, may elect to terminate this Agreement,
19 pursuant to the termination provisions stated in Section Three (3) of this Agreement. In addition, for
20 invoices received ninety (90) days after the expiration of each term of this Agreement or termination
21 of this Agreement, at the discretion of COUNTY's DBH Director, or designee, COUNTY's DBH shall
22 have the right to deny payment of any additional invoices received.

23 C. CONTRACTOR(S) shall provide a monthly activity report with each invoice,
24 further described in Section Twelve (12). In addition, each monthly invoice will be in the format as
25 identified in Exhibits C-1 *et seq.*, showing each budget line item, expenses incurred, and the balance
26 remaining for each budget line item for all services and items as identified in Exhibit C-1 *et seq.*

27 D. CONTRACTOR(S) shall submit monthly staffing reports that identify all direct
28 service and support staff, applicable licensure/certifications, and full time hours worked to be used as a

1 tracking tool to determine if CONTRACTOR(S)'s program is staffed according to the services
2 provided under this Agreement.

3 E. CONTRACTOR(S) must attend COUNTY DBH's Business Office training on
4 equipment reporting for assets, intangible and sensitive minor assets, as appropriate.

5 **6. INDEPENDENT CONTRACTOR**

6 In performance of the work, duties, and obligations assumed by CONTRACTOR(S)
7 under this Agreement, it is mutually understood and agreed that CONTRACTOR(S), including any
8 and all of CONTRACTOR(S)'s officers, agents, and employees will at all times be acting and
9 performing as independent contractors, and shall act in an independent capacity and not as an officer,
10 agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY
11 shall have no right to control or supervise or direct the manner or method by which
12 CONTRACTOR(S) shall perform its work and function. However, COUNTY shall retain the right to
13 administer this Agreement so as to verify that CONTRACTOR(S) is performing their obligations in
14 accordance with the terms and conditions thereof. CONTRACTOR(S) and COUNTY shall comply
15 with all applicable provisions of law and the rules and regulations, if any, of governmental authorities
16 having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

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

25 **7. MODIFICATION**

26 Additions to Exhibit A "List of Contractors" may be made with written approval of
27 COUNTY's DBH Director or designee, upon COUNTY's DBH Director, or designee, having received
28 and approved submitted proposals for additional CONTRACTOR(S). Proposals for the inclusion of

1 CONTRACTOR(S) must be prepared and submitted in accordance with Revised RFP No. 952-5468
2 to: County of Fresno, Department of Behavioral Health, Contracted Services Division, 3133 N.
3 Millbrook Avenue, Fresno, CA 93703, Attention: MAP Contract Analyst.

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

6 Notwithstanding the above, changes to services as needed to accommodate changes in
7 the law relating to mental health and substance use disorder treatment, as set forth in Exhibit B and
8 Exhibits B-1 *et seq.*, may be made with the signed written approval of COUNTY's DBH Director, or
9 designee, and CONTRACTOR(S) through an amendment approved by County Counsel and Auditor.
10 Changes to line items in the budgets, attached hereto as Exhibit C-1 *et seq.*, as appropriate, that do not
11 exceed ten percent (10%) of the individual CONTRACTOR(S)' program total maximum
12 compensation payable to CONTRACTOR(S), and the movement of funds between
13 CONTRACTOR(S) in a collaboration, may be made with the written approval of COUNTY's DBH
14 Director, or designee, and CONTRACTOR(S). Changes to the line items in the budget that exceed ten
15 percent (10%) of the maximum compensation payable to the CONTRACTOR(S) may be made with
16 the signed written approval of COUNTY's DBH Director, or designee, through an amendment
17 approved by County Counsel and Auditor. Said budget line item changes shall not result in any
18 change to the individual CONTRACTOR(S)' program maximum compensation amount payable to
19 CONTRACTOR(S), as stated herein.

20 **8. NON-ASSIGNMENT**

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

24 **9. HOLD-HARMLESS**

25 CONTRACTOR(S) agrees to indemnify, save, hold harmless, and at COUNTY's
26 request, defend the COUNTY, its officers, agents and employees from any and all costs and expenses,
27 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
28 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR(S), its

1 officers, agents or employees under this Agreement, and from any and all costs and expenses,
2 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
3 any person, firm or corporation who may be injured or damaged by the performance, or failure to
4 perform, of CONTRACTOR(S), its officers, agents or employees under this Agreement.

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

7 **10. INSURANCE**

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

11 A. Commercial General Liability

12 Commercial General Liability Insurance with limits of not less than One Million
13 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
14 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
15 COUNTY may require specific coverage including completed operations,
16 product liability, contractual liability, Explosion, Collapse, and Underground
(XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of the Agreement.

17 B. Automobile Liability

18 Comprehensive Automobile Liability Insurance with limits for bodily injury of
19 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
20 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
21 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
22 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage
should include owned and non-owned vehicles used in connection with this
Agreement.

23 C. Professional Liability

24 If CONTRACTOR(S) employs licensed professional staff (e.g. Ph.D., R.N.,
25 L.C.S.W., L.M.F.T.) in providing services, Professional Liability Insurance with
26 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
27 Million Dollars (\$3,000,000) annual aggregate.

28 D. Real and Property Insurance

CONTRACTOR(S) shall maintain a policy of insurance for all risk personal
property coverage which shall be endorsed naming the County of Fresno as an
additional loss payee. The personal property coverage shall be in an amount that
will cover the total of the COUNTY purchase and owned property, at a

1 minimum, as discussed in Section Nineteen (19) of this Agreement.

2 All Risk Property Insurance

3 CONTRACTOR(S) will provide property coverage for the full replacement
4 value of the COUNTY'S personal property in possession of CONTRACTOR(S)
5 and/or used in the execution of this Agreement. COUNTY will be identified on
6 an appropriate certificate of insurance as the certificate holder and will be named
7 as an Additional Loss Payee on the Property Insurance Policy.

8 E. Worker's Compensation

9 A policy of Worker's Compensation Insurance as may be required by the
10 California Labor Code.

11 F. Child Abuse/Molestation and Social Services Coverage

12 The CONTRACTOR(S) shall have either separate policies or umbrella policy
13 with endorsements covering Child Abuse/Molestation and Social Services
14 Liability coverage or have a specific endorsement on their General Commercial
15 liability policy covering Child Abuse/Molestation and Social Services Liability.
16 The policy limits for these policies shall be \$1,000,000 per occurrence with a
17 \$2,000,000 annual aggregate. The policies are to be on a per occurrence basis.

18 CONTRACTOR(S) shall obtain endorsements to the Commercial General Liability
19 insurance naming the County of Fresno, its officers, agents, and employees, individually and
20 collectively, as additional insured, but only insofar as the operations under this Agreement are
21 concerned. Such coverage for additional insured shall apply as primary insurance and any other
22 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
23 excess only and not contributing with insurance provided under CONTRACTOR(S') policies herein.
24 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
25 written notice given to COUNTY.

26 Within thirty (30) days from the date each CONTRACTOR signs this Agreement,
27 CONTRACTOR(S) shall provide certificates of insurance and endorsements as stated above for all of
28 the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,
Contracted Services Division, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: MAP
Contract Analyst, stating that such insurance coverages have been obtained and are in full force; that
the County of Fresno, its officers, agents and employees will not be responsible for any premiums on
the policies; that such Commercial General Liability insurance names the County of Fresno, its

1 officers, agents and employees, individually and collectively, as additional insured, but only insofar as
2 the operations under this Agreement are concerned; that such coverage for additional insured shall
3 apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
4 officers, agents and employees, shall be excess only and not contributing with insurance provided
5 under CONTRACTOR(S)'s policies herein; and that this insurance shall not be cancelled or changed
6 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

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

22 **12. LICENSES/CERTIFICATES**

23 Throughout each term of this Agreement, CONTRACTOR(S) and CONTRACTOR(S)'
24 staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
25 necessary for the provision of the services hereunder and required by the laws and regulations of the
26 United States of America, State of California, the County of Fresno, and any other applicable
27 governmental agencies. CONTRACTOR(S) shall notify COUNTY immediately in writing of its
28 inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions

1 irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR(S) and
2 CONTRACTOR(S)'s staff shall comply with all applicable laws, rules or regulations, as may now
3 exist or be hereafter changed.

4 **13. REPORTS**

5 A. Activity Reports

6 CONTRACTOR(S) shall submit to COUNTY's DBH by the 10th of each month
7 all monthly activity and budget reports for the preceding month.

8 B. Additional Reports

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

16 **14. MONITORING**

17 CONTRACTOR(S) agrees to extend to COUNTY's staff, COUNTY's DBH Director
18 and the State Department of Health Care Services, or their designees, the right to review and monitor
19 records, program or procedures, at any time, in regard to clients, as well as the overall operation of
20 CONTRACTOR(S)' program, in order to ensure compliance with the terms and conditions of this
21 Agreement.

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

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

26 **16. COMPLIANCE WITH STATE REQUIREMENTS**

27 CONTRACTOR(S) recognizes that COUNTY operates its mental health programs
28 under an agreement with the State of California Department of Health Care Services, and that under

1 said agreement the State imposes certain requirements on COUNTY and its subcontractors.
2 CONTRACTOR(S) shall adhere to all State Requirements, including those identified in Exhibit D
3 “State Mental Health Requirements”, attached hereto and by this reference incorporated herein.

4 **17. CONFIDENTIALITY**

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

8 **18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

9 A. Each CONTRACTOR as a party to this Agreement shall be in strict conformance
10 with all applicable Federal and State of California laws and regulations, including but not limited to
11 Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and
12 431.300 *et seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California
13 Civil Code and the Health Insurance Portability and Accountability Act (HIPAA), including but not
14 limited to Section 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing
15 regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health
16 Information Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality
17 and security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of
18 2008 regarding the confidentiality of genetic information.

19 Except as otherwise provided in this Agreement, each CONTRACTOR, as a
20 Business Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform
21 functions, activities or services for or on behalf of COUNTY, as specified in this Agreement, provided
22 that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act
23 (HIPAA), USC 1320d *et seq.* The uses and disclosures of PHI may not be more expansive than those
24 applicable to COUNTY, as the “Covered Entity” under the HIPAA Privacy Rule (45 CFR 164.500 *et*
25 *seq.*), except as authorized for management, administrative or legal responsibilities of the Business
26 Associate.

27 B. Each CONTRACTOR, including its subcontractors and employees, shall protect,
28 from unauthorized access, use, or disclosure of names and other identifying information, including

1 genetic information, concerning persons receiving services pursuant to this Agreement, except where
2 permitted in order to carry out data aggregation purposes for health care operations [45 CFR Sections
3 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons
4 receiving services pursuant to a COUNTY funded program. This requirement applies to electronic
5 PHI. CONTRACTOR(S) shall not use such identifying information or genetic information for any
6 purpose other than carrying out CONTRACTOR(S)' obligations under this Agreement.

7 C. Each CONTRACTOR, including its subcontractors and employees, shall not
8 disclose any such identifying information or genetic information to any person or entity, except as
9 otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or
10 other law, required by the Secretary, or authorized by the client/patient in writing. In using or
11 disclosing PHI that is permitted by this Agreement or authorized by law, CONTRACTOR(S) shall
12 make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use,
13 disclosure or request.

14 D. For purposes of the above sections, identifying information shall include, but not
15 be limited to name, identifying number, symbol, or other identifying particular assigned to the
16 individual, such as finger or voice print, or photograph.

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

22 F. CONTRACTOR(S) shall provide access, at the request of COUNTY, and in the
23 time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR
24 Section 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR
25 Section 164.524 regarding access by individuals to their PHI. With respect to individual requests,
26 access shall be provided within thirty (30) days from request. Access may be extended if
27 CONTRACTOR(S) cannot provide access and provides individual with the reasons for the delay and
28 the date when access may be granted. PHI shall be provided in the form and format requested by the

1 individual or COUNTY.

2 CONTRACTOR(S) shall make any amendment(s) to PHI in a designated record
3 set at the request of COUNTY or individual, and in the time and manner designated by COUNTY in
4 accordance with 45 CFR Section 164.526.

5 CONTRACTOR(S) shall provide to COUNTY or to an individual, in a time and
6 manner designated by COUNTY, information collected in accordance with 45 CFR Section 164.528,
7 to permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI
8 in accordance with 45 CFR Section 164.528.

9 G. CONTRACTOR(S) shall report to COUNTY, in writing, any knowledge or
10 reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident,
11 or breach of unsecured PHI not permitted by this Agreement of which it becomes aware, immediately
12 and without reasonable delay and in no case later than two (2) business days of discovery. Immediate
13 notification shall be made to COUNTY's Information Security Officer and Privacy Officer and
14 COUNTY's DBH HIPAA Representative, within two (2) business days of discovery. The notification
15 shall include, to the extent possible, the identification of each individual whose unsecured PHI has
16 been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached.

17 CONTRACTOR(S) shall take prompt corrective action to cure any deficiencies
18 and any action pertaining to such unauthorized disclosure required by applicable Federal and State
19 Laws and regulations. CONTRACTOR(S) shall investigate such breach and is responsible for all
20 notifications required by law and regulation or deemed necessary by COUNTY and shall provide a
21 written report of the investigation and reporting required to COUNTY's Information Security Officer
22 and Privacy Officer and COUNTY's DBH HIPAA Representative. This written investigation and
23 description of any reporting necessary shall be postmarked within the thirty (30) working days of the
24 discovery of the breach to the addresses below:

25 County of Fresno
26 Dept. of Behavioral Health
27 HIPAA Representative
28 (559) 600-6798
3147 N. Millbrook Ave
Fresno, CA 93703

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 600-6405
(559) 600-6439
P.O. Box 11867
Fresno, CA 93775

County of Fresno
Information Technology Services
Information Security Officer
(559) 600-5800
2048 N. Fine Street
Fresno, CA 93727

1 H. CONTRACTOR(S) shall make its internal practices, books, and records relating
2 to the use and disclosure of PHI received from COUNTY, or created or received by the
3 CONTRACTOR(S) on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but
4 not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR(S)
5 shall make its internal practices, books, and records relating to the use and disclosure of PHI received
6 from COUNTY, or created or received by the CONTRACTOR(S) on behalf of COUNTY, available to
7 the United States Department of Health and Human Services (Secretary) upon demand.

