

**AGREEMENT**

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3 THIS AGREEMENT is made and entered into this 6th day of November, 2018, by and between  
4 the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as  
5 "COUNTY", and Mental Health Systems, Inc., a California non-profit corporation whose service addresses  
6 are 3333 East American Avenue, Fresno, California, 93725 and 3122 North Millbrook Avenue, Fresno,  
7 California, 93703; and whose remit address is 9465 Farnham Street, San Diego, California, 92123,  
8 hereinafter referred to as "CONTRACTOR".

9 WITNESSETH:

10 WHEREAS, COUNTY, through its Department of Behavioral Health (DBH) Contracts Division and  
11 its Probation Department (Probation) and Fresno County Superior Court (Superior Court) have determined  
12 there is a need for certain Fresno County adolescent residents incarcerated at COUNTY's Juvenile Justice  
13 Campus (JJC) to receive substance use disorder (SUD) treatment and mental health services; and

14 WHEREAS, COUNTY has determined there is a need for outpatient services for adolescents  
15 upon release from JJC; and

16 WHEREAS, COUNTY is authorized to contract with privately operated agencies for the provision  
17 of alcohol/drug free treatment services to Medi-Cal and non-Medi-Cal beneficiaries, pursuant to parts of  
18 Title 9 and Title 22 of the California Code of Regulations and the California Welfare and Institutions  
19 Code; and

20 WHEREAS, CONTRACTOR is willing and able to provide these services required by COUNTY,  
21 pursuant to the terms and conditions of this Agreement.

22 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein  
23 contained, the parties hereto agree as follows:

24 **1. SERVICES**

25 A. CONTRACTOR shall perform all services and fulfill all responsibilities for the  
26 provision of SUD treatment services for adolescents and their families referred by Fresno County Juvenile  
27 Drug Court and upon release from COUNTY's JJC, as identified in COUNTY's Request for Proposal (RFP)  
28 No. 18-042 dated April 16, 2018, and Addendum No. One (1), dated May 4, 2018, hereinafter collectively

1 referred to as COUNTY's Revised RFP No. 18-042 and CONTRACTOR's response to said RFP, dated  
2 May 24, 2018 (hereinafter "Response") all incorporated herein by reference and made part of this  
3 Agreement. CONTRACTOR shall also perform all services and fulfill all responsibilities in a manner  
4 consistent with the objectives and outcomes identified in Exhibits A-1 and A-2, "Scope of Work", attached  
5 hereto and by this reference incorporated herein. Services shall be performed, invoiced and reimbursed in  
6 accordance with Fresno County DBH's Drug Medi-Cal (DMC) Master Agreement (Contract Number 16-  
7 360, dated July 1, 2016, and all amendments thereto), Youth Treatment Services Master Agreement  
8 (Contract Number 18-293, dated July 1, 2018, and all amendments thereto) or Non-DMC Master  
9 Agreement (Contract Number 16-361, dated July 1, 2016 and all amendments thereto), as applicable to  
10 each recipient of services based on their age and Medi-Cal eligibility.

11           B.     SUD and Mental Health Services for Incarcerated Youth at the JJC Substance  
12 Abuse Unit (SAU) – CONTRACTOR shall perform all services and fulfill all responsibilities for the provision  
13 of SUD and mental health treatment services pertaining to adolescents incarcerated at JJC, as identified in  
14 COUNTY's revised RFP and CONTRACTOR'S Response hereto. CONTRACTOR shall also perform all  
15 services and fulfill all responsibilities in a manner consistent with the objectives and outcomes identified in  
16 Exhibits A-1, "Scope of Work."

17           C.     Intensive Mental Health and SUD services for Incarcerated Youth at the JJC "New  
18 Horizons Program" – CONTRACTOR shall perform all services and fulfill all responsibilities for the provision  
19 of intensive mental health and SUD services pertaining to adolescents incarcerated at COUNTY's JJC as  
20 identified in Exhibit A-2, "Scope of Work", attached hereto and by this reference incorporated herein.

21           In the event of any inconsistency among these documents, the inconsistency shall be  
22 resolved by giving precedence in the following order of priority: 1) to this Agreement, excluding all Exhibits  
23 and agreements referenced herein; 2) to Revised RFP No. 18-042; 3) to all other agreements referenced  
24 herein; 4) to all other Exhibits referenced herein (except the Response to Revised RFP); and 5) to the  
25 Response to the Revised RFP. A copy of COUNTY's Revised RFP No. 18-042, and CONTRACTOR's  
26 response shall be retained and made available during the term of this Agreement by COUNTY's  
27 Purchasing Division.

28           D.     CONTRACTOR shall perform all SUD and mental health treatment services at

1 COUNTY's JJC in accordance with Fresno County Juvenile Justice Campus Policy No. 326.0, "Hostage  
2 Situations", attached hereto as Exhibit B and incorporated herein by reference.

3 E. CONTRACTOR shall provide services as described in Exhibit C, Modality of Service  
4 Descriptions, attached hereto and incorporated by this reference.

5 F. For Juvenile Drug Court ("JDC") and Post-Release Outpatient Program Services  
6 ("PROPS"), CONTRACTOR shall comply with requirements stated within the then-current Fresno County  
7 DMC, Youth Treatment Services or Non-DMC Master Agreements by this reference incorporated herein;  
8 and with all provisions set forth in the then-current Intergovernmental Agreement, to be made available by  
9 the Department of Behavioral Health (DBH), Contracts Division - Substance Use Disorder (SUD) Services  
10 upon implementation of the Drug Medi-Cal Organized Delivery System (DMC-ODS), anticipated to begin  
11 January 1, 2019, at the following web address and by this reference incorporated herein:

12 <https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page>.

13 For purposes of the Intergovernmental Agreement referenced in the previous sentence, CONTRACTOR is  
14 referred to therein as "Subcontractor" and COUNTY is referred to therein as "Contractor."

15 G. CONTRACTOR shall comply with requirements as listed in Exhibit D, SAPT  
16 Requirements, attached hereto and by this reference incorporated herein.

17 H. CONTRACTOR shall comply with the Fresno County Substance Use Disorder  
18 (FCSUD) Provider Manual, herein after referred to as the "Provider Manual" and by this reference  
19 incorporated herein, to be made available upon implementation of the DMC-ODS, anticipated to begin  
20 January 1, 2019, at the DBH website at [https://www.co.fresno.ca.us/departments/behavioral-](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page)  
21 [health/substance-use-disorder-services/provider-page](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page). No formal amendment of this agreement is required  
22 for changes to the Provider Manual to apply.

23 I. CONTRACTOR shall align program, services, and practices with the vision and  
24 mission within Exhibit E, DBH Guiding Principles of Care Delivery, attached hereto and by this reference  
25 incorporated herein. Contractor may be required to utilize and integrate clinical tools such as Reaching  
26 Recovery at DBH's discretion.

27 J. CONTRACTOR serving beneficiaries referred by Drug Court or Probation shall carry  
28 out the following:

1                   1)     Comply with reporting requirements of Court or Probation relating to  
2 beneficiary status change and treatment progress if appropriate Release of Information (ROI) is in place;  
3 and

4                   2)     Conduct beneficiary intake within ten (10) days of referral or contact.

5                   K.     CONTRACTOR shall maintain, at CONTRACTOR's cost, a computer system  
6 compatible with COUNTY's current billing and electronic health record (EHR) system for the provision of  
7 submitting information required under the terms and conditions of this Agreement. CONTRACTOR shall  
8 complete billing and EHR data entry as follows: Initial contact, when applicable; appointments; admissions;  
9 ASAM level of care; discharge; and referrals.

10                  L.     CONTRACTOR's staff will be required to attend meetings and trainings on an as-  
11 needed basis, which may include but are not limited to, SUD treatment and fiscal trainings provided by the  
12 State of California. Refer to the Provider Manual for a listing of required trainings.

13                  M.     CONTRACTOR shall comply with all aspects of the Prison Rape Elimination Act  
14 (PREA) of 2003.

15                  **2.     TERM**

16                         The term of this Agreement shall be for a period of two (2) years and eight (8) months,  
17 commencing on November 1, 2018, through and including June 30, 2021. This Agreement may be  
18 extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties  
19 no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The DBH  
20 Director or his/her designee is authorized to execute such written approval on behalf of COUNTY based on  
21 CONTRACTOR'S satisfactory performance.

22                  **3.     TERMINATION**

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

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

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

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

14           C.     Without Cause - Under circumstances other than those set forth above in this  
15 Section Three (3), TERMINATION, this Agreement may be terminated by COUNTY upon the giving of  
16 thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

17           D.     Voluntary Termination of Intergovernmental Agreement - The COUNTY may  
18 terminate its Intergovernmental Agreement with the California Department of Health Care Services  
19 ("DHCS"), identified in Section 1.F. above, at any time, for any reason, by giving sixty (60) days written  
20 notice to DHCS. In the event the Intergovernmental Agreement is terminated, COUNTY may terminate  
21 portions of this contractor agreement. CONTRACTOR shall be paid for services provided to beneficiaries  
22 up to the date of termination.

23           **4.     COMPENSATION**

24           For claims submitted for services rendered under this Agreement, COUNTY agrees to  
25 pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

26           JJC SAU – For claims submitted for SUD and Mental Health Services rendered to  
27 incarcerated youth at the JJC SAU under this Agreement, COUNTY agrees to pay CONTRACTOR and  
28 CONTRACTOR agrees to receive compensation based on CONTRACTOR's annual (or prorated) cost

1 for a maximum cost not to exceed Four Hundred Thousand and No/100 Dollars (\$400,000) for the first  
2 contract period ending June 30, 2019; and not to exceed a yearly maximum of Six Hundred Thousand  
3 and No/100 Dollars (\$600,000) for each subsequent twelve (12) month period, as set forth in the Fiscal  
4 Year budgets attached hereto as Exhibits F-1 and F-2 and by this reference incorporated herein.

5           New Horizons Program - For claims submitted for Intensive SUD and Mental Health  
6 services rendered to incarcerated youth at the JJC New Horizons Program under this Agreement,  
7 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation based on  
8 CONTRACTOR's annual (or prorated) cost for a maximum cost not to exceed Two Hundred Thousand  
9 and No/100 Dollars (\$200,000) for the first contract period ending June 30, 2019; and not to exceed a  
10 yearly maximum of Three Hundred Thousand and No/100 Dollars (\$300,000) for each subsequent  
11 twelve (12) month period, as set forth in the Fiscal Year budgets attached hereto as Exhibit F-3 and by  
12 this reference incorporated herein.

13           In no event shall the total compensation for actual services performed under this  
14 Agreement be in excess of Six Hundred Thousand and No/100 Dollars (\$600,000) for the eight month  
15 period between November 1, 2018 and June 30, 2019. In no event shall the total compensation for  
16 actual services performed under this Agreement be in excess of Nine Hundred Thousand and No/100  
17 Dollars (\$900,000) for each twelve month period between July 1, 2019 through June 30, 2023.

18           A.     Mental Health Services Annual Budget Requirements – Mental Health services at  
19 the SAU will be funded by SAMHSA Community Mental Health Services annual Block Grant. Upon  
20 COUNTY's request, CONTRACTOR shall provide a program budget and narrative annually to renew the  
21 application.

22           B.     Funding availability – The contract maximum amount as identified in this  
23 Agreement and in Exhibits F-1 through F-3 may be reduced based upon Federal, State and local  
24 funding availability. In the event of such action, the COUNTY'S DBH Director or his/her designee shall  
25 notify the CONTRACTOR in writing of the reduction in the maximum amount within 30 days of  
26 advisement from the funding source.

27           In the event that funding for these services is delayed by the State Controller, COUNTY  
28 may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the

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

4 C. Payments - CONTRACTOR shall complete a year end cost report in accordance  
5 with Section Twenty-One (21), REPORTS, of this Agreement at the end of each fiscal year to reflect the  
6 lower of CONTRACTOR's actual cost or contract maximum. Within forty-five (45) days of reconciliation  
7 by COUNTY, CONTRACTOR shall make payment to COUNTY or COUNTY shall reimburse  
8 CONTRACTOR as appropriate.

9 In no event shall services performed under this Agreement be in excess of annually  
10 negotiated reimbursement rates and maximums agreed upon by COUNTY and CONTRACTOR during  
11 the term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S  
12 performance of services under this Agreement shall be borne by CONTRACTOR.

13 Payments by COUNTY shall be in arrears, for services provided during the preceding  
14 month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices by  
15 COUNTY's DBH.

16 D. Compliance – If CONTRACTOR should fail to comply with any provision of this  
17 Agreement, COUNTY shall be relieved of its obligation for further compensation. CONTRACTOR's and  
18 COUNTY's obligations under this Section shall survive the termination of this Agreement with respect to  
19 services provided during the term of this Agreement without regard to the cause of termination of this  
20 Agreement.

21 E. Quality Assurance – For services rendered herein, CONTRACTOR shall assure  
22 that an on-going quality assurance component is in place and is occurring. CONTRACTOR shall assure  
23 that clinical records for each participant are of such detail and length that a review of said record will  
24 verify that appropriate services were provided. If the record is unclear, incomplete, and/or indicates that  
25 appropriate services were not provided, COUNTY reserves the right to withhold payment for the  
26 applicable unit(s) of service.

1 F. Public Information – CONTRACTOR shall disclose its funding source in all public  
2 information; however, this requirement of disclosure of funding source shall not be required in spot radio  
3 or television advertising.

4 G. Lobbying Activity – CONTRACTOR shall not directly or indirectly use any of the  
5 funds under this Agreement for publicity, lobbying, or propaganda purposes designed to support or  
6 defeat legislation pending before the Congress of the United States or the Legislature of the State of  
7 California.

8 H. Political Activity – CONTRACTOR shall not directly or indirectly use any of the  
9 funds under this Agreement for any political activity or to further the election or defeat of any candidate  
10 for public office.

11 I. Supplemental Sources – Any direct or indirect service provided by  
12 CONTRACTOR as part of its overall alcohol and SUD program and/or mental health services program  
13 may be partially supported by revenues or in-kind contributions generated by CONTRACTOR. Said  
14 direct and indirect services provided under this Agreement may be partially supported by private or  
15 agency contributions. It shall be the obligation of CONTRACTOR to determine and claim all revenue  
16 possible from private pay sources and third party payers. CONTRACTOR shall not use any funds under  
17 this Agreement to the extent that a participant is eligible for Medi-Cal reimbursement for services  
18 rendered.

19 Notwithstanding the above, any revenues generated in excess of the amounts budgeted  
20 in this Agreement may be utilized to expand/enhance services during COUNTY's fiscal year in which  
21 revenues are collected or in the following COUNTY fiscal year. Additional revenues will be considered  
22 separate and distinct from COUNTY's payment to CONTRACTOR. The manner and means of service  
23 expansion/enhancement shall be subject to the prior written approval of COUNTY's DBH Director or  
24 his/her designee. CONTRACTOR shall disclose all sources of revenue to COUNTY. Under no  
25 circumstances will COUNTY-funded staff time be used for fund-raising purposes.

26 J. Cost of Living Adjustment – CONTRACTOR shall not utilize any funds provided  
27 under this Agreement to provide cost of living adjustments to CONTRACTOR'S employee  
28 compensation.

1           **5.     INVOICING**

2           A.     For SUD services provided onsite at the JJC, CONTRACTOR shall invoice  
3 COUNTY by the 20<sup>th</sup> day of each month, for prior month's expenditures of actual services delivered.  
4 Invoices for SUD services shall be submitted via email to the assigned analyst with a copy to  
5 SAS@fresnocountyca.gov. No reimbursement for services shall be made until the invoice is received,  
6 reviewed and approved by COUNTY DBH - SUD Services.

7           B.     Invoices for mental health services shall be submitted electronically for the prior  
8 month's expenditures of actual services delivered to DBHInvoices@fresnocountyca.gov. A separate  
9 invoice shall be submitted for start-up budget/costs. After CONTRACTOR renders service to clients,  
10 CONTRACTOR will invoice COUNTY for payment, certify the expenditure, and submit electronic  
11 claiming data into COUNTY's electronic information system for all clients, including those eligible for  
12 Medi-Cal as well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual  
13 cost per unit. COUNTY must pay CONTRACTOR before submitting a claim to DHCS for Federal  
14 reimbursement for Medi-Cal eligible clients.

15                   1)     CONTRACTOR shall submit to the COUNTY by the tenth (10<sup>th</sup>) of each  
16 month a detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit  
17 GL reports and supporting documentation, including cost invoices and receipts as required by the  
18 COUNTY, shall be deemed sufficient cause for COUNTY to withhold payments until there is  
19 compliance, as further described in Section Five (5) herein.

20                   2)     If CONTRACTOR chooses to utilize the COUNTY's electronic health  
21 record system (currently Avatar, the preferred EHR system by DBH) method as their own full electronic  
22 health records system, COUNTY's DBH shall invoice CONTRACTOR in arrears by the fifth (5<sup>th</sup> day of  
23 each month for the prior month's hosting fee for access to the COUNTY's electronic information system  
24 in accordance with the fee schedule as set forth in Exhibit G, "Electronic Health Records Software  
25 Charges" attached hereto and incorporated herein by reference. COUNTY shall invoice CONTRACTOR  
26 annually for the annual maintenance and licensing fee for access to the COUNTY's electronic  
27 information system in accordance with the fee schedule as set forth in Exhibit G. COUNTY shall invoice  
28 CONTRACTOR annually for the Reaching Recovery fee, as applicable, for access to the COUNTY's

1 electronic information system in accordance with the fee schedule as set forth in Exhibit G.

2 CONTRACTOR shall provide payment for these expenditures to COUNTY's Fresno County Department  
3 of Behavioral Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712, Attention: Business  
4 Office, within forty-five (45) days after the date of receipt by CONTRACTOR of the invoicing provided by  
5 COUNTY.

6                   3) At the discretion of COUNTY's DBH Director, or designee, if an invoice is  
7 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall  
8 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after  
9 five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for  
10 a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90)  
11 day period, the invoice(s) is still not corrected to COUNTY DBH's satisfaction, COUNTY's DBH Director,  
12 or designee, may elect to terminate this Agreement, pursuant to the termination provisions stated in  
13 Section Three (3) of this Agreement. In addition, for invoices received sixty (60) days after the  
14 expiration of each term of this Agreement or termination of this Agreement, at the discretion of  
15 COUNTY's DBH Director, or designee, COUNTY's DBH shall have the right to deny payment of any  
16 invoices received.

17                   4) Monthly invoices shall include a client roster, identifying volume reported  
18 by payer group clients served (including third party payer of services) by month and year-to-date,  
19 including percentages.

20                   5) CONTRACTOR shall submit monthly invoices and general ledgers that  
21 itemize the line item charges for monthly program costs (per applicable budget, as identified in Exhibit  
22 F-1, F-2, and F-3), including the cost per unit calculation based on clients served within that month, and  
23 excluding unallowable costs. Unallowable costs such as lobbying or political donations must be  
24 deducted from the monthly invoice reimbursements. The invoices and general ledgers will serve as  
25 tracking tools to determine if CONTRACTOR's program costs are in accordance with its budgeted cost,  
26 and cost per unit negotiated by service modes compared to actual cost per unit, as set forth in Exhibit F-  
27 2 attached hereto. The actual cost per unit will be based upon total costs and total units of service. It  
28

1 will also serve for the COUNTY to certify the public funds expended for purposes of claiming Federal  
2 and State reimbursement for the cost of Medi-Cal services and activities.

3                   6)       CONTRACTOR will remit annually within ninety (90) days from June 30, a  
4 schedule to provide the required information on published charges for all authorized direct specialty  
5 mental health services. The published charge listing will serve as a source document to determine the  
6 CONTRACTOR's usual and customary charge prevalent in the public mental health sector that is used  
7 to bill the general public, insurers or other non-Medi-Cal third party payers during the course of business  
8 operations.

9                   7)       CONTRACTOR shall submit monthly staffing reports that identify all direct  
10 service and support staff, applicable licensure/certifications, ethnicity and language detail of staff, and  
11 actual time of hours (FTE) worked to be used as a tracking tool to determine if CONTRACTOR's  
12 program is staffed according to the services provided under this Agreement. Monthly staffing reports  
13 shall indicate if staff licenses are valid and current.

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

17                   9)       CONTRACTOR is responsible for collection and managing data in a  
18 manner to be determined by State of California DHCS and the COUNTY's Mental Health Plan in  
19 accordance with applicable rules and regulations. COUNTY's electronic billing system is a critical  
20 source of information for purposes of monitoring service volume and obtaining reimbursement.  
21 CONTRACTOR must attend COUNTY's DBH's Business Office training on equipment reporting for  
22 assets, intangible and sensitive minor assets, COUNTY's electronic information system; and related  
23 cost reporting.

24                   10)       CONTRACTOR shall submit service data into COUNTY's electronic  
25 information system within ten (10) calendar days from the date services were rendered. Federal and  
26 State reimbursement for Medi-Cal specialty mental health services is based on public expenditures  
27 certified by the CONTRACTOR.  
28

1                   11)    CONTRACTOR must provide all necessary data to allow the COUNTY to  
2 bill Medi-Cal, and any other third-party source, for services and meet State and Federal reporting  
3 requirements. The necessary data can be provided by a variety of means, including but not limited to:

- 4                   a.       direct data entry into COUNTY's electronic information system
- 5 (currently Avatar);
- 6                   b.       providing an electronic file compatible with COUNTY's electronic
- 7 information system; or
- 8                   c.       integration between COUNTY's electronic information system and
- 9 CONTRACTOR's information system(s).

10                   12)    If a client has dual coverage, such as other health coverage (OHC) or  
11 Federal Medicare, the CONTRACTOR will be responsible for billing the carrier and obtaining a  
12 payment/denial or have validation of claiming with no response ninety (90) days after the claim was  
13 mailed before the service can be entered into the COUNTY's electronic information system.  
14 CONTRACTOR must report all third party collections for Medicare, third party or client pay or private  
15 pay in each monthly invoice and in the annual cost report that is required to be submitted. A copy of  
16 explanation of benefits or CMS 1500 form is required as documentation. CONTRACTOR must report  
17 all revenue collected from OHC, third-party, client-pay or private-pay in each monthly invoice and in  
18 the cost report that is required to be submitted. CONTRACTOR shall submit monthly invoices for  
19 reimbursement that equal the amount due CONTRACTOR less any funding sources not eligible for  
20 Federal and State reimbursement. CONTRACTOR must comply with all laws and regulations  
21 governing the Federal Medicare program, including, but not limited to: 1) the requirement of the  
22 Medicare Act, 42 U.S.C. section 1395 et seq; and 2) the regulation and rules promulgated by the  
23 Federal Centers for Medicare and Medicaid Services as they relate to participation, coverage and  
24 claiming reimbursement. CONTRACTOR will be responsible for compliance as of the effective date of  
25 each Federal, State or local law or regulation specified.

26                   13)    Data entry shall be the responsibility of the CONTRACTOR. The direct  
27 specialty mental health services data must be reconciled by the CONTRACTOR to the monthly invoices  
28 submitted for payment. COUNTY shall monitor the volume of services and cost of services entered into

1 the COUNTY's electronic information system. Any and all audit exceptions resulting from the provision  
2 and reporting of specialty mental health services by CONTRACTOR shall be the sole responsibility of  
3 the CONTRACTOR. CONTRACTOR will comply with all applicable policies, procedures, directives and  
4 guidelines regarding the use of COUNTY's electronic information system. If CONTRACTOR elects to  
5 use their own Electronic Health Record (EHR) system, the EHR must have CCHIT certification for  
6 Security Access Control, Audit and Authentication. CONTRACTOR's billers in the EHR system will need  
7 to sign an Electronic Signature Certification (ESR).

8 14) Medi-Cal Certification and Mental Health Plan Compliance

9 CONTRACTOR will establish and maintain Medi-Cal certification or become certified (as required by the  
10 COUNTY's Mental Health Plan) within ninety (90) days of the execution of this Agreement for all  
11 sites/facilities that will provide specialty mental health billable services under this Agreement through  
12 COUNTY to provide reimbursable services to Medi-Cal eligible clients. In addition, CONTRACTOR  
13 shall work with the COUNTY's DBH to execute the process if not currently certified by COUNTY for  
14 credentialing of staff. During this process, the CONTRACTOR will obtain a legal entity number  
15 established by the State of California DHCS, as this is a requirement for maintaining Mental Health Plan  
16 organizational provider status throughout the term of this Agreement. CONTRACTOR will be required  
17 to become Medi-Cal certified prior to providing direct specialty mental health services to Medi-Cal  
18 eligible clients and seeking reimbursement from the COUNTY for costs associated with direct specialty  
19 mental health services. CONTRACTOR will not be reimbursed by COUNTY for any direct specialty  
20 mental health services rendered prior to certification.

21 CONTRACTOR shall provide specialty mental health services in  
22 accordance with the COUNTY's Mental Health Plan. CONTRACTOR must comply with the "Fresno  
23 County Behavioral Health Compliance Program Contractor Code of Conduct and Ethics" set forth in  
24 Exhibit H, attached hereto and incorporated herein by reference and made part of this Agreement.

25 CONTRACTOR may provide direct specialty mental health services using  
26 unlicensed staff as long as the individual is approved as a provider by the Mental Health Plan, is supervised  
27 by licensed staff, works within his/her scope and only delivers allowable direct specialty mental health  
28 services. It is understood that each service is subject to audit for compliance with Federal and State

1 regulations, and that COUNTY may be making payments in advance of said review. In the event that a  
2 service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other  
3 payments due the amount of said disapproved services. CONTRACTOR shall be responsible for audit  
4 exceptions to ineligible dates of services or incorrect application of utilization review requirements.

5 CONTRACTOR shall submit the following with the invoicing to COUNTY each month:

6 C. Monthly Rosters – Along with each monthly invoice, CONTRACTOR shall submit a  
7 roster identifying all beneficiaries served, and providing demographic information on beneficiaries including  
8 any payer of services rendered to beneficiary by CONTRACTOR.

9 D. Monthly Operational Expense

10 1) CONTRACTOR'S monthly invoicing for the "New Horizons Program" shall  
11 itemize the line item charges for monthly program costs, and provide a monthly budget status report that  
12 will serve as a tracking tool to determine if CONTRACTOR's program costs are in accordance with the  
13 budget, as set forth in Exhibit F-3.

14 2) CONTRACTOR shall submit a line item report for allowable expenses  
15 related to the operation of the SUD outpatient and in-custody programs. This shall be accompanied by the  
16 general ledger, payroll register and accompanying documentation for the line items the assigned analyst  
17 selects by the 25<sup>th</sup> of each month.

18 E. Mental Health Services Entry for Incarcerated Youth at JJC (SAU) and for Post-  
19 Release Services – CONTRACTOR shall enter all direct services into COUNTY's current information  
20 system prior to submitting the monthly invoice. CONTRACTOR will be given proper access to required  
21 software. At a minimum CONTRACTOR's computers must run Windows XP or higher operating system  
22 and be connected to a high speed internet connection.

23 It is understood that each service is subject to documentation review, and that COUNTY  
24 may be making payments on services in advance of said review. In the event that service is disapproved,  
25 COUNTY may, at its sole discretion, withhold compensation of offset from other payments ue the amount of  
26 said disapproved services.

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

1 incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue  
2 to provide services for a period of ninety (90) days after notification of a incorrect or improper invoice. If  
3 after said ninety day period said invoice(s) is still not corrected to COUNTY's DBH Director's satisfaction,  
4 COUNTY's DBH Director or his/her designee may elect to terminate this Agreement, pursuant to Section  
5 Three (3), Termination, of this Agreement. In addition, CONTRACTOR shall submit all invoices to  
6 COUNTY's DBH for services provided within ninety (90) days after each 12 month period of the Agreement.  
7 If invoices are not submitted within ninety days after each 12 month period, COUNTY's DBH shall have the  
8 right to deny payment on such invoices.

9 **6. LICENSING-CERTIFICATES**

10 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall  
11 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the  
12 provision of the services hereunder and required by the laws and regulations of the United States of  
13 America, State of California, the County of Fresno, and any other applicable governmental agencies.  
14 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such  
15 licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any  
16 appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all  
17 applicable laws, rules or regulations, as may now exist or be hereafter changed.

18 **7. YOUTH TREATMENT GUIDELINES**

19 CONTRACTOR shall follow the guidelines in the "Youth Treatment Guidelines," available at  
20 the DHCS web address at: <http://www.dhcs.ca.gov/individuals/Pages/youthSUDservices.aspx> and by this  
21 reference incorporated herein, in developing and implementing youth treatment programs funded under this  
22 Agreement until such time new Youth Treatment Guidelines are established and adopted. No formal  
23 amendment of this contract is required for new guidelines to apply.

24 **8. PROHIBITION ON PUBLICITY**

25 None of the funds, materials, property or services provided directly or indirectly under this  
26 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of  
27 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,  
28 publicity of the services described in Section One (1), SERVICES, of this Agreement shall be allowed as

1 necessary to raise public awareness about the availability of such specific services when approved in  
2 advance by the DBH Director or his/her designee, and at a cost to be provided for such items as  
3 written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related  
4 expense(s).

5 **9. NO THIRD PARTY BENEFICIARIES**

6 It is understood and agreed by and between the parties that the services provided by  
7 CONTRACTOR for COUNTY herein are solely for the benefit of the COUNTY, and that nothing in this  
8 Agreement is intended to confer on any person other than the parties hereto any right under or by reason of  
9 this Agreement.

10 **10. INDEPENDENT CONTRACTOR**

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

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

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

1 Agreement.

2 **11. NON-ASSIGNMENT / SUBCONTRACTS**

3 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties  
4 under this Agreement without the prior written consent of the other party.

5 CONTRACTOR shall be required to assume full responsibility for all services and activities  
6 covered by this Agreement, whether or not CONTRACTOR is providing services directly. Further,  
7 CONTRACTOR shall be the sole point of contact with regard to contractual matters, including payment of  
8 any and all charges resulting from this Agreement.

9 If CONTRACTOR should propose to subcontract with one or more third parties to carry out  
10 a portion of services covered by this Agreement, any such subcontract shall be in writing and approved as  
11 to form and content by COUNTY's DBH Director or his/her designee prior to execution and implementation.  
12 COUNTY's DBH Director or his/her designee shall have the right to reject any such proposed subcontract.

13 Any such subcontract together with all activities by or caused by CONTRACTOR shall not require  
14 compensation greater than the total budget contained herein. An executed copy of any such subcontract  
15 shall be received by COUNTY before any implementation and shall be retained by COUNTY.

16 CONTRACTOR shall be responsible to COUNTY for the proper performance of any subcontract. Any  
17 subcontractor shall be subject to the same terms and conditions that CONTRACTOR is subject to under  
18 this Agreement.

19 It is expressly recognized that CONTRACTOR cannot engage in the practice of physical  
20 health medicine. If any medical services outside of the scope of the CONTRACTOR's medical director are  
21 provided in connection with the services under this Agreement, such medical services shall be performed  
22 by an independent contract physician. In this instance, the requirements of the Confidential Medical  
23 Information Act (Civil Code 56 et seq.) shall be met.

24 If CONTRACTOR hires an independent contract physician, CONTRACTOR shall require  
25 and ensure that such independent contract physician carries Professional Liability (Medical Malpractice)  
26 Insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million  
27 Dollars (\$3,000,000.00) annual aggregate.

28 **12. CONFLICT OF INTEREST**

1 No officer, agent, or employee of COUNTY who exercises any function or responsibility for  
2 planning and carrying out the services provided under this Agreement shall have any direct or indirect  
3 personal financial interest in this Agreement. CONTRACTOR shall comply with all Federal, State of  
4 California, and local conflict of interest laws, statutes, and regulations, which shall be applicable to all  
5 parties and beneficiaries under this Agreement and any officer, agent, or employee of COUNTY.

6 **13. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

7 This provision is only applicable if the CONTRACTOR is operating as a corporation (a  
8 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes  
9 its status to operate as a corporation.

10 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
11 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
12 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
13 is a party and in which one or more of its directors has a material financial interest. Members of the  
14 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
15 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit I and incorporated  
16 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
17 transaction or immediately thereafter.

18 **14. ASSURANCES**

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

1 CONTRACTOR is reinstated into participation in the Federal Health Care Programs. Further the  
2 CONTRACTOR agrees to the Disclosure of Criminal History and Civil Actions and Certification regarding  
3 debarment suspension and other responsibility matters primary covered transactions; CONTRACTOR  
4 must sign an appropriate Certification regarding debarment, suspension, and other responsibility matters,  
5 attached hereto as Exhibit J, incorporated herein by reference and made part of this Agreement.

6           A.       If COUNTY has noticed that CONTRACTOR has been charged with a criminal  
7 offense related to any Federal Health Care Program, or is proposed for exclusion during the term on any  
8 contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the accuracy of any  
9 claims submitted to any Federal Health Care Program. At its discretion given such circumstances,  
10 COUNTY may request that CONTRACTOR cease providing services until resolution of the charges or the  
11 proposed exclusion.

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

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

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

1 to be determined by COUNTY to protect the interests of COUNTY beneficiaries.

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

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

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

24 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for  
25 information from COUNTY which may be necessary to complete any internal or external audits relating to  
26 this Agreement.

27 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty  
28 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms

1 of this Agreement.

2 **15. MODIFICATION**

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

5 Notwithstanding the above, changes to Section One (1), SERVICES, as needed to  
6 accommodate changes in State and Federal Law relating to mental health and SUD treatment may be  
7 made with the signed written approval of COUNTY's DBH Director or his/her designee and respective  
8 CONTRACTOR(s) through an amendment approved by County Counsel and Auditor. Changes to line  
9 items in the budget that do not exceed 10% of the maximum compensation payable to CONTRACTOR  
10 may be made with the signed written approval of COUNTY's DBH Director or designee, and  
11 CONTRACTOR. Changes to line items in the budget that exceed 10% of the maximum compensation  
12 payable to the CONTRACTOR may be made with the signed written approval of the COUNTY's DBH Director  
13 or designee and CONTRACTOR through an amendment approved by County Counsel and Auditor. Said  
14 line item budget changes shall not result in any change to the annual, or portion thereof, as applicable,  
15 maximum compensation amount payable to CONTRACTOR, as stated in the agreement.

16 **16. INSURANCE**

17 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any  
18 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
19 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
20 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

21 A. Commercial General Liability

22 Commercial General Liability Insurance with limits of not less than Two Million  
23 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).  
24 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
25 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
26 liability or any other liability insurance deemed necessary because of the nature of this contract.

27 B. Automobile Liability

28 Comprehensive Automobile Liability Insurance with limits of not less than One

1 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should  
2 include any auto used in connection with this Agreement.

3 C. Professional Liability

4 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
5 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million  
6 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

7 D. Worker's Compensation

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

10 E. Molestation

11 Sexual abuse / molestation liability insurance with limits of not less than One Million  
12 Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy  
13 shall be issued on a per occurrence basis.

14 Additional Requirements Relating to Insurance

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

22 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
23 employees any amounts paid by the policy of worker's compensation insurance required by this  
24 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
25 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
26 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

27 Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
28 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the

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

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

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

18           **17. HOLD HARMLESS**

19           CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
20 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including  
21 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in  
22 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or  
23 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and  
24 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who  
25 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,  
26 agents, or employees under this Agreement.

27           CONTRACTOR agrees to indemnify COUNTY for Federal, State of California audit  
28 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

1           **18.    SINGLE AUDIT**

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

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

1 C. CONTRACTOR shall make available all records and accounts for inspection  
2 by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the  
3 Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a  
4 minimum of ten (10) years, in accordance with 42 CFR Part 438.3(h), from the finalized cost settlement  
5 process or, if an audit by the Federal government or DHCS has been started before the expiration of the  
6 ten (10) year period, records shall be maintained until completion of the audit and final resolution of all  
7 findings.

8 **19. AUDITS AND INSPECTIONS**

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

14 The right to audit under this Section exists for ten (10) years from the final date of the  
15 agreement period or from the date of completion of any audit, whichever is later.

16 Notwithstanding the provisions stated in Section Two (2), TERM, of this Agreement, it is  
17 acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit  
18 procedures and requirements as stated in this Agreement have been completed to the review and  
19 satisfaction of COUNTY. CONTRACTOR shall bear all costs in connection with or resulting from any audit  
20 and/or inspections including, but not limited to, actual costs incurred and the payment of any expenditures  
21 disallowed by either COUNTY, State, or Federal governmental entities, including any assessed interest and  
22 penalties.

23 **20. EVALUATION – MONITORING**

24 CONTRACTOR shall participate in a review of the program at least yearly or more  
25 frequently, or as needed, at the discretion of COUNTY. The CONTRACTOR agrees to supply all  
26 information requested by the COUNTY, DHCS, and/or the subcontractor during the program evaluation,  
27 monitoring, and/or review.

28 COUNTY's DBH Director, or his/her designee, and DHCS or their designees shall monitor

1 and evaluate the performance of CONTRACTOR under this Agreement to determine to the best possible  
2 degree the success or failure of the services provided under this Agreement. At the discretion of the  
3 COUNTY, a subcontractor may be obtained by the COUNTY to independently evaluate and monitor the  
4 performance of the CONTRACTOR. CONTRACTOR shall participate in the evaluation of the program as  
5 needed, at the discretion of COUNTY.

6 COUNTY shall recapture from CONTRACTOR the value of any services or other  
7 expenditures determined to be ineligible based on the COUNTY or State monitoring results. At the  
8 discretion of the COUNTY, recoupment can be made through a future invoice reduction or reimbursement  
9 by the CONTRACTOR.