8 CONTRACTOR(S) shall cooperate with the compliance and investigation
9 reviews conducted by the Secretary. PHI access to the Secretary must be provided during the
10 CONTRACTOR's normal business hours, however, upon exigent circumstances access at any time
11 must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to
12 CONTRACTOR and in possession of a Subcontractor, it must certify efforts to obtain the information
13 to the Secretary.

14 I. Safeguards

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

26 CONTRACTOR(S) shall implement strong access controls and other security
27 safeguards and precautions in order to restrict logical and physical access to confidential, personal
28 (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the

1 following administrative and technical password controls for all systems used to process or store
2 confidential, personal, or sensitive data:

3 1. Passwords must not be:

4 a. Shared or written down where they are accessible or recognizable
5 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;

6 b. A dictionary word; or

7 c. Stored in clear text

8 2. Passwords must be:

9 a. Eight (8) characters or more in length;

10 b. Changed every ninety (90) days;

11 c. Changed immediately if revealed or compromised; and

12 d. Composed of characters from at least three (3) of the following

13 four (4) groups from the standard keyboard:

14 1) Upper case letters (A-Z);

15 2) Lowercase letters (a-z);

16 3) Arabic numerals (0 through 9); and

17 4) Non-alphanumeric characters (punctuation symbols).

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

21 1. Network-based firewall and/or personal firewall;

22 2. Continuously updated anti-virus software; and

23 3. Patch management process including installation of all operating
24 system/software vendor security patches.

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

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

7 J. Mitigation of Harmful Effects

8 CONTRACTOR(S) shall mitigate, to the extent practicable, any harmful
9 effect that is suspected or known to CONTRACTOR of an unauthorized access, viewing, use,
10 disclosure, or breach of PHI by CONTRACTOR or its subcontractors in violation of the requirements
11 of these provisions. CONTRACTOR must document suspected or known harmful effects and the
12 outcome.

13 K. CONTRACTOR(S)' Subcontractors

14 Each CONTRACTOR shall ensure that any of its contractors, including
15 subcontractors, if applicable, to whom CONTRACTOR(S) provides PHI received from or created or
16 received by CONTRACTOR(S) on behalf of COUNTY, agree to the same restrictions, safeguards,
17 and conditions that apply to CONTRACTOR(S) with respect to such PHI and to incorporate, when
18 applicable, the relevant provisions of these provisions into each subcontract or sub-award to such
19 agents or subcontractors.

20 L. Employee Training and Discipline

21 CONTRACTOR(S) shall train and use reasonable measures to ensure
22 compliance with the requirements of these provisions by employees who assist in the performance of
23 functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI and
24 discipline such employees who intentionally violate any provisions of these provisions, including
25 termination of employment.

26 M. Termination for Cause

27 Upon COUNTY's knowledge of a material breach of these provisions by
28 CONTRACTOR(S), COUNTY shall either:

1 1. Provide an opportunity for CONTRACTOR(S) to cure the breach or end
2 the violation and terminate this Agreement if CONTRACTOR(S) does not cure the breach or end the
3 violation within the time specified by COUNTY; or

4 2. Immediately terminate this Agreement if CONTRACTOR(S) has
5 breached a material term of these provisions and cure is not possible.

6 3. If neither cure nor termination is feasible, the COUNTY's Privacy
7 Officer shall report the violation to the Secretary of the U.S. Department of Health and Human
8 Services.

9 N. Judicial or Administrative Proceedings

10 COUNTY may terminate this Agreement with one of the CONTRACTOR(S) in
11 accordance with the terms and conditions of this Agreement as written hereinabove, if: (1) said
12 CONTRACTOR is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or
13 Security Laws or the HITECH Act; or (2) a finding or stipulation that the individual CONTRACTOR
14 has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other
15 security or privacy laws in an administrative or civil proceeding in which the CONTRACTOR is a
16 party.

17 O. Effect of Termination

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

27 P. Disclaimer

28 COUNTY makes no warranty or representation that compliance by

1 CONTRACTOR(S) with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
2 adequate or satisfactory for CONTRACTOR(S)' own purposes or that any information in
3 CONTRACTOR(S)' possession or control, or transmitted or received by CONTRACTOR(S), is or
4 will be secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR(S) is
5 solely responsible for all decisions made by CONTRACTOR(S) regarding the safeguarding of PHI.

6 Q. Amendment

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

16 R. No Third-Party Beneficiaries

17 Nothing express or implied in the terms and conditions of these provisions is
18 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
19 CONTRACTOR(S) and their respective successors or assignees, any rights, remedies, obligations or
20 liabilities whatsoever.

21 S. Interpretation

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

26 T. Regulatory References

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

1 U. Survival

2 The respective rights and obligations of each CONTRACTOR as stated in this
3 Section shall survive the termination or expiration of this Agreement.

4 V. No Waiver of Obligations

5 No change, waiver or discharge of any liability or obligation hereunder on any
6 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation,
7 or shall prohibit enforcement of any obligation on any other occasion.

8 **19. DATA SECURITY**

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

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

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

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

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

24 CONTRACTOR(S) may not bring CONTRACTOR(S)-owned computers or
25 computer peripherals into the COUNTY for use without prior authorization from the COUNTY's
26 Chief Information Officer, and/or designee(s), including but not limited to mobile storage devices. If
27 data is approved to be transferred, data must be stored on a secure server approved by the COUNTY
28 and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure

1 connection. Said data must be encrypted.

2 C. COUNTY-Owned Computer Equipment

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

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

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

13 F. Confidential client information transmitted to one party by the other by means of
14 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
15 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

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

26 **20. PROPERTY OF COUNTY**

27 A. COUNTY and CONTRACTOR(S) recognize that fixed assets are tangible and
28 intangible property obtained or controlled under COUNTY for use in operational capacity and will

1 benefit COUNTY for a period more than one year. Depreciation of the qualified items will be on a
2 straight-line basis.

3 For COUNTY purposes, fixed assets must fulfill three qualifications:

- 4 1) Asset must have life span of over one year.
- 5 2) The asset is not a repair part.
- 6 3) The asset must be valued at or greater than the capitalization thresholds
7 for the asset type.

8 Asset type	9 Threshold
10 • land	\$0
11 • buildings and improvements	\$100,000
12 • infrastructure	\$100,000
13 • be tangible	\$5,000
14 o equipment	
15 o vehicles	
16 • or intangible asset	\$100,000
17 o Internally generated software	
18 o Purchased software	
19 o Easements	
20 o Patents	
21 • capital lease equipment	\$5,000

22 Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is
23 approved and identified as an asset it will be tagged with a COUNTY program number. A “Fixed
24 Asset Log”, attached hereto as Exhibit E and by this reference incorporated herein, will be maintained
25 by COUNTY’s Asset Management System and inventoried annually until the asset is fully
26 depreciated. During the terms of this Agreement, CONTRACTOR(S)’ fixed assets may be
27 inventoried in comparison to COUNTY’s DBH Asset Inventory System.

28 B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) with
over one year life span, and are mobile and high risk of theft or loss are sensitive assets. Such
sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as
determined by COUNTY’s DBH Director, or designee. CONTRACTOR(S) maintains a tracking
system on the items that are not required to be capitalized or depreciated. The items are subject to
annual inventory for compliance.

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

9 CONTRACTOR(S) further agrees to the following:

- 10 1) To maintain all items of equipment in good working order and condition,
11 normal wear and tear is expected;
- 12 2) To label all items of equipment with COUNTY assigned program
13 number, to perform periodic inventories as required by COUNTY and to
14 maintain an inventory list showing where and how the equipment is being
15 used, in accordance with procedures developed by COUNTY. All such
16 lists shall be submitted to COUNTY within ten (10) days of any request
17 therefore; and
- 18 3) To report in writing to COUNTY immediately after discovery, the loss or
19 theft of any items of equipment. For stolen items, the local law
20 enforcement agency must be contacted and a copy of the police report
21 submitted to COUNTY.

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

28 E. CONTRACTOR(S) must obtain prior written approval from COUNTY's DBH

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

10 **21. NON-DISCRIMINATION**

11 During the performance of this Agreement, CONTRACTOR(S) shall not unlawfully
12 discriminate against any employee or applicant for employment, or recipient of services, because of
13 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
14 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
15 sexual orientation, or military or veteran status, pursuant to all applicable State of California and
16 Federal statutes and regulations.

17 **22. CULTURAL COMPETENCY**

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

19 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R.
20 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance
21 from discriminating against persons based on race, color, national origin, sex, disability or religion. This
22 is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and
23 participation in federally funded programs through the provision of comprehensive and quality bilingual
24 services.

25 B. Policies and procedures for ensuring access and appropriate use of trained
26 interpreters and material translation services for all LEP consumers, including, but not limited to,
27 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and
28 procedures, and monitoring its language assistance program. The CONTRACTOR(S)'s procedures must

1 include ensuring compliance of any sub-contracted providers with these requirements.

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

3 D. CONTRACTOR(S) shall provide and pay for interpreting and translation services
4 to persons participating in CONTRACTOR(S)' services who have limited or no English language
5 proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall
6 be provided as necessary to allow such participants meaningful access to the programs, services and
7 benefits provided by CONTRACTOR(S). Interpreter and translation services, including translation of
8 CONTRACTOR(S)' "vital documents" (those documents that contain information that is critical for
9 accessing CONTRACTOR(S)' services or are required by law) shall be provided to participants at no cost
10 to the participant. CONTRACTOR(S) shall ensure that any employees, agents, subcontractors, or
11 partners who interpret or translate for a program participant, or who directly communicate with a program
12 participant in a language other than English, demonstrate proficiency in the participant's language and can
13 effectively communicate any specialized terms and concepts peculiar to CONTRACTOR(S)' services.

14 E. In compliance with the State mandated Culturally and Linguistically Appropriate
15 Services standards as published by the Office of Minority Health, CONTRACTOR(S) must submit to
16 COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR(S)'
17 plan to address all fifteen national cultural competency standards as set forth in the "National
18 Standards on Culturally and Linguistically Appropriate Services (CLAS)"
19 (<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>) and identified in Exhibit F
20 "Culturally and Linguistically Appropriate Services", attached hereto and by this reference
21 incorporated herein. COUNTY's annual on-site review of CONTRACTOR(S) shall include collection
22 of documentation to ensure all national standards are implemented. As the national competency
23 standards are updated, CONTRACTOR(S)' plan must be updated accordingly.

24 **23. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

25 To the extent necessary to prevent disallowance of reimbursement under section 1861(v)
26 (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)(I)), until the expiration of four (4)
27 years after the furnishing of services under this Agreement, CONTRACTOR(S) shall make available,
28 upon written request to the Secretary of the United States Department of Health and Human Services,

1 or upon request to the Comptroller General of the United States General Accounting Office, or any of
2 their duly authorized representatives, a copy of this Agreement and such books, documents, and
3 records as are necessary to certify the nature and extent of the costs of these services provided by
4 CONTRACTOR(S) under this Agreement. CONTRACTOR(S) further agrees that in the event
5 CONTRACTOR(S) carries out any of its duties under this Agreement through a subcontract, with a
6 value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month
7 period, with a related organization, such Agreement shall contain a clause to the effect that until the
8 expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the
9 related organizations shall make available, upon written request to the Secretary of the United States
10 Department of Health and Human Services, or upon request to the Comptroller General of the United
11 States General Accounting Office, or any of their duly authorized representatives, a copy of such
12 subcontract and such books, documents, and records of such organization as are necessary to verify
13 the nature and extent of such costs.

14 **24. SINGLE AUDIT CLAUSE**

15 A. If CONTRACTOR(S) expends Seven Hundred Fifty Thousand Dollars
16 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR(S) agrees to
17 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth
18 in Office of Management and Budget (OMB) Circular A-133. CONTRACTOR(S) shall submit said
19 audit and management letter to COUNTY. The audit must include a statement of findings or a
20 statement that there were no findings. If there were negative findings, CONTRACTOR(S) must
21 include a corrective action plan signed by an authorized individual. CONTRACTOR(S) agrees to take
22 action to correct any material non-compliance or weakness found as a result of such audit. Such audit
23 shall be delivered to COUNTY's DBH Business Office for review within nine (9) months of the end
24 of any fiscal year in which funds were expended and/or received for the program. Failure to perform
25 the requisite audit functions as required by this Agreement may result in COUNTY performing the
26 necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said
27 audit, or, may result in the inability of COUNTY to enter into future agreements with
28 CONTRACTOR(S). All audit costs related to this Agreement are the sole responsibility of

1 CONTRACTOR(S).

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

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

21 **25. COMPLIANCE**

22 CONTRACTOR(S) agrees to comply with the COUNTY's Contractor Code of Conduct
23 and Ethics and the COUNTY's Compliance Program in accordance with Exhibit G, attached hereto
24 and incorporated herein by reference. Within thirty (30) days of entering into this Agreement with the
25 COUNTY, CONTRACTOR(S) shall have all of CONTRACTOR(S)' employees, agents and
26 subcontractors providing services under this Agreement certify in writing, that he or she has received,
27 read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR(S)
28 shall ensure that within thirty (30) days of hire, all new employees, agents and subcontractors

1 providing services under this Agreement shall certify in writing that he or she has received, read,
2 understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR(S)
3 understands that the promotion of and adherence to the Code of Conduct is an element in evaluating
4 the performance of CONTRACTOR(S) and its employees, agents and subcontractors.