10 **21. REPORTS—SUBSTANCE USE DISORDER SERVICES**

11 CONTRACTOR shall submit all information and data required by State, including, but not  
12 limited to the following:

13 A. Drug and Alcohol Treatment Access Report (DATAR) in an electronic format  
14 provided by the State and due no later than five (5) days after the preceding month; and

15 B. CalOMS Treatment – Submit CalOMS treatment admission, discharge, annual  
16 update, and “provider activity report” record in an electronic format through COUNTY’s information  
17 system, and on a schedule as determined by the COUNTY which complies with State requirements for  
18 data content, data quality, reporting frequency, reporting deadlines, and report method and due no later  
19 than five (5) days after the preceding month. All CalOMS admissions, discharges, and annual updates  
20 must be entered into the COUNTY’s CalOMS system within twenty-four (24) hours of occurrence; and

21 C. CONTRACTOR shall submit to COUNTY monthly fiscal and all program reports,  
22 which may include Provider Waiting List Record (WLR) and DMC Monthly Status Report (MSR), within  
23 twenty (20) days of the end of each month; and

24 D. ASAM Level of Care (LOC) – Submit ASAM LOC data in an electronic format  
25 through COUNTY’s information system, on a schedule as determined by the COUNTY which complies  
26 with State requirements; and

27 E. Americans with Disabilities (ADA) – Annually, upon request by DBH,  
28 CONTRACTOR shall complete a system-wide accessibility survey in a format determined by DBH for

1 each service location and modality and shall submit an ADA Accessibility Certification and Self-  
2 Assessment, including an Implementation Plan, for each service location; and

3 F. Culturally and Linguistically Appropriate Services (CLAS) - Annually, upon request  
4 by DBH, CONTRACTOR shall complete an agency-wide CLAS survey in a format determined by DBH  
5 and shall submit a CLAS Self-Assessment, including an Implementation Plan; and

6 G. Risk Assessment – Annually, upon request by DBH, CONTRACTOR shall submit  
7 a Risk Assessment. The Assessment must be submitted to the COUNTY in hard copy as well as  
8 electronically by the due date set by COUNTY; and

9 H. Outcome Reports – CONTRACTOR shall submit outcome reports as requested.  
10 Outcome reports and requirements are subject to change at COUNTY’s discretion; and

11 I. Network Adequacy Certification Tool (NACT) – CONTRACTOR shall submit  
12 NACT as requested by COUNTY; and

13 J. Cost Reports – On an annual basis for each fiscal year ending June 30th  
14 CONTRACTOR shall submit a complete and accurate detailed cost report(s). Cost reports must be  
15 submitted to the COUNTY as a hard copy with a signed cover letter and an electronic copy by the due  
16 date. Submittal must also include any requested support documents such as general ledgers and  
17 detailed electronic (e.g. Excel) schedules demonstrating how costs were allocated both within programs,  
18 if provider has multiple funding sources (e.g. DMC and SAPT), and between programs, if  
19 CONTRACTOR provides multiple SUD modalities (e.g. residential, detox, sober living, outpatient, etc.).  
20 Provider shall maintain general ledgers that reflect the original transaction amounts where each entry in  
21 their accounting records represents one-hundred percent (100%) of the total transaction cost and can  
22 be supported with the original source documentation (i.e. receipts, bills, invoices, payroll registers, etc.).  
23 Bank statements reflecting purchases are not original source documents and will not be accepted as  
24 such. All costs found to not be supported by original source documentation will be disallowed. Total  
25 unallowable costs shall be allocated their percentage share of the indirect Costs along with the  
26 Contractor’s direct costs. All reports submitted by CONTRACTOR to COUNTY must be typewritten.  
27 COUNTY will issue instructions for completion and submittal of the annual cost report, including the  
28 relevant cost report template(s) and due dates within forty-five (45) days of each fiscal year end. All cost

1 reports must be prepared in accordance with Generally Accepted Accounting Principles. Unallowable  
2 costs such as those denoted in 2 CFR 200 Subpart E, Cost Principles, 41 U.S.C. 4304, and the Center  
3 for Medicare and Medicaid Studies (CMS) Provider Reimbursement Manual (PRM) 15-1, must not be  
4 included as an allowable cost on the cost report and all invoices. Unallowable costs must be kept in the  
5 provider's General Ledger in accounts entitled Unallowable followed by name of the account (e.g.  
6 Unallowable – Food) or in some other appropriate form of segregation in the provider's accounting  
7 records. For further information on unallowable costs refer to regulations provided above. If the  
8 CONTRACTOR does not submit the cost report by the due date, including any extension period granted  
9 by the COUNTY, the COUNTY may withhold payment of pending invoices until the cost report(s) has  
10 been submitted and clears COUNTY desk audit for completeness and accuracy. Once the cost reports  
11 have been approved by the County, originally-executed signed certification pages attesting to the  
12 accuracy of the information contained in cost reports shall be submitted to the County.

13                   1)       DMC - A DMC cost report must be submitted in a format prescribed by the  
14 DHCS for the purposes of Short Doyle Medi-Cal reimbursement of total costs for all programs.  
15 CONTRACTOR shall report costs under their approved legal entity number established during the DMC  
16 certification process. Total units of service reported on the cost report will be compared to the units of  
17 services entered by CONTRACTOR into COUNTY's data system. CONTRACTOR will be required to  
18 correct discrepancies and resubmit to COUNTY prior to COUNTY's final acceptance of the cost report.

19                   2)       OTHER FUNDING SOURCES – CONTRACTOR will be required to  
20 submit a cost report on a form approved and provided by the COUNTY to reflect actual costs and  
21 reimbursement for services provided through funding sources other than DMC. Contracts that include a  
22 negotiated rate per unit of service will be reimbursed for actual costs incurred (the sum of both direct  
23 costs as defined in 2 CFR 200.413, and allocated indirect costs as defined in 2 CFR 200.414) not to  
24 exceed the contract maximum. If the cost report indicates an amount due to COUNTY, CONTRACTOR  
25 shall submit payment with the report. If an amount is due to CONTRACTOR COUNTY shall reimburse  
26 CONTRACTOR within forty-five (45) days of receiving and accepting the year-end cost report.

27                   3)       MULTIPLE FUNDING SOURCES – CONTRACTOR who has multiple  
28 agreements for the same services (e.g. Outpatient, Residential) provided at the same location where at

1 least one of the Agreements is funded through DMC and the other funding is other federal or county  
2 realignment funding will be required to complete DMC cost reports and COUNTY approved cost reports.  
3 Such Agreements will be settled for actual allowable costs in accordance with Medicaid reimbursement  
4 requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's  
5 Medicaid Plan.

6 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree to  
7 settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit settlement  
8 findings. DHCS audit process is approximately eighteen (18) to thirty-six (36) months following the close  
9 of the State fiscal year. COUNTY may choose to appeal DHCS settlement results and therefore  
10 reserves the right to defer payback settlement with CONTRACTOR until resolution of the appeal.

11 CONTRACTOR shall furnish to COUNTY such statements, records, reports, data, and  
12 information as COUNTY may request pertaining to matters covered by this Agreement. All reports  
13 submitted to the COUNTY must be typewritten.

14 In the event that CONTRACTOR fails to provide such reports or other information  
15 required hereunder, it shall be deemed sufficient cause for the COUNTY to withhold monthly payments  
16 until there is compliance. In addition, the CONTRACTOR shall provide written notification and  
17 explanation to the COUNTY within fifteen (15) days of any funds received from another source to  
18 conduct the same services covered by this Agreement.

19 **22. PROPERTY OF COUNTY**

20 A. CONTRACTOR shall submit purchase invoices for the purchase of any fixed assets  
21 with their monthly invoices. All purchases over Five Thousand and No/100 Dollars (\$5,000.00), and certain  
22 purchases under Five Thousand and No/100 Dollars (\$5,000.00) such as fans, calculators, cameras,  
23 VCRs, DVDs and other sensitive items as determined by COUNTY's DBH Director, or his/her designee,  
24 made during the term of this Agreement shall be identified as assets that can be inventoried and  
25 maintained in COUNTY's DBH Asset Inventory System. These assets shall be retained by COUNTY, as  
26 COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.  
27 CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be  
28 physically present when fixed assets are returned to COUNTY's possession at the termination or expiration

1 of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY owned fixed  
2 assets, or the monetary value of said fixed assets if unable to produce the fixed assets at the expiration or  
3 termination of this Agreement.

4 CONTRACTOR further agrees to the following:

5 1) To maintain all items of equipment in good working order and condition,  
6 normal wear and tear is expected;

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

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

14 B. The purchase of any equipment by CONTRACTOR with funds provided  
15 hereunder shall require the prior written approval of COUNTY's DBH Director or his/her designee, shall  
16 fulfill the provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's  
17 services or activity under the terms of this Agreement. COUNTY's DBH Director or his/her designee  
18 may refuse reimbursement for any costs resulting from equipment purchased, which are incurred by  
19 CONTRACTOR, if prior written approval has not been obtained from COUNTY.

20 C. The terms and conditions described in this Section are not applicable to the  
21 leasing of vehicles by CONTRACTOR with the funds provided under this Agreement.

22 **23. CONSISTENT FEDERAL INCOME TAX POSITION**

23 CONTRACTOR acknowledges that the JJC has been acquired, constructed, or improved,  
24 and that the JJC is situated on land that has been acquired, using net proceeds of governmental tax-  
25 exempt bonds (collectively, "Bond-Financed Facilities"). CONTRACTOR agrees that, with respect to this  
26 Agreement and the Bond-Financed Facilities, CONTRACTOR is not entitled to take, and shall not take, any  
27 position (also known as a "tax position") with the Internal Revenue Service ("IRS") that is inconsistent with  
28 being a "service provider" to the COUNTY, as a "qualified user" with respect to the Bond-Financed

1 Facilities, as "managed property," as all of those terms are used in Internal Revenue Service Revenue  
2 Procedure 2017-13, and to that end, for example, and not as a limitation, CONTRACTOR agrees that  
3 CONTRACTOR shall not, in connection with any federal income tax return that it files with the IRS or any  
4 other statement or information that it provides to the IRS, (a) claim ownership, or that it is a lessee, of any  
5 portion of the Bond-Financed Facilities, or (b) claim any depreciation or amortization deduction, investment  
6 tax credit, or deduction for any payment as rent with respect to the Bond-Financed Facilities.

7 **24. RECORDS**

8 A. RECORD ESTABLISHMENT AND MAINTENANCE – CONTRACTOR shall  
9 establish and maintain records in accordance with State and Federal rules and regulations in addition to  
10 those requirements prescribed by COUNTY with respect to all matters covered by this Agreement. Except  
11 as otherwise authorized by COUNTY, CONTRACTOR shall retain all other records for a period of ten (10)  
12 years from the finalized cost settlement process, or from the date of completion of any audit, whichever is  
13 later.

14 B. DOCUMENTATION – CONTRACTOR shall maintain adequate records in sufficient  
15 detail to make possible an evaluation of services, and contain all the data necessary in reporting to the  
16 State of California and/or Federal agency. All beneficiary records shall be maintained pursuant to  
17 applicable State of California and Federal requirements concerning confidentiality.

18 C. REPORTS – CONTRACTOR shall submit to COUNTY monthly fiscal and all  
19 program reports as further described in Section Twenty-Three (23), REPORTS – Substance Use Disorder  
20 Services. CONTRACTOR shall submit a complete and accurate year-end cost report for each fiscal year  
21 affected by this Agreement, following the end of each fiscal year affected by this Agreement.  
22 CONTRACTOR shall also furnish to COUNTY such statements, records, reports, data, and information as  
23 COUNTY may request pertaining to matters covered by this Agreement. All reports submitted by  
24 CONTRACTOR to COUNTY must be typewritten.

25 D. SUSPENSION OF COMPENSATION – In the event that CONTRACTOR fails to  
26 provide any report specified in this Agreement, it shall be deemed sufficient cause for COUNTY to withhold  
27 payments until there is compliance.

28 ///

1           **25.    DATA SECURITY**

2           For the purpose of preventing the potential loss, misappropriation or inadvertent access,  
3 viewing, use or disclosure of COUNTY data including sensitive or personal beneficiary information; abuse  
4 of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter  
5 into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement  
6 must employ adequate data security measures to protect the confidential information provided to  
7 CONTRACTOR by the COUNTY, including but not limited to the following:

8           A.    CONTRACTOR-OWNED MOBILE, WIRELESS, OR HANDHELD DEVICES

9           CONTRACTOR may not connect to COUNTY networks via personally-owned  
10 mobile, wireless or handheld devices, unless the following conditions are met:

- 11                   1)    CONTRACTOR has received authorization by COUNTY for telecommuting  
12 purposes;
- 13                   2)    Current virus protection software is in place;
- 14                   3)    Mobile device has the remote wipe feature enabled; and
- 15                   4)    A secure connection is used.

16           B.    CONTRACTOR -OWNED COMPUTERS OR COMPUTER PERIPHERALS

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

22           C.    COUNTY-OWNED COMPUTER EQUIPMENT

23           CONTRACTOR or anyone having an employment relationship with the COUNTY may not  
24 use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization  
25 from the COUNTY's Chief Information Officer, and/or designee(s).

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

28           E.    CONTRACTOR shall be responsible to employ strict controls to ensure the integrity

1 and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or  
2 disclosure of data maintained in computer files, program documentation, data processing systems, data  
3 files and data processing equipment which stores or processes COUNTY data internally and externally.

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

7 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,  
8 breaches or potential breaches of security related to COUNTY's confidential information, data maintained in  
9 computer files, program documentation, data processing systems, data files and data processing  
10 equipment which stores or processes COUNTY data internally or externally.

11 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents  
12 arising from a possible breach of security related to COUNTY's confidential beneficiary information  
13 provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected  
14 individuals as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR  
15 will be responsible for all costs incurred as a result of providing the required notification.

16 **26. EHR CERTIFICATION**

17 CONTRACTOR shall obtain certification from the Certification Commission for Healthcare  
18 Information Technology (CCHIT) for Security Access Control, Audit, and Authentication if using a non-  
19 Avatar EHR and shall provide a copy of the certification to COUNTY. Additionally, CONTRACTOR shall  
20 recertify their EHR annually and provide a copy of the recertification to COUNTY. CONTRACTOR shall  
21 ensure all employees who use an EHR other than Avatar sign an Electronic Signature Agreement (see  
22 example, Exhibit K attached hereto) and maintain a copy in the employee's personnel file.

23 **27. COMPLIANCE WITH LAWS, POLICIES AND RULES**

24 CONTRACTOR shall comply with all applicable rules and regulations set forth in CCR Titles  
25 9 and 22, and California Health and Safety Code § 11750 et seq., with the exception of regulations waived  
26 by the Centers for Medicare and Medicaid Services and DHCS, as stated within the DMC-Organized  
27 Delivery Service Special Terms and Conditions and the DMC Intergovernmental Agreement.  
28 CONTRACTOR shall comply with any other Federal and State laws or guidelines applicable to

1 CONTRACTOR's performance under this Agreement or any local ordinances, regulations, or policies  
2 applicable. Such provisions include, but are not restricted to:

3 A. CONTRACTOR shall comply with 42 CFR Part 438.

4 B. CONTRACTOR shall comply with Early and Periodic Screening, Diagnostic and  
5 Treatment (EPSDT) statutes and regulations.

6 C. CONTRACTOR shall ensure that each beneficiary's ability to pay for services is  
7 determined by the use of the method approved by COUNTY.

8 D. CONTRACTOR shall establish and use COUNTY's approved method of  
9 determining and collecting fees from beneficiaries.

10 E. CONTRACTOR shall furnish beneficiary records in accordance with the applicable  
11 Federal and State regulations and requirements, including in such records a treatment plan for each  
12 beneficiary, and evidence of each service rendered.

13 F. CONTRACTOR shall submit accurate, complete and timely claims and cost reports,  
14 reporting only allowable costs.

15 G. CONTRACTOR shall comply with statistical reporting and program evaluation  
16 systems as provided in State of California regulations and in this Agreement.

17 H. CONTRACTOR shall comply with requirements contained in the Intergovernmental  
18 Agreement with DHCS by this reference incorporated herein, until such time that a new Intergovernmental  
19 Agreement is established. Upon amendment of the Intergovernmental Agreement, the terms of the  
20 amended Contract shall automatically be incorporated into this Agreement.

21 I. CONTRACTOR shall inform every beneficiary of their rights regarding Grievance  
22 and Appeals as described in the Provider Manual. CONTRACTOR shall file an incident report for all  
23 incidents involving beneficiaries, following the Protocol for Completion of Incident Report described in the  
24 Provider Manual.

25 J. In the event any law, regulation, or policy referred to in this Agreement is amended  
26 during the term thereof, the parties hereto agree to comply with the amended provision as of the effective  
27 date of such amendment. Exhibits will be updated as needed and no formal amendment of this contract is  
28 required for new rules to apply.

1           **28.    NON-DISCRIMINATION PROVISION**

2           ELIGIBILITY FOR SERVICES – CONTRACTOR shall prepare, prominently post in its  
3 facility, and make available to the DBH Director or his/her designee and to the public all eligibility  
4 requirements to participate in the program funded under this Agreement. CONTRACTOR shall not  
5 unlawfully discriminate in the provision of services because of race, religious creed, color, national  
6 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital  
7 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran  
8 status as provided by State of California and Federal law in accordance with Title VI of the Civil Rights  
9 Act of 1964 (42 USC § 2000(d)); Age Discrimination Act of 1975 (42 USC § 1681); Rehabilitation Act of  
10 1973 (29 USC § 794); Education Amendments of 1972 (20 USC § 1681); Americans with Disabilities Act  
11 of 1990 (42 USC § 12132); 45 CFR, Part 84; provisions of the Fair Employment and Housing Act  
12 (California Government Code § 12900); and regulations promulgated thereunder (CCR Title 2, §  
13 7285.0); Title 2, Division 3, Article 9.5 of the California Government Code commencing with section  
14 11135; and CCR Title 9, Division 4, Chapter 6 commencing with section 10800.

15           A.    EQUAL OPPORTUNITY – CONTRACTOR shall comply with California  
16 Government Code, § 2990 and CCR Title 2, Division 4, Chapter 5, in matters related to the  
17 development, implementation, and maintenance of a nondiscrimination program. CONTRACTOR shall  
18 not discriminate against any employee or applicant for employment because race, religious creed, color,  
19 national origin, ancestry, physical disability, mental disability, medical condition, genetic information,  
20 marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or  
21 veteran status. Such practices include retirement, recruitment, advertising, hiring, layoff, termination,  
22 upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other  
23 terms and conditions of employment. CONTRACTOR agrees to post in conspicuous places, notices  
24 available to all employees and applicants for employment setting forth the provisions of the Equal  
25 Opportunity Act (42 USC § 2000(e)) in conformance with Federal Executive Order No. 11246.  
26 CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC § 794).

27           B.    SUSPENSION OF COMPENSATION – If an allegation of discrimination occurs,  
28 DBH may withhold all further funds, until CONTRACTOR can show by clear and convincing evidence to

1 the satisfaction of DBH that funds provided under this Agreement were not used in connection with the  
2 alleged discrimination.

3 C. NEPOTISM – Except by consent of the DBH Director or his/her designee, no person  
4 shall be employed by CONTRACTOR who is related by blood or marriage to or who is a member of the  
5 Board of Directors or an officer of CONTRACTOR.

6 D. NEW FACILITIES AND DISABILITY ACCESS – New facilities operated by  
7 CONTRACTOR in which services pursuant to this contract are provided shall be wheelchair accessible and  
8 provide access to the disabled, consistent with CCR Title 9, § 10820. If a new facility will be utilized, a plan  
9 ensuring accessibility to the disabled must be developed. DBH shall assess, monitor, and document  
10 CONTRACTOR's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of  
11 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided  
12 services without regard to physical or mental disability and that CONTRACTOR has provided a facility  
13 accessible to the physically disabled.

14 **29. COMPLIANCE**

15 CONTRACTOR shall comply with all requirements of the "Fresno County Behavioral  
16 Health Compliance Program Contractor Code of Conduct and Ethics" as set forth in Exhibit H. Within  
17 thirty (30) days of entering into this Agreement with the COUNTY, CONTRACTOR shall have all  
18 CONTRACTOR employees, agents and subcontractors providing services under this Agreement certify  
19 in writing, that they have received, read, understood, and shall abide by the requirements set forth in  
20 Exhibit H. CONTRACTOR shall ensure that within thirty (30) days of hire, all new employees, agents  
21 and subcontractors providing services under this Agreement certify in writing that they have received,  
22 read, understood, and shall abide by the requirements set forth in Exhibit H. CONTRACTOR  
23 understands that the promotion of and adherence to such requirements is an element in evaluating the  
24 performance of CONTRACTOR and its employees, agents and subcontractors.

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

1 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is  
2 required to attend training shall certify in writing that he or she has received the required training. The  
3 certification shall specify the type of training received and the date received. The certification shall be  
4 provided to the COUNTY's Compliance Officer at 3133 N. Millbrook, Room 171, Fresno, CA 93703.  
5 CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon  
6 COUNTY by the Federal Government as a result of CONTRACTOR violation of the terms of this  
7 Agreement

8 **30. COMPLAINTS**

9 CONTRACTOR shall log complaints and the disposition of all complaints from a beneficiary  
10 or a beneficiary's family. CONTRACTOR shall provide a summary of the complaint log entries concerning  
11 COUNTY-sponsored beneficiaries to COUNTY at monthly intervals by the fifteenth (15th) day of the  
12 following month, in a format that is mutually agreed upon. CONTRACTOR shall post signs informing  
13 beneficiary of their right to file a complaint or grievance. CONTRACTOR shall notify COUNTY of all  
14 incidents reportable to state licensing bodies that affect COUNTY beneficiaries within twenty-four (24)  
15 hours of receipt of a complaint.

16 Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored  
17 beneficiaries, CONTRACTOR shall provide COUNTY with information relevant to the complaint,  
18 investigative details of the complaint, the complaint and CONTRACTOR 's disposition of, or corrective  
19 action taken to resolve the complaint.

20 **31. CULTURAL COMPETENCY**

21 As related to Cultural and Linguistic Competence:

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

28 B. Policies and procedures for ensuring access and appropriate use of trained

1 interpreters and material translation services for all LEP beneficiaries, including, but not limited to,  
2 assessing the cultural and linguistic needs of its beneficiaries, training of staff on the policies and  
3 procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must  
4 include ensuring compliance of any sub-contracted providers with these requirements.

5 C. CONTRACTOR assurances that minors shall not be used as interpreters.

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

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

17 E. In compliance with the State mandated Culturally and Linguistically Appropriate  
18 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY  
19 for approval, within 60 days from date of contract execution, CONTRACTOR's plan to address all fifteen  
20 national cultural competency standards as set forth in the "National Standards on Culturally and  
21 Linguistically Appropriate Services" (CLAS), attached hereto as Exhibit L, and incorporated herein by this  
22 reference. County's annual on-site review of CONTRACTOR shall include collection of documentation to  
23 ensure all national standards are implemented. As the national competency standards are updated,  
24 CONTRACTOR's plan must be updated accordingly.

25 F. CONTRACTOR shall complete and submit county-issued CLAS self-assessment  
26 annually. CONTRACTOR shall update CLAS plan as necessary.

27 **32. CLEAN AIR AND WATER**

28 In the event funding under this Agreement exceeds one hundred thousand dollars

1 (\$100,000.00), the CONTRACTOR must comply with all applicable standards, orders, or requirements  
2 issued under section 306 of the Clean Air Act (42 U.S.C. 7401), section 506 of the Clean Water Act (33  
3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 32).

4 **33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

5 COUNTY and CONTRACTOR each consider and represent themselves as covered  
6 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law  
7 104-191(HIPAA) and agree to use and disclose protected health information as required by law.

8 COUNTY and CONTRACTOR acknowledge that the exchange of protected health  
9 information between them is only for treatment, payment, and health care operations.

10 COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of  
11 Protected Health Information (PHI) pursuant to the Agreement in compliance with HIPAA, the Health  
12 Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and  
13 regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA  
14 Regulations) and other applicable laws.

15 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require  
16 CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI,  
17 as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code  
18 of Federal Regulations (CFR).

19 **34. CHILD ABUSE REPORTING**

20 CONTRACTOR shall utilize a procedure acceptable to the COUNTY to ensure that all of  
21 CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services under  
22 this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies  
23 set forth in Penal Code § 11165.9. This procedure shall include having all of CONTRACTOR's employees,  
24 volunteers, consultants, subcontractors or agents performing services under this Agreement sign a  
25 statement that he or she knows of and will comply with the reporting requirements set forth in Penal Code §  
26 11166. The statement to be utilized by CONTRACTOR for reporting is set forth in Exhibit M, "Notice of  
27 Child Abuse Reporting," attached hereto and by this reference incorporated herein.

28 ///

1           **35.    RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

2           CONTRACTOR shall adhere to the requirement that no funds shall be used to carry out any  
3 program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the  
4 DHCS chooses to implement a demonstration syringe services program for intravenous drug users.

5           **36.    DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

6           This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or  
7 managed care entity as defined in 42 CFR § 455.101 455.104, and 455.106(a)(1),(2).

8           In accordance with 42 CFR §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the  
9 following information must be disclosed by CONTRACTOR by completing Exhibit N "Disclosure of  
10 Ownership and Control Interest Statement," attached hereto and by this reference incorporated herein.  
11 CONTRACTOR shall submit this form to the Department of Behavioral Health within thirty (30) days of  
12 the effective date of this Agreement. Submissions shall be scanned and pdf copies are to be sent via  
13 email to DBHAdministration@fresnocountyca.gov attention: Contracts Administration.

14           A.     Name and address of any person(s) whether it be an individual or corporation with  
15 an ownership or controlling interest in the disclosing entity or managed care entity.

16                     1)     Address must include the primary business address, every business  
17 location and P.O. Box address(es).

18                     2)     Date of birth and Social Security Number for individuals.

19                     3)     Tax identification number for other corporations or entities with ownership  
20 or controlling interest in the disclosing entity.

21           B.     Any subcontractor(s) in which the disclosing entity has five (5) percent or more  
22 interest.

23           C.     Whether the person(s) with an ownership or controlling interest of the disclosing  
24 entity is related to another person having ownership or controlling interest as a parent, spouse, sibling or  
25 child. Including whether the person(s) with ownership or controlling interest of the disclosing entity is  
26 related to a person (parent, spouse, sibling or child) with ownership or has five (5) percent or more  
27 interest in any of its subcontractors.

28           D.     Name of any other disclosing entity in which an owner of the disclosing entity has

1 an ownership or control interest.

2 E. The ownership of any subcontractor with whom the provider has had business  
3 transactions totaling more than Twenty-Five Thousand Dollars (\$25,000) during the twelve (12)-month  
4 period ending on the date of the request; and

5 F. Any significant business transactions between the provider and any wholly owned  
6 supplier, or between the provider and any subcontractor, during the five (5)-year period ending on the  
7 date of the request.

8 G. Any person(s) with an ownership or control interest in the provider, or agent or  
9 managing employee of the provider; and

10 1) Has been convicted of a criminal offense related to that person's  
11 involvement in any program under Medicare, Medicaid, or the title XX services program since the  
12 inception of those programs.

13 H. The ownership of any subcontractor with whom the provider has had business  
14 transactions totaling more than Twenty-Five Thousand Dollars (\$25,000) during the twelve (12)-month  
15 period ending on the date of the request; and

16 I. Any significant business transactions between the provider and any wholly  
17 owned supplier, or between the provider and any subcontractor, during the five (5)-year period ending  
18 on the date of the request.

19 **37. CHANGE OF LEADERSHIP/MANAGEMENT**

20 Any and all notices between COUNTY and CONTRACTOR provided for or permitted under  
21 this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to  
22 one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage  
23 prepaid, addressed to such party.

24 In the event of any change in the status of CONTRACTOR's leadership or management,  
25 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change.  
26 Such notification shall include any new leader or manager's name, address and qualifications. "Leadership  
27 or management" shall include any employee, member, or owner of CONTRACTOR who either a) directs  
28 individuals providing services pursuant to this Agreement; b) exercises control over the manner in which

1 services are provided; or c) has authority over CONTRACTOR's finances.

2 **38. NOTICES**

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director, Fresno County	Vice President
Department of Behavioral Health	Mental Health Systems, Inc.
4441 East Kings Canyon	2550 West Clinton Ave
Fresno, CA 93702	Fresno, CA 93705

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

24 **39. GOVERNING LAW**

25 Venue for any action arising out of or related to this Agreement shall only be in Fresno  
26 County, California.

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

1           **40.    ENTIRE AGREEMENT**

2                   This Agreement, including all Exhibits, COUNTY's Revised RFP No. 18-042 and  
3 CONTRACTOR's responses thereto, constitutes the entire agreement between the CONTRACTOR and  
4 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,  
5 proposals, commitments, writings, advertisements, publications, and understanding of any nature  
6 whatsoever unless expressly included in this Agreement.

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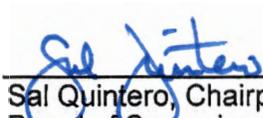
28   ///

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

3  
4 **CONTRACTOR**

**COUNTY OF FRESNO**

5  
6   
7 (Authorized Signature)  
8 James C. Callaghan, Jr.

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

9 Print Name and Title President & CEO

10 9465 Farnham St.

11 San Diego, CA 92123

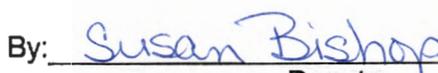
Mailing Address

**ATTEST:**

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

12  
13  
14  
15 **FOR ACCOUNTING USE ONLY:**

16  
17 ORG No.: 56302081  
18 Account No.: 7295  
19 Requisition No.: 5631810038

20 By:   
Deputy

**XI. SCOPE OF WORK – SUBSTANCE USE AND MENTAL HEALTH SERVICES FOR YOUTH INCARCERATED AT THE JJC**

**A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.**

The County of Fresno on behalf of the Department of Behavioral Health Contracts Division – Substance Use Disorder Services (DBH-SUD Services) is requesting proposals from qualified Drug Medi-Cal (DMC) certified vendors that have an established treatment service history, to provide a range of evidence-based substance use disorder and mental health treatment and recovery services to adolescents involved with the juvenile justice system or incarcerated at the Probation Department's Juvenile Justice Campus (JJC). MHS meets the County's need for a provider who possesses the ability to provide evidence-based, clinically proven, and cost-effective services to residents of Fresno County. As the current successful provider of Juvenile Drug Court (SOW IIA), MHS Floyd Farrow SAU at Fresno's Juvenile Detention Facility (SOW IIB), and PROPs (SOW IIC) program, MHS demonstrates the required experience to deliver.

MHS has maintained ongoing involvement in work groups and is informed and participating in Fresno County's election to opt in to the California Drug Medi-Cal Organized Delivery System (DMC-ODS) Waiver. As such, we are well prepared for testing of the new paradigm for the organized delivery of health care services for Medicaid eligible individuals with a SUD diagnosis. Few agencies are better equipped to meet the required need to provide a continuum of services to all eligible beneficiaries that is modeled after Adolescent American Society of Addiction Medicine (ASAM) Criteria. MHS has extensive clinical experience and offers a comprehensive array of services. We are able to be a strong partner as part of the resulting continuum, as well as to provide unparalleled services to eligible participants according to the plan developed by DBH. Further, MHS holds strong collaborative partnerships with Fresno providers across such a continuum.

As the current service provider, our community-based Juvenile Drug Court (JDC) and PROPs SUD services are currently Drug Medi-Cal certified, licensed by DHCS at our Family and Youth Alternatives site (FYA), and are ready for implementation without any interruption of services. The services rendered at our Floyd Farrow SAU program onsite at the Juvenile Justice Campus (JJC) are delivered in compliance with California Code of Regulations (CCR) Title 22 DMC regulations, apart from Medical Director roles and responsibilities.

Our current Juvenile Drug Court program (SOW IIA) JJC Floyd Farrow SAU program (SOW IIB), and Post Release Out Program services (SOW IIC) are prepared to continue our consistent adherence to DBH's Guiding Principles of Care Delivery and Youth Treatment Guidelines.

Based on the concept that discharge and community reintegration planning begins at admission, in-custody treatment services are designed to help adolescents build and internalize skill sets that will sustain their commitment to sobriety and emotional and behavioral stability during and after the transition phase. MHS' experience serving adolescents and families

at Floyd Farrow Substance Abuse Unit (FFSAU) since 2000, Family and Youth Alternatives program since 2003 and in the New Horizon's program since 2009 has provided a comprehensive understanding of the challenges unique to Fresno and its surrounding rural communities. Cultural norms and traditions put increased pressure on youth as they begin to sort out their identity, orientation, confidence, and self-esteem. Such cultural issues may further complicate the adolescent's response to and participation in treatment and, as such, Program staff members are experienced in serving adolescents and families from a wide range of ethnic, cultural and socioeconomic backgrounds.

The design of the proposed MHS Juvenile Justice in-custody and outpatient programs is a continuum of care designed to meet each client's unique needs throughout the course of treatment. The continuum of care is based on evidence-based, best-practice research, literature review, model programs, and MHS' experience in providing similar services to youth and families in Fresno and other counties. Research indicates that:

- Effectiveness is related to patient/client factors, such as severity of dependence and psychiatric symptoms, social supports, and motivation.
- Program completion is determined by the adolescents' and families' ability to manage the presenting problem appropriately, not by days or hours in treatment.

Better outcomes result from early intervention in the substance abuse cycle, a range and intensity of services, and a flexible approach to individualized treatment. The services, outlined in detail herein, and currently being provided by MHS are grounded in research and years of experience in a multitude of settings. Over time, MHS has developed and implemented evidence-based, results-driven treatment and relapse prevention concepts that successfully help youth and families achieve stable, healthy, drug-free and crime-free lifestyles. Adolescents and their families participate in an integrated, collaborative continuum of care model that is culturally competent, gender responsive, and focused on assisting the adolescent and family members to develop the skills and resources necessary for successful community reintegration.

MHS understands the importance of addressing the life domains in a comprehensive treatment program. Our programs provide welcoming, accessible, integrated, continuous, and comprehensive services, including often marginalized individuals with co-occurring disorders. In order to ensure the success of participating youth, our programs focus on utilizing behavioral interventions to reach treatment goals. By following clients from incarceration to post release, MHS is able to work with the youth in a variety of settings and meet the unique needs clients present within each setting.

At the core of our programs is the belief that minors in the program can, with additional skills, values, insight and resources, reintegrate into their communities with greater stability and success. Engaging adolescents and families in treatment and relapse prevention, and keeping families involved in supportive roles, can be particularly challenging but is

critical for success. The proposed design strives to help them develop the social, educational, vocational, financial, and pro-social supports required to keep youth in their homes and/or communities.

As the incumbent of the current Juvenile Drug Court Services in Fresno County, MHS is proposing to continue to provide said services by providing mental health counseling, intensive case management, intervention, drug testing, and liaison services that address alcohol and other drug problems of juvenile participants.

MHS will continue to provide family-centered, strength based and culturally appropriate services for youth and their families in an effort to address all barriers affecting the youth's success. MHS is proud of the significant role it has played in the development, implementation and mission of the Fresno Juvenile Drug Court. As an agency an integral part of our mission is to change the lens through which challenged youth are often viewed. We strive to engender hope and success and assimilation of life changing skills. Our programs are based on a comprehensive understanding of the target population, evidence-based and best practices and the community we work within. Having more than three decades of experience working with youth and their families, MHS understands that success depends on collaboration, innovation, specialized knowledge, family engagement and education:

- Collaboration with Community Partners. MHS understands that staff must work with a variety of partners to help youth turn their lives around. In addition to working with probation, Superior Court, the District Attorney, and the public defender, MHS will continue to partner with other treatment providers, school representatives, teen centers, faith-based organizations, transportation companies, local businesses, local police and any other community organization that could make a positive impact on each youth's life. This collaboration is absolutely essential to the success of the program and its enrolled youth. It helps the youth develop a support system outside of our program, which in turn provides the youth with additional confidence and resiliency to address life challenges after graduating.
- Innovation. MHS has been successfully helping people for 40 years because of our ongoing effort to be innovative and visionary with treatment strategies. One example of our commitment to innovation is the company-wide incorporation of MI; this is a goal-directed, participant-centered counseling style that elicits behavior change through helping clients explore and resolve ambivalence. MHS currently has several (Motivational Interviewing Network of Trainers) MiNT Certified trainers, offering extensive training opportunities for all MHS staff within California. Staff members are trained to facilitate expression of both sides of the ambivalence and guide the participant toward an acceptable resolution that triggers change. MI stimulates behavior change by engaging the participant to identify and mobilize his or her own intrinsic values and goals. The end result is that the client is proactive in changing his/her life instead of being pushed to make changes for which they are not ready (Rollnick and Miller, 1995). In addition, MI assists families in connecting to and engaging with the program and treatment process which adds overall success

for the client. MHS remains committed to pursuing and implementing innovative approaches as a means of enhancing quality service delivery.

- Specialized Knowledge. Within our organization, MHS provides an array of service deliveries and continuum of care for teen recovery. From providing drug testing to case management to substance abuse treatment and a foundational focus on co-occurring disorders, MHS has specialized knowledge and understanding of teen recovery issues. We hire staff with both educational accomplishments and personal accomplishments of recovery so that our team can successfully help youth struggling with and facing the challenges of addiction. We are also committed to providing culturally appropriate services from diverse staff.
- Family Engagement. In any youth program, it is critical to engage the family whenever possible. MHS' staff are trained to go above and beyond to connect with family members. MHS recognizes the critical importance and benefit of having family/caretaker voice integrated throughout the Drug Court process. Staff communicate weekly by serving as liaison between the family and probation/court, develop relationships with family members who show interest, serve as mentors and family support partners, provide crisis management, help educate families on co-dependency and drug use, and involve them in family activities such as potluck events, field trips and special activities.  
  
In addition, MHS has made significant changes over the years that have helped to shift the typical view of the treatment services as an extension of law enforcement to that of a mentoring role for youth and their families. MHS has incorporated strength-based and family-centered techniques for engaging the family and serving more as a mentor and liaison between the youth and his/her parents, treatment providers, Drug Court, Probation, law enforcement, etc. MHS employees serve as a resource and coach to help the participant and his/her family achieve their self-directed goals. This has further led to the success of really engaging the participants and their families.
- Education. MHS' programs have a sophisticated understanding and experience in providing education to both our collaborators/partners and families. We afford educational opportunities to the Superior Court, Probation, Public Defenders and District Attorney and families/caretakers on multiple aspects of the recovery process including teen substance abuse, disease process, codependency, drug testing and psychopharmacology. In addition, families are provided with consultation and education throughout the juvenile's tenure through the three elements of Fresno County Juvenile Drug Court: 12 months of outpatient services through the JDC program, 6 months of intensive inpatient services through the FFSAU program, and 6 months of continued outpatient services following FFSAU and through PROPS.

MHS has been successfully operating the Fresno JDC program since 2000. We are proud of the following accomplishments which we feel set us apart from other providers:

- Strong and Experienced Partnerships/Collaborations. MHS has strong working relationships with current Probation, Superior Court and law enforcement staff. We have worked with these team members for five years as part of the JDC and for nineteen years as an organization. These long-term relationships have led to the creation of a strong culture of trust that enhances our service delivery, collaboration and partnership
- Drug Court Advocacy. When faced with Federal funding cuts, MHS collaborated with Probation and the Superior Court in conjunction with the National Association of Drug Court Professionals to successfully lobby Washington for money. Nationally, drug courts were at risk of losing \$45 million, and our collaborative lobbying effort was successful at sustaining the current level of funding.
- State and National Recognition. MHS San Diego JDC Program was recognized as a model for Juvenile Drug Courts by the California Association of Drug Court Professionals. As a result, our youth and San Francisco Drug Court's youth were asked to participate in a panel discussion at CADCP Annual Conference.
- Experienced and Innovative Service Delivery and Model Development. MHS offers extensive expertise working with the Juvenile Justice System and takes an active role in the court proceedings which is uncommon to many case management programs. While staff members provide case management and drug testing services, they also take an active role in every aspect of the minor's movement through the Drug Court System, including consult and advisement to Superior Court Judges, District Attorney's and Public Defenders in closed and open Courts.
- Employee Recognition. Susan Murdock, MHS Program Manager of the respective Juvenile Justice programs, received a Resolution from Fresno County Board of Supervisors for her excellent service and dedication to the youth in the juvenile justice system. Two MHS SUD Counselors were awarded certificates of appreciation for their outstanding service to Fresno's Juvenile Drug Court by the Probation Department.

MHS is committed to continuing to work with the Fresno County Juvenile Drug Court, as well as custody staff, probation, families and communities to address funding changes found in the current RFP, and resulting staffing changes, while still providing the highest quality and standard of service delivery. MHS will provide the following services per the three elements of Fresno County Juvenile Drug Court System, which include 6 months of outpatient services through the JDC program, 6 months of intensive inpatient services through the FFSAU program, and 6 months of continued outpatient services following FFSAU through PROPS:

- |  |  |
|--|--|
| ✓ Orientation, Intake and Assessment         | ✓ Treatment & Recovery Plan Development and Implementation   |
| ✓ Scheduling Services for Youth and Families | ✓ Referrals to Appropriate and Accessible Ancillary Services |
| ✓ Incentive Programs                         | ✓ Case Management  |
| ✓ Random Drug Testing and Reporting          | ✓ Data Collection, Entry, and Reporting                      |
| ✓ Reporting to the JDC and Probation         | ✓ Representation and Participation at Program Meetings       |
| ✓ Drug Education                             | ✓ Discharge Planning and Program Exit Conference             |

- ✓ Treatment Team Meetings
- ✓ Transportation Assistance
- ✓ Family Support, Consultation and Education
- ✓ Sober pro-social activities and training

We are motivated by the outcomes of our services. Those outcomes are most clearly conveyed through young lives changed—forever altered—as a result of program services. The words of the following MHS Floyd Farrow SAU program graduate reflects this potential. The following was excerpted from the former SAU client's letter of support, which can be found in its entirety in Reports section B:

*"I started drinking and experimenting with drugs at around the age of 12...Drugs and alcohol were an escape for me...at 16, I met a 23-year-old man. I thought I knew what love was. I wanted to impress him. He drank, I drank. He did meth, I did meth. I became homeless by choice. I completely gave into drug culture. During that year and a half, 5 people I knew died, one of them in front of me. By that time, I was an IV drug user...I was sentenced to the SAU as well as probation. To say I was challenging would be generous. I wrote letters expressing outrage. I was disrespectful. I was angry. I was hurt. I was afraid. But I was not alone. The staff at SAU were able to take all those emotions I had, and they were able to help me and my family heal. They gave me structure, they gave me acceptance, they gave me safety, they taught me to be accountable...15 years ago, I was a homeless teenage drug addict and was killing myself slowly. Today I am a Licensed Clinical Social Worker and Accredited Case Manager. I teach Social Work part time at Fresno State. I am also a small business owner and provide quality and affordable low-income housing through my rental property company. I continue to stay actively involved in a group program that supports my sobriety. Most importantly, I have a beautiful family life. I have been married to my husband for 7 years. We met my senior of my bachelor's degree and have been deeply in love ever since. That love has produced a wonderful 6-year-old little boy who is the light of my life...How do you thank a group of people for your life? Words are not enough. But I hope that the way I have lived my life since they changed it has in some way demonstrated the deep gratitude I feel."*

The caliber of services and staff that lead to outcomes such as these are both the essence of what MHS proposes and of the passion that fuels our mission.

MHS is responding to Fresno County Department of Behavioral Health Contracts Division (DBH), Substance Use Disorder Services (DBH-SUD Services) Division's request from qualified organizations that have an established treatment service history, to provide a range of evidence-based substance use disorder and mental health treatment and recovery services to adolescents who have been adjudicated for drug and/or alcohol offenses or for other delinquency offenses throughout Fresno County. MHS is prepared to provide services to adolescents and their families referred by the Fresno County Juvenile Justice System for the following services:

- SOW II.A: Juvenile Drug Court Services (10-20 clients per month);
- SOW II.B: Juvenile Justice Campus In-Custody (Co-occurring – Substance Abuse and Mental Health Services) (40 beds; 30 male; 10 female)
- SOW II.C: Post Release Outpatient - PROPS (10-20 clients per month)

The population to be served for Juvenile Drug Court (JDC) are adolescents and their families referred by the Fresno Juvenile Drug Court. These youth are between 14 years and 17 years of age and they have been adjudicated for drug and/or alcohol offenses or for other delinquency offenses if the youth has significant drug and alcohol issues (or if the use of drugs and/or alcohol was involved in the offenses). Youth who are eligible for JDC services must complete a drug and alcohol evaluation and are assessed using ASAM PPC II Criteria.

The population served at the Juvenile Justice Campus are between the ages of 14 and 18 and are referred by the Fresno County Courts and Probation Department and placed in the SAU. These youth are placed by Fresno County Delinquency Court into the program and the Court has the sole discretion to modify the eligibility criteria. The JJC-SAU's clients have a primary diagnosis of substance use disorder and some have co-occurring mental health issues.

The population served by the Post Release Outpatient Program Services (PROPS) are Fresno County adolescents who have been discharged from the JJC SAU programs. Their services are provided in accordance with Drug Medi-Cal Standards and Youth Treatment Guidelines. These youth have been deemed in need of community reentry monitoring and outpatient activity with self-help groups, ancillary service referrals, vocational/employment assistance, family, relapse prevention skills and other areas of self-improvement.

The three programs addressed herein will address the full range of complex issues impacting youth with co-occurring substance abuse and mental health issues in a family-focused continuum of care. The goal of services is for adolescents to become drug free – crime free productive members of their community, with the active engagement and support of family and friends.

Any meaningful understanding of the project requires an understanding of the target population. The average age of the youth served in the JJC programs is 15 to 17 years old. Most of the youth are from a single parent household and are behind in school. Their most common drugs of choice are Marijuana and Methamphetamine.

The current racial demographics of the Juvenile Justice Campus treatment units are as follows: Females in the JJC program units are currently: 31.25% Black/African American, 62.5% Hispanic/Latina, 6.25% White. Males in the JJC program units are currently: 0.79% Native American/Alaskan; 25.98% Black/African American; 0.79% Hawaiian; 60.63% Hispanic/Latino; 0.79% Other; 11.02% White. These numbers indicate that minorities are disproportionately represented, which is common in correctional facilities throughout the criminal justice system. One such reason given is higher poverty

rates within minority populations, as poverty has been linked to increase in crime. Not only does research show high-poverty neighborhoods are often characterized by high crime rates, it also results in low educational attainment rates, and high unemployment.

Using data from the U.S. Census Bureau, 24/7 Wall St. compared the percentage point change in concentrated poverty rates in U.S. metro areas between 2010 and 2016 to identify the cities where concentrated poverty is increasing most. The cities on this list span the United States geographically, from the West Coast to the East and from the South to the Midwest. Between 2010-2016, the share of Fresno's extremely poor residents living in high poverty neighborhoods increased by 12.8 percentage points since 2010, the second largest increase of any metro area. As a result, the metro area's 42.2% concentrated poverty rate is the highest of any metro area in the country. Further, in that timeframe there was a 66% increase in what are classified as poor neighborhoods in Fresno. Again, this is relevant because high poverty areas are at increased risk of a high incidence of crime. Fresno's high concentrated poverty rate may largely explain the city's high violent crime rate, which impacts the County's youth. In fact, the Department of Justice reported that persons ages 12 to 17 had the highest prevalence of violence of all age groups. There were 613 violent crimes for every 100,000 Fresno metro area residents in 2016, well above the U.S. violent crime rate of 384 per 100,000. The 24/7 Wall St.'s report indicates that presently an individual is safer in 93% of all U.S. cities.

These facts impact the troubling statistics related to Fresno's youth: One study examined youth populations as of Dec. 31 2017 for each U.S. county per 100,000 youth age 10-17. The rate of juvenile felony arrests shown according to the size of the county's juvenile justice population relative to its total youth population reveals that there are 542 Juvenile felony arrests per 100,000 Fresno youth ages 10-17, while the number for California as whole was 78 Juvenile felony arrests per 100,000 youth ages 10-17. In addition to these numbers, Fresno County's teen birth rate is higher than 90% of counties statewide; and Fresno is reported to have high rates of gang involvement (Fresno County has 238 Active Gangs and 20,750 Gang Members, and the trend in gang activity is increasing)<sup>1</sup>

In addition to the problematic demographic issues described above, the adolescents and families we treat in our Fresno juvenile justice services present with multiple problems only complicated by co-occurring disorders. Many of these adolescents and families have experienced neglect, physical and sexual abuse, multi-generational gang involvement, and have generational histories of substance abuse and co-occurring mental health disorders. They also have problems in school, poor social skills, poor impulse control, and family dysfunction. Many of these youth are living in chaotic family situations or have been removed from their homes; have failed multiple placements; and many have family members who

<sup>1</sup> [http://insideprison.com/regional\\_gang\\_activity\\_county.asp?ID=178](http://insideprison.com/regional_gang_activity_county.asp?ID=178)

are incarcerated. In addition, some youth in Fresno's juvenile justice system represent the third generation of family gang involvement. These youth and their families have some of the highest levels of unmet needs, but normally have fewer resources to meet these needs. Their socio-economic status, culture, language, isolation, and family situations are significant risk factors that exacerbate the symptoms of their substance abuse and co-occurring mental health disorders. In addition, undiagnosed and untreated mental illness and/or co-occurring substance abuse in the parent can create additional problems when treating youth.

MHS has been successful in overcoming many of the issues associated with a project of this scope. The overarching goal of every MHS program, whether focused on mental health, substance abuse, or co-occurring disorders, is to improve lives and instill hope by using innovative treatment strategies while respecting time-proven methods of intervention. The collaboration of services between MHS and county, state and federal agencies is at the core of our success.

Our rigorously trained program staff are knowledgeable in the diagnostic criteria for substance use disorders and treatment approaches for this population and will be sensitive to the factors that impact youth in recovery including developmental age and issues, environmental considerations, differences in cultural and ethnic values, stage of readiness to change, family dynamics, and co-occurring disorders. Staff knowledge extends to an understanding that the majority of youth involved with the juvenile justice system have experienced traumatic events, with at least 75% having experienced traumatic victimization (Sprague, 2008). A recent study of youth in detention found that over 90% had experienced at least one trauma, 84% experienced more than one trauma, and over 55% reported being exposed to trauma six or more times (Abram et al., 2013).

Traumatic events can have profound effects on emotional and mental well-being, how one relates to others, how an individual acts and a person's overall health. This is substantiated by the 2010 Adverse Childhood Experiences (ACE) Study (an observational study of the relationship between trauma in early childhood and morbidity, disability, and mortality in the United States), which demonstrated that trauma is associated with lifelong problems in behavioral health and general health. Society is just beginning to grasp the extent of trauma and its toll: Severe trauma in early childhood affects all areas of development, including cognitive, social, emotional, physical, psychological and moral, and its effects last long into adulthood. The pervasive negative effects of early trauma result in significantly higher levels of behavioral and emotional problems. Children exposed to early trauma due to abuse or neglect lag behind in school readiness, school performance, and they have diminished cognitive abilities coupled with a greater risk of going on to develop substance problems, health problems and serious mental health disorders. Trauma can affect the developing brain, the body, and alter the body's stress response mechanisms.

MHS understands that victims and their families can be paralyzed by feelings of shame, guilt, rage, depression, isolation and disconnection. There can be guilt in the family for not protecting a child from trauma or for not being able to provide a safer community for one's children. Society is just beginning to deal with trauma and finding new ways of healing its wounds. Overcoming family shame that can prevent parents from seeking help for their children who are trauma survivors is a critical step. Providing family focused care to provide the family with the needed support, education, skills and tools is the approach that MHS Juvenile Justice programs provide. In view of these realities, MHS Juvenile Justice programs screen for trauma and offer trauma informed care in every aspect of treatment services.

#### **JUVENILE DRUG COURT (SOW II.A)**

MHS proposes to continue to incorporate the following interventions in the Juvenile Drug Court services provided through Family and Youth Alternatives program; combining family-centered services that are strength based. These services also recognize that the youth and family are part of a larger system and likely have needs other than substance abuse or mental health that may impact their progress in treatment if not addressed. MHS staff will partner with the youth and family to develop and implement a structured program that addresses academic, social, emotional, psychological, substance abuse, and socio-economic needs. Collaborative development of the Treatment Plan will guide the selection of appropriate treatment services. The Juvenile Drug Court is consulted with any recommended changes in treatment plans. (SOW II.A.2.b) The program includes attendance of frequent progress reviews with the judge (SOW II.A.2.c)

**Interventions:** Treatment components will include process and community groups, psycho-education, individual counseling, individual therapy, family counseling, multi-family group sessions, case management, and discharge planning. Specialized groups may include process groups on the topics of: SUD education, Anger Management, Life Skills, Recreation Therapy, Art Therapy, Gender specific activities, Support groups, and additional groups as indicated by court orders and for client population demographics.

**Urinalysis (UA) Drug Testing and Reporting:** Drug testing and reporting will address issues of reducing the use and incidence of substance abuse. Mandatory UA testing has been and is proposed to continue to be an important part of treatment services. Results are recorded and shared within the treatment team as needed and ordered by the Juvenile Drug Court to measure the overall effectiveness of the treatment services. MHS outpatient program incorporates a UA testing hotline that clients call on a daily basis to ensure random testing for our clients.

**JDC Levels and Phases:** As youth progress through the treatment program they learn pro-social roles and adaptive skills. Youth are exposed to new roles as they learn to hold each other accountable and provide peer support in groups. The Juvenile Drug Court's Social Learning model promotes the character values that will include Trustworthiness, Respect, Caring, Citizenship, Responsibility, and Fairness. The goal is to provide a safe, sober, supportive and positively structured

environment for adolescents to work a program of recovery in all areas of life, including school, work, home, social relationships, leisure and play, promoting personal responsibility for one's own behaviors. The program presents treatment activities in levels and phases, structured in logical progression from orientation through graduation and discharge.

- **Phase One:** During this time, clients continue to become familiar with the Juvenile Drug Court program and expectations. Clients in this phase attend treatment groups three times a week for 90 minutes as well as AIM group once a week for 60 minutes, in addition to any Intake and Assessment, Treatment Planning, Crisis Intervention, and Collateral Services as needed and averaging 60 minutes a session. Additionally, clients and adult family members meet bi-weekly for 60-minute Parent Advisory groups. Youth must complete 60 days sober to obtain Phase Two. Other conditions affecting promotion are UA, substance use, daily group attendance and participation according to "Character Counts" pillars, Adolescents in Motion (AIM) group attendance and participation, school attendance and participation, and attending court appointments.
- **Phase Two:** During this time, clients continue to become acclimated to the program and treatment process. Clients in this phase attend treatment groups twice a week for 90 minutes as well as AIM group once a week for 60 minutes, in addition to any Intake and Assessment, Treatment Planning, Crisis Intervention, and Collateral Services as needed and averaging 60 minutes a session. Additionally, clients and adult family members meet bi-weekly for 60-minute Parent Advisory groups. Youth must complete 60 days sober to obtain Phase Three. Other conditions affecting promotion are UA, substance use, daily group attendance and participation according to "Character Counts" pillars, AIM group attendance and participation, school attendance and participation, and attending court appointments.
- **Phase Three:** During this time, clients actively engage in program activities and the treatment process. Clients in this phase attend treatment groups once a week for 90 minutes as well as AIM group bi-weekly for 60 minutes, in addition to any Intake and Assessment, Treatment Planning, Crisis Intervention, and Collateral Services as needed and averaging 60 minutes a session. Additionally, clients and adult family members meet bi-weekly for 60-minute Parent Advisory groups. Youth must complete 60 days sober meeting their treatment plan goals to reach Phase 4. Other conditions affecting promotion are UA, daily group attendance and participation according to "Character Counts", attendance and participation in AIM group, school, and court appointments.

**Process Groups:** Clients process how they are feeling, their personal struggles with relapse, triggers, and issues they want to share with the group to receive feedback. With a group size of 2 to 12 youth, process groups allow youth to share their experience, receive feedback from multiple perspectives, and witness peers in recovery. Process Groups are a powerful tool used in substance abuse treatment that assists reducing isolation, building a positive peer support system, and motivating youth to achieve the same success they see their peers achieving.

**Psycho-educational Groups:** The program consists of SUD education groups and process groups. An effective adolescent SUD program must address four principal areas: 1) symptoms and patterns of behavior common to all addictive diseases; 2) issues specific to adolescents; 3) unique issues directly related to culture or ethnicity; and 4) issues related to family dynamics. The program's Educational Component addresses issues using age-appropriate methods that educate youth in a manner relevant to their lives. Exercises from the curriculum workbook are incorporated in adolescent groups. The curriculum currently in use is available for review upon request.

The curriculum workbooks, "Matrix Model for Teens," combine years of experience between two organizations, the Hazelden Foundation and the Minnesota Department of Corrections. The cognitive-behavioral treatment curriculum maps a life of recovery and freedom for chemically dependent offenders. Assignments are step by step through intake and orientation, criminal and addictive thinking, drug and alcohol education, socialization, relapse prevention, and release and reintegration preparation. The curriculum is designed to help clients see how thought processes lock in destructive behaviors, recognize links between addiction and criminal activity, develop healthier ways of relating to others, and learn to keep recovery strong. They are incorporated into treatment plans based on the individual's strengths, and supported through workbook study groups, peer discussions, school activities, individual check-ins with counselors, and a self-monitored system to encourage individual responsibility. Workbook completion is part of the program requirements for successful graduation and serves as a concrete, visual measurement for clients and an outcome measurement tool for the program.

**Individual Counseling:** Individual substance abuse counseling is available to Juvenile Drug Court youth for Intake and Assessment, Treatment Planning, Crisis Intervention, and Collateral Services as needed and averages 60 minutes a session. The youth is encouraged to discuss recovery related issues in the group and community meetings to fully benefit from the therapeutic community. However, some youth may find certain issues too sensitive or emotionally overwhelming to divulge to the community but may be able to effectively work on these problems through individual counseling.

**Family Counseling Groups:** Family group substance abuse counseling is provided bi-weekly in a multi-family group setting. During the initial phase of the program families are informed of the support group and encouraged to participate. Any family member can speak with the substance abuse counselor at any time.

**Family Group Psycho-Educational Sessions:** Focus on prevention topics and allow families to share experiences. Many families fear talking about "family secrets." Some "secrets" include other members using drugs, violence in the home, financial struggles, judicial problems, and fears of losing their children. The group is designed to allow members to speak freely and fosters mutual identification of possible solutions to common problems. Issues, such as abuse and domestic violence, are referred for further assistance to appropriate resources. Family members are asked to sign information release

forms when using outside resources, to allow communication between agencies and maximize support for the clients and avoid duplication of services.

**Self-Help Group Participation (12-Step Programs):** Twelve-Step meetings are an important adjunct support system and a requirement of each treatment plan. Clients learn about the program via workbooks and guest speakers sharing their experiences, strength, and hope. Many youth report a reluctance to attend outside meetings so this helps to familiarize them and experience the positive benefits.

Fresno County Juvenile Delinquency Court has historically funded and maintained an "Adolescents In Motion" (AIM) group which has been supported and co-located at Family Youth and Alternatives through a Memorandum of Understanding. The AIM group has been a critical element of Juvenile Drug Court and mandatory attendance has been part of the Judge's orders and required collaborative reporting. The AIM group is currently facilitated twice weekly for 60 minutes to accommodate one mandatory attendance per week for those youth ordered to Juvenile Drug Court and in consideration of group size limits. The AIM group will continue to be court ordered as part of the Juvenile Drug Court program.

**Education:** Most youth in the Juvenile Drug Court have histories of academic failure that increases their risk of substance abuse, delinquency, and violence. In most cases the reason for failure is not for lack of ability, but rather the experience of failure itself. MHS believes that every youth can be successful and will work with the youth and educational system to ensure success. During the youth's time in the program this may mean coordinating referrals for specialized tutoring, developing incentive programs, advocating for diagnostic educational assessment for learning disabilities, or inviting teachers to be part of the treatment team. Academic success is a key predictor for maintaining a drug and crime free life and, as such, is a key component of the youth's discharge and outpatient treatment plan. The SUD counselor will coordinate school placement at discharge, arrange mentoring/tutoring, and other support services as necessary.

**Discharge Plan:** Discharge planning begins at intake and is revised during the treatment phase with input from the treatment team. The discharge plan will recommend the level of care required; describe SUD outpatient care, mental health follow-up, educational and/or vocational plan, and necessary services and referrals for the family to support recovery.

**Case Management:** The certified SUD counselor has been responsible to provide case management services for the program youth and their families. This includes coordination of services from various agencies, collaboration on discharge planning to ensure youth and family have a complete and appropriate plan, access to outpatient services that address language and cultural needs and identify barriers to obtaining services.

**SUD-Free Recreational and Pro-Social Activities:** Drug-free, organized, interactive social and recreational activities are a key feature and are built into the program structure. Such activities help the participants that they can have fun without the influence of substances. Progress is monitored and documented by the counselor. Supervised activities may

include basketball, flag football, baseball, aerobics, and yoga, and social events such as holiday celebrations. The program will seek volunteers to demonstrate various sport and recreational opportunities, such as music, dance, yoga, meditation, sports, makeup and fashion skills, camping, hiking, and backpacking. Youth are encouraged to attend sober and clean social and recreational events during all phases of treatment.

**Sanctions:** All youth and families voluntarily agree to participate in the Juvenile Drug Court and state their understanding that to continue to participate in the program, compliance with program requirements is necessary. While each situation is considered on a case-by-case basis and all program staff endeavor to make reasonable accommodations, the Judge reserves the right to impose sanctions on the youth for not meeting program requirements. MHS proposes to continue to support the Judge imposed sanctions which range from community service hours, to flash incarceration of 1-30 days, phase demotion, and removal from the Juvenile Drug Court with recommendation for referral to Floyd Farrow Substance Abuse Unit or other appropriate services.

#### **IN-CUSTODY SUBSTANCE ABUSE UNIT (SAU) (SOW II.A):**

MHS proposes implementation of a streamlined organization of evidence-based models and services within the Substance Abuse Unit, identifying and continuing to utilize the wealth of effective facets of the current program within the framework of more robust evidence-based models. The selected models inherently integrate those evidence-based practices that are successfully being used at the program.

Youth within the U.S. juvenile justice system are among the most traumatized, therefore is a need for trauma sensitive treatment to address the mental health needs of traumatized, delinquent youth and prevent re-traumatization within the juvenile justice system. As such, MHS' Floyd Farrow Substance Abuse Unit (FFSAU) will implement dialectical behavior therapy (DBT) to meet the needs of the target population.

DBT is a promising treatment for juvenile delinquents with trauma histories. DBT for Juvenile Justice involved youth supports rehabilitation through the mechanism of mindfulness by targeting post-traumatic stress reactions, which in turn may reduce anti-social behaviors. Through decreased experiential avoidance and enhanced emotional regulation skills, our program youth can learn life-long skills that lead to improved social relationships, long-term behavioral change, and ultimately the likelihood of reduced recidivism.

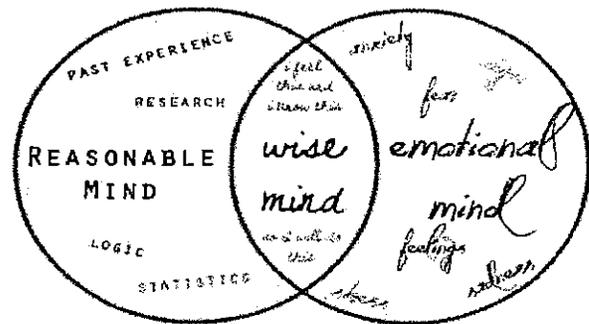
DBT itself is a specific type of cognitive-behavioral therapy. The central dialectic within DBT is to balance acceptance of the person exactly as s/he is in this moment with intense efforts to change the person's life to increase adaptive functioning and decrease maladaptive behavior. The overarching goal of treatment with DBT is to help individuals develop, as its founder, Dr. Marsha Linehan would say, "a life worth living."

DBT has four major components:

- Weekly individual (one-to-one) therapy
- Weekly skills-training sessions, usually in the form of groups
- As-needed consultation between client and therapist outside of sessions
- Weekly therapist consultation meeting in which DBT therapists meet to discuss their DBT cases

The content of the therapy session generally revolves around targeting a high-priority event that occurred within the past week, helping the youth identify all the factors that led up to and followed the event (via a process called behavioral analysis) and then determining and practicing new ways of responding in the similar situations. The skills-training component of DBT involves teaching the youth specific skills designed to help improve their life in four major areas: mindfulness, emotion regulation, interpersonal effectiveness, and distress tolerance. Therapists make themselves available between sessions for consultation to help youth apply new skills to prevent the use of problematic behaviors. Finally, the weekly treatment/consultation team is designed to help therapists get the support they need, as well as increase their motivation and adherence to DBT principles.

The central concept of DBT is mindfulness, which means being in the present, being aware of what is happening and what you are doing, observing what is going on, participating fully in what is going on around you. It is a skill that is practiced and learned throughout DBT, little by little. The three primary states are: 1) Reasonable Mind: When a person uses Reasonable Mind



they approach things intellectually, thinking logically, planning behavior, paying attention to empirical facts (facts that can be observed or measured or counted), focusing their attention, and when they are not emotional in their approaches to solving problems. 2) Emotional Mind: When a person is in Emotional Mind their thinking and behavior are controlled primarily by their emotions. It is difficult to think and plan, facts can be distorted or exaggerated or seem more important than is so, thoughts and behaviors tend to match the intensity of the often-irrational feelings. 3) Wise Mind is the integration of Reasonable Mind and Emotional Mind. When they come together, they create something bigger than either of them separately. There is room for intuition, as a sense of "knowing" what is right, some people feel this in their body (head, heart, stomach) and just know something is right, whether it's the right thing to do or the right way for things to be. Intuition can let a person know what's right without thinking about it, without knowing it intellectually, just feeling it. DBT provides a way for youth to achieve a greater level of wellness and gain the tools to react in a balanced manner.

Though originally developed for individuals who suffered from borderline personality disorder, DBT has been adapted to treat self-injurious behavior in adolescents and substance use problems. Applying use of DBT in the case where

substance abuse is the highest order DBT target within the category of behaviors that interfere with quality of life. DBT's substance-abuse-specific behavioral targets include:

- Learning to avoid opportunities and cues to abuse, for example by burning bridges to persons, places, and things associated with drug abuse.
- Reducing behaviors conducive to drug abuse, such as momentarily giving up the goal to get off drugs and instead functioning as if the use of drugs cannot be avoided.
- Increasing community reinforcement of healthy behaviors, such as fostering the development of new friends, rekindling old friendships, pursuing social/vocational activities, and seeking environments that support abstinence and punish behaviors related to drug abuse (this is the point in which Social Learning naturally integrates with DBT).

It is important to note that the reason DBT has been adapted for those different disorders is because each of these conditions is theorized to be associated with problems that stem from maladaptive efforts to control intense, negative emotions. Coupled with its being trauma-informed, CBT intervention, and conducive to integration with a Social Learning model (to be discussed below), DBT is uniquely well-suited for use in the SAU program.

Social Learning suggests that addiction is rooted in the way we observe and learn from our peers and role models. Treatment based on this theory can help you to break out of negative thought and behavioral patterns. Sadly, we don't just learn from the positive influences of people whom we admire—negative influences throughout our lives have the capacity to shape us too. A person's observations and expectations of other's experiences with drugs and alcohol can influence the way that person views and uses these substances. Human nature is to learn by example. The social learning theory explains how social observations alter attitudes and behaviors in a way which could make an individual more vulnerable to addiction. Social learning theory asserts that humans can learn by watching another person, not just from her or his own experiences. Behaviors, thought processes, and even emotional reactions are developed from these observations. While this type of learning can be empowering and even protective, no one is immune to the bad influences in their lives. According to UMASS Lowell, Social Learning impacts individuals in the following ways:

**Self-Regulation:** Attitudes, beliefs, expectations, and perceptions of circumstances shape how a person relates this or her environment to his or her behaviors. An individual's understanding of this relationship alters how the person self-regulates his or her future behaviors.

**Modeling:** Youth (indeed all humans) learn and make decisions based on what they see their peers or role models doing. This happens by:

- **Acquisition:** People are far more likely to use substances if they see someone doing so.

- **Inhibition or dis-inhibition:** The ability to abstain from using is either built up or weakened by how a person sees other people resisting or giving in to drugs.
- **Response facilitation:** The risk of using goes up when a person sees people around them abusing drugs or alcohol.

**Expectations:** If a person expects positive outcomes or rewards to accompany drinking or using drugs the person is more likely to engage in these risky behaviors.

**Self-Efficacy:** How person views him- or herself and his or her capability to handle certain situations impacts the person's capacity to change or set healthy goals.

Fortunately, treatment can counteract harmful perspectives within the lives of participants. Even though people learn a lot of unhealthy mindsets in childhood, it's also important to stay away from negative influences as adolescents—and adults. If a person is exposed to positive influences and experiences within treatment, they can begin to model their own behaviors in these ways. In view of this, FFSAU and New Horizons Programs help program youth to build better self-efficacy through Social Learning and DBT's integration of the following:

**Cognitive Behavioral Therapy (CBT):** Individual and group CBTs focus primarily on reducing patients' positive expectations about substance use, enhancing their overall self-confidence and self-efficacy to resist substance misuse, and improving their skills in coping with daily life stressors, including relapse-inducing situations.

**Family Counseling:** These sessions help families to resolve conflicts, build solidarity, lend support, and reward each other for abstinence.

**Treatment Community's Support:** These methods encourage abstinence with reward-based incentives and expose participating youth to positive role models.

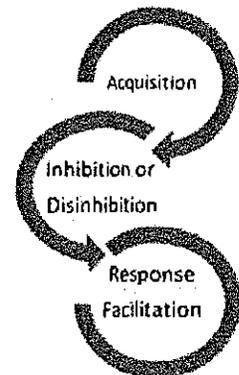
**Motivational Interviewing (MI):** Helps to increase the youth's motivation for and dedication to change.

**Diary Cards:** The introduction of DBT-informed Diary Cards will help guide journaling and provide them with a means for tracking their feelings and behaviors. (Please see Reports section C).

The complementary combination of services is organized to treat the interaction of mental health and substance abuse disorders for adolescents incarcerated in the Fresno County Juvenile Justice Campus. In providing these services we use a team approach, with County Mental Health serving as a key partner.

MHS proposes to continue to incorporate the following interventions in the Floyd Farrow Substance Abuse Unit, combining family-centered services that are strength based and recognizing that the youth and family are part of a larger system and likely have needs other than substance abuse or mental health that may impact their progress in treatment if not addressed. MHS staff will partner with the youth and family do develop and implement a structured program that

## **Modeling**



addresses academic, social, emotional, psychological, substance abuse, and socio-economic needs. Collaborative development of the Treatment Plan will guide the selection of appropriate treatment services:

**Interventions:** Treatment components will include process and community groups, psycho-education, individual counseling, individual therapy, cognitive behavioral therapy, family counseling, multi-family group sessions, case management, and discharge planning. Specialized groups may include process groups on the topics of: SUD education, Anger Management, Life Skills, Recreation Therapy, Art Therapy, Gender specific activities, support groups, and additional groups as indicated by court orders and for client population demographics. Treatment components are further matched with specific and individual needs as identified during the intake, assessment, and evaluation process.

**Urinalysis (UA) Drug Testing and Reporting:** Urinalysis drug testing and reporting is will continue to be provided in collaboration with Fresno County Probation and Fresno County Juvenile Justice Campus as needed to address issues of reducing the use and incidence of substance abuse. Testing concerns will continue to be communicated to the supervising probation officers who arrange for testing and share those reports with program staff as needed.

**In-Custody Program Levels and Phases:** As youth progress through the treatment program they learn pro-social roles and adaptive skills. During orientation, members are exposed to new roles as they learn to hold each other accountable and provide peer support in groups. Each adolescent is assigned tasks in the community, with increasing responsibility as he/she progresses through the program. The Floyd Farrow Substance Abuse Unit Social Learning community promotes the character values of trustworthiness, respect, caring, citizenship, responsibility, and fairness. The goal is to provide a safe, sober, supportive and positively structured environment for adolescents to work a program of recovery in all areas of life, including school, work, home, social relationships, leisure and play, promoting personal responsibility for one's own behaviors. The program presents treatment activities in levels and phases, structured in logical progression from orientation through graduation and discharge.

**Orientation Stage:** Clients first entering Floyd Farrow Substance Abuse Unit start with the Orientation Stage. During this time, they will become familiar with the program, process, and expectations. They will have three (3) group days to complete an Orientation Test and journal assignment. During this time, the clients will be assigned "mentors" from their group who will help them through this stage. After three (3) group days, the group will vote as to whether or not the youth has successfully completed the requirements of Orientation Stage and is ready to progress to Stage I. If the group feels the youth is not ready to progress, they may vote to leave them on Orientation for a specific time or place them on Contract Stage with very clear about the expectations to advance.

- **Stage One:** During this time, clients continue to become familiar with the program and the group process. They continue working with assigned "mentors" from their group who will help them through this stage. Stage One is

summarized best by a former youth participant, "this is when I start to figure out what my problems are and what I can do about fixing them." After (28) days of satisfactory progress, the group will vote as to whether or not the youth has successfully completed the requirements of Stage One and is ready to progress to Stage Two. Other conditions affecting promotion are daily points earned according to "Character Counts" pillars, journal assignments, daily group attendance and participation, school attendance and participation, and avoiding demotions by Fresno County Probation staff for behavior issues. If the group feels the youth is not ready to progress, they may vote to leave them on Stage One for a specific time or place them on Contract Stage with very clear about the expectations to advance.

- Stage Two: During this time, clients are expected to have become familiar with the program and the group process. They continue working with assigned "mentors" from their group who will help them through this stage. Stage Two is summarized best by a former youth participant: "this is when I know what my problems are, and I am making an effort to fix them." After (28) days of satisfactory progress, the group will vote as to whether or not the youth has successfully completed the requirements of Stage Two and is ready to progress to Stage Three. Other conditions affecting promotion are daily points earned according to "Character Counts" pillars, journal assignments, daily group attendance and participation, school attendance and participation, and avoiding demotions by Fresno County Probation staff for behavior issues. If the group feels the youth is not ready to progress, they may vote to leave them on Stage Two for a specific time or place them on Contract Stage.
- Stage Three: At this stage, clients are fully engaged and actively addressing issues and goals as identified on the treatment plan. Due to their experience and familiarization with the program, they begin working in a "Leadership Group" to co-facilitate Community Groups, with assistance from the program staff, as well as being assigned as "mentors" for others in their group to help them through their stages. Stage Three is summarized best by a former youth participant: "this is when I know what my problems are, I have been making an effort to fix them, and I am recognizing personal success." Conditions affecting stage preservation are daily points earned according to "Character Counts" pillars, journal assignments, daily group attendance and participation, school attendance and participation, and avoiding demotions by Fresno County Probation staff for behavior issues. Also, at this stage of progress in the program, youth become eligible to apply for home passes known as "Furloughs" under the supervision and structure of the Fresno County Juvenile Justice Campus. Extra attention and support are provided to the youth and families for reintegration into the family and community structure, especially regarding relapse. Stage Three is a graduating stage and all of the youth who leave the program at this stage do so with successful progress in identifying problem areas, competence at new skills to address concurrent and future problem areas in a sober and socially responsible manner and recognizing personal and family success in using their newly learned skills.