5 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
6 employees, agents and subcontractors providing services under this Agreement shall complete general
7 compliance training and appropriate employees, agents and subcontractors shall complete
8 documentation and billing or billing/reimbursement training. All new employees, agents and
9 subcontractors shall attend the appropriate training within 30 days of hire. Each individual who is
10 required to attend training shall certify in writing that he or she has received the required training. The
11 certification shall specify the type of training received and the date received. The certification shall be
12 provided to the COUNTY's Compliance Officer at 3133 N. Millbrook Ave, Fresno, California 93703.
13 CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any penalty imposed upon
14 COUNTY by the Federal Government as a result of CONTRACTOR(S)' violation of the terms of this
15 Agreement.

16 **26. ASSURANCES**

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

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

7 B. CONTRACTOR(S) agrees that all potential new employees of
8 CONTRACTOR(S) or subcontractors of CONTRACTOR(S) who, in each case, are expected to
9 perform professional services under this Agreement, will be queried as to whether (1) they are now or
10 ever have been excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
11 Health Care Programs; (2) they have been convicted of a criminal offense related to the provision of
12 health care items or services; and or (3) they have been reinstated to participation in the Federal Health
13 Care Programs after a period of exclusion, suspension, debarment, or ineligibility.

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

20 2) Notwithstanding the above, COUNTY at its discretion may terminate this
21 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
22 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor
23 of CONTRACTOR(S) will perform work, either directly or indirectly, relating to services provided to
24 COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be
25 determined by COUNTY to protect the interests of COUNTY consumers.

26 C. CONTRACTOR(S) shall verify (by asking the applicable employees and
27 subcontractors) that all current employees and existing subcontractors who, in each case, are expected
28 to perform professional services under this Agreement (1) are not currently excluded, suspended,

1 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been
2 convicted of a criminal offense related to the provision of health care items or services; and (3) have
3 not been reinstated to participation in the Federal Health Care Program after a period of exclusion,
4 suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs
5 CONTRACTOR(S) that he or she is excluded, suspended, debarred or otherwise ineligible to
6 participate in the Federal Health Care Programs, or has been convicted of a criminal offense relating to
7 the provision of health care services, CONTRACTOR(S) will ensure that said employee or
8 subcontractor does no work, either direct or indirect, relating to services provided to COUNTY.

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

14 2) Notwithstanding the above, COUNTY at its discretion may terminate this
15 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
16 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor
17 of CONTRACTOR(S) will perform work, either directly or indirectly, relating to services provided to
18 COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be
19 determined by COUNTY to protect the interests of COUNTY consumers.

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

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

26 **27. PUBLICITY PROHIBITION**

27 None of the funds, materials, property or services provided directly or indirectly under
28 this Agreement shall be used for CONTRACTOR(S)'s advertising, fundraising, or publicity (*i.e.*,

1 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
2 Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement
3 shall be allowed as necessary to raise public awareness about the availability of such specific services
4 when approved in advance by COUNTY's DBH Director, or designee, and at a cost to be provided in
5 Exhibit C-1 *et seq.* for such items as written/printed materials, the use of media (i.e., radio, television,
6 newspapers) and any other related expense(s).

7 **28. COMPLAINTS**

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

16 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored
17 clients, CONTRACTOR(S) shall provide COUNTY with information relevant to the complaint,
18 investigative details of the complaint, the complaint and CONTRACTOR(S)' disposition of, or
19 corrective action taken to resolve the complaint. In addition, CONTRACTOR(S) shall inform every
20 client of their rights as set forth in Exhibit H "Grievances and Incident Reporting", attached hereto and
21 by this reference incorporated herein.

22 **29. CHILD ABUSE REPORTING ACT**

23 CONTRACTOR(S) shall establish a procedure acceptable to the COUNTY's DBH
24 Director, or designee, to ensure that all of the CONTRACTOR(S)' employees, consultants,
25 subcontractors or agents described in the Child Abuse Reporting Act, section 11164, *et seq* of the
26 Penal Code, and performing services under this Agreement shall report all known or suspected child
27 abuse or neglect to a child protective agency as defined in Penal Code section 11165.9. This
28 procedure shall include:

1 A. A requirement that all CONTRACTOR(S)' employees, consultants,
2 subcontractors or agents performing services shall sign a statement that he or she knows of and will
3 comply with the reporting requirements as defined in Penal Code section 11166(a), identified in
4 Exhibit I.

5 B. Establishing procedures to ensure reporting even when employees, consultants,
6 subcontractors, or agents who are not required to report child abuse under Penal Code section
7 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

8 **30. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**
9 **INFORMATION**

10 This provision is only applicable if CONTRACTOR(S) is a disclosing entity, fiscal
11 agent, or managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101
12 455.104, and 455.106(a)(1),(2).

13 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
14 the following information must be disclosed by CONTRACTOR(S) by completing Exhibit J
15 "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference
16 incorporated herein and made part of this Agreement. CONTRACTOR(S) shall submit this form to
17 COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally,
18 CONTRACTOR(S) shall report any changes to this information within thirty five (35) days of
19 occurrence by completing Exhibit J. Submissions shall be scanned pdf copies and are to be sent via
20 email to DBHAdministration@co.fresno.ca.us, attention: Contracts Administration.

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

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

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

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

1 contract under a public transaction;

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

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

5 4) False statements or receipt of stolen property.

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

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

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

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

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

1 changes its status to operate as a corporation.

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

10 **33. AUDITS AND INSPECTIONS**

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

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

20 **34. NOTICES**

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

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

27 Any and all notices between COUNTY and CONTRACTOR(S) provided for or
28 permitted under this Agreement or by law shall be in writing and shall be deemed duly served when

1 personally delivered to one of the parties, or in lieu of such personal service, when deposited in the
2 United States Mail, postage prepaid, addressed to such party.

3 **35. SEVERABILITY**

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

7 **36. SEPARATE AGREEMENT**

8 It is mutually understood by the parties that this Agreement does not, in any way, create
9 a joint venture among the individual CONTRACTORS. By execution of the Agreement,
10 CONTRACTORS understand that a separate Agreement is formed between each individual
11 CONTRACTOR and COUNTY.

12 **37. GOVERNING LAW**

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

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

17 **38. ENTIRE AGREEMENT**

18 This Agreement, including all Exhibits, COUNTY's Revised RFP No. 952-5468 and
19 CONTRACTOR(S)'s Responses to COUNTY's Revised RFP No. 952-5468 constitutes the entire
20 agreement between CONTRACTOR(S) and COUNTY with respect to the subject matter hereof and
21 supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements,
22 publications, and understandings of any nature whatsoever unless expressly included in this
23 Agreement.

24 ///

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.
3
4

5 **COUNTY OF FRESNO**

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8 By *[Signature]*
Chairman, Board of Supervisors

9
10 Date: 1-10-17

11
12
13 BERNICE E. SEIDEL, Clerk
Board of Supervisors

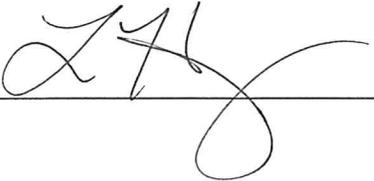
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16 By *Susan Bishop*
Deputy

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18 Date: 1-10-17

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23 **PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

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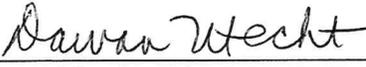
APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By 

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By 

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By 
Dawan Utecht, Director
Department of Behavioral Health

Fund/Subclass: 0001/10000
Organization: 56304768
Account/Program: 7295/0

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

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CONTRACTOR:

KINGS VIEW CORPORATION

By 

Print Name: Leon Hoover

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

By 

Print Name: Jim S Rodriguez

Title: CFO
Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Mailing Address:
7170 N. Financial Dr., Suite 110
Fresno, CA, 93720
Phone No.: (559) 256-0100
Contact: Leon Hoover, Chief Executive Director

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 **CONTRACTOR:**

2 **POVERELLO HOUSE**

3
4 By 

5
6 Print Name: JOHN W FIZE JR

7
8 Title: Bond President
9 Chairman of the Board, or
President or any Vice President

10
11 By 

12
13 Print Name: Cruz Avila

14
15 Title: EXECUTIVE DIRECTOR
16 Secretary of Corporation, or
17 Any Assistant Secretary, or
18 Chief Financial Officer, or
19 Any Assistant Treasurer

20
21
22
23 Mailing Address:
24 412 F Street
25 Fresno, CA 93706
26 Phone No.: (559) 498-6988
27 Contact: Cruz Avila, Executive Director

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 **CONTRACTOR:**

2 **CENTRO LA FAMILIA ADVOCACY SERVICES, INC.**

3
4 By *Bob Solis*

5
6 Print Name: *Bob Solis*

7
8 Title: *Chairman*
9 Chairman of the Board, or
President or any Vice President

10
11 By *Linda Bauman*

12
13 Print Name: *Linda Bauman*

14
15 Title: *Chief Financial Officer*
16 Secretary of Corporation, or
17 Any Assistant Secretary, or
18 Chief Financial Officer, or
19 Any Assistant Treasurer

20
21
22
23 Mailing Address:
24 302 Fresno St., Suite 102
25 Fresno, CA 93706
26 Phone No.: (559) 237-2961
27 Contact: Margarita A. Rocha, Executive Director
28

**MULTI-AGENCY ACCESS PROGRAM (MAP) POINT OPERATORS
LIST OF CONTRACTORS**

I. MAP Point Collaborative – (metro locations serving disadvantaged populations and rural locations)

1. Kings View Corporation (lead)
7170 N. Financial Dr., Suite 110
Fresno, CA, 93720
(559) 256-0100
Contact: Leon Hoover, Chief Executive Director

2. Poverello House
412 F Street
Fresno, CA 93706
(559) 498-6988
Contact: Cruz Avila, Executive Director

3. Centro La Familia Advocacy Services, Inc.
302 Fresno St., Suite 102
Fresno, CA 93706
(559) 237-2961
Contact: Margarita A. Rocha, Executive Director

**MENTAL HEALTH SERVICES ACT
PREVENTION AND EARLY INTERVENTION
MULTI-AGENCY ACCESS PROGRAM POINT**

Program Overview

CONTRACT SERVICES: Operation of Multi-Agency Access Program (MAP) Points

CONTRACT TERM: January 10, 2016 - June 30, 2019; and
Two (2) Twelve-Month Renewal Options

CONTRACTORS: See Exhibit A

CONTRACT MAXIMUM: \$1,500,000 per Fiscal Year

CONTRACTOR AWARDS: \$1,500,000 per Fiscal Year – all Providers combined
See Exhibits B-1 *et seq.* for individual Provider Awards

SERVICE POPULATIONS: Underserved and unserved groups within Fresno County

I. MAP POINT PROGRAM OVERVIEW

County of Fresno on behalf of the Department of Behavioral Health (DBH), Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI), has developed a Master Agreement for the operation of Multi-Agency Access Program (MAP) Point services for underserved and unserved culturally diverse populations in Fresno County.

PEI Program Intent and Goals - The intent of the PEI program is to provide funds for MAP Point services to be delivered in community settings to all age groups in a culturally, linguistically and age-appropriate manner. The goals of the PEI component of the MHSA shall be integrated into the MAP Point program and shall be promoted through: community collaboration; cultural and linguistic competency; and services that are individual/family driven, wellness and recovery focused, integrated and performance outcomes based.

MAP Point Program Intent and Goals – DBH seeks to streamline access processes to ensure that all individuals in need of behavioral health care have a timely, personal, relevant, clear and understandable path to care. By integrating behavioral health into other systems such as physical health settings, justice settings including courts and probation, schools, and other service delivery

organizations, DBH can significantly increase access to care and improve the total health and wellness in the community.

A MAP provides an integrated screening process which connects individuals facing mental health, substance use disorder, physical health, or housing challenges to supportive services matching individuals and families to the right resources at the right time in the right location. This is accomplished through an established and formalized screening process, collaboration of service providers, leveraging existing community resources, eliminating barriers and assisting clients' access to supportive services.

The purpose of this program is to provide multiple MAP Points at optimal strategic and geographic locations that have dense client flow to target underserved and unserved populations with critical access needs. Each MAP Point Provider will be an access point and use a common screening process to serve individuals where they are. Each Provider will work within a centralized or coordinated system for linkages to further assessments and/or services for all persons who participate in the screening.

Goals of the program include less utilization of more costly crisis services, and minimization or avoidance of more severe outcomes such as substance use disorder, hospitalization or incarceration.

Funding Use – PEI guidelines stipulated by the California Department of Health Care Services specifically limit how PEI funds may be used. The funding for MAP Point services is to provide for salaries and benefits of staff, training, consumer incentives, planning and operational costs, lease space, technology, transportation needs, and other acceptable expenses that carry out the intent of this project. Providers' individual funding allocations are identified and detailed in Exhibits C-1 et seq.

Prevention in mental health involves reducing risk factors or stressors, building protective factors and skills and increasing support. Prevention promotes positive cognitive, social and emotional development and encourages a state of well being that allows the individual to function well in challenging circumstances. MAP Points will assist the clients in reducing negative outcomes that may serve as a risk factor to developing potentially serious mental illness by screening for biological, behavioral and socio-economic needs and linking to appropriate service providers.