- **Stage Four:** Clients attaining Stage Four have completed 60 days in Stage Three and have further demonstrated their successful experience and high level of familiarization with the program as they regularly work together with other Stage Three's and Four's in a "Leadership Group" to co-facilitate Community Groups, with assistance from the program staff, as well as being assigned as "mentors" for others in their group to help them through their stages. Stage Four is summarized best by a former youth participant: "this is when I know what my problems are, I have been making an effort to fix them, I am recognizing personal success and I can help show the way to others." Conditions affecting stage preservation are daily points earned according to "Character Counts" pillars, journal assignments, daily group attendance and participation, school attendance and participation, and avoiding demotions by Fresno County Probation staff for behavior issues. Also, at this stage of progress in the program, youth continue to be eligible to apply for home passes known as "Furloughs" under the supervision and structure of the Fresno County Juvenile Justice Campus. Extra attention and support are provided to the youth and families for reintegration into the family and community structure, especially regarding relapse. Stage Four is a graduating stage and all of the youth do so with successful progress in identifying problem areas, competence at new skills to address concurrent and future problem areas in a sober and socially responsible manner and recognizing personal and family success in using learned skills.

Following are components of treatment provided within the program's framework of DBT and Social Learning:

**Process Groups:** address issues of personal responsibilities, such as journals, daily self-responsibility, behavior on the unit, and progress toward goals. They will also involve evaluations, level advancement, and disciplinary actions. Process group allows youth share their experience, receive feedback from multiple perspectives, and witness peers in recovery. Process Groups are a powerful tool used in substance abuse treatment that assists reducing isolation, building a positive peer support system, and motivating youth to achieve the same success they see their peers achieving.

**Community Groups:** which include everyone on the unit allow youths to have an active voice in the treatment community. Youth can discuss concerns or make suggestions during the meeting, and youth are encouraged to address peer behaviors that are not supportive of the community or healthy living as a group, with staff oversight. Participants come together to resolve shared problems, plan activities, give and receive feedback to shape pro-social behavior, and share successes and failures.

**Psycho-educational Groups:** The program consists of SUD education groups and process groups. An effective adolescent SUD treatment program must address four principal areas: 1) symptoms and patterns of behavior common to all addictive diseases; 2) issues specific to adolescents; 3) unique issues directly related to culture or ethnicity; and 4) issues related to family dynamics. The program's Educational Component addresses issues using age-appropriate methods that

educate youth in a manner relevant to their lives. Exercises from the evidenced-based curriculum workbook are incorporated in adolescent groups. The curriculum currently in use is available for review upon request.

The workbooks Thinking for a Change (T4C), the Matrix Model for Teens, and Hazelden's Criminal and Addictive Thinking offer cognitive behavioral treatment curriculums that map a life of recovery and freedom for chemically dependent offenders. Assignments are step by step through intake and orientation, criminal and addictive thinking, drug and alcohol education, socialization, relapse prevention, and release and reintegration preparation. The curriculum is designed to help clients see how thought processes lock in destructive behaviors, recognize links between addiction and criminal activity, develop healthier ways of relating to others, and learn to keep recovery strong. They are incorporated into treatment plans based on the individual's strengths, and supported through workbook study groups, peer discussions, school activities, individual check-ins with counselors, and a self-monitored system to encourage individual responsibility. Workbook completion is part of the program requirements for successful graduation and serves as a concrete, visual measurement for clients and an outcome measurement tool for the program.

MHS' experience in providing substance abuse treatment to target populations of youth similar to those in the Floyd Farrow Substance Abuse Unit at the Fresno County Juvenile Justice Campus informs us of the need to continue providing Anger Management. As youth leave the bio-chemical influences of substances they often find they lack sufficient knowledge and tools to manage their emotions.

**Individual Counseling:** Individual substance abuse counseling is available to youth in the program in the form of Intake and Assessment, Treatment Planning, Crisis Intervention, and Collateral Services as needed and averages 60 minutes per session. The youth are encouraged to discuss recovery related issues in the group and community meetings to fully benefit from the therapeutic community; however, some youth may find certain issues too sensitive or emotionally overwhelming to divulge to the community but may be able to effectively work on these problems through individual counseling.

**Individual Therapy:** Individual psychotherapy has been identified a crucial part of dual treatment in co-occurring disorders. Individual psychotherapy is provided by a qualified mental health clinician under the direct supervision of a licensed mental health clinician, in accordance with California Board of Behavioral Health requirements and as needed to assess, diagnose, and treat Severe Emotional Disorders pursuant to Section 1911(c) of the Public Health Service Act. Individual therapy is guided by the therapeutic goals established with the minor during the assessment. These goals focus on alleviating the symptoms of the mental health diagnosis, address impairment in functioning and build on the strengths and coping skills of the minor.

**Family Therapy:** Family psychotherapy has been identified a crucial part of dual treatment in co-occurring disorders. Family psychotherapy is provided by a qualified mental health clinician under the direct supervision of a licensed mental health clinician, in accordance with California Board of Behavioral Health requirements and as needed to assess, diagnose, and treat Severe Emotional Disorders. Family psychotherapy is guided by the therapeutic goals established with the minor during the assessment. These goals focus on alleviating the symptoms of the mental health diagnosis, address impairment in functioning and build on the strengths and coping skills of the minor.

**Family Counseling Groups:** Family counseling groups for substance abuse are provided weekly in a multi-family group setting. During the initial phase of the program families are informed of the support group and encouraged to participate. Any family member can speak with the substance abuse counselor at any time.

**Family Group Psycho-Educational Sessions:** Focus on prevention topics and allow families to share experiences. Many families fear talking about "family secrets." Some "secrets" include other members using drugs, violence in the home, financial struggles, judicial problems, and fears of losing their children. The group is designed to allow members to speak freely and fosters mutual identification of possible solutions to common problems. Issues, such as abuse and domestic violence, are referred for further assistance to appropriate resources. Family members are asked to sign information release forms when using outside resources, to allow communication between agencies and maximize support for the clients and avoid duplication of services.

**Education:** Most youth in the program have histories of academic failure that increases their risk of substance abuse, delinquency, and violence. In most cases the reason for failure is not for lack of ability, but rather the structure and reinforcement of successful experience. MHS believes that youth must not be allowed to fail and will work educational system to ensure success. During the youth's time in the program this may mean coordinating referrals for specialized tutoring, developing incentive programs, advocating for diagnostic educational assessment for learning disabilities, or inviting teachers to be part of the treatment team. Academic success is a key predictor for maintaining a drug and crime free life and, as such, is a key component of the youth's discharge and outpatient treatment plan. The SUD counselor, mental health clinician, and Family Support Partner will coordinate school placement at discharge, arrange mentoring/tutoring, and other support services as necessary.

**Gang Prevention:** For those youth who report or are otherwise identified by Fresno County Probation or Courts as being at risk of gang affiliation, being gang affiliated, or having validated membership in a gang, FFSAU utilizes specifically adapted cognitive behavioral therapy and evidence-based curriculum to address underlying issues and promote reintegration into the community with pro-social skills and behaviors.

**Domestic Violence and Batterer's Classes:** For those youth who report or are otherwise identified by Fresno County Probation or Courts as being required to complete Domestic Violence or Batterer's Classes, FFSAU proposes to continue to provide classes by certified facilitators at the request of Fresno County Probation. FFSAU has staff who are certified facilitators and include facilitator certification as part of the staff training plan.

**Discharge Plan:** Discharge planning begins at intake and is revised during the treatment phase with input from the treatment team. The discharge plan will recommend the level of care required; describe SUD outpatient care, mental health follow-up, educational and/or vocational plan, and necessary services and referrals for the family to support recovery. The discharge plan is documented on the Release Plan form.

**Case Management:** The certified SUD counselor, mental health clinician, and Family Support Partner have been responsible for providing case management services for the youth and their families. This includes coordination of services from various agencies, collaboration on discharge planning to ensure youth and family have a complete and appropriate plan, access to outpatient services that address language and cultural needs and identify barriers to obtaining services.

**SUD-Free Recreational and Pro-Social Activities:** Drug-free, organized, interactive social and recreational activities are a key feature and are built into the program structure. Such activities help the participants that they can have fun without the influence of substances. Progress is monitored and documented by the counselor. Supervised activities may include basketball, flag football, baseball, aerobics, and yoga, and social events such as holiday celebrations. The program will seek volunteers to demonstrate various sport and recreational opportunities, such as music, dance, meditation, sports, and life skills classes.

Bringing family and/or caretakers into the treatment process as soon as possible assists in reducing post release risks, decreases recidivism and facilitates a successful reintegration into the community. However, MHS understands that a youth's parents may not be available or, as a result of their own substance abuse or criminal involvement, may be unable to be a positive support for the youth's treatment. MHS staff will help the youth identify and engage another linguistically and culturally appropriate adult, preferably a relative who has the youth's trust and faith. Family describes a biologically or socially related adult with a positive relationship to the youth. In this context, parent includes biological, adoptive or foster parents, grandparents, or any adult caretaker assuming responsibility for the youth's care and custody.

Following is a description of examples of SAU Program Groups within the context of how they may be scheduled weekly; for the specific scheduling of the Groups for Boys and Girls programs please reference XI.B.2.C.5:

- **Monday: Core Leadership Group:** Selected Stage Three's and Stage Four's meet together as a peer leadership group to address community issues and strategize solutions. They further discuss the youth who recently arrived at the

program, evaluate peer mentoring relationships, and discuss youth who will be sitting for evaluation and stages promotions.

- Monday: Social Learning Community Group: Selected Stage Threes and Stage Fours co-facilitate with staff a peer process group with all youth in the program to address community issues and solutions. They further discuss the youth who recently arrived at the program, evaluate peer mentoring relationships, and discuss youth who will be sitting for evaluation and stages promotions. Promotions only occur during the Community Group.
- Tuesday: Substance Abuse Treatment and Process Group: All youth in the program participate in processing topics including: substance abuse education and treatment, drug prevention and education, triggers/cravings, identifying supportive relationships, introduction to the 12-step model. Treatment is planned using the Matrix Model for Teens and Hazelden New Directions Curriculum.
- Tuesday Night: Family Awareness Group: All parents/guardians of the youth in the program are invited to attend a process group with their children. Various topics are presented by the SUD counselor, mental health clinicians, and Family Support Partner including: substance abuse education and treatment, drug prevention and education, multiple family group psychotherapy, psychoeducational groups, parenting skills, awareness of community resources available to families, as well as aftercare resources for youth.
- Wednesday: Clinical Process Group: All youth in the program participate in psychotherapeutic process groups. Topics frequently support processing the substance abuse groups but are customized to meet the needs of the group; however, all youth in the program participate in curriculum topics that address all psycho-social development and barriers that teens may face, including emotional barriers, cognitive barriers and distortions that can inhibit a youth's success, such as substance abuse, trauma, gang involvement and mental health challenges. Staff also include other topics as identified by program staff or court order and Fresno County Probation. The topics are rotated on a quarterly basis to ensure that all youth receive all necessary and court ordered services.
- Thursday: Thinking for A Change and Process Group: All youth in the program participate in Thinking for a Change. The topics address delinquent behaviors and teach pro-social skill by motivating the group members to actively participate in their own learning and taking responsibility for their own life situations. Group facilitators demonstrate the three cognitive perspectives of the program: social skills, the skill of cognitive self-change, and problem-solving skills. The program staff re-enforces the skills by utilizing them in the daily programming with the youth, to ensure the skills are learned.
- Friday: Thinking for a Change and Process Group: All youth in the program participate in second weekly lesson of Thinking for a Change for the first half of group, then for the second half of group topics are kept to lighter issues and

serve to wrap up the week's learning. Program staff further take advantage of Friday groups to closely evaluate each youth's current status and formulate weekend strategies for maintaining appropriate behaviors and attitudes through the weekend when regular program services resume on Monday. Weekends can be a difficult time for some youth as others leave for home passes to spend time with family and they remain in the program. As noted above, the program manager is available by cell phone to provide support through the weekend and after hours. Mental Health and medical emergencies are referred to Fresno County Juvenile Justice Campus staff, Contracted Mental Health staff, and 911 if needed.

- Store: Every Two weeks on Fridays: The JJC campus store privilege is available to all youth who meet behavior criteria to participate. Youth earn credits based on daily scores which are related to behavior, taking responsibility and completion of assigned tasks. The store contains items such as snacks, stationary, and hygiene items.

MHS proposes continued cooperation with Fresno County Behavioral Health Court, Fresno County Probation, Fresno County Mental Health, other agencies and staff located at the Fresno County Juvenile Justice Campus, as well as appropriate community resources in sustaining evidenced based curriculum for the youth and families in the community to treat severe emotional disturbances, substance abuse, and other co-occurring disorders.

#### **POST RELEASE OUT PATIENT PROGRAM SERVICES (PROPS) (SOW II.C)**

Upon successful completion of the in-custody SAU program adolescents are returned home to their families and those identified as needing post-release out-patient services continue on the continuum of care. PROPS services will be provided in accordance with Drug Medi-Cal Standards in addition to the Youth Treatment Guidelines, and all youth will continue to be screened for Medi-Cal eligibility as Drug Medi-Cal will be the primary funding for PROPS. (SOW II.C.2.a&b)

The six-month post-release program (PROPS) provides intensive out-patient services. The continuity of service allows clinicians to develop a consistent and longer term therapeutic relationship with the adolescents and their family (6 months in-custody, 6 months post-release). This consistent and stable relationship between client and clinician assists in maintaining stability, family participation and treatment compliance as the client reintegrates into their community and peer culture. The PROPS program provides the following services:

- Intensive substance abuse treatment services
- Individual and family therapy and mental health services as needed;
- Crisis intervention;
- Case management provided by the multidisciplinary team;
- Process and family groups, ancillary referrals, educational/vocational assistance, Life Skills curriculum, coordination of clean and sober activities, educational forums, and family centered activities;

- Information and referral to community-based 12-Step programs;
- Opportunities for community service work; and
- Clean and Sober social and recreational activities.

MHS will continue to incorporate the following interventions in PROPS provided through Family and Youth Alternatives program. This will be achieved while combining family-centered services that are strength based and recognizing that the youth and family are part of a larger system and likely to have needs other than substance abuse or mental health that may impact their progress in treatment if not addressed. MHS staff will partner with the youth and family to develop and implement a structured program that addresses academic, social, emotional, psychological, substance abuse, and socio-economic needs. Collaborative development of the Treatment Plan will guide the selection of appropriate treatment services.

**Interventions:** Treatment components will include psycho-education, individual counseling, individual therapy, family counseling, family counseling, multi-family group sessions, case management, and discharge planning. Specialized groups may include process groups on the topics of: SUD education, Anger Management, Life Skills, Recreation Therapy, Art Therapy, Gender specific activities, Support groups, and additional groups as indicated by court orders and for client population demographics.

**Urinalysis (UA) Drug Testing and Reporting:** Urinalysis drug testing and reporting will address issues of reducing the use and incidence of substance abuse. Mandatory UA testing has been and is proposed to continue to be an important part of treatment services. Results are recorded and shared within the treatment team as needed and ordered by the Fresno County Juvenile Drug Court to measure the overall effectiveness of the treatment services. MHS outpatient program incorporates a UA testing hotline that clients call on a daily basis to ensure random testing for our clients.

**PROPS Program Levels and Phases:** As youth progress through the continuum of care from incarcerate programs to post release, they learn pro-social roles and adaptive skills. Youth are exposed to new roles as they learn to hold each other accountable and provide peer support in groups. The goal is to provide a safe, sober, supportive and positively structured environment for adolescents to work a program of recovery in all areas of life, including school, work, home, social relationships, leisure and play, promoting personal responsibility for one's own behaviors. The program presents treatment activities in levels and phases continued from the FFSAU, structured in logical progression from orientation through graduation and discharge.

- **Phase Five:** During this time, clients continue to become familiar with the PROPS program and the treatment process. Clients in this phase attend treatment groups three times a week for 90 minutes as well as AIM group once a week for 60 minutes, in addition to any Intake and Assessment, Treatment Planning, Crisis Intervention, and Collateral Services as needed and averaging 60 minutes a session. Additionally, clients and adult family members meet bi-

weekly for 60-minute Parent Advisory groups. Youth must complete 30 days sober to obtain Phase Two. Other conditions affecting promotion are UA, substance use, daily group attendance and participation, AIM group attendance and participation, and school attendance and participation.

- **Phase Six:** Clients in this phase attend treatment groups two times a week for 90 minutes as well as AIM group once a week for 60 minutes, in addition to any Intake and Assessment, Treatment Planning, Crisis Intervention, and Collateral Services as needed and averaging 60 minutes a session. Additionally, clients and adult family members meet bi-weekly for 60-minute Parent Advisory groups. Youth must complete (30) days sober to obtain Phase Three. Other conditions affecting promotion are UA, substance use, daily group attendance and participation, AIM group attendance and participation, school attendance and participation, and attending court appointments.
- **Phase Seven:** Clients in this phase attend treatment groups once per week for 90 minutes as well as AIM group bi-weekly for 60 minutes, in addition to any Intake and Assessment, Treatment Planning, Crisis Intervention, and Collateral Services as needed and averaging 60 minutes a session. Additionally, clients and adult family members meet bi-weekly for 60-minute Parent Advisory groups. Youth must complete 30 days sober to obtain Phase Four. Other conditions affecting promotion are UA, substance use, daily group attendance and participation, AIM group attendance and participation, school attendance and participation, and attending court appointments.

**Process Groups:** Clients process how they are feeling, their personal struggles with relapse, triggers, and issues that they want to share with the group to receive feedback. Group size is 2 to 12 youth. Process group allows youth share their experience, receive feedback from multiple perspectives, and witness peers in recovery. Process Groups are a powerful tool used in substance abuse treatment that assists reducing isolation, building a positive peer support system, and motivating youth to achieve the same success they see their peers achieving.

**Psycho-educational Groups:** An effective adolescent SUD program must address four principal areas: 1) symptoms and patterns of behavior common to all addictive diseases; 2) issues specific to adolescents; 3) unique issues directly related to culture or ethnicity; and 4) issues related to family dynamics. The program's Educational Component addresses issues using age-appropriate methods that educate youth in a manner relevant to their lives. Exercises from the curriculum workbook are incorporated in adolescent groups. The curriculum currently in use is available for review upon request.

The curriculum workbook "The Matrix Model for Teens" offers a cognitive behavioral treatment curriculum map a life of recovery and freedom for chemically dependent offenders. Assignments are step by step through intake and orientation, criminal and addictive thinking, drug and alcohol education, socialization, relapse prevention, and release and reintegration preparation.

The curriculum is designed to help clients see how thought processes lock in destructive behaviors, recognize links between addiction and criminal activity, develop healthier ways of relating to others, and learn to keep recovery strong. They are incorporated into treatment plans based on the individual's strengths, and supported through workbook study groups, peer discussions, school activities, individual check-ins with counselors, and a self-monitored system to encourage individual responsibility. Workbook completion is part of the program requirements for successful graduation and serves as a concrete, unusual measurement for clients and an outcome measurement tool for the program.

MHS' experience in providing substance abuse treatment to similar target populations of youth in the Floyd Farrow Substance Abuse Unit and New Horizons Program at the Fresno County Juvenile Justice Campus has provided experience and supporting data on the effectiveness of providing Anger Management to each youth in treatment. As youth leave the bio-chemical influences of substances they often find they lack sufficient knowledge and tools to manage their emotions. Floyd Farrow Substance Abuse Unit and New Horizons propose to continue provision of approved Anger Management.

**Individual Counseling:** Individual substance abuse counseling is available to PROPS youth for Intake and Assessment, Treatment Planning, Crisis Intervention, and Collateral Services as needed and averages 60 minutes a session. The youth is encouraged to discuss recovery related issues in the group and community meetings to fully benefit from the therapeutic community; however, some youth may find certain issues too sensitive or emotionally overwhelming to divulge to the community but may be able to effectively work on these problems through individual counseling.

**Individual Therapy:** Individual psychotherapy has been identified a crucial part of dual treatment in co-occurring disorders. Individual psychotherapy is provided by a qualified mental health clinician under the direct supervision of a licensed mental health clinician, in accordance with California Board of Behavioral Health requirements and as needed to assess, diagnose, and treat Severe Emotional Disorders. Individual therapy is guided by the therapeutic goals established with the minor during the assessment. These goals focus on alleviating the symptoms of the mental health diagnosis, address impairment in functioning and build on the strengths and coping skills of the minor.

**Family Therapy:** Family psychotherapy has been identified a crucial part of dual treatment in substance use and co-occurring disorders. Family psychotherapy is provided by a qualified mental health clinician under the direct supervision of a licensed mental health clinician. Family psychotherapy is guided by the therapeutic goals established with the minor during the assessment. These goals focus on alleviating the symptoms of the mental health diagnosis, address impairment in functioning and build on the strengths and coping skills of the minor. Goals of family therapy are based on the needs of the family; frequently the expressed need includes improving family relationships and communication. Family therapy builds on the strengths of the family system and addresses family roles and boundaries. Families may participate in family psychotherapy together with their child and assigned mental health clinician as needed.

**Family Counseling Groups:** Family group substance abuse counseling is provided weekly in a multi-family group setting. During the initial phase of the program families are informed of the support group and encouraged to participate. Any family member can speak with the substance abuse counselor or mental health clinician at any time. Focus on prevention topics and allow families to share experiences. Many families fear talking about "family secrets." Some "secrets" include other members using drugs, violence in the home, financial struggles, judicial problems, and fears of losing their children. The group is designed to allow members to speak freely and fosters mutual identification of possible solutions to common problems. Issues, such as abuse and domestic violence, are referred for further assistance to appropriate resources. Family members are asked to sign information release forms when using outside resources, to allow communication between agencies and maximize support for the clients and avoid duplication of services.

**Self-Help Group Participation (12-Step Programs):** Twelve-Step meetings are an important adjunct support system and are a requirement of each treatment plan. Clients learn about the program via workbooks and guest speakers sharing their experiences, strength, and hope. MHS proposes to integrate regularly scheduled presentations and introduction of the Adolescents in Motion (AIM) groups into PROPS.

Fresno County Juvenile Delinquency Court has historically funded and maintained the AIM group, which has been supported and co-located at Family Youth and Alternatives through a Memo of Understanding. The AIM group is currently facilitated twice weekly for 60 minutes. It should be noted that the AIM group is open to any youth in the Fresno area.

**Education:** Most youth in PROPS have histories of academic failure that increases their risk of substance abuse, delinquency, and violence. In most cases the reason for failure is not for lack of ability, but rather the experience of failure itself. MHS believes that youth must not be allowed to fail and will work with the youth and educational system to ensure success. During the youth's time in the program this may mean coordinating referrals for specialized tutoring, developing incentive programs, advocating for diagnostic educational assessment for learning disabilities, or inviting teachers to be part of the treatment team. Academic success is a key predictor for maintaining a drug and crime free life and, as such, is a key component of the youth's discharge and outpatient treatment plan. The SUD counselor will coordinate school placement at discharge, arrange mentoring/tutoring, and other support services as necessary.

**Discharge Plan:** Discharge planning begins at intake and is revised during the treatment phase with input from the treatment team. The discharge plan will recommend the level of care required; describe SUD outpatient care, mental health follow-up, educational and/or vocational plan, and necessary services and referrals for the family to support recovery.

**Case Management:** The certified SUD counselor has been responsible to provide case management services for the youth and their family. This includes coordination of services from various agencies, collaboration on discharge planning to

ensure youth and family have a complete and appropriate plan, access to outpatient services that address language and cultural needs and identify barriers to obtaining services.

**SUD-Free Recreational and Pro-Social Activities:** Drug-free, organized, interactive social and recreational activities are a key feature and are built into the program structure. Such activities help the participants that they can have fun without the influence of substances. Progress is monitored and documented by the counselor. Supervised activities may include basketball, flag football, baseball, aerobics, and yoga, and social events such as holiday celebrations. The program will seek volunteers to demonstrate various sport and recreational opportunities, such as music, dance, yoga, meditation, sports, makeup and fashion skills, camping, hiking, and backpacking. Youth are encouraged to attend sober and clean social and recreational events during all phases of treatment.

## **XI. SCOPE OF WORK – INTENSIVE MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES AT JJC NEW HORIZONS PROGRAM**

### **A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.**

Mental Health Systems understands that Fresno County is seeking a qualified agency to provide intensive mental health and substance use disorder services to youth incarcerated at the Fresno County Juvenile Justice Campus (JJC). This program provides services to 30 males; 14 to 18 years old, with Serious Emotional Disturbances (SED), who may have a co-occurring substance use disorder (SUD) and are incarcerated in a separate pod at the FCJJC. (SOW II.D.1) The goal of the program is to meet the treatment and support needs of minors (and their families), who may also be involved in the child welfare system, and reduce recidivism through appropriate mental health treatments

MHS has been the contracted vendor for the New Horizons Program since its conception in 2009. The program was developed in a collaborative effort between the Fresno County Behavioral Health Court and MHS and modeled closely after the successful Floyd Farrow Substance Abuse Unit. MHS' familiarity with the services requested in this Request for Proposal, and the population of adolescents and their families served in these programs, is extensive.

We support a broad array of services organized to treat the interaction of mental health and substance abuse disorders for male adolescents incarcerated in the Fresno County Juvenile Justice Campus. MHS' program is based on a therapeutic community model designed to address substance abuse and mental health disorders. In providing these services we use a team approach, with County Mental Health serving as a key partner.

Bringing family and/or caretakers into the treatment process as soon as possible assists in reducing post release risks, decreases recidivism and facilitates a successful reintegration into the community. However, MHS understands that a youth's parents may not be available or, as a result of their own substance abuse or criminal involvement, may be unable to be a positive support for the youth's treatment. MHS staff will help the youth identify and engage another linguistically and culturally appropriate adult, preferably a relative who has the youth's trust and faith. "Family" describes a biologically or socially related adult with a positive relationship to the youth. In this context, "parent" includes biological, adoptive or foster parents, grandparents, or any adult caretaker assuming responsibility for the youth's care and custody.

Based on the concept that discharge and community reintegration planning begins at admission, in-custody treatment services are designed to help adolescents build and internalize skill sets that will sustain their commitment to sobriety and emotional and behavioral stability during and after the transition phase. MHS' experience serving adolescents and families at Floyd Farrow Substance Abuse Unit (SAU) since 2000, Family and Youth Alternatives program since 2003 and in the New Horizon's program since 2009, has provided a comprehensive understanding of the additional problems that are unique to Fresno and its surrounding rural communities. Gender, sexual orientation and cultural issues may further complicate the

adolescent's response to treatment. Program staff are experienced in serving adolescents and families from a wide range of ethnic, cultural and socioeconomic backgrounds.

The design of the proposed MHS in-custody program is based on best-practice research, literature review, model programs, and MHS' experience in providing similar services to youth and families in Fresno and other counties. In general, research indicates that:

- Effectiveness is related to patient/client factors, such as severity of dependence and psychiatric symptoms, social supports, and motivation.
- Program completion is determined by the adolescents' and families' ability to manage the presenting problem appropriately, not by days or hours in treatment;

Better outcomes result from early intervention in the substance abuse cycle, a range and intensity of services, and a flexible approach to individualized treatment. The services described in these programs and currently being provided by MHS are grounded in research and years of experience in a multitude of settings. Over time, MHS has developed and implemented a broad scope of evidence-based, results-driven treatment and relapse prevention concepts that successfully help youth and families achieve stable, healthy, drug-free and crime-free lifestyles. Adolescents and their families participate in an integrated, collaborative continuum of care model that is culturally competent, gender responsive, and focused on assisting the adolescent and family members to develop the skills and resources necessary for successful community reintegration.

MHS understands the importance of addressing all the life domains in a comprehensive treatment program. MHS has an agency-wide Continuous Quality Improvement plan in place, to assure ongoing monitoring and evaluation of all program services and client outcomes.

At the core of the program is the belief that minors in the program can, with additional skills, values, insight and resources, reintegrate into their communities with greater stability and success. Engaging adolescents and families in treatment and relapse prevention, and keeping families involved in supportive roles, can be particularly challenging but is critical for success. The proposed design strives to help them develop the social, educational, vocational, financial, and recreational supports required to keep youth in their homes and/or communities.

MHS, our proposed Juvenile Justice programs, and staff are motivated by the knowledge of the outcomes of our services. Those outcomes are most clearly conveyed through young lives changed—forever altered—as a result of program services. The words of the following MHS graduate of our Fresno Juvenile Justice Campus SAU program offers the potential inherent in these outcomes. The following was excerpted from the former client's letter of support, which can be found in its entirety in Reports section B:

*"I started drinking and experimenting with drugs at around the age of 12...Drugs and alcohol were an escape for me...at 16, I met a 23-year-old man. I thought I knew what love was. I wanted to impress him. He drank, I drank. He did meth, I did meth. I became homeless by choice. I completely gave into drug culture. During that year and a half, 5 people I knew died, one of them in front of me. By that time, I was an IV drug user...I was sentenced to the SAU as well as probation. To say I was challenging would be generous. I wrote letters expressing outrage. I was disrespectful. I was angry. I was hurt. I was afraid. But I was not alone. The staff at SAU were able to take all those emotions I had, and they were able to help me and my family heal. They gave me structure, they gave me acceptance, they gave me safety, they taught me to be accountable...15 years ago, I was a homeless teenage drug addict and was killing myself slowly. Today I am a Licensed Clinical Social Worker and Accredited Case Manager. I teach Social Work part time at Fresno State. I am also a small business owner and provide quality and affordable low-income housing through my rental property company. I continue to stay actively involved in a group program that supports my sobriety. Most importantly, I have a beautiful family life. I have been married to my husband for 7 years. We met my senior of my bachelor's degree and have been deeply in love ever since. That love has produced a wonderful 6-year-old little boy who is the light of my life...How do you thank a group of people for your life? Words are not enough. But I hope that the way I have lived my life since they changed it has in some way demonstrated the deep gratitude I feel."*

The caliber of services and staff that lead to outcomes such as these are both the essence of what MHS proposes and of the passion that fuels our mission.

MHS is responding to Fresno County Department of Behavioral Health Contracts Division (DBH), Substance Use Disorder Services (DBH-SUD Services) Division's request from qualified organizations that have an established treatment service history, to provide a range of evidence-based substance use disorder and mental health treatment and recovery services to adolescents who have been adjudicated for drug and/or alcohol offenses or for other delinquency offenses throughout Fresno County. MHS is prepared to provide services to adolescents and their families referred by the Fresno County Juvenile Justice System for the following services:

- SOW II.D: Intensive Mental Health and Substance Use Disorder Services for Youth incarcerated at the JJC (New Horizons Program)

MHS is prepared to continue to provide these intensive mental health and substance use disorder services to 30 males who are incarcerated in a separate pod at the JJC's New Horizon's program. As the current provider of the services, our goal will remain to meet the treatment and support needs of minors (and their families), who may also be involved in the child welfare system and reduce recidivism through appropriate mental health treatment. The population served at the

Juvenile Justice Campus New Horizon's program are between the ages of 14 and 18 with Serious Emotional Disturbances who may also have a co-occurring substance use disorder.

The program addressed herein will address the full range of complex issues impacting youth with SED and co-occurring substance abuse disorders. The goal of services is for adolescents to become drug free – crime free productive members of their community, with the active engagement and support of family and friends.

Any meaningful understanding of the project requires an understanding of the target population. The average age of the youth served in the JJC programs is 15 to 17 years old. Most of the youth are from a single parent household and are behind in school. Their most common drugs of choice are Marijuana, Methamphetamine, and Cocaine.

In addition to SED and substance use, many of the youth served in the New Horizons Program have committed serious and violent offenses that would have otherwise resulted in being sent to the California Youth Authority - Department of Juvenile Justice due to their need for a higher level of treatment. New Horizons staff have also encountered a higher number of serious mental health disorders (bipolar with severe psychotic features, schizophrenia, dissociative personality disorder, and others) and suicidal ideations/ attempts among youth in the New Horizons Program in comparison with the Floyd Farrow Substance Abuse Unit and other youth incarcerated at the Fresno County Juvenile Justice Campus.

The adolescents and families in the New Horizons program present with multiple problems as a result of co-occurring disorders. Many of these adolescents and families have experienced neglect, physical and sexual abuse, gang involvement, and have family histories of substance abuse and co-occurring mental health disorders. They also have problems in school, poor social skills, poor impulse control, and family relational problems. Many of these youth are living in unstable family situations or been removed from their homes by CPS or Probation, have been through multiple placements, and many have family members who are incarcerated. Additionally, some youth in Fresno's juvenile justice system represent the third and fourth generation of family gang involvement. These youth and their families have some of the highest levels of unmet needs and unfortunately often lack the necessary resources to meet these needs. Their socio-economic status, culture, language, isolation, and family situations are significant risk factors that exacerbate the symptoms of their substance abuse and co-occurring mental health disorders. In addition, undiagnosed and untreated mental illness and/or co-occurring substance abuse in the parent create additional problems when treating this population of youth.

MHS's experience operating these programs has provided the agency with a strong understanding of problems that are prevalent in Fresno and its surrounding rural communities shared by a highly diverse population, which includes a large number of Hispanic/Latinos, in addition to African American, Asian American, Middle Eastern American, Pacific Islanders, and others. The language and cultural barriers that exist can be complex and confusing, with different levels of acculturation existing within individual families.

As poverty impacts crime, it is worth noting that using data from the U.S. Census Bureau, 24/7 Wall St. compared the percentage point change in concentrated poverty rates in U.S. metro areas between 2010 and 2016 to identify the cities where concentrated poverty is increasing most. The cities on this list span the United States geographically, from the West Coast to the East and from the South to the Midwest. Between 2010-2016, the share of Fresno's extremely poor residents living in high poverty neighborhoods increased by 12.8 percentage points since 2010, the second largest increase of any metro area. As a result, the metro area's 42.2% concentrated poverty rate is the highest of any metro area in the country. Further, in that timeframe there was an 66% increase in what are classified as poor neighborhoods in Fresno. Again, this is relevant because high poverty areas are at increased risk of a high incidence of crime. Fresno's high concentrated poverty rate may largely explain the city's high violent crime rate, which impacts the County's youth. In fact, the Department of Justice reported that persons ages 12 to 17 had the highest prevalence of violence of all age groups. There were 613 violent crimes for every 100,000 Fresno metro area residents in 2016, well above the U.S. violent crime rate of 384 per 100,000. The 24/7 Wall St.'s report indicates that presently an individual is safer in 93% of all U.S. cities.

These facts impact the troubling statistics related to Fresno's youth: One study examined youth populations as of Dec. 31 2017 for each U.S. county per 100,000 youth age 10-17. The rate of juvenile felony arrests shown according to the size of the county's juvenile justice population relative to its total youth population reveals that there are 542 Juvenile felony arrests per 100,000 Fresno youth ages 10-17, while the number for California as whole was 78 Juvenile felony arrests per 100,000 youth ages 10-17. In addition to these numbers, Fresno County's teen birth rate is higher than 90% of counties statewide; and Fresno is reported to have high rates of gang involvement (Fresno County has 238 Active Gangs and 20,750 Gang Members, and the trend in gang activity is increasing)<sup>2</sup>

In addition to the problematic demographic issues described above, the adolescents and families we treat in our Fresno juvenile justice services programs present with multiple problems as a result of co-occurring disorders. Many of these adolescents and families have experienced neglect, physical and sexual abuse, gang involvement, and have generational histories of substance abuse and co-occurring mental health disorders. They also have problems in school, poor social skills, poor impulse control, and family dysfunction. Many of these youth are living in chaotic family situations or have been removed from their homes; have failed multiple placements; and many have family members who are incarcerated. In addition, some youth in Fresno's juvenile justice system represent the third generation of family gang involvement. These youth and their families have some of the highest levels of unmet needs, but normally have fewer resources to meet these needs. Their socio-economic status, culture, language, isolation, and family situations are

<sup>2</sup> [http://insideprison.com/regional\\_gang\\_activity\\_county.asp?ID=178](http://insideprison.com/regional_gang_activity_county.asp?ID=178)

significant risk factors that exacerbate the symptoms of their substance abuse and co-occurring mental health disorders. In addition, undiagnosed and untreated mental illness and/or co-occurring substance abuse in the parent create additional problems when treating youth.

MHS has been successful in overcoming many of the issues associated with this project and the population served because we have been developing, implementing, and managing treatment programs for 40 years. The overarching goal of every MHS program, whether focused on mental health, substance abuse, or co-occurring disorders, is to improve lives and instill hope by using innovative treatment strategies while respecting time-proven methods of intervention. The collaboration of services between MHS and county, state and federal agencies is at the core of our success.

Our rigorously trained program staff are knowledgeable in the diagnostic criteria for substance use disorders and treatment approaches for this population and will be sensitive to the factors that impact youth in recovery including developmental age and issues, environmental considerations, differences in cultural and ethnic values, stage of readiness to change, family dynamics, and co-occurring disorders. Staff knowledge extends to an understanding that the majority of youth involved with the juvenile justice system have experienced traumatic events, with at least 75 percent having experienced traumatic victimization (Sprague, 2006). A recent study of youth in detention found that over 90 percent had experienced at least one trauma, 84 percent experienced more than one trauma, and over 55 percent reported being exposed to trauma six or more times (Abram et al., 2013).

Traumatic events can have profound effects on emotional and mental well-being, how one relates to others, how an individual acts and a person's overall health. This is substantiated by the 2010 Adverse Childhood Experiences (ACE) Study (an observational study of the relationship between trauma in early childhood and morbidity, disability, and mortality in the United States), which demonstrated that trauma is associated with lifelong problems in behavioral health and general health. Society is just beginning to grasp the extent of trauma and its toll: Severe trauma in early childhood affects all areas of development, including cognitive, social, emotional, physical, psychological and moral, and its effects last long into adulthood. The pervasive negative effects of early trauma result in significantly higher levels of behavioral and emotional problems. Children exposed to early trauma due to abuse or neglect lag behind in school readiness and school performance, they have diminished cognitive abilities and are at greater risk of going on to develop substance problems, health problems and serious mental health disorders. Trauma can affect the developing brain and body and alter the body's stress response mechanisms.

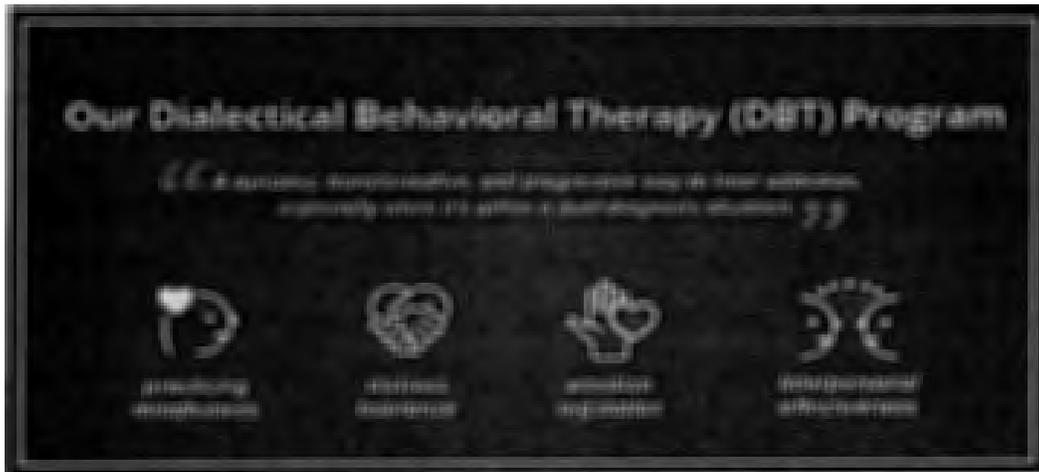
MHS understands that victims and their families can be paralyzed by feelings of shame, guilt, rage, depression, isolation and disconnection. There can be guilt in the family for not protecting a child from trauma or for not being able to provide a safer community for one's children. Society is just beginning to deal with trauma and finding new ways of healing

its wounds. Overcoming family shame that can prevent parents from seeking help for their children who are trauma survivors is a critical step. Providing family focused care to provide the family with the needed support, education, skills and tools is the approach that MHS Juvenile Justice programs provide. In view of these realities, MHS Juvenile Justice programs screen for trauma and offer trauma informed care in every aspect of treatment services.

#### **NEW HORIZONS PROGRAM - JJC INTENSIVE MENTAL HEALTH AND SUD SERVICES**

MHS proposes implementation of a streamlined organization of evidence-based models and services within the New Horizons Program (NIP), identifying and continuing to utilize the wealth of effective facets of the current program within the framework of more robust evidence-based models. The selected models inherently integrate those evidence-based practices that are successfully being used at the program.

As youth within the U.S. juvenile justice system are among the most traumatized, there is a need for trauma sensitive treatment to address the mental health needs of traumatized, delinquent youth and prevent re-traumatization within the juvenile justice system. As such, MHS' NHP will implement dialectical behavior therapy (DBT) to meet the needs of the target population.



DBT is a promising treatment for juvenile delinquents with trauma histories. DBT for Juvenile Justice involved youth supports rehabilitation through the mechanism of mindfulness by targeting posttraumatic stress reactions, which in turn may reduce anti-social behaviors. Through decreased experiential avoidance and enhanced emotional regulation skills, our program youth can learn life-long skills that lead to improved social relationships, long-term behavioral change, and ultimately the likelihood of reduced recidivism.

DBT itself is a specific type of cognitive-behavioral therapy. The central dialectic within DBT is to balance acceptance of the person exactly as s/he is in this moment with intense efforts to change the person's life to increase adaptive functioning

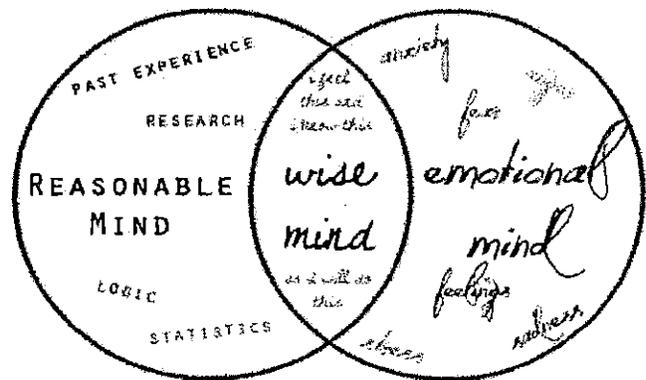
and decrease maladaptive behavior. The overarching goal of treatment with DBT is to help individuals develop, as its founder, Dr. Marsha Linehan would say, "a life worth living."

DBT has four major components:

- Weekly individual (one-to-one) therapy
- Weekly skills-training sessions, usually in the form of groups
- As-needed consultation between client and therapist outside of sessions
- Weekly therapist consultation meeting in which DBT therapists meet to discuss their DBT cases

The content of the therapy session generally revolves around targeting a high-priority event that occurred within the past week, helping the youth identify all the factors that led up to and followed the event (via a process called behavioral analysis) and then determining and practicing new ways of responding in the similar situations. The skills-training component of DBT involves teaching the youth specific skills designed to help improve their life in four major areas: mindfulness, emotion regulation, interpersonal effectiveness, and distress tolerance. Therapists make themselves available between sessions for consultation to help youth apply new skills to prevent the use of problematic behaviors. Finally, the weekly treatment/consultation team is designed to help therapists get the support they need, as well as increase their motivation and adherence to DBT principles.

The central concept of DBT is mindfulness, which means being in the present, being aware of what is happening and what you are doing, observing what is going on, participating fully in what is going on around you. It is a skill that is practiced and learned throughout DBT, little by little. The 3 primary states are: 1) Reasonable



Mind: When a person uses Reasonable Mind they approach things intellectually, thinking logically, planning behavior, paying attention to empirical facts (facts that can be observed or measured or counted), focusing their attention, and when they are not emotional in their approaches to solving problems; 2) Emotional Mind: When a person is in Emotional Mind their thinking and behavior are controlled primarily by their emotions. It is difficult to think and plan, facts can be distorted or exaggerated or seem more important than is so, thoughts and behaviors tend to match the intensity of the often-irrational feeling; and 3) Wise Mind is the integration of Reasonable Mind and Emotional Mind. When they come together, they create something bigger than either of them separately. There is room for intuition, as a sense of "knowing" what is right, some people feel this in their body (head, heart, stomach) and just know something is right, whether it's the right thing to do or the right way for things to be. Intuition can let a person know what's right without thinking about it, without knowing it intellectually, just

feeling it. DBT provides a way for youth to achieve a greater level of wellness and gain the tools to react in a balanced manner.

Though originally developed for individuals who suffered from borderline personality disorder, DBT has been adapted to treat self-injurious behavior in adolescents and substance use problems. Applying use of DBT in the case where substance abuse is the highest order DBT target within the category of behaviors that interfere with quality of life. DBT's substance-abuse-specific behavioral targets include:

- Learning to avoid opportunities and cues to abuse, for example by burning bridges to persons, places, and things associated with drug abuse.
- Reducing behaviors conducive to drug abuse, such as momentarily giving up the goal to get off drugs and instead functioning as if the use of drugs cannot be avoided.
- Increasing community reinforcement of healthy behaviors, such as fostering the development of new friends, rekindling old friendships, pursuing social/vocational activities, and seeking environments that support abstinence and punish behaviors related to drug abuse (this is the point in which Social Learning naturally integrates with DBT).

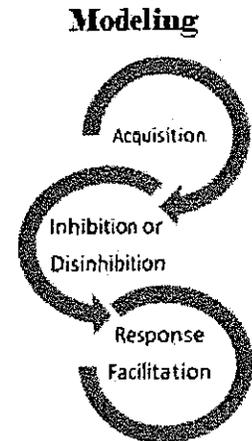
It is important to note that the reason DBT has been adapted for those different disorders is because each of these conditions is theorized to be associated with problems that stem from maladaptive efforts to control intense, negative emotions. Coupled with its being trauma-informed, CBT intervention, and conducive to integration with a Social Learning model, which is discussed next, DBT is uniquely well-suited for use in the NHP program.

Social Learning suggests that addiction is rooted in the way we observe and learn from our peers and role models. Treatment based on this theory can help you to break out of negative thought and behavioral patterns. Sadly, we don't just learn from the positive influences of people whom we admire—negative influences throughout our lives have the capacity to shape us too. A person's observations and expectations of other's experiences with drugs and alcohol can influence the way that person views and uses these substances. Human nature is to learn by example. The social learning theory explains how social observations alter attitudes and behaviors in a way which could make an individual more vulnerable to addiction. Social learning theory asserts that humans can learn by watching another person, not just from her or his own experiences. Behaviors, thought processes, and even emotional reactions are developed from these observations. While this type of learning can be empowering and even protective, no one is immune to the bad influences in their lives. According to UMASS Lowell, Social Learning impacts individuals in the following ways:

**Self-Regulation:** Attitudes, beliefs, expectations, and perceptions of circumstances shape how a person relates this or her environment to his or her behaviors. An individual's understanding of this relationship alters how the person self-regulates his or her future behaviors.

**Modeling:** Youth (indeed all humans) learn and make decisions based on what they see their peers or role models doing. This happens by:

- **Acquisition:** People are far more likely to use substances if they see someone doing so.
- **Inhibition or dis-inhibition:** The ability to abstain from using is either built up or weakened by how a person sees other people resisting or giving in to drugs.
- **Response facilitation:** The risk of using goes up when a person sees people around them abusing drugs or alcohol.



**Expectations:** If a person expects positive outcomes or rewards to accompany drinking or using drugs the person is more likely to engage in these risky behaviors.

**Self-Efficacy:** How person views him- or herself and his or her capability to handle certain situations impacts the person's capacity to change or set healthy goals.

Fortunately, treatment can counteract harmful perspectives within the lives of participants. Even though people learn a lot of unhealthy mindsets in childhood, it's also important to stay away from negative influences as adolescents—and adults. If a person is exposed to positive influences and experiences within treatment, they can begin to model their own behaviors in these ways. In view of this, New Horizons Programs help program youth to build better self-efficacy through Social Learning and DBT's integration of the following:

- **Cognitive Behavioral Therapy (CBT):** Individual and group CBTs focus primarily on reducing patients' positive expectancies about substance use, enhancing their overall self-confidence and self-efficacy to resist substance misuse, and improving their skills in coping with daily life stressors, including relapse-inducing situations.
- **Family Counseling:** These sessions help families to resolve conflicts, build solidarity, lend support, and reward each other for abstinence.
- **Treatment Community's Support:** These methods encourage abstinence with reward-based incentives and expose participating youth to positive role models.
- **Motivational Interviewing (MI):** Helps to increase the youth's motivation for and dedication to change.
- **Twelve-Step Facilitation:** Provides abstinent role models and teaches enhanced coping and stress-management skills. (Youth will be introduced to this within the Unit at NHP but will not attend meetings.)

- **Diary Cards:** The introduction of DBT-informed Diary Cards will help guide journaling and provide them with a means for tracking their feelings and behaviors. (Please see Appendices.)

The complementary combination of services are organized to treat the interaction of mental health and substance abuse disorders for adolescents incarcerated in the Fresno County Juvenile Justice Campus. In providing these services we use a team approach, with County Mental Health serving as a key partner.

MHS proposes to continue to incorporate the following interventions in the New Horizons Program, combining family-centered services that are strength based and recognizing that the youth and family are part of a larger system and likely have needs other than substance abuse or mental health that may impact their progress in treatment if not addressed. MHS staff will partner with the youth and family to develop and implement a structured program that addresses academic, social, emotional, psychological, substance abuse, and socio-economic needs. Collaborative development of the Treatment Plan will guide the selection of appropriate treatment services:

**Interventions:** Treatment components will include process and community groups, psycho-education, individual counseling, individual therapy, cognitive behavioral therapy, family counseling, multi-family group sessions, case management, and discharge planning. Specialized groups may include process groups on the topics of: SUD education, Anger Management, Life Skills, Recreation Therapy, Art Therapy, Gender specific activities, support groups, and additional groups as indicated by court orders and for client population demographics. Treatment components are further matched with specific and individual needs as identified during the intake, assessment, and evaluation process.

**Urinalysis (UA) Drug Testing and Reporting:** Urinalysis drug testing and reporting is will continue to be provided in collaboration with Fresno County Probation and Fresno County Juvenile Justice Campus as needed to address issues of reducing the use and incidence of substance abuse. Testing concerns will continue to be communicated to the supervising probation officers who arrange for testing and share those reports with program staff as needed.

**In-Custody Program Levels and Phases:** As youth progress through the treatment program they learn pro-social roles and adaptive skills. During orientation, members are exposed to new roles as they learn to hold each other accountable and provide peer support in groups. Each adolescent is assigned tasks in the community, with increasing responsibility as he/she progresses through the program. The New Horizons Program's Social Learning community promotes the character values of trustworthiness, respect, caring, citizenship, responsibility, and fairness. The goal is to provide a safe, sober, supportive and positively structured environment for adolescents to work a program of recovery in all areas of life, including school, work, home, social relationships, leisure and play, promoting personal responsibility for one's own behaviors. The program presents treatment activities in levels and phases, structured in logical progression from orientation through graduation and discharge.

**Orientation Stage:** Clients first entering the New Horizons Program start with the Orientation Stage. During this time, they will become familiar with the program, process, and expectations. They will have 3 group days to complete an Orientation Test and journal assignment. During this time, the clients will be assigned "mentors" from their group who will help them through this stage. After 3 group days, the group will vote as to whether or not the youth has successfully completed the requirements of Orientation Stage and is ready to progress to Stage I. If the group feels the youth is not ready to progress, they may vote to leave them on Orientation for a specific time or place them on Contract Stage with very clear about the expectations to advance.

- **Stage One:** During this time, clients continue to become familiar with the program and the group process. They continue working with assigned "mentors" from their group who will help them through this stage. Stage One is summarized best by a former youth participant: "this is when I start to figure out what my problems are and what I can do about fixing them." After 28 days of satisfactory progress, the group will vote as to whether or not the youth has successfully completed the requirements of Stage One and is ready to progress to Stage Two. Other conditions affecting promotion are daily points earned according to "Character Counts" pillars, journal assignments, daily group attendance and participation, school attendance and participation, and avoiding demotions by Fresno County Probation staff for behavior issues. If the group feels the youth is not ready to progress, they may vote to leave them on Stage One for a specific time or place them on Contract Stage with very clear about the expectations to advance.
- **Stage Two:** During this time, clients are expected to have become familiar with the program and the group process. They continue working with assigned "mentors" from their group who will help them through this stage. Stage Two is summarized best by a former youth participant: "this is when I know what my problems are and I am making an effort to fix them." After (28) days of satisfactory progress, the group will vote as to whether or not the youth has successfully completed the requirements of Stage Two and is ready to progress to Stage Three. Other conditions affecting promotion are daily points earned according to "Character Counts" pillars, journal assignments, daily group attendance and participation, school attendance and participation, and avoiding demotions by Fresno County Probation staff for behavior issues. If the group feels the youth is not ready to progress, they may vote to leave them on Stage Two for a specific time or place them on Contract Stage.
- **Stage Three:** At this stage, clients are fully engaged and actively addressing issues and goals as identified on the treatment plan. Due to their experience and familiarization with the program, they begin working in a "Leadership Group" to co-facilitate Community Groups, with assistance from the program staff, as well as being assigned as "mentors" for others in their group to help them through their stages. Stage Three is summarized best by a former youth participant, "this is when I know what my problems are, I have been making an effort to fix them, and I am

recognizing personal success." Conditions affecting stage preservation are daily points earned according to "Character Counts" pillars, journal assignments, daily group attendance and participation, school attendance and participation, and avoiding demotions by Fresno County Probation staff for behavior issues. Also, at this stage of progress in the program, youth become eligible to apply for home passes known as "Furloughs" under the supervision and structure of the Fresno County Juvenile Justice Campus. Extra attention and support are provided to the youth and families for reintegration into the family and community structure, especially regarding relapse. Stage Three is a graduating stage and all of the youth who leave the program at this stage do so with successful progress in identifying problem areas, competence at new skills to address concurrent and future problem areas in a sober and socially responsible manner and recognizing personal and family success in using their newly learned skills.

- Stage Four: Clients attaining Stage Four have completed (60) days in Stage Three and have further demonstrated their successful experience and high level of familiarization with the program as they regularly work together with other Stage Three's and Four's in a "Leadership Group" to co-facilitate Community Groups, with assistance from the program staff, as well as being assigned as "mentors" for others in their group to help them through their stages. Stage Four is summarized best by a former youth participant: "this is when I know what my problems are, I have been making an effort to fix them, I am recognizing personal success and I can help show the way to others." Conditions affecting stage preservation are daily points earned according to "Character Counts" pillars, journal assignments, daily group attendance and participation, school attendance and participation, and avoiding demotions by Fresno County Probation staff for behavior issues. Also, at this stage of progress in the program, youth continue to be eligible to apply for home passes known as "Furloughs" under the supervision and structure of the Fresno County Juvenile Justice Campus. Extra attention and support are provided to the youth and families for reintegration into the family and community structure, especially regarding relapse. Stage Four is a graduating stage and all of the youth do so with successful progress in identifying problem areas, competence at new skills to address concurrent and future problem areas in a sober and socially responsible manner and recognizing personal and family success in using learned skills.

Following are components of treatment provided within the program's framework of DBT and Social Learning:

**Process Groups:** address issues of personal responsibilities, such as journals, daily self-responsibility, behavior on the unit, and progress toward goals. They will also involve with evaluations, level advancement, and disciplinary actions.

**Community Groups:** which include everyone on the unit allow youths to have an active voice in the treatment community. Youth can discuss concerns or make suggestions during the meeting, and are encouraged to address peer behaviors that are not supportive of the community or healthy living as a group, with staff oversight. Participants come

together to resolve shared problems, plan activities, give and receive feedback to shape pro-social behavior, and share successes and failures.

**Psycho-Educational Groups:** The program consists of SUD education groups and process groups. An effective adolescent SUD treatment program must address four principal areas: 1) symptoms and patterns of behavior common to all addictive diseases; 2) issues specific to adolescents; 3) unique issues directly related to culture or ethnicity; and 4) issues related to family dynamics. The program's Educational Component addresses issues using age-appropriate methods that educate youth in a manner relevant to their lives. Exercises from the evidenced-based curriculum workbook are incorporated in adolescent groups. The curriculum currently in use is available for review upon request.

The workbooks T4C, the Matrix Model for Teens, and Hazelden's Criminal and Addictive Thinking offer cognitive behavioral treatment curriculums that map a life of recovery and freedom for chemically dependent offenders. Assignments are step by step through intake and orientation, criminal and addictive thinking, drug and alcohol education, socialization, relapse prevention, and release and reintegration preparation. The curriculum is designed to help clients see how thought processes lock in destructive behaviors, recognize links between addiction and criminal activity, develop healthier ways of relating to others, and learn to keep recovery strong. They are incorporated into treatment plans based on the individual's strengths, and supported through workbook study groups, peer discussions, school activities, individual check-ins with counselors, and a self-monitored system to encourage individual responsibility. Workbook completion is part of the program requirements for successful graduation and serves as a concrete, visual measurement for clients and an outcome measurement tool for the program.

MHS' experience in providing substance abuse treatment to similar target populations of youth as those in the New Horizons Program at the Fresno County Juvenile Justice Campus informs of the need to continue providing Anger Management. As youth leave the bio-chemical influences of substances they often find they lack sufficient knowledge and tools to manage their emotions.

**Individual Counseling:** Individual substance abuse counseling is available to youth in the program in the form of Intake and Assessment, Treatment Planning, Crisis Intervention, and Collateral Services as needed and averages (60) minutes per session. The youth are encouraged to discuss recovery related issues in the group and community meetings to fully benefit from the therapeutic community; however, some youth may find certain issues too sensitive or emotionally overwhelming to divulge to the community but may be able to effectively work on these problems through individual counseling.

**Individual Therapy:** Individual psychotherapy has been identified a crucial part of dual treatment in co-occurring disorders. Individual psychotherapy is provided by a qualified mental health clinician under the direct supervision of a

licensed mental health clinician, in accordance with California Board of Behavioral Health requirements and as needed to assess, diagnose, and treat Severe Emotional Disorders pursuant to Section 1911(c) of the Public Health Service Act. Individual therapy is guided by the therapeutic goals established with the minor during the assessment. These goals focus on alleviating the symptoms of the mental health diagnosis, address impairment in functioning and build on the strengths and coping skills of the minor.

**Family Therapy:** Family psychotherapy has been identified a crucial part of dual treatment in co-occurring disorders. Family psychotherapy is provided by a qualified mental health clinician under the direct supervision of a licensed mental health clinician, in accordance with California Board of Behavioral Health requirements and as needed to assess, diagnose, and treat Severe Emotional Disorders. Family psychotherapy is guided by the therapeutic goals established with the minor during the assessment. These goals focus on alleviating the symptoms of the mental health diagnosis, address impairment in functioning and build on the strengths and coping skills of the minor.

**Family Counseling Groups:** Family counseling groups for substance abuse are provided weekly in a multi-family group setting. During the initial phase of the program families are informed of the support group and encouraged to participate. Any family member can speak with the substance abuse counselor at any time.

**Family Group Psycho-Educational Sessions:** Focus on prevention topics and allow families to share experiences. Many families fear talking about "family secrets." Some "secrets" include other members using drugs, violence in the home, financial struggles, judicial problems, and fears of losing their children. The group is designed to allow members to speak freely and fosters mutual identification of possible solutions to common problems. Issues, such as abuse and domestic violence, are referred for further assistance to appropriate resources. Family members are asked to sign information release forms when using outside resources, to allow communication between agencies and maximize support for the clients and avoid duplication of services.

**Self-Help Group Participation (12-Step Programs):** Twelve-Step meetings are an important adjunct support system and introduction of them is part of each treatment plan. Clients learn about the program via workbooks and guest speakers sharing their experiences, strength, and hope. Many youth report reluctance to attend outside meetings so this helps to familiarize them and experience the positive benefits.

**Education:** Most youth in the program have histories of academic failure that increases their risk of substance abuse, delinquency, and violence. In most cases the reason for failure is not for lack of ability, but rather the structure and reinforcement of successful experience. MHS believes that youth must not be allowed to fail and will work educational system to ensure success. During the youth's time in the program this may mean coordinating referrals for specialized tutoring, developing incentive programs, advocating for diagnostic educational assessment for learning disabilities, or

inviting teachers to be part of the treatment team. Academic success is a key predictor for maintaining a drug and crime free life and, as such, is a key component of the youth's discharge and outpatient treatment plan. The SUD counselor, mental health clinician, and Family Support Partner will coordinate school placement at discharge, arrange mentoring/tutoring, and other support services as necessary.

**Gang Prevention:** For those youth who report or are otherwise identified by Fresno County Probation or Courts as being at risk of gang affiliation, being gang affiliated, or having validated membership in a gang, NHP utilizes specifically adapted cognitive behavioral therapy and evidence-based curriculum to address underlying issues and promote reintegration into the community with pro-social skills and behaviors.

**Domestic Violence and Batterer's Classes:** For those youth who report or are otherwise identified by Fresno County Probation or Courts as being required to complete Domestic Violence or Batterer's Classes, NHP proposes to continue to provide classes by certified facilitators at the request of Fresno County Probation. NHP has staff who are certified facilitators and include facilitator certification as part of the staff training plan.

**Discharge Plan:** Discharge planning begins at intake and is revised during the treatment phase with input from the treatment team. The discharge plan will recommend the level of care required; describe SUD outpatient care, mental health follow-up, educational and/or vocational plan, and necessary services and referrals for the family to support recovery. The discharge plan is documented on the Release Plan form.

**Case Management:** The certified SUD counselor, mental health clinician, and Family Support Partner have been responsible for providing case management services for the youth and their families. This includes coordination of services from various agencies, collaboration on discharge planning to ensure youth and family have a complete and appropriate reentry plan, access to outpatient services that address language and cultural needs and identify barriers to obtaining services.

**SUD-Free Recreational and Pro-Social Activities:** Drug-free, organized, interactive social and recreational activities are a key feature and are built into the program structure. Such activities help the participants that they can have fun without the influence of substances. Progress is monitored and documented by the counselor. Supervised activities may include basketball, flag football, baseball, aerobics, and yoga, and social events such as holiday celebrations. The program will seek volunteers to demonstrate various sport and recreational opportunities, such as music, dance, meditation, sports, and life skills classes.

Bringing family and/or caretakers into the treatment process as soon as possible assists in reducing post release risks, decreases recidivism and facilitates a successful reintegration into the community. However, MHS understands that a youth's parents may not be available or, as a result of their own substance abuse or criminal involvement, may be unable

to be a positive support for the youth's treatment. MHS staff will help the youth identify and engage another linguistically and culturally appropriate adult, preferably a relative who has the youth's trust and faith. Family describes a biologically or socially related adult with a positive relationship to the youth. In this context, parent includes biological, adoptive or foster parents, grandparents, or any adult caretaker assuming responsibility for the youth's care and custody.

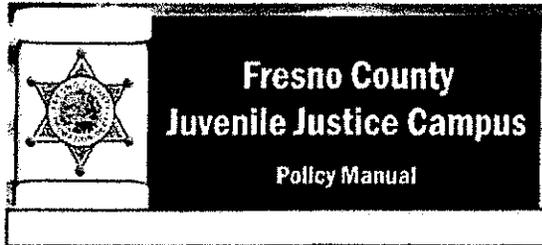
Following is a description of New Horizons Program Groups as they are scheduled weekly:

- Monday-Saturday: Individual/Family Therapy Sessions are available per appointment during scheduled hours of 12:00PM-1:00PM and 6:00PM-8:00PM weekdays and 12:00PM-8:00PM Saturdays.
- Monday: Core Leadership Group: Selected Stage Three's and Stage Four's meet together as a peer leadership group to address community issues and strategize solutions. They further discuss the youth who recently arrived to the program, evaluate peer mentoring relationships, and discuss youth who will be sitting for evaluation and stages promotions.
- Monday: Social Learning Community Group: Selected Stage Threes and Stage Fours co-facilitate with staff a peer process group with all youth in the program to address community issues and solutions. They further discuss the youth who recently arrived to the program, evaluate peer mentoring relationships, and discuss youth who will be sitting for evaluation and stages promotions. Promotions only occur during the Community Group.
- Monday Night: Family Awareness Group: All parents/guardians of the youth in the program are invited to attend a process group with their children. Various topics are presented by the SUD counselor, mental health clinicians, and Family Support Partner including: substance abuse education and treatment, drug prevention and education, multiple family group psychotherapy, psychoeducational groups, parenting skills, awareness of community resources available to families, as well as aftercare resources for youth.
- Tuesday: Substance Abuse Treatment and Education Group: All youth in the program participate in processing topics including: substance abuse education and treatment, drug prevention and education, triggers/cravings, identifying supportive relationships, introduction to the 12-step model. Treatment is planned using the Matrix Model for Teens and Hazelden New Directions Curriculum.
- Wednesday: Clinical Process Group: All youth in the program participate in psychotherapeutic process groups. Topics frequently support processing the substance abuse groups but are customized to meet the needs of the group; however, all youth in the program participate in curriculum topics that address all psycho-social development and barriers that teens may face, including emotional barriers, cognitive barriers and distortions that can inhibit a youths success, such as substance abuse, trauma, gang involvement and mental health challenges. Staff also include other

topics as identified by program staff or court order and Fresno County Probation. The topics are rotated on a quarterly basis to ensure that all youth receive all necessary and court ordered services.

- Thursday: Thinking for A Change and Process Group: All youth in the program participate in Thinking for a Change. The topics address delinquent behaviors and teach pro-social skill by motivating the group members to actively participate in their own learning and taking responsibility for their own life situations. Group facilitators demonstrate the three cognitive perspectives of the program: social skills, the skill of cognitive self-change, and problem-solving skills. The program staff re-enforces the skills by utilizing them in the daily programming with the youth, to ensure the skills are learned.
- Friday: Thinking for a Change and Process Group: All youth in the program participate in second weekly lesson of Thinking for a Change for the first half of group, then for the second half of group topics are kept to lighter issues and serve to wrap up the week's learning. Program staff further take advantage of Friday groups to closely evaluate each youth's current status and formulate weekend strategies for maintaining appropriate behaviors and attitudes through the weekend when regular program services resume on Monday.  
Weekends can be a difficult time for some youth as others leave for home passes to spend time with family and they remain in the program. The program manager is available by cell phone to provide support through the weekend and after hours. Mental Health and medical emergencies are referred to Fresno County Juvenile Justice Campus staff, Contracted Mental Health staff, and 911 if needed.
- Fridays: Client Raffle Incentive – Client recognition of goals for the week is available to all youth who meet behavior criteria to participate. Youth earn credits based on daily scores which are related to behavior, taking responsibility and completion of assigned tasks.

MHS proposes continued cooperation with Fresno County Behavioral Health Court, Fresno County Probation, Fresno County Mental Health, other agencies and staff located at the Fresno County Juvenile Justice Campus, as well as appropriate community resources in sustaining evidenced based curriculum for the youth and families in the community to treat severe emotional disturbances, substance abuse, and other co-occurring disorders.



**Subject: Hostage Situations**

**Policy Number: 326.0**

**Page: 1 of 2**

**Date Originated: April 1, 2004**

**Date Revised: February 1, 2008**

**Authority: Title 15; Section 1327;  
California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

#### **I. HOSTAGE SITUATION PROCEDURES**

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
1. Summon assistance from other officers as required.
  2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
  3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
  4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
  5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

**Subject: Hostage Situation**  
**Policy #: 326.0**

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1. The number and identity of both the hostages and hostage takers;
  2. Any known weapons possessed by the hostage takers;
  3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

## **II. PARENTAL AND MEDIA INFORMATION**

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

## **III. SECURITY AND OPERATIONAL REVIEW**

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

**Fresno County, Department of Behavioral Health  
Drug Medi-Cal Organized Delivery System  
Description of Service Modalities**

Covered services under the Drug Medi-Cal Organized Delivery System (DMC-ODS) shall be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 CFR 440.230. Contractors shall ensure that the services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished. Contractors may not arbitrarily deny or reduce the amount duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the beneficiary (IA III.C, Covered Services).

Contractors are required to ensure services are provided timely. Timeliness is defined as no more than ten (10) days from initial contact for non-emergency outpatient services, no more than three (3) days from initial contact for first dose of NTP , no more than 48 hours from initial contact for non-emergency residential services and no more than 48 hours from initial contact for urgent services.

Placement in an appropriate level of care must be determined through an assessment based on the American Society of Addiction Medicine (ASAM) criteria and prescribed by the contractor's medical director.

## **DRUG MEDI-CAL SERVICES:**

### **OUTPATIENT SERVICES (ASAM LEVEL 1.0)**

Outpatient services consist of up to nine (9) hours per week of medically necessary services for adults and less than six (6) hours per week of services for adolescents.

Outpatient services shall include: assessment; treatment planning; individual and group counseling; family therapy; beneficiary education; medication services; collateral services; crisis intervention services; and discharge planning and coordination.

Services may be provided in-person, by telephone, or by telehealth in any appropriate setting in the community.

### **INTENSIVE OUTPATIENT SERVICES (ASAM LEVEL 2.1)**

Intensive outpatient involves structured programming provided to beneficiaries as medically necessary for a minimum of nine (9) hours and a maximum of nineteen (19) hours per week for adult perinatal and non-perinatal beneficiaries. Adolescents are provided a minimum of six (6) and a maximum of nineteen (19) hours of service per week.

Intensive outpatient services shall include: assessment; treatment planning; individual and/or group counseling; beneficiary education; family therapy; medication services; collateral services; crisis intervention services; and discharge planning and coordination.

Services may be provided in-person, by telephone, or by telehealth in any appropriate setting in the community.

### **OPIOID (NARCOTIC) TREATMENT PROGRAMS (ASAM LEVEL 1.0)**

**Narcotic treatment programs services and regulatory requirements shall be provided in accordance with Title 9, Chapter 4.**

Pursuant to W&I Code, Section 14124.22, a Narcotic Treatment Program (NTP) contractor who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions to Medi-Cal beneficiaries who are not enrolled in managed care plans as long as those services are within the scope of the contractor's practice. NTP contractors shall refer all Medi-Cal beneficiaries that are enrolled in managed care plans to their respective managed care plan to receive medically necessary medical treatment of their concurrent health conditions.

The diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries that are not enrolled in managed care plans by a NTP contractor may be provided within the Medi-Cal coverage limits. When the services are not part of the substance use disorder (SUD) treatment reimbursed pursuant to W&I Code, Section 14021.51, the services rendered shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include all of the following:

1. Medical treatment visits;
2. Diagnostic blood, urine and x-rays;
3. Psychological and psychiatric tests and services;
4. Quantitative blood and urine toxicology assays; and
5. Medical supplies.

An NTP contractor who is enrolled as a Medi-Cal fee-for-service provider shall not seek reimbursement from a beneficiary for SUD treatment services, if the NTP contractor bills the services for treatment of concurrent health conditions to the Medi-Cal fee-for-service program.

NTP services shall only be provided by a licensed NTP to beneficiaries who meet medical necessity criteria requirements.

Services shall be provided in accordance with an individualized beneficiary plan determined by a licensed prescriber.

NTP contractors may offer and prescribe medications to beneficiaries covered under the DMC-ODS formulary including methadone, buprenorphine, naloxone, and disulfiram.

Services provided as part of an NTP shall include: assessment, treatment planning, individual and group counseling, beneficiary education; medication services, collateral services, crisis intervention services, medical psychotherapy and discharge services.

Beneficiaries shall receive between fifty (50) and two-hundred (200) minutes of counseling per calendar month with a therapist or counselor, and, when medically necessary, additional counseling services may be provided.

For an individual to receive ongoing NTP services, the Medical Director, licensed physician, or LPHA must reevaluate that beneficiary's medical necessity qualification at least annually through the reauthorization process and determine that those services are still clinically appropriate.

**PERINATAL/NON-PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES (EXCLUDING ROOM AND BOARD) (ASAM LEVELS 3.1, 3.3 and 3.5)**

Residential services are provided in California Department of Health Care Services (DHCS) (Department of Social Services for adolescents) licensed residential facilities that also have DMC certification and an ASAM designation by DHCS as capable of delivering care consistent with ASAM treatment criteria. The treatment portion of residential services is reimbursable through Drug Medi-Cal.

There is no bed capacity limit for residential services.

Adults (21 and over): may receive up to two (2) non-continuous short-term residential regimens per 365-day period. A short-term residential regimen is defined as one (1) residential stay in a DHCS licensed facility for a maximum of ninety (90) days.

An adult beneficiary may receive one thirty (30) day extension per 365-day period, if that extension is determined to be medically necessary.

Adolescents (under the age of 21): may receive up to two (2) non-continuous residential regimens per 365-day period for a maximum of thirty (30) days. Adolescent beneficiaries may receive one thirty (30) day extension per 365-day period, if that extension is determined to be medically necessary. Adolescent beneficiaries receiving residential treatment shall be stabilized as soon as possible and moved down to a less intensive level of treatment. Nothing in the DMC-ODS or in this paragraph overrides any EPSDT requirements.

Perinatal beneficiaries: If determined to be medically necessary, perinatal beneficiaries may receive a longer length of stay than those described above. Perinatal beneficiaries may receive lengths of stay up to the length of the pregnancy and postpartum period (60 days after the pregnancy ends).

Residential contractor(s) must seek prior authorization for residential services following the established Substance Use Treatment and Authorization Request (STAR) timeframes, found in the Provider Manual.

#### **WITHDRAWAL MANAGEMENT (WM– ASAM LEVELS 1, 2, 3.2, 3.7 and 4)**

The treatment portion of withdrawal management service is reimbursable through Drug Medi-Cal.

Withdrawal management (WM) services are prescribed based on an individual assessment using the ASAM criteria. The components of WM include: intake, observation, medication services as determined necessary and discharge/transition planning services. Contractor(s) shall ensure beneficiaries receiving both residential and outpatient WM services are monitored during the detoxification process.

Contractor(s) shall provide medically necessary habilitative and rehabilitative services in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber.

ASAM 3.7-WM and 4-WM services are part of the DMC-ODS continuum of care but are offered through with the Medi-Cal fee-for-service Managed Care Plans, Anthem Blue Cross and CalViva Health. If a beneficiary is determined to be in need of this level of care, the provider should coordinate the transition to a provider under one of the above-mentioned Managed Care Plans for treatment.

#### **ADDITIONAL MEDICATION ASSISTED TREATMENT (MAT)**

Additional MAT involves the ordering, prescribing, administering, and monitoring of medications for substance use disorders. Medically necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or licensed prescriber.

The program providing MAT is responsible for the prescribing, ordering, and monitoring of medications to beneficiaries receiving SUD treatment. Allowable medications include: buprenorphine; naltrexone; disulfiram; acamprosate; and naloxone.

#### **CASE MANAGEMENT SERVICE**

Case management services are defined as a service that assists a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.

Case management services shall focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic SUD, and interaction with the criminal justice system, if needed.

Case management services will be provided by contractors once the beneficiary is enrolled in an SUD program. Case management services will be monitored by County during the annual site review.

Case management services may be provided by a Licensed Practitioner of the Healing Arts or certified counselor.

Contractors shall use case management services to coordinate with physical and/or mental health systems of care.

Case management services may be provided in person, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

Case management shall be consistent with and shall not violate confidentiality of alcohol or drug beneficiaries as set forth in 42 CFR Part 2, and California law.

## **RECOVERY SERVICES**

Recovery services are available to beneficiaries who have completed an SUD treatment program and must be addressed in the beneficiary's discharge plan. Recovery services can be utilized when the beneficiary is triggered, when the beneficiary has relapsed or simply as a measure to prevent relapse.

Contractors that do not opt to make recovery services available must refer beneficiaries to a contractor that provides recovery services.