Early intervention is directed toward individuals and families for whom a short-duration (up to one year), relatively low-intensity intervention is appropriate to measurably improve a mental health problem or concern very early in its manifestation, thereby avoiding the need for more extensive

mental health treatment or services; or prevent a mental health problem from getting worse. MAP Points will not be providing direct treatment services, but will track any linkages to early intervention programs.

MAP Points will be primarily a program to improve timely access to mental health services to underserved populations with inherent strategies to provide prevention, outreach, access and linkage, and stigma and discrimination reduction. Target populations are underserved and unserved, who lack protective factors such as knowledge of the system of care and access to mental health services or have stigma associated with reaching out for mental health services.

Outreach for Increasing Recognition of Early Signs of Mental Illness – Outreach serves to introduce and educate the community on mental health and related services available within the community, and in Fresno County in general. Connections made shall help to build a trusted presence within the community and thereby encourage future contacts, follow-ups, and linkages to service information and/or delivery. MAP Points will be located in settings where service populations are, whether in their own communities, places they frequent or have a connection. These settings as well as the mental health domain of the screening tool will provide opportunity to identify early signs of mental illness.

Access and Linkage – The MAP integrated screening process will be able to screen clients for mental health needs and link to further assessment to determine appropriate care and/or treatment.

Stigma and Discrimination Reduction - MAP Points will provide culturally-competent services. Staff with same cultural and linguistic make up of clients will make it easier for clients to feel welcomed and comfortable in seeking mental health services and continue to receive needed services.

Services and Performance Measures - Under the provision of the MHSA PEI component, the County's Department of Behavioral Health receives funding to expand, develop and create successful PEI programs for children, transitional aged youth, adults, and older adults in a culturally, ethically, and linguistically competent approach for underserved and unserved populations. MAP Point Program Providers' culturally specific approaches to these services, and their performance measures and outcome goals are identified and detailed in Exhibits B-1 *et seq.* Performance measures are further addressed in Section Four (4) of this document.

Service Populations - Target areas include optimal strategic and geographic locations that have a high volume of client flow/interaction that can target underserved and un-served populations with critical access needs. These areas can be in metropolitan and rural locations, law enforcement

agencies, critical access points such as hospitals, service agencies, educational settings, or any other location that meets the intent of MAP Point project. Target populations include unserved or underserved groups within Fresno County; examples include, but are not limited to, cultural populations, lesbian/gay/bi-sexual/transgender/questioning (LGBTQ) community, Veterans, homeless and geographically isolated groups. MAP Point services, while targeting specific unserved and underserved groups, must extend services to all age groups, populations, cultures and must be able to link to all appropriate services as needed. There should be no exclusion criteria. Service populations are identified for each MAP Point Provider in Exhibit A and Exhibits B-1 et seq.

Collaborations – MAP Point Providers shall work in collaboration with existing partners, including but not limited to the existing MAP Point at Pov, local schools and district offices, faith-based organizations, primary care centers, various health offices, natural gathering sites, social services offices and local law enforcement offices. In addition, collaborations and partnerships shall be encouraged with all other community stakeholders and service providers, including but not limited to: private, profit/non-profit, government, faith-based, cultural-specific community resource/service providers, and advisory boards and commissions.

Providers will be required to participate in MAP Community Work Groups and encouraged to participate in Community Conversations, Fresno-Madera Continuum of Care and other local planning organizations, initiatives, activities and assessments.

Master Agreement Additions - Organizations seeking to be included in this Master Agreement, or seeking to provide additional services to underserved and un-served target/service populations, funded through MHSA PEI, must submit a written proposal to Fresno County Department of Behavioral Health, Attention: MAP Point Contract Analyst, 3133 N. Millbrook Avenue, Fresno, CA 93703. The proposal must be prepared and submitted for review and approval in accordance to, and in proper response to, the Request for Proposal (RFP) #952-5468 issued by Fresno County Purchasing Division on April 8, 2016. Proposals received must be approved by DBH Director and/or designee for addition to Master Agreement.

II. MAP POINT SERVICES

A. Provide screening for each client in order to understand their individual needs and motivation to be linked with services. Specific services shall include:

- Use Motivational Interviewing (MI) to identify client's fundamental values and goals to stimulate change.
- Develop a service or linkage plan for the client or family and monitor their success in connecting to assessments or services identified in the screening.
- Meet individually with client or family when necessary to provide support and assistance towards achieving service or linkage plan goals.
- Make linkages and appointments with appropriate service providers. A linkage is considered achieved when a client is confirmed to be connected with a service provider, not simply referred.
- Maintain client files.
- Transportation of clients to identified resource agencies and/or to initial scheduled appointment with identified service providers, as necessary.

B. Assist clients in obtaining necessary documents such as State Identification Card, Social Security Card, Birth Certificate, etc. needed to link to appropriate services and support clients in developing an understanding how to utilize community supports in an ongoing fashion (such as public transportation system, community food banks, etc.).

C. Be responsible for linking clients to the appropriate services based upon initial screening and linkage plan. Services to which clients may be linked range from mental health, substance use disorder, physical health, housing, social and/or other services. Methods for service coordination and communication between program and other service providers shall be developed and implemented consistent with Fresno County Mental Health Plan (MHP) confidentiality rules.

- Should read-only access to the County's electronic health record system (currently Avatar) be provided in order to assist in determining client's prior involvement in the County's Mental Health Plan system of services and ensure continuum of care, understand that fees for access may apply and are expected to become part of the Provider's operational costs as identified and detailed in Exhibits C-1 et seq.

D. Work collaboratively with the MAP Community Coordinator and other service providers to monitor client success, areas for growth and challenges with program linkage. Ensure a warm handoff between client and service providers.

E. Maintain relationships with referring and supporting agencies and represent agencies at various community meetings as requested. Participate in all scheduled MAP Point community meetings. Attend scheduled meetings and presentations with referral agencies.

F. Utilize evidence based practices in screening and serving clients. Ensure on-going training of staff regarding evidence based practices and knowledge of relevant mental health/illness topics.

G. Utilize the standardized MAP Community Screening Tool and stay current in practice with any future revisions to this tool and provide appropriate feedback. Participate in training needed on the tool itself or supporting data systems used.

- Any costs associated with use of data systems supporting the MAP Community Screening Tool or VI-SPDAT or other systems as required and/or developed by the MAP Community Group are to become part of Provider's operational costs as identified and detailed in Exhibits C-1 et seq.
- Entry of data and case relevant information into MAP Community Screening Tool data system and/or other required systems.

III. STAFFING

The staffing plan should be clear and concise and allow for full implementation of all items described in the program. It is expected that MAP Point Navigator(s) shall complete the services and linkages as identified above. In addition, the Navigator shall work collaboratively with other service components and programs in the MAP system. Navigators shall be knowledgeable of cultural sensitivity/competency and well versed in community resources.

Staff work schedules shall be responsive to client needs and shall permit staff to be available at times/locations that are convenient for the client and/or respond to family members' concerns.

There is no mental health treatment currently offered or anticipated at MAP Points. As such, specific licensures related to behavioral health are not required. The staffing plan should include MAP Point Navigators, supervision of MAP Point Navigators, and additional positions as needed to ensure full implementation of the program.

IV. PERFORMANCE OUTCOME MEASURES

All Providers shall comply with all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. Providers shall use performance outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the service population.

In addition, these measures shall be used to ensure MAP Point services are in alignment with MHSA guiding principles which are inclusive of: an integrated service experience; community collaboration; cultural competence; client/family driven service; and wellness, resilience, and recovery focused services. MHSA PEI reporting requirements include but are not limited to the following: number of referrals/linkages of members of underserved populations to a prevention program, early intervention program, and/or treatment beyond early onset; number of persons who followed through on the referral and engaged in services (linkage may be defined as having participated at least once in the program to which person was referred); and timeliness of care, the interval between referral and engagement in services.

Performance outcome measures shall be tracked on an ongoing basis and used to update the County monthly (by the 10th of the month following the report period) regarding MAP Point services. In addition, performance outcome measures are reported to the County annually in accumulative reports for overall program and contract evaluation.

Providers will utilize standardized forms and tools so that data shall be collected in the same way for each MAP Point location and population it may serve. Forms and tools used to gather and report data reflecting services provided, populations served, and impact of those services are to be developed by the County and Providers. Providers will work closely with the County to analyze the data and make necessary adjustments to service delivery and reporting requirements before the start of each new fiscal year.

Providers' specific performance measures and outcome goals are identified and detailed in Exhibit B-1 et seq. Measurable outcomes may be reviewed for input and approval by a designated Department of Behavioral Health work group upon contract execution and adjusted as needed each new fiscal year. The purpose of this review process is to ensure a comprehensive system wide approach to the evaluation of programs through an effective outcome reporting process.

MAP POINT COLLABORATIVE
(KINGS VIEW, POVERELLO HOUSE AND CENTRO LA FAMILIA)
SCOPE OF WORK

CONTRACT SERVICES: Operation of Multi-Agency Access Program (MAP) Points

CONTRACT TERM: January 10, 2017 – June 30, 2019 and Two (2) Twelve-Month Renewal Options

CONTRACT MAXIMUM: \$1,000,000 Per Fiscal Year

NOTE: The information, expectations and requirements contained in this Exhibit B-1 are specific to the MAP Point Collaborative and shall be considered in addition to Exhibit B and the Kings View Corporation proposal submitted in response to Request for Proposal No. 952-5468.

I. PROGRAM OVERVIEW

Kings View Corporation and its partners Centro La Familia Advocacy Services and Poverello House (collectively known as the MAP Point Collaborative) propose to provide clients with a MAP single point of entry for residents of Fresno County to access linkage to multiple behavioral, social and health services to promote their wellness and recovery. Although additional sites may be added, the present proposal includes eight MAP sites in the collaborative plus a mobile food truck that will serve clients as well. The MAP Point Collaborative will use Motivational Interviewing and evidence-based practices to engage the client in completing the Community Screening Tool and develop linkage plan goals. All services will be provided with a respectful approach to each client's ethnicity, gender and belief system.

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

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

- Poverello House, 412 F Street, Fresno
- Mobile Unit/Food Truck (initially operating 4 days/week); initial stops include Mendota, Firebaugh, Huron, Orange Cove, San Joaquin, Calwa, Parlier, Del Ray, Riverdale, and Sanger
- Kings View Behavioral Health, site tbd, Selma

- Centro La Familia Advocacy Services
 - Main CLFA office: 302 Fresno Street, Fresno
 - Mendota Community Center: 195 Smoot Ave, Mendota
 - Carmen Meza Center: 838 O St, Firebaugh
 - Huron Family Learning Center: 36602 Central Ave, Huron
 - EDA Community Center: 633 Sixth Street, Orange Cove
- Community Regional Medical Center, Ambulatory Care Center: 290 N. Wayte Lane, Fresno 93701

Kings View, Centro La Familia Advocacy Services, and Poverello House will draw upon shared and unique resources to provide a continuum of services and connections to MAP clients at each of the MAP locations. For example, substance abuse treatment will be provided by Kings View or other appropriate community partners, including West Care. Clients needing mental health treatment will be linked to Kings View, or other appropriate community resources. Poverello House will link and provide services including emergency services (e.g., food, shelter, clothing) and limited medical services. Domestic violence intervention will be addressed by Poverello or Centro La Familia Advocacy Services; all organizations will assist clients in health insurance, food stamps, and other enrollments they are equipped to provide. The MAP partners all have stable and sustained organizational histories in the San Joaquin Valley, which allows them to leverage resources as a group under a single Collaborative Program Manager who will coordinate services and connections. In addition, the MAP Resource Coordinator will actively seek appropriate resources throughout Fresno County and share this information with all MAP partners to ensure that all sites have complete and current service provider information.

The chart below shows services currently provided and to be leveraged by each of the partner agencies and by Community Regional Medical Center's Ambulatory Care Center.

Services	Poverello	Kings View	CLFA	CRMC Ambulatory Care
MAP Program administration		X		
Emergency shelter	X			
Housing services	X			
Substance abuse treatment	X	X		X
Medical services	X			X
Employment services	X		X	
Mental health treatment	X (DBH on site)	X	X	X
Legal services (Immigration)			X	
Meal service	X			
Food resource	X			
Domestic violence intervention	X		X	
General assistance	X	X	X	
Health insurance enrollment	X	X	X	X
Parent education			X	
Youth skills		X		
Dental	X			

Kings View Corporation will hire a MAP Collaborative Program Manager to provide administrative and operational oversight and support, and a Resource Coordinator to identify and develop community resources for client linkage. Navigators at each site will screen clients using the Community Screening Tool and other relevant tools (e.g., the VI-SPDAT) and link or facilitate client linkage following the warm hand-off model. Transporters will drive clients to services via eight-passenger vans or automobiles to be leased for this project.

Materials will be available in all three Fresno County threshold languages (English, Spanish and Hmong), and all sites will provide access to interpreters for clients and families. If an interpreter is not available, Language Line will be used to provide interpretation.

The project will develop a data system designed to facilitate the data collection and reporting requirements of this project. The system will be designed with the assistance of Bitwise Industries leveraging the experience of that company with Fresno County data system design.

II. SERVICES

A. Screening provided

MAP Point Collaborative partner navigators will provide a screening for each client to document and understand their individual needs and motivation to be linked with services. Navigators will:

- Use Motivational Interviewing (MI) to identify and understand the client's fundamental needs, values and goals to stimulate change.
- Develop a service or linkage plan for the client or family and monitor success in connecting to assessments or services identified in the screening.
- Meet individually with the client or family when necessary to provide support and assistance towards achieving service and/or linkage plan goals.
- Make linkages and appointments with appropriate service providers including housing, mental health and social services. Clients will be considered linked with a referral service when connection with that service provider is confirmed.
- Maintain client files through use of a database to be developed by technology firm Bitwise Industries, in coordination with Kings View IT staff and based on program requirements.
- Provide transportation for clients to identified resource agencies and/or to initial scheduled appointment with identified service providers, as necessary. Transportation will be provided through tokens for public transport or by two MAP transporters in leased vans, as reflected in the project budget.