Recovery Services shall include:

1. Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
2. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
3. Substance Abuse Assistance: Peer-to-peer services (once Fresno County has implemented a DHCS-approved Peer Support Specialist Training Plan) and relapse prevention;
4. Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
5. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
6. Support Groups: Linkages to self-help and support, spiritual and faith-based support; and
7. Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.

The contractor shall provide:

1. Recovery services to beneficiaries as medically necessary;
2. Beneficiaries with access to recovery services after completing their course of treatment; and

3. Recovery services in person, by telephone, or by telehealth with the beneficiary.

### **PHYSICIAN CONSULTATION**

Physician Consultation services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice with regards to designing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

County will provide DMC certified contractors with access to one or more American Board of Addiction Medicine-certified physicians or pharmacists in order to facilitate consultations.

Access to physician consultation will only be available to DMC contracted treatment providers.

**NON-DMC FUNDED SERVICES:**

Non-DMC eligible beneficiaries will have access to the same services as DMC beneficiaries with costs reimbursed through other sources. These services, available to all perinatal and non-perinatal adults and adolescents, include outpatient, intensive outpatient, additional medication assisted treatment and residential treatment, including withdrawal management. Case management, physician consultation and recovery services are also available to non-DMC eligible beneficiaries as a component of the outpatient and residential treatment modalities.

Recovery residences are available to DMC and non-DMC eligible beneficiaries who are actively engaged in outpatient SUD treatment or recovery services.

Room and Board for residential treatment and withdrawal management services is not eligible for reimbursement through DMC. These costs will be covered with other non-DMC funding sources.

## **SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) INTERGOVERNMENTAL AGREEMENT REQUIREMENTS**

**Fresno County, through the Department of Behavioral Health, makes substance use disorder treatment services available throughout the county to Medi-Cal eligible beneficiaries through funds provided under an Intergovernmental Agreement with the California Department of Health Care Services. The County, and all contracted providers, must comply with the terms of the Intergovernmental Agreement, and any amendments thereto, including but not limited to the following:**

1. **RESTRICTIONS ON USE OF SABG FUNDS TO PAY FOR SERVICES REIMBURSABLE BY MEDI-CAL**

CONTRACTOR shall ensure that billing SABG funds only occurs for services that are not reimbursable by Medi-Cal. If CONTRACTOR utilizes SABG funds to pay for a service included in the DMC-ODS, CONTRACTOR shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available. This documentation shall be provided to COUNTY at the time of billing and retained in the beneficiary file for review.

2. **STATE ALCOHOL AND DRUG REQUIREMENTS**

A. **INDEMNIFICATION**

The CONTRACTOR agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.

B. **INDEPENDENT CONTRACTOR**

The CONTRACTOR and the agents and employees of CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

C. **CONTROL REQUIREMENTS**

This Agreement is subject to all applicable Federal and State laws, regulations and standards. CONTRACTOR(S) shall establish written procedures consistent with State-County Contract requirements. 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.

D. 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 Part 2, Title 42, Code of Federal Regulations; 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.

E. REVENUE COLLECTION POLICY

CONTRACTOR shall conform to all policies and procedures regarding revenue collection issued by the State under the provisions of the Health and Safety Code, Division 10.5.

F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

CONTRACTOR agrees that all funds paid out by the State shall be used exclusively for providing alcohol and/or drug program services, administrative costs, and allowable overhead.

G. ACCESS TO SERVICES

CONTRACTOR shall provide accessible and appropriate services in accordance with Federal and State statutes and regulations to all eligible persons.

H. REPORTS

CONTRACTOR agrees to participate in surveys related to the performance of this Agreement and expenditure of funds and agrees to provide any such information in a mutually agreed upon format.

I. AUDITS

All State and Federal funds furnished to the CONTRACTOR(S) pursuant to this Agreement along with related patient fees, third party payments, or other related revenues and funds commingled with the foregoing funds are subject to audit by the State. The State may audit all alcohol and drug program revenue and expenditures contained in this Agreement for the purpose of establishing the basis for the subsequent year's negotiation.

J. RECORDS MAINTENANCE

1) CONTRACTOR shall maintain books, records, documents, and other evidence necessary to monitor and audit this Agreement.

2) CONTRACTOR shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and

accessibility of services. Information on each individual shall include, but not be limited to, admission records, patient and participant interviews and progress notes, and records of service provided by various service locations, in sufficient detail to make possible an evaluation of services provided and compliance with this Agreement.

3. FEDERAL CERTIFICATIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED  
TRANSACTIONS

A. DBH and CONTRACTOR recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, DBH will be referred to as the "prospective recipient".

B. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1) The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) The prospective recipient of funds agrees by entering into this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

4) The CONTRACTOR shall provide immediate written notice to DBH if at any time CONTRACTOR learns that its certification in this clause of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to this clause of this Agreement, and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6) The certification in this clause of this Agreement is a material representation of fact upon which reliance was placed by COUNTY when this transaction

was entered into.

C. CONTRACTOR shall not employ or subcontract with any party listed in the government wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If CONTRACTOR employs or subcontracts an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

4. SMOKING PROHIBITION REQUIREMENTS

CONTRACTOR shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Section 6081, et seq.), and with California Labor Code Section 6404.5, the California Smoke-Free Workplace Law.

5. CONFIDENTIALITY OATH

CONTRACTOR shall ensure that all of its employees sign a written confidentiality oath, attached hereto as Attachment A, before they begin employment with CONTRACTOR and shall renew said document annually thereafter. CONTRACTOR shall retain each employee's written confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the termination of this agreement.

6. CULTURALLY COMPETENT SERVICES

CONTRACTOR shall ensure equal access to quality care by diverse populations by adopting the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and complying with 42 CFR 438.206(c)(2). CONTRACTOR shall promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

7. ADA CONSIDERATIONS

CONTRACTOR shall ensure that physical access, reasonable accommodations, and accessible equipment for Medicaid beneficiaries with physical or mental disabilities are provided to all beneficiaries.

8. ADDITIONAL CONTRACT RESTRICTIONS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, as well as federal or state governments which may affect the provisions, terms, or funding of this Contract in any manner.

9. HATCH ACT

CONTRACTOR shall comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

10. UNLAWFUL USE OF DRUGS AND ALCOHOL OR UNLAWFUL USE MESSAGES

CONTRACTOR shall ensure that information produced with Federal funds pertaining to drug and alcohol related programs contains a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, CONTRACTOR shall ensure that no aspect of the program includes any message in materials, curricula, teachings, or promotion of the responsible use, if the use is unlawful, of drugs or alcohol pursuant to Health and Safety Code (HSC) 11999-11999.3.

CONTRACTOR must sign the Unlawful Use of Drugs and Alcohol Certification, attached hereto as Attachment B, incorporated herein by reference and made part of this Agreement agreeing to uphold the obligations of HSC 11999 – 11999.3.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subcontractor that is a private entity is determined to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message.

11. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

CONTRACTOR shall ensure that none of the funds made available through this Agreement with COUNTY may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

12. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS CONTRACTORS

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42,

CFR, Part 54 to prohibit discrimination against nongovernmental organizations and certain individuals on the basis of religion in the distribution of government funds to provide substance abuse services and to allow the organizations to accept the funds to provide the services to the individuals without impairing the religious character of the organizations or the religious freedom of the individuals.

13. COUNSELOR CERTIFICATION

CONTRACTOR shall ensure that any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, Division 4, Chapter 8.

14. INTRAVENOUS DRUG USE (IVDU) TREATMENT

CONTRACTOR shall ensure that beneficiaries in need of IVDU treatment shall be encouraged to undergo AOD treatment adhering to provisions in 42 USC 300x-23 and 45 CFR 96.126(e). DHCS shall monitor programs for compliance with this requirement.

15. TUBERCULOSIS TREATMENT

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

- A. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

16. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY

CONTRACTOR shall conform to all Federal statutes and regulations prohibiting trafficking in persons, as well as trafficking-related activities, including, but not limited to the trafficking of persons provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as amended by Section 1702.

CONTRACTOR, CONTRACTOR's employees, subrecipients, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subrecipient that is a private entity is determined to have violated a prohibition of the TVPA or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the TVPA through conduct that is either associated with performance under the award or imputed to the CONTRACTOR or their subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).

CONTRACTOR must inform the DBH Director or her designee immediately of any information received from any source alleging a violation of a prohibition of the TVPA.

CONTRACTOR must sign a certification annually acknowledging the Trafficking Victims Protection Act of 2000 requirements (TVPA Certification), attached hereto as Attachment C, incorporated herein by reference and made part of this Agreement and must require all employees to complete annual TVPA training.

17. BYRD ANTI-LOBBYING AMENDMENT

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

18. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into the State-County Intergovernmental Agreement, CONTRACTOR shall not unlawfully discriminate against any person.

19. FEDERAL LAW REQUIREMENTS

CONTRACTORS shall comply with the following Federal law requirements:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

- C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- D. Age Discrimination in Employment Act (29 CFR Part 1625).
- E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- F. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- H. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- L. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

20. STATE LAW REQUIREMENTS

CONTRACTOR shall comply with the following State law requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8, commencing with Section 10800.
- D. No state or Federal funds shall be used by COUNTY, or CONTRACTOR, for sectarian worship, instruction, and/or

proselytization. No state funds shall be used by CONTRACTOR, or CONTRACTOR, to provide direct, immediate, or substantial support to any religious activity.

- E. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

21. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

- A. Materials explaining services available to the public,
- B. Language assistance,
- C. Language interpreter and translation services, and
- D. Video remote language interpreting services.

22. INTERIM SERVICES

CONTRACTOR must adhere to the State-County Contract requirement to provide Interim Services in the event that an individual must wait to be placed in treatment.

Interim Substance Abuse Services means services that are provided until an individual is admitted to a substance abuse treatment program. The purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure the HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

Records must indicate evidence that Interim Services have been provided and documentation will be reviewed for compliance.

23. CHARITABLE CHOICE

CONTRACTOR may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTOR must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DBH Contracts Division - SUD Services a copy of its policy on referring individuals to alternate treatment CONTRACTOR, and include a copy of this policy in its client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to SUD Services. Adherence to this policy will be monitored during annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to SUD Services the number of individuals who requested referrals to alternate providers based on religious objection. In addition, CONTRACTOR shall comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

24. MINIMUM QUALITY DRUG TREATMENT STANDARDS

CONTRACTOR shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs. The Minimum Quality Drug Treatment Standards are attached hereto and by this reference incorporated herein as Attachment D.

25. RISK ASSESSMENT

CONTRACTOR shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. COUNTY, as the SABG first-tier sub-recipient, shall review the merit and risk associated with all potential grant second-tier sub-recipients (CONTRACTOR) annually prior to making an award. COUNTY shall perform and document annual subrecipient pre-award risk assessments for each CONTRACTOR and retain documentation for audit purposes.

26. CONTROL REQUIREMENTS

Performance under this Agreement is subject to all applicable Federal and State laws, regulations and standards. In accepting the State drug and alcohol combined program allocation pursuant to California Health and Safety Code section 11757, CONTRACTOR shall establish written accounting procedures consistent with applicable Federal and State laws, regulations and standards, and shall be held accountable for audit exceptions taken by the State or COUNTY for failure to comply

with these requirements. These requirements include, but may not be limited to, those set forth in this Agreement, and:

- A. HSC, Division 10.5, Part 2 commencing with Section 11760.
- B. Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
- C. Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
- D. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
- E. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.
- F. Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
- G. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
- H. Title 42, CFR, Sections 8.1 through 8.6.
- I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A - E).
- J. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- K. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

27. DRUG FREE WORKPLACE

CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act of 1990 (California Government Code section 8350).

28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

If any of the work performed under this Agreement is subject to the HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the State County Intergovernmental Agreement, DHCS, COUNTY and CONTRACTOR shall cooperate to assure mutual

agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

A. Trading Partner Requirements

1) No Changes: CONTRACTOR hereby agrees that for the personal health information (PHI), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal Health and Human Services Transaction Standard Regulation [45 CFR Part 162915(a)].

2) No Additions: CONTRACTOR hereby agrees that for PHI, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation [45CFR Part 162.915 (b)].

3) No Unauthorized Uses: CONTRACTOR hereby agrees that for PHI, it shall not use any code or data elements that are marked 'not used' in the in the HHS Transactions Implementation specification or are not in the HHS Transaction Standard's implementation specification [45CFR Part 162.915 (c)].

4) No Changes to Meaning or Intent: CONTRACTOR hereby agrees that for PHI, it shall not change the meaning or intent of the HHS Transaction Standard's implementation specification [45CFR Part 162.915 (d)].

B. Concurrence for Test Modifications to HHS Transaction Standards

CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it shall participate in such test modifications.

C. Adequate Testing

CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

The CONTRACTOR agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled CONTRACTOR if the COUNTY is acting as a clearinghouse for that

CONTRACTOR. If the CONTRACTOR is a clearinghouse, the CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled CONTRACTORS for which they provide clearinghouse services.

E. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for a least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### DBH VISION:

Health and well-being for our community.

### DBH MISSION:

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

### DBH GOALS:

Quadruple Aim

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

### GUIDING PRINCIPLES OF CARE DELIVERY:

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 2. Principle Two - Strengths-based

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

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

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

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

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

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

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

## **Fresno County Department of Behavioral Health Guiding Principles of Care Delivery**

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### 6. Principle Six - Culturally Responsive

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

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

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

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

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

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

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

## **Fresno County Department of Behavioral Health Guiding Principles of Care Delivery**

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

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

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

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



### Services and Supplies

<b>INSURANCE</b>		
0252	Liability Insurance	\$ 1,400
0253	Insurance Other-Specify	\$ -
<b>INSURANCE TOTAL</b>		\$ 1,400
<b>COMMUNICATIONS</b>		
0301	Telecommunications/data lines	\$ 807
0302	Answering Service	\$ -
<b>COMMUNICATIONS TOTAL</b>		\$ 807
<b>OFFICE EXPENSE</b>		
0351	Office Supplies	\$ 816
0352	Soc Rec., Workbooks	\$ -
0353	Printing/Reproduction	\$ 100
0354	Publications	\$ -
0355	Legal Notices/Advertising	\$ -
<b>OFFICE EXPENSE TOTAL</b>		\$ 916
<b>EQUIPMENT</b>		
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$ 476
0402	Equipment Rent/Lease (Copy Machines)	\$ 1,224
0403	Equipment Maintenance	\$ 792
<b>EQUIPMENT TOTAL</b>		\$ 2,492
<b>FACILITIES</b>		
0451	Rent/Lease Building	\$ -
0452	Facilities Maintenance	\$ -
0453	Utilities	\$ -
<b>FACILITIES TOTAL</b>		\$ -
<b>TRAVEL COSTS</b>		
0501	Staff Mileage	\$ 1,027
0502	Staff Travel (Out of County)	\$ 1,253
0503	Staff Training/Registration	\$ 5,480
0504	Transportation	\$ -
<b>TRAVEL COSTS TOTAL</b>		\$ 7,760
<b>PROGRAM SUPPLIES</b>		
0551	Program Supplies-Client Incentives	\$ -
0552	Program Supplies-Curriculum	\$ 1,600
0553	Program Supplies-Food	\$ 1,600
<b>PROGRAM SUPPLIES TOTAL</b>		\$ 3,200
<b>CONSULTANCY</b>		
0601	Consultant Services (Interpretive Services)	\$ 7,287
0602	Contracted Services (Recruitment)	\$ -
0603	Contracted Services (Medical Director)	\$ 1,350
0604	Contracted Services (Urinalysis)	\$ -
<b>CONSULTANCY TOTAL</b>		\$ 8,637
<b>FISCAL AND AUDITS</b>		
0651	Accounting/Bookkeeping (IT Support)	\$ -
0652	External Audit	\$ 100
<b>FISCAL AND AUDITS TOTAL</b>		\$ 100
<b>OTHER COSTS</b>		
0701	Indirect Costs	\$ 25,327
0702	Licenses/Taxes	\$ 2,316
0703	County Administration Fee	\$ -
0749	Other Business Services	\$ 1,735
<b>OTHER COSTS TOTAL</b>		\$ 29,378
<b>ONE TIME ADVANCE - Start Up Costs</b>		\$ -
<b>TOTAL PROGRAM EXPENDITURES</b>		\$ 100,000
<b>REVENUE/MATCH</b>		
3120	Drug Medi-Cal	\$ -
3121	Mental Health Medi-Cal	\$ -
3125	Youth Treatment Services (SAPT)	\$ -
3130	State Gran	\$ -
3140	Private Donations	\$ -
3150	Client Fees	\$ -
3160	Insurance	\$ -
<b>REVENUE/MATCH TOTAL</b>		\$ -
<b>NET PROGRAM BUDGET</b>		\$ 200,000

**18-042: SUD Services for Youth Incarcerated at the JJC**

**Projected Budget - Fiscal Year 2018-19 Narrative**

Provider Name: Mental Health Systems, Inc.

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 13,867	32%
Lead SUD Counselor	\$ 34,667	100%
SUD Counselor	\$ 27,733	100%
Family Support Partner	\$ 18,720	75%
Administrative Assistant	\$ 7,488	30%
Vice President	\$ 6,933	10%
Program Analyst	\$ 3,033	7%
Intern AOD Counselor	\$ -	25%
Position descriptions submitted with proposal.		List Amount
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 9,389</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 23,480</b>
<b>INSURANCE</b>	List the following insurance categories:	
	• 0251 - Workers Compensation Insurance	\$ 1,124
	• 0252 - Liability Insurance- Professional Liability and Malpractice Insurances	\$ 1,400
	• 0253 - Insurance Other - N/A	\$ -
<b>COMMUNICATIONS</b>	• 0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs. <span style="float: right;">\$ 807</span>	
	• 0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	• 0351 - Office Supplies: Includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies. <span style="float: right;">\$ 816</span>	
	• 0352 - Social/Rec, Workbooks.- N/A	
	• 0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the <span style="float: right;">\$ 100</span>	
	• 0354 - Publications - N/A	
	• 0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	• 0401 - Purchase of Equipment - One-time cost of desk/chair setup for staff, plus minor equipment needs	\$ 476
	• 0402 - Equipment Rent/Lease- Cost for lease of copy machine	\$ 1,224
	• 0403 - Equipment Maintenance: minor equipment repair for copier, IT equipment	\$ 792
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	• 0451 - Rent/Lease Building - Cost to rent facility.	\$ -
	• 0452 - Facilities Maintenance - Cost for a portion of the custodial/janitorial services for facility, alarm service, as well as minor building repairs like key replacements.	\$ -
	• 0453 - Utilities - Costs projected include a portion of the utilities cost to house	\$ -

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">\$ 1,027</span></li> <li>• 0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">\$ 1,253</span></li> <li>• 0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">\$ 5,480</span></li> <li>• 0504 - Transportation - N/A <span style="float: right;">\$ -</span></li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">\$ -</span></li> <li>• 0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">\$ 1,600</span></li> <li>• 0553 - Program Supplies - Food: Food for clients <span style="float: right;">\$ 1,600</span></li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">\$ 7,287</span></li> <li>• 0603 - Contracted Services - Medical Director <span style="float: right;">\$ 1,350</span></li> <li>• 0604 - Contracted Services - N/A <span style="float: right;">\$ -</span></li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0651 - Accounting/Bookkeeping - See Indirect</li> <li>• 0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">\$ 100</span></li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">\$ 25,327</span></li> <li>• 0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">\$ 2,316</span></li> <li>• 0703 - County Administration Fee -N/A <span style="float: right;">\$ -</span></li> <li>• 0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">\$ 1,735</span></li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>• 3120 - Drug Medi-Cal - estimated funding generated from DMC clients</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) - estimated funding generated from Youth treatment clients</li> <li>• 3130 - State Grant -</li> <li>• 3140 - Private Donations -</li> <li>• 3150 - Client Fees -</li> <li>• 3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount cannot exceed 1/12th of the total cost proposal for this section.</p>



**Services and Supplies**

<b>INSURANCE</b>		\$	2,100
0252	Liability Insurance	\$	-
0253	Insurance Other-Specify	\$	2,100
<b>INSURANCE TOTAL</b>		\$	2,100
<b>COMMUNICATIONS</b>		\$	1,211
0301	Telecommunications/data lines	\$	-
0302	Answering Service	\$	1,211
<b>COMMUNICATIONS TOTAL</b>		\$	1,211
<b>OFFICE EXPENSE</b>		\$	1,573
0351	Office Supplies	\$	-
0352	Soc Rec., Workbooks	\$	100
0353	Printing/Reproduction	\$	-
0354	Publications	\$	-
0355	Legal Notices/Advertising	\$	1,673
<b>OFFICE EXPENSE TOTAL</b>		\$	1,573
<b>EQUIPMENT</b>		\$	564
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$	1,836
0402	Equipment Rent/Lease (Copy Machines)	\$	1,188
0403	Equipment Maintenance	\$	3,588
<b>EQUIPMENT TOTAL</b>		\$	564
<b>FACILITIES</b>		\$	-
0451	Rent/Lease Building	\$	-
0452	Facilities Maintenance	\$	-
0453	Utilities	\$	-
<b>FACILITIES TOTAL</b>		\$	-
<b>TRAVEL COSTS</b>		\$	1,027
0501	Staff Mileage	\$	1,253
0502	Staff Travel (Out of County)	\$	6,720
0503	Staff Training/Registration	\$	-
0504	Transportation	\$	9,000
<b>TRAVEL COSTS TOTAL</b>		\$	1,027
<b>PROGRAM SUPPLIES</b>		\$	3,600
0551	Program Supplies-Client Incentives	\$	3,600
0552	Program Supplies-Curriculum	\$	2,400
0553	Program Supplies-Food	\$	6,000
<b>PROGRAM SUPPLIES TOTAL</b>		\$	3,600
<b>CONSULTANCY</b>		\$	7,800
0601	Consultant Services (Interpretive Services)	\$	-
0602	Contracted Services (Recruitment)	\$	1,600
0603	Contracted Services (Medical Director)	\$	-
0604	Contracted Services (Urinalysis)	\$	9,600
<b>CONSULTANCY TOTAL</b>		\$	7,800
<b>FISCAL AND AUDITS</b>		\$	100
0651	Accounting/Bookkeeping (IT Support)	\$	100
0652	External Audit	\$	100
<b>FISCAL AND AUDITS TOTAL</b>		\$	100
<b>OTHER COSTS</b>		\$	37,991
0701	Indirect Costs	\$	3,304
0702	Licenses/Taxes	\$	-
0703	County Administration Fee	\$	1,507
0749	Other Business Services	\$	42,802
<b>OTHER COSTS TOTAL</b>		\$	37,991
<b>ONE TIME ADVANCE - Start Up Costs</b>		\$	300,000
<b>TOTAL PROGRAM EXPENDITURES</b>		\$	300,000
<b>REVENUE/MATCH</b>		\$	-
3120	Drug Medi-Cal	\$	-
3121	Mental Health Medi-Cal	\$	-
3125	Youth Treatment Services (SAPT)	\$	-
3130	State Grant	\$	-
3140	Private Donations	\$	-
3150	Client Fees	\$	-
3160	Insurance	\$	-
<b>REVENUE/MATCH TOTAL</b>		\$	-
<b>NET PROGRAM BUDGET</b>		\$	300,000

**18-042: SUD Services for Youth Incarcerated at the JJC**

**Projected Budget - Fiscal Year 2019-20 Narrative**

Provider Name: **Mental Health Systems, Inc.**

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 21,426	32%
Lead SUD Counselor	53,560	100%
SUD Counselor	42,848	100%
Family Support Partner	28,922	75%
Administrative Assistant	11,569	30%
Vice President	10,400	10%
Program Analyst	4,550	7%
Intern AOD Counselor	-	25%
Position descriptions submitted with proposal.		<b>List Amount</b>
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 14,468</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 36,183</b>
<b>INSURANCE</b>	List the following insurance categories:	
	0251 - Workers Compensation Insurance	1733
	0252 - Liability Insurance- Professional Liability and Malpractice Insurances	2100
	0253 - Insurance Other - N/A	0
<b>COMMUNICATIONS</b>	0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs.	1211
	0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	0351 - Office Supplies: Includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies.	1573
	0352 - Social/Rec, Workbooks - N/A	
	0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program.	100
	0354 - Publications - N/A	
	0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	0401 - Purchase of Equipment - minor equipment needs	564
	0402 - Equipment Rent/Lease- Cost for lease of copy machine	1836
	0403 - Equipment Maintenance: minor equipment repair for copier, IT equipment	1188
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	0451 - Rent/Lease Building - Cost to rent facility.	0
	0452 - Facilities Maintenance - Cost for a portion of the custodial/janitorial services for facility, alarm service, as well as minor building repairs like key replacements.	0
	0453 - Utilities - Costs projected include a portion of the utilities cost to house program staff	0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">1027</span></li> <li>0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">1253</span></li> <li>0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">6720</span></li> <li>0504 - Transportation - N/A <span style="float: right;">0</span></li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">0</span></li> <li>0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">3600</span></li> <li>0553 - Program Supplies - Food: Food for clients <span style="float: right;">2400</span></li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">7800</span></li> <li>0603 - Contracted Services - Medical Director <span style="float: right;">1800</span></li> <li>0604 - Contracted Services - N/A <span style="float: right;">0</span></li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0651 - Accounting/Bookkeeping - See Indirect</li> <li>0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">100</span></li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">37991</span></li> <li>0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">3304</span></li> <li>0703 - County Administration Fee -N/A <span style="float: right;">0</span></li> <li>0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">1507</span></li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>3120 - Drug Medi-Cal - estimated funding generated from DMC clients</li> <li>3121 - Mental Health Medi-Cal -</li> <li>3125 - Youth Treatment Services - (SAPT) - estimated funding generated from Youth treatment clients</li> <li>3130 - State Grant -</li> <li>3140 - Private Donations -</li> <li>3150 - Client Fees -</li> <li>3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount The amount cannot exceed 1/12th of the total cost proposal for this section.</p>



### Services and Supplies

<b>INSURANCE</b>		\$	2,100
0252	Liability Insurance	\$	-
0253	Insurance Other-Specify	\$	2,100
<b>INSURANCE TOTAL</b>			
<b>COMMUNICATIONS</b>		\$	1,211
0301	Telecommunications/data lines		
0302	Answering Service	\$	1,211
<b>COMMUNICATIONS TOTAL</b>			
<b>OFFICE EXPENSE</b>		\$	1,549
0351	Office Supplies		
0352	Soc Rec., Workbooks	\$	100
0353	Printing/Reproduction		
0354	Publications		
0355	Legal Notices/Advertising	\$	1,649
<b>OFFICE EXPENSE TOTAL</b>			
<b>EQUIPMENT</b>		\$	564
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$	1,836
0402	Equipment Rent/Lease (Copy Machines)	\$	1,188
0403	Equipment Maintenance	\$	3,588
<b>EQUIPMENT TOTAL</b>			
<b>FACILITIES</b>		\$	-
0451	Rent/Lease Building	\$	-
0452	Facilities Maintenance	\$	-
0453	Utilities	\$	-
<b>FACILITIES TOTAL</b>			
<b>TRAVEL COSTS</b>		\$	1,027
0501	Staff Mileage	\$	1,253
0502	Staff Travel (Out of County)	\$	5,382
0503	Staff Training/Registration	\$	-
0504	Transportation	\$	7,662
<b>TRAVEL COSTS TOTAL</b>			
<b>PROGRAM SUPPLIES</b>		\$	-
0551	Program Supplies-Client Incentives	\$	2,400
0552	Program Supplies-Curriculum	\$	2,400
0553	Program Supplies-Food	\$	4,800
<b>PROGRAM SUPPLIES TOTAL</b>			
<b>CONSULTANCY</b>		\$	6,000
0601	Consultant Services (Interpretive Services)		
0602	Contracted Services (Recruitment)	\$	1,800
0603	Contracted Services (Medical Director)	\$	-
0604	Contracted Services (Urinalysis)	\$	7,600
<b>CONSULTANCY TOTAL</b>			
<b>FISCAL AND AUDITS</b>			
0651	Accounting/Bookkeeping (IT Support)	\$	100
0652	External Audit	\$	100
<b>FISCAL AND AUDITS TOTAL</b>			
<b>OTHER COSTS</b>			37,991
0701	Indirect Costs		3,304
0702	Licenses/Taxes		-
0703	County Administration Fee		1,507
0749	Other Business Services	\$	42,802
<b>OTHER COSTS TOTAL</b>			
<b>ONE TIME ADVANCE - Start Up Costs</b>		\$	300,000
<b>TOTAL PROGRAM EXPENDITURES</b>			
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal		
3121	Mental Health Medi-Cal		
3125	Youth Treatment Services (SAPT)		
3130	State Grant		
3140	Private Donations		
3150	Client Fees		
3160	Insurance	\$	-
<b>REVENUE/MATCH TOTAL</b>		\$	300,000
<b>NET PROGRAM BUDGET</b>			

### 18-042: SUD Services for Youth Incarcerated at the JJC

Projected Budget - Fiscal Year 2020-21 Narrative

Provider Name: Mental Health Systems, Inc.

PERSONNEL / SALARIES		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 22,065	32%
Lead SUD Counselor	55,162	100%
SUD Counselor	44,138	100%
Family Support Partner	29,796	75%
Administrative Assistant	11,918	30%
Vice President	10,400	10%
Program Analyst	4,550	7%
Intern AOD Counselor	-	25%
Position descriptions submitted with proposal.		List Amount
PAYROLL TAXES TOTAL		\$ 14,866
EMPLOYEE BENEFITS TOTAL		\$ 35,393
INSURANCE	List the following insurance categories:	
	0251 - Workers Compensation Insurance	1780
	0252 - Liability Insurance- Professional Liability and Malpractice Insurances	2100
	0253 - Insurance Other - N/A	0
COMMUNICATIONS	0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs.	1211
	0302 - Answering Service - N/A	
OFFICE EXPENSE	0351 - Office Supplies: includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies.	1549
	0352 - Social/Rec, Workbooks.- N/A	
	0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program.	100
	0354 - Publications - N/A	
	0355 - Legal Notices/Advertising - N/A	
EQUIPMENT	List the following equipment categories and provide a brief description for each category:	
	0401 - Purchase of Equipment - minor equipment needs	564
	0402 - Equipment Rent/Lease- Cost for lease of copy machine	1836
	0403 - Equipment Maintenance: minor equipment repair for copier, IT equipment	1188
FACILITIES	List the following facilities categories and provide a brief description for each category:	
	0451 - Rent/Lease Building - Cost to rent facility.	0
	0452 - Facilities Maintenance - Cost for a portion of the custodial/janitorial services for facility, alarm service, as well as minor building repairs like key replacements.	0
	0453 - Utilities - Costs projected include a portion of the utilities cost to house program staff	0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>☐ 0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">1027</span></li> <li>☐ 0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">1253</span></li> <li>☐ 0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">5382</span></li> <li>☐ 0504 - Transportation - N/A <span style="float: right;">0</span></li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>☐ 0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">0</span></li> <li>☐ 0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">2400</span></li> <li>☐ 0553 - Program Supplies - Food: Food for clients <span style="float: right;">2400</span></li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>☐ 0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">6000</span></li> <li>☐ 0603 - Contracted Services - Medical Director <span style="float: right;">1800</span></li> <li>☐ 0604 - Contracted Services - N/A <span style="float: right;">0</span></li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>☐ 0651 - Accounting/Bookkeeping - See Indirect</li> <li>☐ 0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">100</span></li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>☐ 0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">37991</span></li> <li>☐ 0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">3304</span></li> <li>☐ 0703 - County Administration Fee -N/A <span style="float: right;">0</span></li> <li>☐ 0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">1507</span></li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>☐ 3120 - Drug Medi-Cal - estimated funding generated from DMC clients</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) - estimated funding generated from Youth treatment clients</li> <li>☐ 3130 - State Grant -</li> <li>☐ 3140 - Private Donations -</li> <li>☐ 3150 - Client Fees -</li> <li>☐ 3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount The amount cannot exceed 1/12th of the total cost proposal for this section.</p>



**Services and Supplies**

<b>INSURANCE</b>		\$	2,100
0252	Liability Insurance	\$	-
0253	Insurance Other-Specify	\$	2,100
<b>INSURANCE TOTAL</b>			
<b>COMMUNICATIONS</b>		\$	1,211
0301	Telecommunications/data lines		
0302	Answering Service	\$	1,211
<b>COMMUNICATIONS TOTAL</b>			
<b>OFFICE EXPENSE</b>		\$	1,549
0351	Office Supplies		
0352	Soc Rec., Workbooks	\$	100
0353	Printing/Reproduction		
0354	Publications		
0355	Legal Notices/Advertising	\$	1,649
<b>OFFICE EXPENSE TOTAL</b>			
<b>EQUIPMENT</b>		\$	564
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$	1,636
0402	Equipment Rent/Lease (Copy Machines)	\$	1,188
0403	Equipment Maintenance	\$	3,588
<b>EQUIPMENT TOTAL</b>			
<b>FACILITIES</b>		\$	-
0451	Rent/Lease Building	\$	-
0452	Facilities Maintenance	\$	-
0453	Utilities	\$	-
<b>FACILITIES TOTAL</b>			
<b>TRAVEL COSTS</b>		\$	1,027
0501	Staff Mileage	\$	1,253
0502	Staff Travel (Out of County)	\$	3,520
0503	Staff Training/Registration	\$	-
0504	Transportation	\$	6,200
<b>TRAVEL COSTS TOTAL</b>			
<b>PROGRAM SUPPLIES</b>		\$	-
0551	Program Supplies-Client Incentives	\$	1,200
0552	Program Supplies-Curriculum	\$	1,900
0553	Program Supplies-Food	\$	3,000
<b>PROGRAM SUPPLIES TOTAL</b>			
<b>CONSULTANCY</b>		\$	3,000
0601	Consultant Services (Interpretive Services)		
0602	Contracted Services (Recruitment)	\$	1,800
0603	Contracted Services (Medical Director)	\$	-
0604	Contracted Services (Urinalysis)	\$	4,800
<b>CONSULTANCY TOTAL</b>			
<b>FISCAL AND AUDITS</b>		\$	100
0651	Accounting/Bookkeeping (IT Support)	\$	100
0652	External Audit	\$	100
<b>FISCAL AND AUDITS TOTAL</b>			
<b>OTHER COSTS</b>			37,991
0701	Indirect Costs		3,304
0702	Licenses/Taxes		-
0703	County Administration Fee		1,507
0749	Other Business Services	\$	42,802
<b>OTHER COSTS TOTAL</b>			
<b>ONE TIME ADVANCE - Start Up Costs</b>		\$	300,000
<b>TOTAL PROGRAM EXPENDITURES</b>			
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal		
3121	Mental Health Medi-Cal		
3125	Youth Treatment Services (SAPT)		
3130	State Grant		
3140	Private Donations		
3150	Client Fees		
3160	Insurance	\$	-
<b>REVENUE/MATCH TOTAL</b>		\$	300,000
<b>NET PROGRAM BUDGET</b>			

**18-042: SUD Services for Youth Incarcerated at the JJC**

Projected Budget - Fiscal Year 2021-22 Narrative

Provider Name: **Mental Health Systems, Inc.**

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 22,730	32%
Lead SUD Counselor	56,826	100%
SUD Counselor	45,448	100%
Family Support Partner	30,685	75%
Administrative Assistant	12,274	30%
Vice President	10,400	10%
Program Analyst	4,550	7%
Intern AOD Counselor	-	25%
Position descriptions submitted with proposal.		<b>List Amount</b>
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 15,274</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 36,363</b>
<b>INSURANCE</b>	List the following insurance categories:	
	<input type="checkbox"/> 0251 - Workers Compensation Insurance	1829
	<input type="checkbox"/> 0252 - Liability Insurance- Professional Liability and Malpractice Insurances	2100
	<input type="checkbox"/> 0253 - Insurance Other - N/A	0
<b>COMMUNICATIONS</b>	<input type="checkbox"/> 0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs.	1211
	<input type="checkbox"/> 0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	<input type="checkbox"/> 0351 - Office Supplies: Includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies.	1549
	<input type="checkbox"/> 0352 - Social/Rec, Workbooks.- N/A	
	<input type="checkbox"/> 0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program.	100
	<input type="checkbox"/> 0354 - Publications - N/A	
	<input type="checkbox"/> 0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	<input type="checkbox"/> 0401 - Purchase of Equipment - minor equipment needs	564
	<input type="checkbox"/> 0402 - Equipment Rent/Lease- Cost for lease of copy machine	1836
	<input type="checkbox"/> 0403 - Equipment Maintenance: minor equipment repair for copier, IT equipment	1188
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	<input type="checkbox"/> 0451 - Rent/Lease Building - Cost to rent facility.	0
	<input type="checkbox"/> 0452 - Facilities Maintenance - Cost for a portion of the custodial/janitorial services for facility, alarm service, as well as minor building repairs like key replacements.	0
	<input type="checkbox"/> 0453 - Utilities - Costs projected include a portion of the utilities cost to house program staff	0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">1027</span></li> <li><input type="checkbox"/> 0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">1253</span></li> <li><input type="checkbox"/> 0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">3920</span></li> <li><input type="checkbox"/> 0504 - Transportation - N/A <span style="float: right;">0</span></li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">0</span></li> <li><input type="checkbox"/> 0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">1200</span></li> <li><input type="checkbox"/> 0553 - Program Supplies - Food: Food for clients <span style="float: right;">1800</span></li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">3000</span></li> <li><input type="checkbox"/> 0603 - Contracted Services - Medical Director <span style="float: right;">1800</span></li> <li><input type="checkbox"/> 0604 - Contracted Services - N/A <span style="float: right;">0</span></li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 0651 - Accounting/Bookkeeping - See Indirect</li> <li><input type="checkbox"/> 0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">100</span></li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">37991</span></li> <li><input type="checkbox"/> 0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">3304</span></li> <li><input type="checkbox"/> 0703 - County Administration Fee -N/A <span style="float: right;">0</span></li> <li><input type="checkbox"/> 0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">1507</span></li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 3120 - Drug Medi-Cal - estimated funding generated from DMC clients</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) - estimated funding generated from Youth treatment clients</li> <li><input type="checkbox"/> 3130 - State Grant -</li> <li><input type="checkbox"/> 3140 - Private Donations -</li> <li><input type="checkbox"/> 3150 - Client Fees -</li> <li><input type="checkbox"/> 3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount The amount cannot exceed 1/12th of the total cost proposal for this section.</p>



**Services and Supplies**

<b>INSURANCE</b>		\$	2,100
0252	Liability Insurance	\$	-
0253	Insurance Other-Specify	\$	2,100
<b>INSURANCE TOTAL</b>			
<b>COMMUNICATIONS</b>		\$	1,211
0301	Telecommunications/data lines		
0302	Answering Service	\$	1,211
<b>COMMUNICATIONS TOTAL</b>			
<b>OFFICE EXPENSE</b>		\$	1,549
0351	Office Supplies		
0352	Soc Rec., Workbooks	\$	100
0353	Printing/Reproduction		
0354	Publications		
0355	Legal Notices/Advertising	\$	1,549
<b>OFFICE EXPENSE TOTAL</b>			
<b>EQUIPMENT</b>		\$	564
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$	1,936
0402	Equipment Rent/Lease (Copy Machines)	\$	1,188
0403	Equipment Maintenance	\$	3,688
<b>EQUIPMENT TOTAL</b>			
<b>FACILITIES</b>		\$	-
0451	Rent/Lease Building	\$	-
0452	Facilities Maintenance	\$	-
0453	Utilities	\$	-
<b>FACILITIES TOTAL</b>			
<b>TRAVEL COSTS</b>		\$	1,027
0501	Staff Mileage	\$	1,253
0502	Staff Travel (Out of County)	\$	3,920
0503	Staff Training/Registration	\$	-
0504	Transportation	\$	6,200
<b>TRAVEL COSTS TOTAL</b>			
<b>PROGRAM SUPPLIES</b>		\$	-
0551	Program Supplies-Client Incentives	\$	1,200
0552	Program Supplies-Curriculum	\$	1,800
0553	Program Supplies-Food	\$	3,000
<b>PROGRAM SUPPLIES TOTAL</b>			
<b>CONSULTANCY</b>		\$	3,000
0601	Consultant Services (Interpretive Services)		
0602	Contracted Services (Recruitment)	\$	1,800
0603	Contracted Services (Medical Director)	\$	-
0604	Contracted Services (Urinalysis)	\$	4,800
<b>CONSULTANCY TOTAL</b>			
<b>FISCAL AND AUDITS</b>		\$	100
0651	Accounting/Bookkeeping (IT Support)	\$	100
0652	External Audit	\$	100
<b>FISCAL AND AUDITS TOTAL</b>			
<b>OTHER COSTS</b>			37,991
0701	Indirect Costs		3,304
0702	Licenses/Taxes		-
0703	County Administration Fee		1,507
0749	Other Business Services	\$	42,802
<b>OTHER COSTS TOTAL</b>			
<b>ONE TIME ADVANCE - Start Up Costs</b>		\$	300,000
<b>TOTAL PROGRAM EXPENDITURES</b>			
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal		
3121	Mental Health Medi-Cal		
3125	Youth Treatment Services (SAPT)		
3130	State Grant		
3140	Private Donations		
3150	Client Fees		
3160	Insurance	\$	-
<b>REVENUE/MATCH TOTAL</b>		\$	300,000
<b>NET PROGRAM BUDGET</b>			

**18-042: SUD Services for Youth Incarcerated at the JJC**

**Projected Budget - Fiscal Year 2022-23 Narrative**

Provider Name: Mental Health Systems, Inc.

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
<b>Budget Categories-Line Item Description</b>	<b>Annual Salary for this Program</b>	<b>% of FTE dedicated to this program</b>
Program Manager	\$ 22,730	32%
Lead SUD Counselor	56,826	100%
SUD Counselor	45,448	100%
Family Support Partner	30,685	75%
Administrative Assistant	12,274	30%
Vice President	10,400	10%
Program Analyst	4,550	7%
Intern AOD Counselor	-	25%
Position descriptions submitted with proposal.		<b>List Amount</b>
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 15,274</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 36,363</b>
<b>INSURANCE</b>	List the following insurance categories:	
	0251 - Workers Compensation Insurance	1829
	0252 - Liability Insurance- Professional Liability and Malpractice Insurances	2100
	0253 - Insurance Other - N/A	0
<b>COMMUNICATIONS</b>	0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs.	1211
	0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	0351 - Office Supplies: includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies.	1549
	0352 - Social/Rec, Workbooks - N/A	
	0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program.	100
	0354 - Publications - N/A	
	0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	0401 - Purchase of Equipment - minor equipment needs	564
	0402 - Equipment Rent/Lease- Cost for lease of copy machine	1836
	0403 - Equipment Maintenance: minor equipment repair for copier, IT equipment	1188
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	0451 - Rent/Lease Building - Cost to rent facility.	0
	0452 - Facilities Maintenance - Cost for a portion of the custodial/janitorial services for facility, alarm service, as well as minor building repairs like key replacements.	0
	0453 - Utilities - Costs projected include a portion of the utilities cost to house program staff	0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">1027</span></li> <li>0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">1253</span></li> <li>0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">3920</span></li> <li>0504 - Transportation - N/A <span style="float: right;">0</span></li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">0</span></li> <li>0552 - Program Supplies - Curriculum; Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">1200</span></li> <li>0553 - Program Supplies - Food: Food for clients <span style="float: right;">1800</span></li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">3000</span></li> <li>0603 - Contracted Services - Medical Director <span style="float: right;">1800</span></li> <li>0604 - Contracted Services - N/A <span style="float: right;">0</span></li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0651 - Accounting/Bookkeeping - See Indirect</li> <li>0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">100</span></li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">37991</span></li> <li>0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">3304</span></li> <li>0703 - County Administration Fee -N/A <span style="float: right;">0</span></li> <li>0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">1507</span></li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>3120 - Drug Medi-Cal - estimated funding generated from DMC clients</li> <li>3121 - Mental Health Medi-Cal -</li> <li>3125 - Youth Treatment Services - (SAPT) - estimated funding generated from Youth treatment clients</li> <li>3130 - State Grant -</li> <li>3140 - Private Donations -</li> <li>3150 - Client Fees -</li> <li>3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount The amount cannot exceed 1/12th of the total cost proposal for this section.</p>



### Services and Supplies

<b>INSURANCE</b>			
0252	Liability Insurance		\$ 780
0253	Insurance Other-Specify		\$ -
<b>INSURANCE TOTAL</b>			\$ 780
<b>COMMUNICATIONS</b>			
0301	Telecommunications/data lines		\$ 130
0302	Answering Service		\$ -
<b>COMMUNICATIONS TOTAL</b>			\$ 130
<b>OFFICE EXPENSE</b>			
0351	Office Supplies		\$ 1,400
0352	Soc Rec., Workbooks		\$ -
0353	Printing/Reproduction		\$ 100
0354	Publications		\$ -
0355	Legal Notices/Advertising		\$ -
<b>OFFICE EXPENSE TOTAL</b>			\$ 1,500
<b>EQUIPMENT</b>			
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)		\$ 120
0402	Equipment Rent/Lease (Copy Machines)		\$ -
0403	Equipment Maintenance		\$ 376
<b>EQUIPMENT TOTAL</b>			\$ 496
<b>FACILITIES</b>			
0451	Rent/Lease Building		\$ -
0452	Facilities Maintenance		\$ -
0453	Utilities		\$ -
<b>FACILITIES TOTAL</b>			\$ -
<b>TRAVEL COSTS</b>			
0501	Staff Mileage		\$ 1,272
0502	Staff Travel (Out of County)		\$ 175
0503	Staff Training/Registration		\$ 2,860
0504	Transportation		\$ -
<b>TRAVEL COSTS TOTAL</b>			\$ 4,307
<b>PROGRAM SUPPLIES</b>			
0551	Program Supplies-Client Incentives		\$ -
0552	Program Supplies-Curriculum		\$ 2,200
0553	Program Supplies-Food		\$ 3,000
<b>PROGRAM SUPPLIES TOTAL</b>			\$ 5,200
<b>CONSULTANCY</b>			
0601	Consultant Services (Interpretive Services)		\$ 6,389
0602	Contracted Services (Recruitment)		\$ -
0603	Contracted Services (Medical Director)		\$ -
0604	Contracted Services (Urinalysis)		\$ -
<b>CONSULTANCY TOTAL</b>			\$ 6,389
<b>FISCAL AND AUDITS</b>			
0651	Accounting/Bookkeeping (IT Support)		\$ 100
0652	External Audit		\$ 100
<b>FISCAL AND AUDITS TOTAL</b>			\$ 200
<b>OTHER COSTS</b>			
0701	Indirect Costs		25,328
0702	Licenses/Taxes		2,272
0703	County Administration Fee		-
0749	Other Business Services		1,889
<b>OTHER COSTS TOTAL</b>			\$ 29,469
<b>ONE TIME ADVANCE - Start Up Costs</b>			\$ 200,000
<b>TOTAL PROGRAM EXPENDITURES</b>			\$ 200,000
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal		\$ -
3121	Mental Health Medi-Cal		\$ -
3125	Youth Treatment Services (SAPT)		\$ -
3130	State Grant		\$ -
3140	Private Donations		\$ -
3150	Client Fees		\$ -
3160	Insurance		\$ -
<b>REVENUE/MATCH TOTAL</b>			\$ -
<b>NET PROGRAM BUDGET</b>			\$ 200,000

### 18-042: SUD Services for Youth Incarcerated at the JJC

Projected Budget - Fiscal Year 2018-19 Narrative

Provider Name: Mental Health Systems, Inc.

PERSONNEL / SALARIES		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 13,867	32%
Lead SUD Counselor	\$ 34,667	100%
SUD Counselor	\$ 27,733	100%
Family Support Partner	\$ 18,720	75%
Administrative Assistant	\$ 7,488	30%
Vice President	\$ 6,933	10%
Program Analyst	\$ 3,033	7%
Intern AOD Counselor	\$ -	25%
Position descriptions submitted with proposal.		List Amount
<b>PAYROLL TAXES TOTAL</b>		\$ 9,389
<b>EMPLOYEE BENEFITS TOTAL</b>		\$ 23,480
<b>INSURANCE</b>	List the following insurance categories:	
	• 0251 - Workers Compensation Insurance	\$ 1,124
	• 0252 - Liability Insurance- Professional Liability and Malpractice Insurances	\$ 1,400
	• 0253 - Insurance Other - N/A	\$ -
<b>COMMUNICATIONS</b>	• 0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs.	\$ 807
	• 0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	• 0351 - Office Supplies: Includes Items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies.	\$ 816
	• 0352 - Social/Rec, Workbooks.- N/A	
	• 0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the	\$ 100
	• 0354 - Publications - N/A	
	• 0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	• 0401 - Purchase of Equipment - One-time cost of desk/chair setup for staff, plus minor equipment needs	\$ 476
	• 0402 - Equipment Rent/Lease- Cost for lease of copy machine	\$ 1,224
	• 0403 - Equipment Maintenance: minor equipment repair for copier, IT equipment	\$ 792
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	• 0451 - Rent/Lease Building - Cost to rent facility.	\$ -
	• 0452 - Facilities Maintenance - Cost for a portion of the custodial/janitorial services for facility, alarm service, as well as minor building repairs like key replacements.	\$ -
	• 0453 - Utilities - Costs projected include a portion of the utilities cost to house	\$ -

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">\$ 1,027</span></li> <li>• 0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">\$ 1,253</span></li> <li>• 0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">\$ 5,480</span></li> <li>• 0504 - Transportation - N/A <span style="float: right;">\$ -</span></li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">\$ -</span></li> <li>• 0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">\$ 1,600</span></li> <li>• 0553 - Program Supplies - Food: Food for clients <span style="float: right;">\$ 1,600</span></li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">\$ 7,287</span></li> <li>• 0603 - Contracted Services - Medical Director <span style="float: right;">\$ 1,350</span></li> <li>• 0604 - Contracted Services - N/A <span style="float: right;">\$ -</span></li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0651 - Accounting/Bookkeeping - See Indirect</li> <li>• 0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">\$ 100</span></li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">\$ 25,327</span></li> <li>• 0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">\$ 2,316</span></li> <li>• 0703 - County Administration Fee -N/A <span style="float: right;">\$ -</span></li> <li>• 0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">\$ 1,735</span></li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>• 3120 - Drug Medi-Cal - estimated funding generated from DMC clients</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) - estimated funding generated from Youth treatment clients</li> <li>• 3130 - State Grant -</li> <li>• 3140 - Private Donations -</li> <li>• 3150 - Client Fees -</li> <li>• 3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount cannot exceed 1/12th of the total cost proposal for this section.</p>

**Budgets Attachment F: Floyd Farrow Mental Health Services  
Fiscal Year 2019-2020**

**18-042: Mental Health Services for Youth Incarcerated at the JJC**

**Projected Budget - Fiscal Year 2019-20**

**Provider Name:** Mental Health Systems, Inc. **Mailing Address:** 9466 Farnham Street  
**Program Name:** JJC MH (FF-SAU) **San Diego, CA 92123**  
**Approved by:** Lindsay Santino **Street Address:** 3333 E American Avenue  
**No. of Budgeted FTEs - Admin:** 0.57 **Phone Number:** (858) 573-2690 **Fresno CA**  
**No. of Budgeted FTEs - Direct:** 2.90 **Fax Number:** (858) 573-2914 **E-mail Address:** dheld@mhinc.org

Budget Categories- Line Item Description (Must be Itemized)	Annual Salary	% of FTE dedicated to this program	% Time dedicated to services		Proposed Program Budget	
			Admin.	Direct	Admin.	Direct
<b>PERSONNEL/SALARIES</b>						
0101 Program Manager	\$ 66,955	23%	100%		\$ 15,400	\$ 15,400
0102 Clinical Supervisor	\$ 81,411	50%	100%		\$ 40,706	\$ 40,706
0103 Mental Health Clinician	\$ 53,560	100%	100%		\$ 53,560	\$ 53,560
0104 Mental Health Clinician	\$ 53,560	100%	100%		\$ 53,560	\$ 53,560
0105 Administrative Assistant	\$ 38,563	20%	100%		\$ 7,713	\$ 7,713
0106 Vice President	\$ 104,000	7%	100%		\$ 7,280	\$ 7,280
0107 Program Analyst	\$ 65,000	7%	100%		\$ 4,550	\$ 4,550
0108 Intern	\$ -	40%	100%		\$ -	\$ -
<b>SALARIES TOTAL</b>					\$ 34,943	\$ 147,826
<b>PAYROLL TAXES</b>					\$ 19,12%	\$ 80,88%
0151 F.I.C.A. Social Security and Medicare		SS 6.2 % rate applied to \$127.2k of gross earnings per employee			\$ 2,673	\$ 11,308
0152 Federal Unemployment (FUTA)		Rate applied to only first \$7k of gross earnings per employee			\$ -	\$ -
0153 State Employment Training Tax (ETT)		Rate applied to only first \$7k of gross earnings per employee			\$ -	\$ -
0154 State Unemployment Insurance (UI)		Rate applied to only first \$7k of gross earnings per employee			\$ 140	\$ 591
<b>PAYROLL TAXES TOTAL</b>					\$ 2,813	\$ 11,899
<b>EMPLOYEE BENEFITS</b>					\$ 19,12%	\$ 80,88%
0201 Health Insurance		Rate	10.85%		\$ 3,791	\$ 16,039
0202 Life Insurance		Rate	0.03%		\$ 10	\$ 41
0203 Retirement		Rate	8.00%		\$ 2,796	\$ 11,826
0204 Workers' Compensation Insurance		Rate	1.00%		\$ 349	\$ 1,479
0205 Benefits Other - Specify		Rate	0.00%		\$ -	\$ -
<b>EMPLOYEE BENEFITS TOTAL</b>					\$ 6,946	\$ 29,385
<b>TAXES &amp; BENEFITS TOTAL</b>					\$ 19,12%	\$ 80,88%
<b>TOTAL DIRECT (ADMIN) SALARIES, PAYROLL TAXES, AND EMPLOYEE BENEFITS</b>					\$ 61,043	\$ 233,812
<b>TOTAL PERCENT OF BENEFITS TO SALARIES</b>						27.9%

**Services and Supplies**

<b>INSURANCE</b>		\$	1,170
0252	Liability Insurance	\$	-
0253	Insurance Other-Specify	\$	1,170
<b>INSURANCE TOTAL</b>			
<b>COMMUNICATIONS</b>		\$	196
0301	Telecommunications/data lines		
0302	Answering Service	\$	196
<b>COMMUNICATIONS TOTAL</b>			
<b>OFFICE EXPENSE</b>		\$	1,700
0351	Office Supplies		
0352	Soc Rec., Workbooks	\$	100
0353	Printing/Reproduction		
0354	Publications		
0355	Legal Notices/Advertising	\$	1,600
<b>OFFICE EXPENSE TOTAL</b>			
<b>EQUIPMENT</b>		\$	160
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$	-
0402	Equipment Rent/Lease (Copy Machines)	\$	564
0403	Equipment Maintenance	\$	744
<b>EQUIPMENT TOTAL</b>			
<b>FACILITIES</b>		\$	-
0451	Rent/Lease Building	\$	-
0452	Facilities Maintenance	\$	-
0453	Utilities	\$	-
<b>FACILITIES TOTAL</b>			
<b>TRAVEL COSTS</b>		\$	1,272
0501	Staff Mileage	\$	175
0502	Staff Travel (Out of County)	\$	3,060
0503	Staff Training/Registration	\$	-
0504	Transportation	\$	4,507
<b>TRAVEL COSTS TOTAL</b>			
<b>PROGRAM SUPPLIES</b>		\$	-
0551	Program Supplies-Client Incentives	\$	3,600
0552	Program Supplies-Curriculum	\$	4,000
0553	Program Supplies-Food	\$	7,600
<b>PROGRAM SUPPLIES TOTAL</b>			
<b>CONSULTANCY</b>		\$	7,200
0601	Consultant Services (Interpretive Services)		
0602	Contracted Services (Recruitment)	\$	-
0603	Contracted Services (Medical Director)	\$	-
0604	Contracted Services (Urinalysis)	\$	7,200
<b>CONSULTANCY TOTAL</b>			
<b>FISCAL AND AUDITS</b>		\$	100
0651	Accounting/Bookkeeping (IT Support)		
0652	External Audit	\$	100
<b>FISCAL AND AUDITS TOTAL</b>			
<b>OTHER COSTS</b>			37,991
0701	Indirect Costs		3,408
0702	Licenses/Taxes		-
0703	County Administration Fee		1,472
0749	Other Business Services	\$	42,871
<b>OTHER COSTS TOTAL</b>			
<b>ONE TIME ADVANCE - Start Up Costs</b>		\$	300,000
<b>TOTAL PROGRAM EXPENDITURES</b>			
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal		
3121	Mental Health Medi-Cal		
3125	Youth Treatment Services (SAPT)		
3130	State Grant		
3140	Private Donations		
3150	Client Fees		
3160	Insurance	\$	-
<b>REVENUE/MATCH TOTAL</b>		\$	300,000
<b>NET PROGRAM BUDGET</b>			

**18-042: Mental Health Services for Youth Incarcerated at the JJC**

Projected Budget - Fiscal Year 2019-20 Narrative

Provider Name: Mental Health Systems, Inc.

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 15,400	23%
Clinical Supervisor	40,706	50%
Mental Health Clinician	53,560	100%
Mental Health Clinician	53,560	100%
Administrative Assistant	7,713	20%
Vice President	7,280	7%
Program Analyst	4,550	7%
Intern	-	40%
Position descriptions submitted with proposal.		List Amount
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 14,712</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 36,331</b>
<b>INSURANCE</b>	List the following insurance categories:	
	0251 - Workers Compensation Insurance	1828
	0252 - Liability Insurance- Professional Liability and Malpractice Insurances	1170
	0253 - Insurance Other - N/A	0
<b>COMMUNICATIONS</b>	0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs.	
		196
	0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	0351 - Office Supplies: Includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies.	
		1700
	0352 - Social/Rec, Workbooks.- N/A	
	0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program.	
		100
	0354 - Publications - N/A	
	0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	0401 - Purchase of Equipment - minor equipment needs	180
	0402 - Equipment Rent/Lease- Cost for lease of copy machine	0
	0403 - Equipment Maintenance: minor equipment repair for copier, IT equipment	564
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	0451 - Rent/Lease Building - N/A	0
	0452 - Facilities Maintenance - N/A	0
	0453 - Utilities - N/A	0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. 1272</li> <li>0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. 175</li> <li>0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. 3060</li> <li>0504 - Transportation - N/A 0</li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0551 - Program Supplies - Client Incentives: N/A 0</li> <li>0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. 3600</li> <li>0553 - Program Supplies - Food: Food for clients 4000</li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. 7200</li> <li>0603 - Contracted Services - N/A 0</li> <li>0604 - Contracted Services - N/A 0</li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0651 - Accounting/Bookkeeping - See Indirect</li> <li>0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. 100</li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. 37991</li> <li>0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification 3408</li> <li>0703 - County Administration Fee -N/A 0</li> <li>0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. 1472</li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>3120 - Drug Medi-Cal -</li> <li>3121 - Mental Health Medi-Cal -</li> <li>3125 - Youth Treatment Services - (SAPT) -</li> <li>3130 - State Grant -</li> <li>3140 - Private Donations -</li> <li>3150 - Client Fees -</li> <li>3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount The amount cannot exceed 1/12th of the total cost proposal for this section.</p>



### Services and Supplies

<b>INSURANCE</b>			
0252	Liability Insurance	\$	1,170
0253	Insurance Other-Specify	\$	-
<b>INSURANCE TOTAL</b>			\$ 1,170
<b>COMMUNICATIONS</b>			
0301	Telecommunications/data lines	\$	196
0302	Answering Service	\$	-
<b>COMMUNICATIONS TOTAL</b>			\$ 196
<b>OFFICE EXPENSE</b>			
0351	Office Supplies	\$	1,579
0352	Soc Rec., Workbooks	\$	100
0353	Printing/Reproduction	\$	-
0354	Publications	\$	-
0355	Legal Notices/Advertising	\$	-
<b>OFFICE EXPENSE TOTAL</b>			\$ 1,679
<b>EQUIPMENT</b>			
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$	180
0402	Equipment Rent/Lease (Copy Machines)	\$	-
0403	Equipment Maintenance	\$	564
<b>EQUIPMENT TOTAL</b>			\$ 744
<b>FACILITIES</b>			
0451	Rent/Lease Building	\$	-
0452	Facilities Maintenance	\$	-
0453	Utilities	\$	-
<b>FACILITIES TOTAL</b>			\$ -
<b>TRAVEL COSTS</b>			
0501	Staff Mileage	\$	654
0502	Staff Travel (Out of County)	\$	175
0503	Staff Training/Registration	\$	3,060
0504	Transportation	\$	-
<b>TRAVEL COSTS TOTAL</b>			\$ 3,889
<b>PROGRAM SUPPLIES</b>			
0551	Program Supplies-Client Incentives	\$	-
0552	Program Supplies-Curriculum	\$	2,400
0553	Program Supplies-Food	\$	4,000
<b>PROGRAM SUPPLIES TOTAL</b>			\$ 6,400
<b>CONSULTANCY</b>			
0601	Consultant Services (Interpretive Services)	\$	4,800
0602	Contracted Services (Recruitment)	\$	-
0603	Contracted Services (Medical Director)	\$	-
0604	Contracted Services (Urinalysis)	\$	-
<b>CONSULTANCY TOTAL</b>			\$ 4,800
<b>FISCAL AND AUDITS</b>			
0651	Accounting/Bookkeeping (IT Support)	\$	100
0652	External Audit	\$	100
<b>FISCAL AND AUDITS TOTAL</b>			\$ 200
<b>OTHER COSTS</b>			
0701	Indirect Costs	\$	37,991
0702	Licenses/Taxes	\$	3,408
0703	County Administration Fee	\$	-
0749	Other Business Services	\$	1,472
<b>OTHER COSTS TOTAL</b>			\$ 42,871
<b>ONE TIME ADVANCE - Start Up Costs</b>			\$ 300,000
<b>TOTAL PROGRAM EXPENDITURES</b>			\$ 300,000
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal	\$	-
3121	Mental Health Medi-Cal	\$	-
3125	Youth Treatment Services (SAPT)	\$	-
3130	State Grant	\$	-
3140	Private Donations	\$	-
3150	Client Fees	\$	-
3160	Insurance	\$	-
<b>REVENUE/MATCH TOTAL</b>			\$ -
<b>NET PROGRAM BUDGET</b>			\$ 300,000

**18-042: Mental Health Services for Youth Incarcerated at the JJC**

**Projected Budget - Fiscal Year 2020-21 Narrative**

Provider Name: Mental Health Systems, Inc.

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 15,859	23%
Clinical Supervisor	41,922	50%
Mental Health Clinician	55,162	100%
Mental Health Clinician	55,162	100%
Administrative Assistant	7,946	20%
Vice President	7,280	7%
Program Analyst	4,550	7%
Intern	-	40%
Position descriptions submitted with proposal.		List Amount
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 15,126</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 35,144</b>
<b>INSURANCE</b>	List the following insurance categories:	
	0251 - Workers Compensation Insurance	1879
	0252 - Liability Insurance- Professional Liability and Malpractice Insurances	1170
	0253 - Insurance Other - N/A	0
<b>COMMUNICATIONS</b>	0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs.	196
	0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	0351 - Office Supplies: Includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies.	1579
	0352 - Social/Rec, Workbooks.- N/A	
	0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program.	100
	0354 - Publications - N/A	
	0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	0401 - Purchase of Equipment - minor equipment needs	180
	0402 - Equipment Rent/Lease- Cost for lease of copy machine	0
	0403 - Equipment Maintenance: minor equipment repair for copier, IT equipment	564
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	0451 - Rent/Lease Building - N/A	0
	0452 - Facilities Maintenance - N/A	0
	0453 - Utilities - N/A	0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">654</span></li> <li>0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">175</span></li> <li>0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">3060</span></li> <li>0504 - Transportation - N/A <span style="float: right;">0</span></li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">0</span></li> <li>0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">2400</span></li> <li>0553 - Program Supplies - Food: Food for clients <span style="float: right;">4000</span></li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">4800</span></li> <li>0603 - Contracted Services - N/A <span style="float: right;">0</span></li> <li>0604 - Contracted Services - N/A <span style="float: right;">0</span></li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0651 - Accounting/Bookkeeping - See Indirect</li> <li>0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">100</span></li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">37991</span></li> <li>0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">3408</span></li> <li>0703 - County Administration Fee -N/A <span style="float: right;">0</span></li> <li>0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">1472</span></li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>3120 - Drug Medi-Cal -</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) -</li> <li>3130 - State Grant -</li> <li>3140 - Private Donations -</li> <li>3150 - Client Fees -</li> <li>3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount The amount cannot exceed 1/12th of the total cost proposal for this section.</p>



**Services and Supplies**

<b>INSURANCE</b>		\$	1,170
0252	Liability Insurance	\$	-
0253	Insurance Other-Specify	\$	1,170
<b>INSURANCE TOTAL</b>			
<b>COMMUNICATIONS</b>		\$	196
0301	Telecommunications/data lines		
0302	Answering Service	\$	196
<b>COMMUNICATIONS TOTAL</b>			
<b>OFFICE EXPENSE</b>		\$	1,180
0351	Office Supplies		
0352	Soc Rec., Workbooks	\$	50
0353	Printing/Reproduction		
0354	Publications		
0355	Legal Notices/Advertising	\$	1,230
<b>OFFICE EXPENSE TOTAL</b>			
<b>EQUIPMENT</b>		\$	180
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$	-
0402	Equipment Rent/Lease (Copy Machines)	\$	564
0403	Equipment Maintenance	\$	744
<b>EQUIPMENT TOTAL</b>			
<b>FACILITIES</b>		\$	-
0451	Rent/Lease Building	\$	-
0452	Facilities Maintenance	\$	-
0453	Utilities	\$	-
<b>FACILITIES TOTAL</b>			
<b>TRAVEL COSTS</b>		\$	654
0501	Staff Mileage	\$	175
0502	Staff Travel (Out of County)	\$	1,360
0503	Staff Training/Registration	\$	-
0504	Transportation	\$	2,189
<b>TRAVEL COSTS TOTAL</b>			
<b>PROGRAM SUPPLIES</b>		\$	-
0551	Program Supplies-Client Incentives	\$	1,200
0552	Program Supplies-Curriculum	\$	2,000
0553	Program Supplies-Food	\$	3,200
<b>PROGRAM SUPPLIES TOTAL</b>			
<b>CONSULTANCY</b>		\$	3,600
0601	Consultant Services (Interpretive Services)		
0602	Contracted Services (Recruitment)	\$	-
0603	Contracted Services (Medical Director)	\$	-
0604	Contracted Services (Urinalysis)	\$	3,600
<b>CONSULTANCY TOTAL</b>			
<b>FISCAL AND AUDITS</b>			
0651	Accounting/Bookkeeping (IT Support)	\$	100
0652	External Audit	\$	100
<b>FISCAL AND AUDITS TOTAL</b>			
<b>OTHER COSTS</b>			37,991
0701	Indirect Costs		3,408
0702	Licenses/Taxes		-
0703	County Administration Fee		1,303
0749	Other Business Services	\$	42,702
<b>OTHER COSTS TOTAL</b>			
<b>ONE TIME ADVANCE - Start Up Costs</b>		\$	300,000
<b>TOTAL PROGRAM EXPENDITURES</b>			
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal		
3121	Mental Health Medi-Cal		
3125	Youth Treatment Services (SAPT)		
3130	State Grant		
3140	Private Donations		
3150	Client Fees		
3160	Insurance	\$	-
<b>REVENUE/MATCH TOTAL</b>		\$	300,000
<b>NET PROGRAM BUDGET</b>			

**18-042: Mental Health Services for Youth Incarcerated at the JJC**

Projected Budget - Fiscal Year 2021-22 Narrative

Provider Name: Mental Health Systems, Inc.

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 16,337	23%
Clinical Supervisor	43,181	50%
Mental Health Clinician	56,826	100%
Mental Health Clinician	56,826	100%
Administrative Assistant	8,183	20%
Vice President	7,280	7%
Program Analyst	4,550	7%
Intern	-	40%
Position descriptions submitted with proposal.		<b>List Amount</b>
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 15,551</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 36,135</b>
<b>INSURANCE</b>	List the following insurance categories:	
	0251 - Workers Compensation Insurance	1932
	0252 - Liability Insurance- Professional Liability and Malpractice Insurances	1170
	0253 - Insurance Other - N/A	0
<b>COMMUNICATIONS</b>	0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs.	196
	0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	0351 - Office Supplies: Includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies.	1180
	0352 - Social/Rec, Workbooks.- N/A	
	0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program.	50
	0354 - Publications - N/A	
	0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	0401 - Purchase of Equipment - minor equipment needs	180
	0402 - Equipment Rent/Lease- Cost for lease of copy machine	0
	0403 - Equipment Maintenance: minor equipment repair for copier, IT equipment	564
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	0451 - Rent/Lease Building - N/A	0
	0452 - Facilities Maintenance - N/A	0
	0453 - Utilities - N/A	0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. 654</li> <li>0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. 175</li> <li>0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. 1360</li> <li>0504 - Transportation - N/A 0</li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0551 - Program Supplies - Client Incentives: N/A 0</li> <li>0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. 1200</li> <li>0553 - Program Supplies - Food: Food for clients 2000</li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. 3600</li> <li>0603 - Contracted Services - N/A 0</li> <li>0604 - Contracted Services - N/A 0</li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0651 - Accounting/Bookkeeping - See Indirect</li> <li>0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. 100</li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. 37991</li> <li>0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification 3408</li> <li>0703 - County Administration Fee -N/A 0</li> <li>0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. 1303</li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>3120 - Drug Medi-Cal -</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) -</li> <li>3130 - State Grant -</li> <li>3140 - Private Donations -</li> <li>3150 - Client Fees -</li> <li>3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount The amount cannot exceed 1/12th of the total cost proposal for this section.</p>



### Services and Supplies

<b>INSURANCE</b>			\$	1,170
0252	Liability Insurance		\$	-
0253	Insurance Other-Specify		\$	1,170
<b>INSURANCE TOTAL</b>			\$	1,170
<b>COMMUNICATIONS</b>			\$	196
0301	Telecommunications/data lines			
0302	Answering Service		\$	196
<b>COMMUNICATIONS TOTAL</b>			\$	196
<b>OFFICE EXPENSE</b>			\$	1,180
0351	Office Supplies			
0352	Soc Rec., Workbooks		\$	50
0353	Printing/Reproduction			
0354	Publications			
0355	Legal Notices/Advertising		\$	1,230
<b>OFFICE EXPENSE TOTAL</b>			\$	1,230
<b>EQUIPMENT</b>			\$	160
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)		\$	-
0402	Equipment Rent/Lease (Copy Machines)		\$	564
0403	Equipment Maintenance		\$	744
<b>EQUIPMENT TOTAL</b>			\$	744
<b>FACILITIES</b>			\$	-
0451	Rent/Lease Building		\$	-
0452	Facilities Maintenance		\$	-
0453	Utilities		\$	-
<b>FACILITIES TOTAL</b>			\$	-
<b>TRAVEL COSTS</b>			\$	654
0501	Staff Mileage		\$	175
0502	Staff Travel (Out of County)		\$	1,360
0503	Staff Training/Registration		\$	-
0504	Transportation		\$	2,189
<b>TRAVEL COSTS TOTAL</b>			\$	2,189
<b>PROGRAM SUPPLIES</b>			\$	-
0551	Program Supplies-Client Incentives		\$	1,200
0552	Program Supplies-Curriculum		\$	2,000
0553	Program Supplies-Food		\$	3,200
<b>PROGRAM SUPPLIES TOTAL</b>			\$	3,200
<b>CONSULTANCY</b>			\$	3,600
0601	Consultant Services (Interpretive Services)		\$	-
0602	Contracted Services (Recruitment)		\$	-
0603	Contracted Services (Medical Director)		\$	-
0604	Contracted Services (Urinalysis)		\$	3,600
<b>CONSULTANCY TOTAL</b>			\$	3,600
<b>FISCAL AND AUDITS</b>			\$	100
0651	Accounting/Bookkeeping (IT Support)		\$	100
0652	External Audit		\$	100
<b>FISCAL AND AUDITS TOTAL</b>			\$	100
<b>OTHER COSTS</b>				37,991
0701	Indirect Costs			3,408
0702	Licenses/Taxes			-
0703	County Administration Fee			1,303
0749	Other Business Services		\$	42,762
<b>OTHER COSTS TOTAL</b>			\$	42,762
<b>ONE TIME ADVANCE - Start Up Costs</b>			\$	300,000
<b>TOTAL PROGRAM EXPENDITURES</b>			\$	300,000
<b>REVENUE/MATCH</b>			\$	-
3120	Drug Medi-Cal			
3121	Mental Health Medi-Cal			
3125	Youth Treatment Services (SAPT)			
3130	State Grant			
3140	Private Donations			
3150	Client Fees			
3160	Insurance		\$	-
<b>REVENUE/MATCH TOTAL</b>			\$	-
<b>NET PROGRAM BUDGET</b>			\$	300,000

**18-042: Mental Health Services for Youth Incarcerated at the JJC**

**Projected Budget - Fiscal Year 2022-23 Narrative**

Provider Name: Mental Health Systems, Inc.