B. Client assistance in obtaining documents

MAP Point Collaborative Navigators will assist clients at all sites in obtaining necessary documents such as state identification card, social security card, birth certificate, immigration-related documents (passport, green card), and others that are needed to link to appropriate services such as public benefits, housing, and/or health insurance enrollment. MAP Navigators will provide clients information on how to obtain additional resources such as transportation, food and any immediate medical resources.

C. Linking clients to appropriate services based on initial screening

The MAP Point Collaborative Navigators at all sites will be responsible for linking clients to the appropriate services based on their screening and linkage plan. MAP Navigators will provide information to clients about necessary documents, and assist in completing applications that are available to the MAP staff, and provide transportation as needed to county services such as CalFresh, CalWORKs, and TANF, as well as to services that fit into each agency's relevant programs. Navigators will also assist clients in linking clients in the same way to low-income housing options, landlords, primary medical care, faith-based support systems, and in some cases with their families.

In many cases, the MAP partners will directly provide those services, consistent with each agency's mission. Methods for service coordination and communication between program and other service providers will be developed and implemented in alignment with Fresno County Mental Health Plan (MHP) confidentiality rules. Coordination is crucial in Fresno County's large catchment area because services are spread out and low-income residents of rural communities have very little access to services without necessary transportation.

D. Service provider coordination/collaboration

The MAP Point Collaborative Navigators at all sites will work collaboratively with the Program Manager and other service providers to monitor client success, identify areas for growth and challenges with program linkage, and will ultimately ensure a warm hand-off between client and service providers. The MAP Collaborative Program Manager will provide overall program coordination and monitoring; a MAP Resource Coordinator will develop and manage linkage resources to meet the needs of clients. Potential resources include government agencies such as Department of Behavioral Health, Department of Social Services, Department of Motor Vehicles, Housing Authority, and community-based organization programs.

E. Maintaining agency relationships

The MAP Point Collaborative Program Manager, MAP Resource Coordinator, and other staff as appropriate will maintain relationships with referring and supporting agencies and represent agencies at various community meetings as requested. The purpose of this position is to coordinate and develop resources appropriate to the needs identified through the project.

In addition to the MAP Collaborative Program Manager's role of program oversight and contract compliance, the Program Manager will also establish regular collaborative meetings, and facilitate those meetings to support the collaborative and community relationships. Each of the participating agencies is already fully engaged in relevant agency relationships

F. Evidence based practices in screening and serving clients

The MAP Point Collaborative will use evidence-based practices in screening and serving clients. The use of proven methodologies, with an evidence basis, allows for interactions with the clients to be more complete and productive. There are numerous evidence-based methodologies for these purposes that can be incorporated into the process depending on the situation and need. Some of the key evidence-based practices that will be used are described below.

- Collaborative Navigators will use the evidence-based practice of **Motivational Interviewing**, a clinical approach that helps people with mental health and substance-use disorders and other chronic conditions such as diabetes, cardiovascular conditions, and asthma make positive behavioral changes to support better health. The approach upholds four principles—expressing empathy and avoiding arguing, developing discrepancy, rolling with resistance, and supporting self-efficacy (a client’s belief s/he can successfully make a change). Kings View Corporation staff are already trained in Motivational Interviewing. For project staff who are not yet trained, Motivational Interviewing classes are available online. All MAP staff will be trained in Motivational Interviewing, with support provided by collaborative partners.
- Another evidence-based practice to be used by the MAP Point Collaborative is the **Wellness Recovery Action Plan or WRAP®**, a self-designed prevention and wellness process used extensively by health care and mental health systems to address physical, mental health and life issues, and will be used at MAP Point Collaborative sites to engage the client in completing the Community Screening Tool and develop linkage plan goals. WRAP has been studied extensively in rigorous research projects and is listed in the National Registry of Evidence-based Programs and Practices. All MAP services will be provided with a respectful approach to each client’s ethnicity, gender and belief system.

G. Utilizing standardized MAP Point Community Screening Tool

MAP Point Collaborative staff will use the standardized MAP Point Community Screening Tool and stay current with any future revisions to this tool. In addition, the MAP Point Program Manager and Navigators will participate in future development of screening tools as requested. While primary screening staff will be the Navigators, training will be provided to all appropriate staff.

III. STAFFING

To allow for full implementation of all items described in the program, the staffing plan proposed for the Map Point Collaborative sites will be as follows:

- **1.0 FTE MAP Collaborative Program Manager** will oversee the Multi-Agency Access Program locations to ensure operations are running smoothly and in compliance with contract requirements including records management, security, communications, transportation services and staff sharing. Qualifications include a Master’s Degree in behavioral health or related field or equivalent with at least two years of experience as a manager in a case management environment, while working with the severely mentally ill (SMI), and/or co-occurring clients as well as experience in developing linkages for a wide variety of needs and coordinating case management type services for the homeless and indigent populations.
- **1.0 FTE MAP Resource Coordinator** will be responsible for cultivating resources and linkages for MAP personnel to ensure clients are linked to the “right services, the first time.” Linkages to include: housing resources, physical and mental health services, substance abuse treatment services, domestic violence education and support groups, immigration services for undocumented clients, vocational assessment, education and training,

parenting, school based counseling and support groups, wellness and recovery activities. Qualifications include Bachelor's Degree in related field.

- **9.0 FTE Navigators** among eight fixed sites and one mobile unit (see program budget for specific assignments) will administer the Community Screening Tool and/or VI-SPDAT to the client and facilitate linkages to indicated services and faith-based supports. Navigators will work collaboratively with other service components and programs in the MAP system. Navigators will be knowledgeable of cultural sensitivity/competency and well versed in community resources. Navigators will be responsible for case management to ensure proper linkages occur. The Navigators will be placed at the main MAP site at Poverello House, the Kings View site in Selma as well as the Centro La Familia sites at 302 Fresno Street, Community Regional Medical Center, and in the cities of Mendota, Firebaugh, Huron and Orange Cove. Navigators are required to have a Bachelor's Degree in a related field.
- **2.0 FTE Transporters**, using program vehicles, will transport clients to appointments, designated treatment programs, health care services, social services, government offices and faith-based services in the community as necessary to fulfill the clients' linkage plan goals. Transporters are required to have an Associate's degree or equivalent with experience working with severely mentally ill and/or co-occurring environment. Transporters must also have a basic knowledge of common mental health diagnoses. Additional training may be provided, for example Mental Health First Aid training, which is offered by Fresno County as well as American Ambulance.

As lead agency, Kings View Corporation will employ the overall project staff: the MAP Collaborative Program Manager, Resource Coordinator and Navigator for the Selma site. Each partner will directly employ Navigators for its sites. Although the core elements of job duties are consistent among all program staff, each agency may add expectations specific to their agency.

Staff work schedules will be responsive to client needs and permit staff to be available at times and locations that are convenient for the client and respond to family members' concerns. The MAP Point Collaborative has identified sites for the MAP points that are well known to the community, used by the target population, and are already trusted sources of assistance. MAP Point Collaborative staff will be bilingual, multi-culturally aware and sensitive to gender differences so that a trust and respect can be established with clients. All MAP Point Collaborative staff will receive initial cultural humility training and then once per year thereafter.

All partners are fully committed to providing culturally competent services, and acknowledge the California Department of Mental Health's Cultural Competence Plan CCPR Modification (2010), which serves to operationalize cultural competence at the contractor level. Whenever feasible, MAP staff will be hired from the cultural, linguistic and ethnic backgrounds of the target population. In addition, Kings View reaches out to members of the community who might not know how to engage in the treatment of mental health issues. Unserved and underserved clients may not understand how to seek services and/or they may have stigma associated with reaching out for mental health services. Having staff who are the same cultural and linguistic make up as the clients makes it easier for clients to feel welcomed and comfortable in seeking mental health services and continue to receive needed services.

All partners regularly attend cultural competency trainings, including those sponsored by the County of Fresno. All MAP Point Collaborative staff will also be trained in Mental Health First Aid.

IV. PERFORMANCE MEASURES/PROGRAM OUTCOMES

A. Goals and objectives, projected number of clients

The overall goals of the MAP Point project are as follows:

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

The estimates below were developed using some base assumptions: 1) the same individuals may come to a MAP point more than once, and will be reflected in the number of duplicated contacts; 2) the linkage needs for individuals may change over time; and 3) information on survey tools may change or become more complete over time as clients provide additional information or their situation changes. Using the duplicated contacts as a starting point, the following methodology was used to project the number of unique clients, number of surveys completed, and the number of linkages made. Please note that although these are conservative estimates, they are based on the experience of MAP Point at Pov.

One of the lessons learned at MAP Point at Pov is that it is important to develop a rapport/trust with a client to obtain accurate answers to survey questions. This might be achieved in one visit or at a second visit at MAP Point at Pov, which found that 74% of clients return for follow-up visits and that completion of the VI-DSPAT (a shorter assessment than the draft Community Screening Tool) requires between 15 and 30 minutes, depending on the experience of the interviewer and the individual. Another lesson learned is that often a client comes in for one need but may have an emergency situation that takes priority. For example, a client may come in for housing assistance but need immediate referral to mental health services and/or medical services. At times a client has to be stabilized before they can complete an assessment. These factors are especially true if a client and/or a family have been homeless for a while. The Collaborative recognizes while many clients served will not be homeless, similar factors may influence the number of surveys completed. Based on the current experience of MAP Point at Pov, the collaborative determined that a conservative estimate was most appropriate at this time.

1. Unique clients are estimated to represent 40% of the duplicated contacts.
2. Survey completion in Year 1 is projected at 60% of unique clients, 65% in Year 2 and 70% for Years 3-5.
3. Successful linkage will be completed for 60% of initial contacts.
4. Services will increase by 10% each year.

	Contacts (Duplicated)	Unique clients	Survey completion (of unique clients)	Linkage (of contacts)
<i>Year 1</i>	22,800	9,120	5,472	13,680
<i>Year 2</i>	25,080	10,032	6,019	15,048
<i>Year 3</i>	27,588	11,036	6,622	16,553
<i>Year 4</i>	30,346	12,138	7,283	18,208
<i>Year 5</i>	33,381	13,354	8,019	20,029
TOTAL	139,195	55,680	33,415	83,518

B. Performance outcome measurement tools

The table above delineates the conservatively-projected service numbers for all five years of the MAP. These data will be collected, analyzed and reported through the system to be developed by Kings View Corporation’s IT and CFO, in consultation with Bitwise Industries. This collaboration is already being discussed, and work will begin immediately upon award. While it is hoped that electronic data collection will begin upon program launch (anticipated two months post-award notice), if the instrument is not completed, partners will manually track all data based on information to be collected.

In addition to the outcomes measuring tool, the Community Screening Tool, the VI-SPDAT and other appropriate tools will be used to assess client needs.

C. Measure of effectiveness

The MAP Point Collaborative has identified potential outcomes and analyses in its Work Plan. Specific outcomes are proposed, but should not be considered comprehensive or complete. It is anticipated that measures will be adjusted in coordination with the County upon contract execution. Preliminary measures include the following:

Key Performance Indicators

- Unique Client Contacts
- Total Clients Contacts
- Number of Survey Completed
- Number of Linkages Provided

Other Indicators

- Number of Men Served
- Number of Women Served
- Number of Children Served
- Linkages by Urban Location
- Linkages by Rural Location
- Number Vehicle Miles Driven
- Number of Outreach Events
- Other indicators to be determined

Linkage Types

- Emergency Room Visits
- Number of Client Transports
- Number of Client Housing Linkages
- Number of referrals to PEI Wellness Programs
- Other linkage types to be determined

Total Client Linkages by Zip Code

As noted, the MAP Point Collaborative will work with Bitwise Industries to develop an appropriate data tool for this MAP project. The tool will be designed to collect all data specified above, including number of client contacts, number of screening tools completed, number of unique/unduplicated clients, number of clients with multiple contacts, average number of contacts per client within the time period (year), number of clients with multiple referrals/linkage to same or same type of agency, referrals/linkages by agency and agency type. Numbers reflect:

- 10% increase in clients and services each year
- 60% rate of successful linkages per client visit
- 60% of unique clients will complete the survey in Year 1; 65% of clients will complete the survey in Year 2; 70% of clients will complete the survey in Years 3 through 5

A client satisfaction survey appropriate for the MAP services will be developed, and the survey distributed to clients with responses recorded in the database for analysis.

Poverello House - Centro La Familia - Kings View Corporation
Operate Multi-Agency Access Program (MAP) Points
FISCAL YEAR 2016 - 2017

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget						
		PH FTEs	Poverello House	CLFA FTEs	Centro La Familia	KV FTEs	Kings View	Total
PERSONNEL SALARIES:								
0001	Program Oversight	0.15	\$15,600	0.15	\$15,600	0.10	\$10,400	\$41,600
0002	Map Point Services Manager	-	\$0	-	\$0	1.00	\$58,240	\$58,240
0003	Map Point Resource Coordinator	-	\$0	-	\$0	1.00	\$37,440	\$37,440
0004	Navigators	3.00	\$85,800	4.00	\$114,400	2.00	\$57,200	\$257,400
0005	Transporters	2.00	\$49,573	-	\$0	-	\$0	\$49,573
SALARY TOTAL		5.15	\$150,973	4.15	\$130,000	4.10	\$163,280	\$444,253
PAYROLL TAXES:								
0031	FICA/MEDICARE		\$11,549		\$9,945		\$12,491	\$33,985
0032	SUI		\$1,510		\$1,892		\$1,633	\$5,035
0033	Workers Compensation		\$7,536		\$2,275		\$2,857	\$12,668
PAYROLL TAX TOTAL			\$20,595		\$14,112		\$16,981	\$51,688
EMPLOYEE BENEFITS:								
0042	Health Insurance (medical, vision, life, dental, retirement)		\$43,680		\$20,880		\$31,120	\$95,680
EMPLOYEE BENEFITS TOTAL			\$43,680		\$20,880		\$31,120	\$95,680
SALARY & BENEFITS GRAND TOTAL			\$215,248		\$164,992		\$211,381	\$591,621

FACILITIES/EQUIPMENT EXPENSES:		Poverello House	Centro La Familia	Kings View	Total
		1010	Rent/Lease Building	\$30,000	\$3,000
1011	Rent/Lease Equipment	\$3,000	\$1,200	\$1,375	\$5,575
1012	Utilities	\$8,500	\$1,560	\$2,400	\$12,460
1013	Building Maintenance	\$2,100		\$625	\$2,725
1015	Rent/Lease Vehicles			\$10,000	\$10,000
FACILITY/EQUIPMENT TOTAL		\$43,600	\$5,760	\$19,400	\$68,760

OPERATING EXPENSES:		Poverello House	Centro La Familia	Kings View	Total
1060	Telephone (Landlines)	\$4,200	\$2,000		\$6,200
1060.1	Cell Phone Service	\$6,800	\$1,800	\$2,880	\$11,480
1060.2	Data Lines / MiFi Services	\$2,000	\$1,200	\$1,680	\$4,880
1066	Office Supplies	\$3,500	\$3,500	\$3,500	\$10,500
1072	Staff Mileage/Vehicle Maintenance/Fuel	\$3,000	\$6,891	\$14,500	\$24,391
1073	Staff Training	\$2,500	\$4,000	\$2,000	\$8,500
1076	Oth - Program Supplies	\$4,000	\$4,000	\$4,000	\$12,000
1076.1	Oth - Program Supplies - Bus Tokens	\$4,800			\$4,800
1077	Oth - Staff Recruitment/Background Checks			\$2,000	\$2,000
OPERATING EXPENSES TOTAL		\$30,800	\$23,391	\$30,560	\$84,751

FINANCIAL SERVICES EXPENSES:		Poverello House	Centro La Familia	Kings View	Total
1082	Insurance (Liability, Auto, Professional)	\$1,500	\$1,200	\$4,500	\$7,200
1083	General & Administration (G&A)	\$26,275	\$16,685	\$30,930	\$73,890
1084	Contract Administration			\$25,360	\$25,360
FINANCIAL SERVICES TOTAL		\$27,775	\$17,885	\$60,790	\$106,450

SPECIAL EXPENSES (Consultant/Etc.):					
1090	Consultant (network & data management)			\$40,650	\$40,650
1092	MAP Point Promotion			\$25,000	\$25,000
1093	Translation Services	\$5,000	\$4,000	\$2,100	\$11,100
SPECIAL EXPENSES TOTAL		\$5,000	\$4,000	\$67,750	\$76,750

FIXED ASSETS:					
1190	Computers & Software				\$0
FIXED ASSETS TOTAL		\$0	\$0	\$0	\$0

ONE TIME EXPENSES - Includes Fixed Assets in Year 1

2000	Permit & City Fees for Super Map Point	\$11,068			\$11,068
2001	Equipment - Cell Phones	\$1,000	\$800	\$1,200	\$3,000
2002	Equipment - Computers	\$3,600	\$1,500	\$4,000	\$9,100
2003	Equipment - Portable Scanners	\$500	\$1,000	\$1,000	\$2,500
2004	Equipment - Surfaces			\$17,500	\$17,500
2005	Furnishings	\$9,000	\$3,000	\$4,000	\$16,000
2006	Signage	\$3,000	\$1,000	\$1,000	\$5,000
2007	Telephone System	\$5,000	\$2,500		\$7,500
ONE TIME EXPENSES TOTAL		\$33,168	\$9,800	\$28,700	\$71,668
TOTAL PROGRAM EXPENSES		\$355,591	\$225,828	\$418,581	\$1,000,000
		35.56%	22.58%	41.86%	

OTHER REVENUE:

4000	County Funding	\$355,591	\$225,828	\$418,581	\$1,000,000
TOTAL PROGRAM REVENUE					\$1,000,000

Kings View Corporation on behalf of :
Poverello House - Centro La Familia - Kings View Corporation
RFP #952-5468 - Operate Multi-Agency Access Program (MAP) Points
FISCAL YEAR 2017 - 2018

Budget Categories - Line Item Description (Must be itemized)	Total Proposed Budget						
	PH FTEs	Poverello House	CLFA FTEs	Centro La Familia	KV FTEs	Kings View	Total
PERSONNEL SALARIES:							
0001 Program Oversight	0.15	\$16,536	0.15	\$16,536	0.10	\$11,024	\$44,096
0002 Map Point Services Manager	-	\$0	-	\$0	1.00	\$61,734	\$61,734
0003 Map Point Resource Coordinator	-	\$0	-	\$0	1.00	\$39,686	\$39,686
0004 Navigators	3.00	\$99,216	4.00	\$132,288	2.00	\$66,144	\$297,648
0005 Transporters	2.00	\$57,325	-	\$0	-	\$0	\$57,325
SALARY TOTAL	5.15	\$173,077	4.15	\$148,824	4.10	\$178,588	\$500,489
PAYROLL TAXES:							
0031 FICA/MEDICARE		\$13,240		\$11,385		\$13,662	\$38,287
0032 SUI		\$1,731		\$1,901		\$1,786	\$5,418
0033 Workers Compensation		\$9,122		\$2,735		\$3,282	\$15,139
PAYROLL TAX TOTAL		\$24,093		\$16,021		\$18,730	\$58,844
EMPLOYEE BENEFITS:							
0042 Health Insurance (medical, vision, life, dental, retirement)		\$46,738		\$22,342		\$33,170	\$102,250
EMPLOYEE BENEFITS TOTAL		\$46,738		\$22,342		\$33,170	\$102,250
SALARY & BENEFITS GRAND TOTAL		\$243,908		\$187,187		\$230,488	\$661,583

	Poverello House	Centro La Familia	Kings View	Total
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building	\$30,000	\$3,000	\$12,000	\$45,000
1011 Rent/Lease Equipment	\$3,000	\$1,200	\$3,300	\$7,500
1012 Utilities	\$8,500	\$1,700	\$2,400	\$12,600
1013 Building Maintenance	\$2,100		\$1,500	\$3,600
1015 Rent/Lease Vehicles			\$20,960	\$20,960
FACILITY/EQUIPMENT TOTAL	\$43,600	\$5,900	\$40,160	\$89,660

OPERATING EXPENSES:				
1060 Telephone (Landlines)	\$4,200	\$2,000		\$6,200
1060.1 Cell Phone Service	\$6,800	\$1,800	\$2,880	\$11,480
1060.2 Data Lines / MiFi Services	\$2,000	\$1,200	\$1,680	\$4,880
1066 Office Supplies	\$5,000	\$4,000	\$4,000	\$13,000
1072 Staff Mileage/Vehicle Maintenance/Fuel	\$2,000	\$7,800	\$16,000	\$25,800
1073 Staff Training	\$1,000	\$2,000	\$1,000	\$4,000
1076 Oth - Program Supplies	\$5,000	\$5,000	\$5,000	\$15,000
1076.1 Oth - Program Supplies - Bus Tokens	\$4,800			\$4,800
1077 Oth - Staff Recruitment/Background Checks			\$2,000	\$2,000
OPERATING EXPENSES TOTAL	\$30,800	\$23,800	\$32,560	\$87,160

FINANCIAL SERVICES EXPENSES:		Poverello House	Centro La Familia	Kings View	Total
1082	Insurance (Liability, Auto, Professional)	\$1,500	\$1,200	\$4,500	\$7,200
1083	General & Administration (G&A)	\$21,037	\$14,343	\$25,536	\$60,916
1084	Contract Administration			\$22,284	\$22,284
FINANCIAL SERVICES TOTAL		\$22,537	\$15,543	\$52,320	\$90,400

SPECIAL EXPENSES (Consultant/Etc.):					
1090	Consultant (network & data management)			\$50,000	\$50,000
1092	MAP Point Promotion			\$10,097	\$10,097
1093	Translation Services	\$2,000	\$2,000	\$2,000	\$6,000
SPECIAL EXPENSES TOTAL		\$2,000	\$2,000	\$62,097	\$66,097

FIXED ASSETS:					
1190	Computers & Cell Phone Replacements	\$2,500	\$1,000	\$1,600	\$5,100
FIXED ASSETS TOTAL		\$2,500	\$1,000	\$1,600	\$5,100
TOTAL PROGRAM EXPENSES		\$345,345	\$235,430	\$419,225	\$1,000,000
		34.53%	23.54%	41.92%	

OTHER REVENUE:					
4000	County Funding	\$345,345	\$235,430	\$419,225	\$1,000,000
TOTAL PROGRAM REVENUE					\$1,000,000

Kings View Corporation on behalf of :
Poverello House - Centro La Familia - Kings View Corporation
RFP #952-5468 - Operate Multi-Agency Access Program (MAP) Points
FISCAL YEAR 2018 - 2019

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget						
		PH FTEs	Poverello House	CLFA FTEs	Centro La Familia	KV FTEs	Kings View	Total
PERSONNEL SALARIES:								
0001	Program Oversight	0.15	\$17,694	0.15	\$17,694	0.10	\$11,796	\$47,184
0002	Map Point Services Manager	-	\$0	-	\$0	1.00	\$66,056	\$66,056
0003	Map Point Resource Coordinator	-	\$0	-	\$0	1.00	\$42,464	\$42,464
0004	Navigators	3.00	\$106,161	4.00	\$141,548	2.00	\$70,774	\$318,483
0005	Transporters	2.00	\$64,480	-	\$0	-	\$0	\$64,480
SALARY TOTAL		5.15	\$188,335	4.15	\$159,242	4.10	\$191,090	\$538,667
PAYROLL TAXES:								
0031	FICA/MEDICARE		\$14,408		\$12,182		\$14,618	\$41,208
0032	SUI		\$1,883		\$1,913		\$1,911	\$5,707
0033	Workers Compensation		\$9,305		\$2,789		\$3,347	\$15,441
PAYROLL TAX TOTAL			\$25,596		\$16,884		\$19,876	\$62,356
EMPLOYEE BENEFITS:								
0042	Health Insurance (medical, vision, life, dental, retirement)		\$48,140		\$23,012		\$34,165	\$105,317
EMPLOYEE BENEFITS TOTAL			\$48,140		\$23,012		\$34,165	\$105,317
SALARY & BENEFITS GRAND TOTAL			\$262,071		\$199,138		\$245,131	\$706,340

FACILITIES/EQUIPMENT EXPENSES:		Poverello House	Centro La Familia	Kings View	Total
		1010	Rent/Lease Building	\$31,500	\$3,000
1011	Rent/Lease Equipment	\$3,000	\$1,200	\$3,300	\$7,500
1012	Utilities	\$8,755	\$1,607	\$2,472	\$12,834
1013	Building Maintenance	\$2,100		\$1,500	\$3,600
1015	Rent/Lease Vehicles			\$20,960	\$20,960
FACILITY/EQUIPMENT TOTAL		\$45,355	\$5,807	\$40,232	\$91,394

OPERATING EXPENSES:		Poverello House	Centro La Familia	Kings View	Total
1060	Telephone (Landlines)	\$4,200	\$1,944		\$6,144
1060.1	Cell Phone Service	\$6,800	\$1,743	\$2,880	\$11,423
1060.2	Data Lines / MiFi Services	\$2,000	\$1,200	\$1,680	\$4,880
1066	Office Supplies	\$5,000	\$2,800	\$3,285	\$11,085
1072	Staff Mileage/Vehicle Maintenance/Fuel	\$2,000	\$7,900	\$15,534	\$25,434
1073	Staff Training	\$900	\$900	\$900	\$2,700
1076	Oth - Program Supplies	\$4,500	\$4,000	\$4,000	\$12,500
1076.1	Oth - Program Supplies - Bus Tokens	\$5,000			\$5,000
1077	Oth - Staff Recruitment/Background Checks			\$1,000	\$1,000
OPERATING EXPENSES TOTAL		\$30,400	\$20,487	\$29,279	\$80,166

FINANCIAL SERVICES EXPENSES:		Poverello House	Centro La Familia	Kings View	Total
1082	Insurance (Liability, Auto, Professional)	\$1,500	\$1,200	\$4,200	\$6,900
1083	General & Administration (G&A)	\$20,560	\$13,752	\$22,657	\$56,969
1084	Contract Administration			\$21,231	\$21,231
FINANCIAL SERVICES TOTAL		\$22,060	\$14,952	\$48,088	\$85,100

SPECIAL EXPENSES (Consultant/Etc.):					
1090	Consultant (network & data management)			\$35,000	\$35,000
1093	Translation Services	\$1,000	\$1,000	\$0	\$2,000
SPECIAL EXPENSES TOTAL		\$1,000	\$1,000	\$35,000	\$37,000

FIXED ASSETS:					
1190	Computers & Cell Phone Replacements				\$0
FIXED ASSETS TOTAL		\$0	\$0	\$0	\$0
TOTAL PROGRAM EXPENSES		\$360,886	\$241,384	\$397,730	\$1,000,000
		36.09%	24.14%	39.77%	

OTHER REVENUE:					
4000	County Funding	\$360,886	\$241,384	\$397,730	\$1,000,000
TOTAL PROGRAM REVENUE					\$1,000,000

Kings View Corporation on behalf of :
Poverello House - Centro La Familia - Kings View Corporation
RFP #952-5468 - Operate Multi-Agency Access Program (MAP) Points
FISCAL YEAR 2019 - 2020

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget						
		PH FTEs	Poverello House	CLFA FTEs	Centro La Familia	KV FTEs	Kings View	Total
PERSONNEL SALARIES:								
0001	Program Oversight	0.15	\$18,224	0.15	\$18,224	0.10	\$12,150	\$48,598
0002	Map Point Services Manager	-	\$0	-	\$0	1.00	\$68,037	\$68,037
0003	Map Point Resource Coordinator	-	\$0	-	\$0	1.00	\$43,738	\$43,738
0004	Navigators	3.00	\$109,346	4.00	\$145,795	2.00	\$72,897	\$328,038
0005	Transporters	2.00	\$66,560	-	\$0	-	\$0	\$66,560
SALARY TOTAL		5.15	\$194,130	4.15	\$164,019	4.10	\$196,822	\$554,971
PAYROLL TAXES:								
0031	FICA/MEDICARE		\$14,851		\$12,547		\$15,057	\$42,455
0032	SUI		\$1,941		\$1,918		\$1,968	\$5,827
0033	Workers Compensation		\$9,491		\$2,845		\$3,414	\$15,750
PAYROLL TAX TOTAL			\$26,283		\$17,310		\$20,439	\$64,032
EMPLOYEE BENEFITS:								
0042	Health Insurance (medical, vision, life, dental, retirement)		\$49,343		\$23,587		\$35,019	\$107,949
EMPLOYEE BENEFITS TOTAL			\$49,343		\$23,587		\$35,019	\$107,949
SALARY & BENEFITS GRAND TOTAL			\$269,756		\$204,916		\$252,280	\$726,952

		Poverello House	Centro La Familia	Kings View	Total
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building	\$31,500	\$3,000	\$12,000	\$46,500
1011	Rent/Lease Equipment	\$3,000	\$1,200	\$3,300	\$7,500
1012	Utilities	\$8,840	\$1,625	\$2,496	\$12,961
1013	Building Maintenance	\$2,100		\$1,500	\$3,600
1015	Rent/Lease Vehicles			\$20,960	\$20,960
FACILITY/EQUIPMENT TOTAL		\$45,440	\$5,825	\$40,256	\$91,521

OPERATING EXPENSES:					
1060	Telephone (Landlines)	\$4,200	\$1,944		\$6,144
1060.1	Cell Phone Service	\$6,800	\$1,743	\$2,880	\$11,423
1060.2	Data Lines / MiFi Services	\$2,000	\$1,000	\$1,680	\$4,680
1066	Office Supplies	\$4,650	\$2,100	\$3,150	\$9,900
1072	Staff Mileage/Vehicle Maintenance/Fuel	\$2,000	\$7,800	\$16,020	\$25,820
1076	Oth - Program Supplies	\$4,120	\$3,520	\$3,520	\$11,160
1076.1	Oth - Program Supplies - Bus Tokens	\$5,000			\$5,000
1077	Oth - Staff Recruitment/Background Checks			\$1,000	\$1,000
OPERATING EXPENSES TOTAL		\$28,770	\$18,107	\$28,250	\$75,127

FINANCIAL SERVICES EXPENSES:		Poverello House	Centro La Familia	Kings View	Total
1082	Insurance (Liability, Auto, Professional)	\$1,500	\$1,200	\$4,500	\$7,200
1083	General & Administration (G&A)	\$20,403	\$13,593	\$21,690	\$55,686
1084	Contract Administration			\$17,514	\$17,514
FINANCIAL SERVICES TOTAL		\$21,903	\$14,793	\$43,704	\$80,400

SPECIAL EXPENSES (Consultant/Etc.):					
1090	Consultant (network & data management)			\$25,000	\$25,000
1093	Translation Services	\$500	\$500	\$0	\$1,000
SPECIAL EXPENSES TOTAL		\$500	\$500	\$25,000	\$26,000

FIXED ASSETS:					
1190	Computers & Cell Phone Replacements				\$0
FIXED ASSETS TOTAL		\$0	\$0	\$0	\$0
TOTAL PROGRAM EXPENSES		\$366,369	\$244,141	\$389,490	\$1,000,000
		36.64%	24.41%	38.95%	

OTHER REVENUE:					
4000	County Funding	\$366,369	\$244,141	\$389,490	\$1,000,000
TOTAL PROGRAM REVENUE					\$1,000,000

Kings View Corporation on behalf of :
Poverello House - Centro La Familia - Kings View Corporation
RFP #952-5468 - Operate Multi-Agency Access Program (MAP) Points
FISCAL YEAR 2020 - 2021

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget						
		PH FTEs	Poverello House	CLFA FTEs	Centro La Familia	KV FTEs	Kings View	Total
PERSONNEL SALARIES:								
0001	Program Oversight	0.15	\$18,224	0.15	\$18,224	0.10	\$12,150	\$48,598
0002	Map Point Services Manager	-	\$0	-	\$0	1.00	\$68,037	\$68,037
0003	Map Point Resource Coordinator	-	\$0	-	\$0	1.00	\$43,738	\$43,738
0004	Navigators	3.00	\$109,346	4.00	\$145,795	2.00	\$72,897	\$328,038
0005	Transporters	2.00	\$66,560	-	\$0	-	\$0	\$66,560
SALARY TOTAL		5.15	\$194,130	4.15	\$164,019	4.10	\$196,822	\$554,971
PAYROLL TAXES:								
0031	FICA/MEDICARE		\$14,851		\$12,547		\$15,057	\$42,455
0032	SUI		\$1,941		\$1,918		\$1,968	\$5,827
0033	Workers Compensation		\$9,491		\$2,845		\$3,414	\$15,750
PAYROLL TAX TOTAL			\$26,283		\$17,310		\$20,439	\$64,032
EMPLOYEE BENEFITS:								
0042	Health Insurance (medical, vision, life, dental, retirement)		\$49,343		\$23,587		\$35,019	\$107,949
EMPLOYEE BENEFITS TOTAL			\$49,343		\$23,587		\$35,019	\$107,949
SALARY & BENEFITS GRAND TOTAL			\$269,756		\$204,916		\$252,280	\$726,952

		Poverello House	Centro La Familia	Kings View	Total
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building	\$31,500	\$3,000	\$12,000	\$46,500
1011	Rent/Lease Equipment	\$3,000	\$1,200	\$3,300	\$7,500
1012	Utilities	\$8,755	\$1,609	\$2,472	\$12,836
1013	Building Maintenance	\$2,100		\$1,500	\$3,600
1015	Rent/Lease Vehicles			\$20,960	\$20,960
FACILITY/EQUIPMENT TOTAL		\$45,355	\$5,809	\$40,232	\$91,396

OPERATING EXPENSES:					
1060	Telephone (Landlines)	\$4,200	\$1,944		\$6,144
1060.1	Cell Phone Service	\$6,800	\$1,743	\$2,880	\$11,423
1060.2	Data Lines / MiFi Services	\$2,000	\$1,200	\$1,680	\$4,880
1066	Office Supplies	\$4,550	\$2,060	\$3,090	\$9,700
1072	Staff Mileage/Vehicle Maintenance/Fuel	\$2,000	\$7,950	\$16,590	\$26,540
1076	Oth - Program Supplies	\$4,115	\$3,515	\$3,515	\$11,145
1076.1	Oth - Program Supplies - Bus Tokens	\$5,000			\$5,000
1077	Oth - Staff Recruitment/Background Checks				\$0
OPERATING EXPENSES TOTAL		\$28,665	\$18,412	\$27,755	\$74,832

FINANCIAL SERVICES EXPENSES:		Poverello House	Centro La Familia	Kings View	Total
1082	Insurance (Liability, Auto, Professional)	\$1,500	\$1,200	\$4,500	\$7,200
1083	General & Administration (G&A)	\$20,413	\$13,633	\$21,666	\$55,712
1084	Contract Administration			\$17,488	\$17,488
FINANCIAL SERVICES TOTAL		\$21,913	\$14,833	\$43,654	\$80,400

SPECIAL EXPENSES (Consultant/Etc.):					
1090	Consultant (network & data management)			\$25,000	\$25,000
1093	Translation Services	\$710	\$710	\$0	\$1,420
SPECIAL EXPENSES TOTAL		\$710	\$710	\$25,000	\$26,420

FIXED ASSETS:					
1190	Computers & Cell Phone Replacements				\$0
FIXED ASSETS TOTAL		\$0	\$0	\$0	\$0
TOTAL PROGRAM EXPENSES		\$366,399	\$244,680	\$388,921	\$1,000,000
		36.64%	24.47%	38.89%	

OTHER REVENUE:					
4000	County Funding	\$366,399	\$244,680	\$388,921	\$1,000,000
TOTAL PROGRAM REVENUE					\$1,000,000

Line 1011 Rent/Lease Equipment \$5,575

This is for copier leases for Poverello House and Centro La Familia.

Line 1012 Utilities \$12,460

The annual cost of gas and electric costs. May include reimbursement of utilities for sites providing space free of charge.

Line 1013 Building Maintenance \$2,725

The annual cost of janitorial services and minor building repairs.

Line 1015 Rent/Lease Vehicles \$10,000

The annual cost to lease 2 vans and 2 cars. The vehicles will be shared by all 3 agencies. There is concern that leased vehicles will soon exceed the mileage caps put in place by leasing agencies. The plan is to have Kings View Foundation, a subsidiary affiliate of Kings View Corporation purchase the vehicles and lease them to the program at cost so as to avoid any issues of excessive mileage charges.

FACILITIES/EQUIPMENT TOTAL \$68,760

OPERATING EXPENSES

Line 1060 Telephone (Landlines) \$6,200

The annual cost of telephone services land lines and long distance are included in this line.

Line 1060.1 Cell Phone Services \$11,480

The annual cost for cell phone services.

Line 1060.2 Data Lines / MiFi Services \$4,880

The annual cost for data connectivity to networks and the internet.

Line 1066 Office Supplies \$10,500

This includes all supplies used by staff in the course of providing MAP Point services.

Line 1072 Staff Mileage/Vehicle Maintenance/Fuel \$24,391

Line 1011 Rent/Lease Equipment \$7,500

This is for copier leases for Poverello House and Centro La Familia.

Line 1012 Utilities \$12,600

The annual cost of gas and electric costs. May include reimbursement of utilities for sites providing space free of charge.

Line 1013 Building Maintenance \$3,600

The annual cost of janitorial services and minor building repairs.

Line 1015 Rent/Lease Vehicles \$20,960

The annual cost to lease 2 vans and 2 cars. The vehicles will be shared by all 3 agencies. There is concern that leased vehicles will soon exceed the mileage caps put in place by leasing agencies. The plan is to have Kings View Foundation, an subsidiary affiliate of Kings View Corporation purchase the vehicles and lease them to the program at cost so as to avoid any issues of excessive mileage charges.

FACILITIES/EQUIPMENT TOTAL \$89,660

OPERATING EXPENSES

Line 1060 Telephone (Landlines) \$6,200

The annual cost of telephone services land lines and long distance are included in this line.

Line 1060.1 Cell Phone Services \$11,480

The annual cost for cell phone services.

Line 1060.2 Data Lines / MiFi Services \$4,880

The annual cost for data connectivity to networks and the internet.

Line 1066 Office Supplies \$13,000

This includes all supplies used by staff in the course of providing MAP Point services.

Line 1072 Staff Mileage/Vehicle Maintenance/Fuel \$25,800

Kings View Information Technology Department (KVIT) will provide hardware and software support for successful data collection. A database will be designed for this program. KVIT will procure equipment, software & other services from approved & authorized vendors. Provide online, onsite, or phone-based emergency support-24/7 from the KVIT Help Desk. These services will be provided to all 3 agencies.

Line 1092	MAP Point Promotion	\$10,097
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As the Multi-Agency Access Program moves from the urban centers to the rural towns, it will be imperative that consumers are not only made aware of the services, but are also provided with literature to share with their families and others in need. Collateral material will be produced in a variety of threshold languages that will aid in educating the target population.

Line 1093	Translation services	\$6,000
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Cost for interpretation services such as usage of a Language Line and translating documents to the threshold languages.

SPECIAL EXPENSES TOTAL	\$66,097
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FIXED ASSETS

Line 1190	Computers & Cell Phone Replacements	\$5,100
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Replacement cost for equipment damage or loss.

FIXED ASSETS TOTAL	\$5,100
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<u>TOTAL PROGRAM EXPENSES</u>	\$1,000,000
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PROGRAM REVENUE

Line 4000	County Funding	\$1,000,000
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<u>TOTAL PROGRAM REVENUE</u>	\$1,000,000
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Line 1011 Rent/Lease Equipment \$7,500

This is for copier leases for Poverello House and Centro La Familia.

Line 1012 Utilities \$12,834

The annual cost of gas and electric costs. May include reimbursement of utilities for sites providing space free of charge.

Line 1013 Building Maintenance \$3,600

The annual cost of janitorial services and minor building repairs.

Line 1015 Rent/Lease Vehicles \$20,960

The annual cost to lease 2 vans and 2 cars. The vehicles will be shared by all 3 agencies. There is concern that leased vehicles will soon exceed the mileage caps put in place by leasing agencies. The plan is to have Kings View Foundation, an subsidiary affiliate of Kings View Corporation purchase the vehicles and lease them to the program at cost so as to avoid any issues of excessive mileage charges.

FACILITIES/EQUIPMENT TOTAL \$91,394

OPERATING EXPENSES

Line 1060 Telephone (Landlines) \$6,144

The annual cost of telephone services land lines and long distance are included in this line.

Line 1060.1 Cell Phone Services \$11,423

The annual cost for cell phone services.

Line 1060.2 Data Lines / MiFi Services \$4,880

The annual cost for data connectivity to networks and the internet.

Line 1066 Office Supplies \$11,085

This includes all supplies used by staff in the course of providing MAP Point services.

Line 1072 Staff Mileage/Vehicle Maintenance/Fuel \$25,434

Line 1011 Rent/Lease Equipment \$7,500

This is for copier leases for Poverello House and Centro La Familia.

Line 1012 Utilities \$12,961

The annual cost of gas and electric costs. May include reimbursement of utilities for sites providing space free of charge.

Line 1013 Building Maintenance \$3,600

The annual cost of janitorial services and minor building repairs.

Line 1015 Rent/Lease Vehicles \$20,960

The annual cost to lease 2 vans and 2 cars. The vehicles will be shared by all 3 agencies. There is concern that leased vehicles will soon exceed the mileage caps put in place by leasing agencies. The plan is to have Kings View Foundation, an subsidiary affiliate of Kings View Corporation purchase the vehicles and lease them to the program at cost so as to avoid any issues of excessive mileage charges.

FACILITIES/EQUIPMENT TOTAL \$91,521

OPERATING EXPENSES

Line 1060 Telephone (Landlines) \$6,144

The annual cost of telephone services land lines and long distance are included in this line.

Line 1060.1 Cell Phone Services \$11,423

The annual cost for cell phone services.

Line 1060.2 Data Lines / MiFi Services \$4,680

The annual cost for data connectivity to networks and the internet.

Line 1066 Office Supplies \$9,900

This includes all supplies used by staff in the course of providing MAP Point services.

Line 1072 Staff Mileage/Vehicle Maintenance/Fuel \$25,820

This includes vehicle maintenance costs, fuel costs and staff reimbursement for using a personal vehicle paid at the current IRS rate.

Line 1076	Other – Program Supplies	\$11,160
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Supplies provided to clients or necessary for client related services. Includes outreach items.

Line 1076.1	Other – Program Supplies Bus Tokens	\$5,000
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Bus tokens will be available as an option for transportation for appropriate clients to make successful linkages.

Line 1077	Other – Staff Recruitment/Intern Background Checks	\$1,000
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Thorough background checks are required before hiring.

OPERATING EXPENSES TOTAL	\$75,127
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FINANCIAL SERVICES

Line 1082	Insurance	\$7,200
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Includes general liability, professional liability and auto insurance.

Line 1083	General and Administration	\$55,686
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This is overhead costs such as AP, HR and other administrative costs.

Line 1084	Contract Administration	\$17,514
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Kings View Corporation as the lead agency will provide contract administrative functions including providing monthly consolidated outcome reports for all agencies. Coordinate program start-up, obtaining competitive bids

FINANCIAL SERVICES TOTAL	\$80,400
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SPECIAL EXPENSES

Line 1090	Consultant - Network & Data Management	\$25,000
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Kings View Information Technology Department (KVIT) will provide hardware and software support for successful data collection. A database will be designed for this program. KVIT will procure equipment, software & other services from approved & authorized vendors. Provide online, onsite, or phone-based emergency support-24/7 from the KVIT Help Desk. These services will be provided to all 3 agencies.

Line 1093 Translation services \$1,000

Cost for interpretation services such as usage of a Language Line and translating documents to the threshold languages.

SPECIAL EXPENSES TOTAL \$26,000

TOTAL PROGRAM EXPENSES **\$1,000,000**

PROGRAM REVENUE

Line 4000 County Funding \$1,000,000

TOTAL PROGRAM REVENUE **\$1,000,000**

Individuals in this position will deliver clients to designated treatment providers, community and County agencies. These positions are budgeted for 11 months in year one.
2.00 FTE Poverello House

SALARY TOTAL \$554,971

PAYROLL TAXES

Line 0031 FICA/MEDICARE - Employer share \$42,455

Calculated at 0.0765% per salary dollar.

Lines 0032 and 0033 are budgeted based on each agency's current methodology for determining the expense.

Line 0032 SUI \$5,827
Line 0033 Workers Compensation \$15,750

PAYROLL TAX TOTAL \$64,032

EMPLOYEE BENEFITS

Line 0042 Medical, Dental, Vision, Life, Retirement - Employer share \$107,949

Benefits are budgeted based on each agency's current methodology for determining the expense.

Employee Benefits equal 19.45% of Salary Total (Lines 0001 through 0006). All agencies involved in this collaboration are exempt from Administrative Policy No. 5.

EMPLOYEE BENEFITS TOTAL: \$107,949

SALARY & BENEFITS GRAND TOTAL \$726,952

FACILITIES/EQUIPMENT EXPENSES

Line 1010 Rent/Lease Building \$46,500

Includes modular offices identified as the Super MAP Point to be located in downtown Fresno near Poverello House. The cost includes delivery and ongoing sewage removal and is based on a 2 year contract. Also budgeted here is 400 Sq. Ft. of space for Centro La Familia staff. Kings View staff will operate at sites provided free of charge such as churches in rural communities.

Line 1011 Rent/Lease Equipment \$7,500

This is for copier leases for Poverello House and Centro La Familia.

Line 1012	Utilities	\$12,836
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The annual cost of gas and electric costs. May include reimbursement of utilities for sites providing space free of charge.

Line 1013	Building Maintenance	\$3,600
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The annual cost of janitorial services and minor building repairs.

Line 1015	Rent/Lease Vehicles	\$20,960
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The annual cost to lease 2 vans and 2 cars. The vehicles will be shared by all 3 agencies. There is concern that leased vehicles will soon exceed the mileage caps put in place by leasing agencies. The plan is to have Kings View Foundation, an subsidiary affiliate of Kings View Corporation purchase the vehicles and lease them to the program at cost so as to avoid any issues of excessive mileage charges.

FACILITIES/EQUIPMENT TOTAL	\$91,396
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OPERATING EXPENSES

Line 1060	Telephone (Landlines)	\$6,144
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The annual cost of telephone services land lines and long distance are included in this line.

Line 1060.1	Cell Phone Services	\$11,423
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The annual cost for cell phone services.

Line 1060.2	Data Lines / MiFi Services	\$4,880
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The annual cost for data connectivity to networks and the internet.

Line 1066	Office Supplies	\$9,700
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This includes all supplies used by staff in the course of providing MAP Point services.

Line 1072	Staff Mileage/Vehicle Maintenance/Fuel	\$26,540
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This includes vehicle maintenance costs, fuel costs and staff reimbursement for using a personal vehicle paid at the current IRS rate.

Line 1076 Other – Program Supplies \$11,145

Supplies provided to clients or necessary for client related services. Includes outreach items.

Line 1076.1 Other – Program Supplies Bus Tokens \$5,000

Bus tokens will be available as an option for transportation for appropriate clients to make successful linkages.

OPERATING EXPENSES TOTAL \$74,832

FINANCIAL SERVICES

Line 1082 Insurance \$7,200

Includes general liability, professional liability and auto insurance.

Line 1083 General and Administration \$55,712

This is overhead costs such as AP, HR and other administrative costs.

Line 1084 Contract Administration \$17,488

Kings View Corporation as the lead agency will provide contract administrative functions including providing monthly consolidated outcome reports for all agencies. Coordinate program start-up, obtaining competitive bids

FINANCIAL SERVICES TOTAL \$80,400

SPECIAL EXPENSES

Line 1090 Consultant - Network & Data Management \$25,000

Kings View Information Technology Department (KVIT) will provide hardware and software support for successful data collection. A database will be designed for this program. KVIT will procure equipment, software & other services from approved & authorized vendors. Provide online, onsite, or phone-based emergency support-24/7 from the KVIT Help Desk. These services will be provided to all 3 agencies.

Line 1093 Translation services \$1,420

Cost for interpretation services such as usage of a Language Line and translating documents to the threshold languages.

SPECIAL EXPENSES TOTAL	\$26,420
<u>TOTAL PROGRAM EXPENSES</u>	\$1,000,000
PROGRAM REVENUE	
Line 4000 County Funding	\$1,000,000
<u>TOTAL PROGRAM REVENUE</u>	\$1,000,000

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination,

upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. PATIENTS' RIGHTS

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

Vendor:	Contract#	Contact Person	Contact#

Fixed Asset and Sensitive Item Tracking

Example Example

Item	Make/Brand	Model	Serial #	Fixed Asset	Sensitive Item	Date Requested (If Fixed Asset)	Date Approved (If Fixed Asset)	Purchase Date	Location	Condition	Fresno County Inventory Number	Cost
Copier	Canon	27CRT	9YHJY65R	x		3/27/2008	4/1/2008	4/10/2008	Heritage	New		\$6,500.00
DVD Player	Sony	DV2230	PXC4356A		x	n/a	n/a	4/1/2008	Heritage	New		\$450.00
Date Prepared:												
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
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20												
21												
22												
23												
24												
25												

Date Received: _____

FIXED ASSET AND SENSITIVE ITEM TRACKING

Field Number	Field Description	Instruction or Comments	Required or Conditional
Header	Vendor	Indicate the legal name of the agency contracted to provide services.	Required
Header	Program	Indicate the title of the project as described in the contract with the County.	Required
Header	Contract #	Indicate the assigned County contract number. If not known, County staff can provide.	Required
Header	Contact Person	Indicate the first and last name of the primary agency contact for the contract.	Required
Header	Contact #	Indicate the most appropriate telephone number of the primary agency contact for the contract.	Required
Header	Date Prepared	Indicate the most current date that the tracking form was completed by the vendor.	Required
a	Item	Identify the item by providing a commonly recognized description of the item	Required
b	Make/ Brand	Identify the company that manufactured the item	Required
c	Model	Identify the model number for the item, if applicable.	Conditional
d	Serial #	Identify the serial number for the item, if applicable.	Conditional
e	Fixed Asset	Mark the box with an "X" if the cost of the item is \$5,000 or more to indicate that the item is a fixed asset.	Conditional
f	Sensitive Item	Mark the box with an "X" if the item meets the criteria of a sensitive item as defined by the County.	Conditional
g	Date Requested	Indicate the date that the agency submitted a request to the County to purchase the item	Required
h	Date Approved	Indicate the date that the County approved the request to purchase the item	Required
i	Purchase Date	Indicate the date the agency purchased the item	Required
j	Location	Indicate the physical location of the item	Required
k	Condition	Indicate the general condition of the item (New, Good, Worn, Bad).	Required
l	Fresno County Inventory Number	Indicate the FR # provided by the County for the item	Conditional
m	Cost	Indicate the total purchase price of the item including sales tax and other costs, such as shipping.	Required

CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

CONTRACTOR(S) shall adhere to and develop written procedures in accordance with the below standards adapted from the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care:

Culturally Competent Care:

1. Organizations must ensure that consumers receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.
2. Organizations must implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
3. Organizations must ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Language Access Services:

4. Organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to consumers with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
5. Organizations must provide to consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.
6. Organizations must assure the competence of language assistance provided to limited English proficient consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on the request of the consumer).
7. Organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Organizational Supports:

8. Organizations must develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

9. Organizations must conduct initial and ongoing organizational self-assessments of CLAS related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, consumer satisfaction Assessments, and Outcomes-Based Evaluations.
10. Organizations must ensure that data on the individual consumer's race, ethnicity, and spoken and written language are collected in program records, integrated into the organizations management information systems, and periodically updated.
11. Organizations must maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.
12. Organizations must develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and consumer involvement in designing and implementing CLAS-related activities.
13. Organizations must ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by consumers.
14. Organizations must regularly make available to the public information about their progress and successful innovations in implementing these standards and to provide public notice in their communities about the availability of this information.
15. Organizations must ensure communication regarding the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and general public.

CONTRACTOR(S) shall develop written procedures in accordance with the above standards. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

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

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of mental health services. Mental health contractors and the manner in which they conduct themselves are a vital part of this commitment. Fresno County has established this Contractor Code of Conduct and Ethics with which contractor and its employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Contractor Acknowledgment and Agreement form and return this form to the Compliance officer or designee.

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Signature: _____ Date: ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/____/____

FRESNO COUNTY MENTAL HEALTH PLAN

GRIEVANCES AND INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

- Incident Report should be sent to:

DBH Contract Staff Analyst for appropriate dissemination to ensure State Reporting Requirements are met.
- Breach of Security Incident reported to the Contract Analyst will then be forwarded to Department Information Technology and Security Officer who will review for HIPAA violations.

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) _____ Where did this happen? _____

Name/DMH # _____

1. Background information of the incident:

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

Who was affected? (If other than consumer) _____

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

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

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

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

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date completed _____

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and CONTRACTOR(S) related to the operation of Multi-Agency Access Program Points, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (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 _____

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)"

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

YES NO

IV. A. Has there been a change in ownership or control within the last year? YES NO
If yes, give date. _____

B. Do you anticipate any change of ownership or control within the year?..... YES NO
If yes, when? _____

C. Do you anticipate filing for bankruptcy within the year?..... YES NO
If yes, when? _____

V. Is the facility operated by a management company or leased in whole or part by another organization?..... YES NO
If yes, give date of change in operations. _____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?..... YES NO

VII. A. Is this facility chain affiliated? YES NO
(If yes, list name, address of corporation, and EIN.)

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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:	