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 16,337	23%
Clinical Supervisor	43,181	50%
Mental Health Clinician	56,826	100%
Mental Health Clinician	56,826	100%
Administrative Assistant	8,183	20%
Vice President	7,280	7%
Program Analyst	4,550	7%
Intern	-	40%
Position descriptions submitted with proposal.		List Amount
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 15,551</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 36,135</b>
<b>INSURANCE</b>	List the following insurance categories:	
	<input type="checkbox"/> 0251 - Workers Compensation Insurance	1932
	<input type="checkbox"/> 0252 - Liability Insurance- Professional Liability and Malpractice Insurances	1170
	<input type="checkbox"/> 0253 - Insurance Other - N/A	0
<b>COMMUNICATIONS</b>	<input type="checkbox"/> 0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs.	
		196
	<input type="checkbox"/> 0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	<input type="checkbox"/> 0351 - Office Supplies: Includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies.	
		1180
	<input type="checkbox"/> 0352 - Social/Rec, Workbooks.- N/A	
	<input type="checkbox"/> 0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program.	50
	<input type="checkbox"/> 0354 - Publications - N/A	
	<input type="checkbox"/> 0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	<input type="checkbox"/> 0401 - Purchase of Equipment - minor equipment needs	180
	<input type="checkbox"/> 0402 - Equipment Rent/Lease - N/A	0
	<input type="checkbox"/> 0403 - Equipment Maintenance: minor equipment repair and IT maintenance	564
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	<input type="checkbox"/> 0451 - Rent/Lease Building - N/A	0
	<input type="checkbox"/> 0452 - Facilities Maintenance - N/A	0
	<input type="checkbox"/> 0453 - Utilities - N/A	0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. 654</li> <li>0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. 175</li> <li>0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. 1360</li> <li>0504 - Transportation - N/A 0</li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0551 - Program Supplies - Client Incentives: N/A 0</li> <li>0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. 1200</li> <li>0553 - Program Supplies - Food: Food for clients 2000</li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. 3600</li> <li>0603 - Contracted Services - N/A 0</li> <li>0604 - Contracted Services - N/A 0</li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0651 - Accounting/Bookkeeping - See Indirect</li> <li>0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. 100</li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. 37991</li> <li>0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification 3408</li> <li>0703 - County Administration Fee -N/A 0</li> <li>0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. 1303</li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>3120 - Drug Medi-Cal - <ul style="list-style-type: none"> <li>3121 - Mental Health Medi-Cal -</li> <li>3125 - Youth Treatment Services - (SAPT) -</li> </ul> </li> <li>3130 - State Grant -</li> <li>3140 - Private Donations -</li> <li>3150 - Client Fees -</li> <li>3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount The amount cannot exceed 1/12th of the total cost proposal for this section.</p>

**18-042: Intensive Mental Health and Substance Use Disorder Services at JJC New Horizons Program**

**Projected Budget - Fiscal Year 2018-19**

**Provider Name:** Mental Health Systems, Inc. **Mailing Address:** 9465 Farnham Street  
**Program Name:** New Horizons **San Diego, CA 92123**  
**Approved by:** Agustin Ochoa **Street Address:** 3333 E American Avenue  
 Fresno, CA  
**No. of Budgeted FTEs - Admin:** 0.30 **Phone Number:** (858) 573-2600  
**No. of Budgeted FTEs - Direct:** 3.15 **Fax Number:** (858) 573-2914  
**E-mail Address:** aochoa@mhsinc.org

Budget Categories- Line Item Description (Must be itemized)	(8 mo.) Annual Salary	% of FTE dedicated to this program		% Time dedicattec to services		Proposed Program Budget		
		Admin.	Direct	Admin.	Direct	Admin.	Direct	Total Proposed Budget
<b>PERSONNEL/SALARIES</b>								
0101 Program Manager	\$ 43,333	11%	100%	100%	\$ 4,767	\$ -	\$ 4,767	\$ 4,767
0102 Clinical Supervisor	\$ 52,693	50%	100%	100%	\$ -	\$ 26,347	\$ 26,347	\$ 26,347
0103 Mental Health Clinician	\$ 34,667	100%	100%	100%	\$ -	\$ 34,667	\$ 34,667	\$ 34,667
0104 Mental Health Clinician	\$ 34,667	100%	100%	100%	\$ -	\$ 34,667	\$ 34,667	\$ 34,667
0105 Family Support Partnr	\$ 24,960	25%	100%	100%	\$ -	\$ 6,240	\$ 6,240	\$ 6,240
0106 Administrative Assislar	\$ 24,960	5%	100%	100%	\$ 1,248	\$ -	\$ 1,248	\$ 1,248
0107 Vice Presiden	\$ 69,333	7%	100%	100%	\$ 4,853	\$ -	\$ 4,853	\$ 4,853
0108 Program Analsy	\$ 43,333	7%	100%	100%	\$ 3,033	\$ -	\$ 3,033	\$ 3,033
0109 interr	\$ -	40%			\$ -	\$ -	\$ -	\$ -
<b>SALARIES TOTAL</b>					\$ 13,901	\$ 101,921	\$ 115,822	\$ 115,822
<b>PAYROLL TAXES</b>					\$ 12,00%	\$ 88,00%	\$ 100,00%	\$ 100,00%
0151 F.I.C.A. Social Security and Medica					\$ 1,064	\$ 7,791	\$ 8,855	\$ 8,855
0152 Federal Unemployment (FUT)					\$ -	\$ -	\$ -	\$ -
0153 State Employment Training Tax (ET					\$ -	\$ -	\$ -	\$ -
0154 State Unemployment Insurance (I					\$ 90	\$ 663	\$ 753	\$ 753
<b>PAYROLL TAXES TOTAL</b>					\$ 1,154	\$ 8,454	\$ 9,608	\$ 9,608
<b>EMPLOYEE BENEFITS</b>					\$ 12,00%	\$ 88,00%	\$ 100,00%	\$ 100,00%
0201 Health Insurance					\$ 1,300	\$ 9,520	\$ 10,820	\$ 10,820
0202 Life Insurance					\$ 5	\$ 33	\$ 38	\$ 38
0203 Retirement					\$ 1,112	\$ 8,154	\$ 9,266	\$ 9,266
0204 Workers' Compensation Insurance					\$ 130	\$ 1,010	\$ 1,140	\$ 1,140
0205 Benefits Other - Specify					\$ -	\$ -	\$ -	\$ -
<b>EMPLOYEE BENEFITS TOTAL</b>					\$ 2,556	\$ 18,735	\$ 21,291	\$ 21,291
<b>TAXES &amp; BENEFITS TOTAL</b>					\$ 13,611	\$ 108,110	\$ 121,721	\$ 121,721
<b>TOTAL DIRECT (ADMIN) SALARIES, PAYROLL TAXES, AND EMPLOYEE BENEFITS</b>					\$ 27,512	\$ 210,031	\$ 237,543	\$ 237,543
<b>TOTAL PERCENT OF BENEFITS TO SALARIES</b>								26.7%

**Services and Supplies**

<b>INSURANCE</b>			
0252	Liability Insurance	\$	1,520
0253	Insurance Other-Specify	\$	-
<b>INSURANCE TOTAL</b>		\$	1,520
<b>COMMUNICATIONS</b>			
0301	Telecommunications/data lines	\$	912
0302	Answering Service		
<b>COMMUNICATIONS TOTAL</b>		\$	912
<b>OFFICE EXPENSE</b>			
0351	Office Supplies	\$	1,442
0352	Soc Rec., Workbooks		
0353	Printing/Reproduction	\$	100
0354	Publications		
0355	Legal Notices/Advertising		
<b>OFFICE EXPENSE TOTAL</b>		\$	1,542
<b>EQUIPMENT</b>			
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$	560
0402	Equipment Rent/Lease (Copy Machines)	\$	1,600
0403	Equipment Maintenance	\$	792
<b>EQUIPMENT TOTAL</b>		\$	2,952
<b>FACILITIES</b>			
0451	Rent/Lease Building	\$	-
0452	Facilities Maintenance	\$	-
0453	Utilities	\$	-
<b>FACILITIES TOTAL</b>		\$	-
<b>TRAVEL COSTS</b>			
0501	Staff Mileage	\$	1,962
0502	Staff Travel (Out of County)	\$	1,058
0503	Staff Training/Registration	\$	2,496
0504	Transportation	\$	1,308
<b>TRAVEL COSTS TOTAL</b>		\$	6,824
<b>PROGRAM SUPPLIES</b>			
0551	Program Supplies-Client Incentives	\$	-
0552	Program Supplies-Curriculum	\$	800
0553	Program Supplies-Food	\$	3,000
<b>PROGRAM SUPPLIES TOTAL</b>		\$	3,800
<b>CONSULTANCY</b>			
0601	Consultant Services (Interpretive Services)	\$	7,200
0602	Contracted Services (Recruitment)	\$	-
0603	Contracted Services (Medical Director)	\$	-
0604	Contracted Services (Urinalysis)	\$	-
<b>CONSULTANCY TOTAL</b>		\$	7,200
<b>FISCAL AND AUDITS</b>			
0651	Accounting/Bookkeeping (IT Support)	\$	100
0652	External Audit	\$	-
<b>FISCAL AND AUDITS TOTAL</b>		\$	100
<b>OTHER COSTS</b>			
0701	Indirect Costs		25,327
0702	Licenses/Taxes		1,828
0703	County Administration Fee		-
0749	Other Business Services		1,168
<b>OTHER COSTS TOTAL</b>		\$	28,423
<b>ONE TIME ADVANCE - Start Up Costs</b>			
<b>TOTAL PROGRAM EXPENDITURES</b>		\$	200,000
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal	\$	-
3121	Mental Health Medi-Cal		
3125	Youth Treatment Services (SAPT)	\$	-
3130	State Grant		
3140	Private Donations		
3150	Client Fees		
3160	Insurance		
<b>REVENUE/MATCH TOTAL</b>		\$	-
<b>NET PROGRAM BUDGET</b>		\$	200,000

18-042: Intensive Mental Health and Substance Use Disorder Services at JJC New Horizons Program

Projected Budget - Fiscal Year 2018-19 Narrative

Provider Name: Mental Health Systems, Inc.

PERSONNEL / SALARIES		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 4,767	11%
Clinical Supervisor	26,347	50%
Mental Health Clinician	34,667	100%
Mental Health Clinician	34,667	100%
Family Support Partner	6,240	25%
Administrative Assistant	1,248	5%
Vice President	4,853	7%
Program Analyst	3,033	7%
Intern	-	40%
Position descriptions submitted with proposal.		List Amount
PAYROLL TAXES TOTAL		\$ 9,614
EMPLOYEE BENEFITS TOTAL		\$ 21,291
INSURANCE	List the following insurance categories:	
	• 0251 - Workers Compensation Insurance	\$1,158
	• 0252 - Liability Insurance- Professional Liability and Malpractice Insurances	\$1,520
	• 0253 - Insurance Other - N/A	\$0
COMMUNICATIONS	• 0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs. \$912	
	• 0302 - Answering Service - N/A	
OFFICE EXPENSE	• 0351 - Office Supplies: Includes Items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies. \$1,442	
	• 0352 - Social/Rec, Workbooks.- N/A	
	• 0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the \$100	
	• 0354 - Publications - N/A	
	• 0355 - Legal Notices/Advertising - N/A	
EQUIPMENT	List the following equipment categories and provide a brief description for each category:	
	• 0401 - Purchase of Equipment - minor equipment needs	\$560
	• 0402 - Equipment Rent/Lease- Cost for lease of copy machine	\$1,600
	• 0403 - Equipment Maintenance: minor equipment repair and IT maintenance	\$792
FACILITIES	List the following facilities categories and provide a brief description for each category:	
	• 0451 - Rent/Lease Building - N/A	\$0
	• 0452 - Facilities Maintenance - N/A	\$0
	• 0453 - Utilities - N/A	\$0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">\$1,962</span></li> <li>• 0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">\$1,058</span></li> <li>• 0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">\$2,496</span></li> <li>• 0504 - Transportation - To transport client families <span style="float: right;">\$1,308</span></li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">\$0</span></li> <li>• 0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">\$800</span></li> <li>• 0553 - Program Supplies - Food: Food for clients <span style="float: right;">\$3,000</span></li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">\$7,200</span></li> <li>• 0603 - Contracted Services - N/A <span style="float: right;">\$0</span></li> <li>• 0604 - Contracted Services - N/A <span style="float: right;">\$0</span></li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0651 - Accounting/Bookkeeping - See Indirect</li> <li>• 0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">\$100</span></li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">\$25,327</span></li> <li>• 0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">\$1,928</span></li> <li>• 0703 - County Administration Fee -N/A <span style="float: right;">\$0</span></li> <li>• 0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">\$1,168</span></li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>• 3120 - Drug Medi-Cal -</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) -</li> <li>• 3130 - State Grant -</li> <li>• 3140 - Private Donations -</li> <li>• 3150 - Client Fees -</li> <li>• 3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount cannot exceed 1/12th of the total cost proposal for this section.</p>

**18-042: Intensive Mental Health and Substance Use Disorder Services at JJC New Horizons Program**

**Projected Budget - Fiscal Year 2019-20**

**Provider Name:** Mental Health Systems, Inc. **Mailing Address:** 9485 Farnham Street  
**Program Name:** New Horizons **San Diego, CA 92123**  
**Approved by:** Lindsay Santino **Street Address:** 3333 E American Avenue  
**Fresno, CA**

**No. of Budgeted FTEs - Admin:** 0.30 **Phone Number:** (858) 573-2600  
**No. of Budgeted FTEs - Direct:** 3.15 **Fax Number:** (858) 573-2914  
**E-mail Address:** [dheld@mhinc.org](mailto:dheld@mhinc.org)

Budget Categories- Line Item Description (Must be itemized)	Annual Salary	% of FTE dedicated to this program	% Time dedicated to services		Proposed Program Budget		Total Proposed Budget
			Admin.	Direct	Admin.	Direct	
<b>PERSONNEL/SALARIES</b>							
0101 Program Manager	\$ 66,955	11%	100%		\$ 7,365	\$ -	\$ 7,365
0102 Clinical Supervisor	\$ 81,411	50%			\$ -	\$ 40,706	\$ 40,706
0103 Mental Health Clinician	\$ 53,560	100%			\$ -	\$ 53,560	\$ 53,560
0104 Mental Health Clinician	\$ 53,560	100%			\$ -	\$ 53,560	\$ 53,560
0105 Family Support Partner	\$ 38,563	25%			\$ -	\$ 9,641	\$ 9,641
0106 Administrative Assistant	\$ 38,563	5%			\$ 1,928	\$ -	\$ 1,928
0107 Vice President	\$ 104,000	7%			\$ 7,280	\$ -	\$ 7,280
0108 Program Analyst	\$ 65,000	7%			\$ 4,550	\$ -	\$ 4,550
0109 Intern	\$ -	40%			\$ -	\$ -	\$ -
<b>SALARIES TOTAL</b>					<b>\$ 21,123</b>	<b>\$ 157,467</b>	<b>\$ 178,590</b>
<b>PAYROLL TAXES</b>							
0151 F.I.C.A. Social Security and Medicare					\$ 1,611	\$ 12,041	\$ 13,653
0152 Federal Unemployment (FUTA)					\$ -	\$ -	\$ -
0153 State Employment Training Tax (ET)					\$ -	\$ -	\$ -
0154 State Unemployment Insurance (I)					\$ 137	\$ 1,024	\$ 1,161
<b>PAYROLL TAXES TOTAL</b>					<b>\$ 1,753</b>	<b>\$ 13,071</b>	<b>\$ 14,824</b>
<b>EMPLOYEE BENEFITS</b>							
0201 Health Insurance					\$ 1,971	\$ 14,721	\$ 16,698
0202 Life Insurance					\$ 7	\$ 49	\$ 56
0203 Retirement					\$ 1,690	\$ 12,591	\$ 14,287
0204 Workers' Compensation Insurance					\$ 211	\$ 1,571	\$ 1,786
0205 Benefits Other - Specify					\$ -	\$ -	\$ -
<b>EMPLOYEE BENEFITS TOTAL</b>					<b>\$ 3,883</b>	<b>\$ 28,944</b>	<b>\$ 32,827</b>
<b>TAXES &amp; BENEFITS TOTAL</b>							
					<b>\$ 11.83%</b>	<b>\$ 88.17%</b>	<b>\$ 100.00%</b>
<b>TOTAL DIRECT (ADMIN) SALARIES, PAYROLL TAXES, AND EMPLOYEE BENEFITS</b>							<b>\$ 47,651</b>
<b>TOTAL PERCENT OF BENEFITS TO SALARIES</b>							<b>26.7%</b>

**Services and Supplies**

<b>INSURANCE</b>		
0252	Liability Insurance	\$ 2,280
0253	Insurance Other-Specify	\$ -
<b>INSURANCE TOTAL</b>		\$ 2,280
<b>COMMUNICATIONS</b>		
0301	Telecommunications/data lines	\$ 1,368
0302	Answering Service	\$ -
<b>COMMUNICATIONS TOTAL</b>		\$ 1,368
<b>OFFICE EXPENSE</b>		
0351	Office Supplies	\$ 2,019
0352	Soc Rec., Workbooks	\$ -
0353	Printing/Reproduction	\$ 100
0354	Publications	\$ -
0355	Legal Notices/Advertising	\$ -
<b>OFFICE EXPENSE TOTAL</b>		\$ 2,119
<b>EQUIPMENT</b>		
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$ 640
0402	Equipment Rent/Lease (Copy Machines)	\$ 2,400
0403	Equipment Maintenance	\$ 1,188
<b>EQUIPMENT TOTAL</b>		\$ 4,228
<b>FACILITIES</b>		
0451	Rent/Lease Building	\$ -
0452	Facilities Maintenance	\$ -
0453	Utilities	\$ -
<b>FACILITIES TOTAL</b>		\$ -
<b>TRAVEL COSTS</b>		
0501	Staff Mileage	\$ 1,962
0502	Staff Travel (Out of County)	\$ 1,058
0503	Staff Training/Registration	\$ 4,244
0504	Transportation	\$ 1,308
<b>TRAVEL COSTS TOTAL</b>		\$ 8,572
<b>PROGRAM SUPPLIES</b>		
0551	Program Supplies-Client Incentives	\$ -
0552	Program Supplies-Curriculum	\$ 800
0553	Program Supplies-Food	\$ 4,000
<b>PROGRAM SUPPLIES TOTAL</b>		\$ 4,800
<b>CONSULTANCY</b>		
0601	Consultant Services (Interpretive Services)	\$ 7,920
0602	Contracted Services (Recruitment)	\$ -
0603	Contracted Services (Medical Director)	\$ -
0604	Contracted Services (Urinalysis)	\$ -
<b>CONSULTANCY TOTAL</b>		\$ 7,920
<b>FISCAL AND AUDITS</b>		
0651	Accounting/Bookkeeping (IT Support)	\$ -
0652	External Audit	\$ 100
<b>FISCAL AND AUDITS TOTAL</b>		\$ 100
<b>OTHER COSTS</b>		
0701	Indirect Costs	\$ 37,991
0702	Licenses/Taxes	\$ 2,792
0703	County Administration Fee	\$ -
0749	Other Business Services	\$ 1,589
<b>OTHER COSTS TOTAL</b>		\$ 42,372
<b>ONE TIME ADVANCE - Start Up Costs</b>		
<b>TOTAL PROGRAM EXPENDITURES</b>		\$ 100,000
<b>REVENUE/MATCH</b>		
3120	Drug Medi-Cal	\$ -
3121	Mental Health Medi-Cal	\$ -
3125	Youth Treatment Services (SAPT)	\$ -
3130	State Grant	\$ -
3140	Private Donations	\$ -
3150	Client Fees	\$ -
3160	Insurance	\$ -
<b>REVENUE/MATCH TOTAL</b>		\$ -
<b>NET PROGRAM BUDGET</b>		\$ 300,000

18-042: Intensive Mental Health and Substance Use Disorder Services at JJC New Horizons Program

Projected Budget - Fiscal Year 2019-20 Narrative

Provider Name: Mental Health Systems, Inc.

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 7,365	11%
Clinical Supervisor	40,706	50%
Mental Health Clinician	53,560	100%
Mental Health Clinician	53,560	100%
Family Support Partner	9,641	25%
Administrative Assistant	1,928	5%
Vice President	7,280	7%
Program Analyst	4,550	7%
Intern	-	40%
Position descriptions submitted with proposal.		List Amount
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 14,824</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 32,827</b>
<b>INSURANCE</b>	List the following insurance categories:	
	• 0251 - Workers Compensation Insurance	1786
	• 0252 - Liability Insurance- Professional Liability and Malpractice Insurances	2280
	• 0253 - Insurance Other - N/A	0
<b>COMMUNICATIONS</b>	• 0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs. <span style="float: right;">1368</span>	
	• 0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	• 0351 - Office Supplies: Includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies. <span style="float: right;">2019</span>	
	• 0352 - Social/Rec, Workbooks.- N/A	
	• 0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the	100
	• 0354 - Publications - N/A	
	• 0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	• 0401 - Purchase of Equipment - minor equipment needs	640
	• 0402 - Equipment Rent/Lease- Cost for lease of copy machine	2400
	• 0403 - Equipment Maintenance: minor equipment repair and IT maintenance	1188
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	• 0451 - Rent/Lease Building - N/A	0
	• 0452 - Facilities Maintenance - N/A	0
	• 0453 - Utilities - N/A	0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">1962</span></li> <li>• 0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">1058</span></li> <li>• 0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">4244</span></li> <li>• 0504 - Transportation - To transport client families <span style="float: right;">1308</span></li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">0</span></li> <li>• 0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">800</span></li> <li>• 0553 - Program Supplies - Food: Food for clients <span style="float: right;">4000</span></li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">7920</span></li> <li>• 0603 - Contracted Services - N/A <span style="float: right;">0</span></li> <li>• 0604 - Contracted Services - N/A <span style="float: right;">0</span></li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0651 - Accounting/Bookkeeping - See Indirect</li> <li>• 0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">100</span></li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">37991</span></li> <li>• 0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">2792</span></li> <li>• 0703 - County Administration Fee -N/A <span style="float: right;">0</span></li> <li>• 0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">1589</span></li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>• 3120 - Drug Medi-Cal -</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) -</li> <li>• 3130 - State Grant -</li> <li>• 3140 - Private Donations -</li> <li>• 3150 - Client Fees -</li> <li>• 3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount cannot exceed 1/12th of the total cost proposal for this section.</p>



### Services and Supplies

<b>INSURANCE</b>			
0252	Liability Insurance	\$	2,280
0253	Insurance Other-Specify	\$	-
<b>INSURANCE TOTAL</b>		\$	2,280
<b>COMMUNICATIONS</b>			
0301	Telecommunications/data lines	\$	1,368
0302	Answering Service		
<b>COMMUNICATIONS TOTAL</b>		\$	1,368
<b>OFFICE EXPENSE</b>			
0351	Office Supplies	\$	1,825
0352	Soc Rec., Workbooks		
0353	Printing/Reproduction	\$	100
0354	Publications		
0355	Legal Notices/Advertising		
<b>OFFICE EXPENSE TOTAL</b>		\$	1,925
<b>EQUIPMENT</b>			
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)	\$	640
0402	Equipment Rent/Lease (Copy Machines)	\$	2,400
0403	Equipment Maintenance	\$	1,188
<b>EQUIPMENT TOTAL</b>		\$	4,228
<b>FACILITIES</b>			
0451	Rent/Lease Building	\$	-
0452	Facilities Maintenance	\$	-
0453	Utilities	\$	-
<b>FACILITIES TOTAL</b>		\$	-
<b>TRAVEL COSTS</b>			
0501	Staff Mileage	\$	1,635
0502	Staff Travel (Out of County)	\$	638
0503	Staff Training/Registration	\$	2,744
0504	Transportation	\$	981
<b>TRAVEL COSTS TOTAL</b>		\$	5,998
<b>PROGRAM SUPPLIES</b>			
0551	Program Supplies-Client Incentives	\$	-
0552	Program Supplies-Curriculum	\$	200
0553	Program Supplies-Food	\$	2,000
<b>PROGRAM SUPPLIES TOTAL</b>		\$	2,200
<b>CONSULTANCY</b>			
0601	Consultant Services (Interpretive Services)	\$	6,968
0602	Contracted Services (Recruitment)	\$	-
0603	Contracted Services (Medical Director)	\$	-
0604	Contracted Services (Urinalysis)	\$	-
<b>CONSULTANCY TOTAL</b>		\$	6,968
<b>FISCAL AND AUDITS</b>			
0651	Accounting/Bookkeeping (IT Support)		
0652	External Audit	\$	100
<b>FISCAL AND AUDITS TOTAL</b>		\$	100
<b>OTHER COSTS</b>			
0701	Indirect Costs		37,991
0702	Licenses/Taxes		2,792
0703	County Administration Fee		-
0749	Other Business Services		1,589
<b>OTHER COSTS TOTAL</b>		\$	42,372
<b>ONE TIME ADVANCE - Start Up Costs</b>			
<b>TOTAL PROGRAM EXPENDITURES</b>		\$	300,000
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal		
3121	Mental Health Medi-Cal		
3125	Youth Treatment Services (SAPT)		
3130	State Grant		
3140	Private Donations		
3150	Client Fees		
3160	Insurance		
<b>REVENUE/MATCH TOTAL</b>		\$	-
<b>NET PROGRAM BUDGET</b>		\$	300,000

18-042: Intensive Mental Health and Substance Use Disorder Services at JJC New Horizons Program

Projected Budget - Fiscal Year 2020-21 Narrative

Provider Name: Mental Health Systems, Inc.

PERSONNEL / SALARIES		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 7,585	11%
Clinical Supervisor	41,922	50%
Mental Health Clinician	55,162	100%
Mental Health Clinician	55,162	100%
Family Support Partner	9,932	25%
Administrative Assistant	1,986	5%
Vice President	7,280	7%
Program Analyst	4,550	7%
Intern	-	40%
Position descriptions submitted with proposal.		List Amount
PAYROLL TAXES TOTAL		\$ 15,239
EMPLOYEE BENEFITS TOTAL		\$ 33,743
INSURANCE	List the following insurance categories:	
	• 0251 - Workers Compensation Insurance	1836
	• 0252 - Liability Insurance- Professional Liability and Malpractice Insurances	2280
	• 0253 - Insurance Other - N/A	0
COMMUNICATIONS	• 0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs.	1368
	• 0302 - Answering Service - N/A	
OFFICE EXPENSE	• 0351 - Office Supplies: Includes Items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies.	1825
	• 0352 - Social/Rec, Workbooks - N/A	
	• 0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the	100
	• 0354 - Publications - N/A	
	• 0355 - Legal Notices/Advertising - N/A	
EQUIPMENT	List the following equipment categories and provide a brief description for each category:	
	• 0401 - Purchase of Equipment - minor equipment needs	640
	• 0402 - Equipment Rent/Lease- Cost for lease of copy machine	2400
	• 0403 - Equipment Maintenance: minor equipment repair and IT maintenance	1188
FACILITIES	List the following facilities categories and provide a brief description for each category:	
	• 0451 - Rent/Lease Building - N/A	0
	• 0452 - Facilities Maintenance - N/A	0
	• 0453 - Utilities - N/A	0

<p><b>TRAVEL</b></p>	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">1635</span></li> <li>• 0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMS meeting. <span style="float: right;">638</span></li> <li>• 0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">2744</span></li> <li>• 0504 - Transportation - To transport client families <span style="float: right;">981</span></li> </ul>
<p><b>PROGRAM SUPPLIES</b></p>	<p>List the following program supplies categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">0</span></li> <li>• 0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">200</span></li> <li>• 0553 - Program Supplies - Food: Food for clients <span style="float: right;">2000</span></li> </ul>
<p><b>CONSULTANCY</b></p>	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">6968</span></li> <li>• 0603 - Contracted Services - N/A <span style="float: right;">0</span></li> <li>• 0604 - Contracted Services - N/A <span style="float: right;">0</span></li> </ul>
<p><b>FISCAL AND AUDITS</b></p>	<p>List the following fiscal and audits categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0651 - Accounting/Bookkeeping - See Indirect</li> <li>• 0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">100</span></li> </ul>
<p><b>OTHER COSTS</b></p>	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">37991</span></li> <li>• 0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">2792</span></li> <li>• 0703 - County Administration Fee -N/A <span style="float: right;">0</span></li> <li>• 0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">1589</span></li> </ul>
<p><b>REVENUE/MATCH</b></p>	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>• 3120 - Drug Medi-Cal -</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) -</li> <li>• 3130 - State Grant -</li> <li>• 3140 - Private Donations -</li> <li>• 3150 - Client Fees -</li> <li>• 3160 - Insurance -</li> </ul>
<p><b>ONE TIME ADVANCE</b></p>	<p>Used for startup costs and is available upon request with a detailed justification. The amount cannot exceed 1/12th of the total cost proposal for this section.</p>

**18-042: Intensive Mental Health and Substance Use Disorder Services at JJC New Horizons Program**

Projected Budget - Fiscal Year 2021-22

**Provider Name:** Mental Health Systems, Inc. **Mailing Address:** 9465 Farnham Street  
**Program Name:** New Horizons **San Diego, CA 92123**  
**Approved by:** Lindsay Santino **Street Address:** 3333 E American Avenue  
**Fresno, CA**  
**No. of Budgeted FTEs - Admin:** 0.30 **Phone Number:** (858) 573-2600  
**No. of Budgeted FTEs - Direct:** 3.15 **Fax Number:** (858) 573-2914  
**E-mail Address:** [dheld@mhinc.org](mailto:dheld@mhinc.org)

Budget Categories- Line Item Description (Must be itemized)	Annual Salary	% of FTE dedicated to this program	% Time dedicatetec to services		Proposed Program Budget	
			Admin.	Direct	Admin.	Direct
<b>PERSONNEL/SALARIES</b>						
0101 Program Manager	\$ 71,032	11%	100%		\$ 7,814	\$ 7,814
0102 Clinical Supervisor	\$ 86,362	50%	100%			\$ 43,181
0103 Mental Health Clinician	\$ 56,826	100%	100%			\$ 56,826
0104 Mental Health Clinician	\$ 56,826	100%	100%			\$ 56,826
0105 Family Support Partnr	\$ 40,914	25%	100%			\$ 10,228
0106 Administrative Assisitar	\$ 40,914	5%	100%		\$ 2,046	\$ 2,046
0107 Vice Presiden:	\$ 104,000	7%	100%		\$ 7,280	\$ 7,280
0108 Program Anlys	\$ 65,000	40%	100%		\$ 4,550	\$ 4,550
0109 Inter:	\$ -				\$ -	\$ -
<b>SALARIES TOTAL</b>					\$ 21,690	\$ 167,061
<b>PAYROLL TAXES</b>					\$ 11.49%	\$ 88.51%
0151 F.I.C.A. Social Security and Medica	\$ 6.2 % rate applied to \$127.2k of gross earnings per employee			Rate	\$ 1,665	\$ 12,78
0152 Federal Unemployment (FUT/	Rate applied to only first \$7k of gross earnings per employee				\$ -	\$ -
0153 State Employment Training Tax (ET	Rate applied to only first \$7k of gross earnings per employee				\$ -	\$ -
0154 State Unemployment Insurance (I	Rate applied to only first \$7k of gross earnings per employee				\$ 141	\$ 1,086
<b>PAYROLL TAXES TOTAL</b>					\$ 1,800	\$ 13,867
<b>EMPLOYEE BENEFITS</b>					\$ 11.49%	\$ 88.51%
0201 Health Insurance				Rate	\$ 1,700	\$ 13,117
0202 Life Insurance					\$ 6	\$ 50
0203 Retirement					\$ 1,731	\$ 13,361
0204 Workers' Compensation Insurance					\$ 217	\$ 1,671
0205 Benefits Other - Specify					\$ -	\$ -
<b>EMPLOYEE BENEFITS TOTAL</b>					\$ 3,661	\$ 28,200
<b>TAXES &amp; BENEFITS TOTAL</b>						\$ 47,528
<b>TOTAL DIRECT (ADMIN) SALARIES, PAYROLL TAXES, AND EMPLOYEE BENEFITS</b>						\$ 236,279
<b>TOTAL PERCENT OF BENEFITS TO SALARIES</b>						25.2%

**Services and Supplies**

<b>INSURANCE</b>			
0252	Liability Insurance		\$ 2,280
0253	Insurance Other-Specify		\$ -
<b>INSURANCE TOTAL</b>			\$ 2,280
<b>COMMUNICATIONS</b>			
0301	Telecommunications/data lines		\$ 1,368
0302	Answering Service		
<b>COMMUNICATIONS TOTAL</b>			\$ 1,368
<b>OFFICE EXPENSE</b>			
0351	Office Supplies		\$ 1,825
0352	Soc Rec., Workbooks		
0353	Printing/Reproduction		\$ 100
0354	Publications		
0355	Legal Notices/Advertising		
<b>OFFICE EXPENSE TOTAL</b>			\$ 1,925
<b>EQUIPMENT</b>			
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)		\$ 840
0402	Equipment Rent/Lease (Copy Machines)		\$ 2,400
0403	Equipment Maintenance		\$ 1,188
<b>EQUIPMENT TOTAL</b>			\$ 4,228
<b>FACILITIES</b>			
0451	Rent/Lease Building		\$ -
0452	Facilities Maintenance		\$ -
0453	Utilities		\$ -
<b>FACILITIES TOTAL</b>			\$ -
<b>TRAVEL COSTS</b>			
0501	Staff Mileage		\$ 1,635
0502	Staff Travel (Out of County)		\$ 638
0503	Staff Training/Registration		\$ 1,044
0504	Transportation		\$ 981
<b>TRAVEL COSTS TOTAL</b>			\$ 4,298
<b>PROGRAM SUPPLIES</b>			
0551	Program Supplies-Client Incentives		\$ -
0552	Program Supplies-Curriculum		\$ 200
0553	Program Supplies-Food		\$ 2,000
<b>PROGRAM SUPPLIES TOTAL</b>			\$ 2,200
<b>CONSULTANCY</b>			
0601	Consultant Services (Interpretive Services)		\$ 4,950
0602	Contracted Services (Recruitment)		
0603	Contracted Services (Medical Director)		\$ -
0604	Contracted Services (Urinalysis)		\$ -
<b>CONSULTANCY TOTAL</b>			\$ 4,950
<b>FISCAL AND AUDITS</b>			
0651	Accounting/Bookkeeping (IT Support)		
0652	External Audit		\$ 100
<b>FISCAL AND AUDITS TOTAL</b>			\$ 100
<b>OTHER COSTS</b>			
0701	Indirect Costs		37,991
0702	Licenses/Taxes		2,792
0703	County Administration Fee		-
0749	Other Business Services		1,589
<b>OTHER COSTS TOTAL</b>			\$ 42,372
<b>ONE TIME ADVANCE - Start Up Costs</b>			
<b>TOTAL PROGRAM EXPENDITURES</b>			\$ 300,000
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal		
3121	Mental Health Medi-Cal		
3125	Youth Treatment Services (SAPT)		
3130	State Grant		
3140	Private Donations		
3150	Client Fees		
3160	Insurance		
<b>REVENUE/MATCH TOTAL</b>			\$ -
<b>NET PROGRAM BUDGET</b>			\$ 300,000

18-042: Intensive Mental Health and Substance Use Disorder Services at JJC New Horizons Program

Projected Budget - Fiscal Year 2021-22 Narrative

Provider Name: Mental Health Systems, Inc.

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 7,814	11%
Clinical Supervisor	43,181	50%
Mental Health Clinician	56,826	100%
Mental Health Clinician	56,826	100%
Family Support Partner	10,228	25%
Administrative Assistant	2,046	5%
Vice President	7,280	7%
Program Analyst	4,550	7%
Intern	-	40%
Position descriptions submitted with proposal.		List Amount
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 15,667</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 31,861</b>
<b>INSURANCE</b>	List the following insurance categories:	
	• 0251 - Workers Compensation Insurance	1888
	• 0252 - Liability Insurance- Professional Liability and Malpractice Insurances	2280
	• 0253 - Insurance Other - N/A	0
<b>COMMUNICATIONS</b>	• 0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs. <span style="float: right;">1368</span>	
	• 0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	• 0351 - Office Supplies: Includes Items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies. <span style="float: right;">1825</span>	
	• 0352 - Social/Rec, Workbooks.- N/A	
	• 0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the <span style="float: right;">100</span>	
	• 0354 - Publications - N/A	
	• 0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	• 0401 - Purchase of Equipment - minor equipment needs	640
	• 0402 - Equipment Rent/Lease- Cost for lease of copy machine	2400
	• 0403 - Equipment Maintenance: minor equipment repair and IT maintenance	1188
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	• 0451 - Rent/Lease Building - N/A	0
	• 0452 - Facilities Maintenance - N/A	0
	• 0453 - Utilities - N/A	0

TRAVEL	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">1635</span></li> <li>• 0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">638</span></li> <li>• 0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">1044</span></li> <li>• 0504 - Transportation - To transport client families <span style="float: right;">981</span></li> </ul>
PROGRAM SUPPLIES	<p>List the following program supplies categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">0</span></li> <li>• 0552 - Program Supplies.- Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">200</span></li> <li>• 0553 - Program Supplies - Food: Food for clients <span style="float: right;">2000</span></li> </ul>
CONSULTANCY	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">4950</span></li> <li>• 0603 - Contracted Services - N/A <span style="float: right;">0</span></li> <li>• 0604 - Contracted Services - N/A <span style="float: right;">0</span></li> </ul>
FISCAL AND AUDITS	<p>List the following fiscal and audits categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0651 - Accounting/Bookkeeping - See Indirect</li> <li>• 0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">100</span></li> </ul>
OTHER COSTS	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">37991</span></li> <li>• 0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">2792</span></li> <li>• 0703 - County Administration Fee -N/A <span style="float: right;">0</span></li> <li>• 0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">1589</span></li> </ul>
REVENUE/MATCH	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>• 3120 - Drug Medi-Cal -</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) -</li> <li>• 3130 - State Grant -</li> <li>• 3140 - Private Donations -</li> <li>• 3150 - Client Fees -</li> <li>• 3160 - Insurance -</li> </ul>
ONE TIME ADVANCE	<p>Used for startup costs and is available upon request with a detailed justification. The amount cannot exceed 1/12th of the total cost proposal for this section.</p>



**Services and Supplies**

<b>INSURANCE</b>			
0252	Liability Insurance		\$ 2,280
0253	Insurance Other-Specify		\$ -
<b>INSURANCE TOTAL</b>			\$ 2,280
<b>COMMUNICATIONS</b>			
0301	Telecommunications/data lines		\$ 1,368
0302	Answering Service		
<b>COMMUNICATIONS TOTAL</b>			\$ 1,368
<b>OFFICE EXPENSE</b>			
0351	Office Supplies		\$ 1,825
0352	Soc Rec., Workbooks		
0353	Printing/Reproduction		\$ 100
0354	Publications		
0355	Legal Notices/Advertising		
<b>OFFICE EXPENSE TOTAL</b>			\$ 1,925
<b>EQUIPMENT</b>			
0401	Purchase of Equipment (Computers/Furniture/VOIP Phone)		\$ 640
0402	Equipment Rent/Lease (Copy Machines)		\$ 2,400
0403	Equipment Maintenance		\$ 1,188
<b>EQUIPMENT TOTAL</b>			\$ 4,228
<b>FACILITIES</b>			
0451	Rent/Lease Building		\$ -
0452	Facilities Maintenance		\$ -
0453	Utilities		\$ -
<b>FACILITIES TOTAL</b>			\$ -
<b>TRAVEL COSTS</b>			
0501	Staff Mileage		\$ 1,635
0502	Staff Travel (Out of County)		\$ 638
0503	Staff Training/Registration		\$ 1,044
0504	Transportation		\$ 981
<b>TRAVEL COSTS TOTAL</b>			\$ 4,298
<b>PROGRAM SUPPLIES</b>			
0551	Program Supplies-Client Incentives		\$ -
0552	Program Supplies-Curriculum		\$ 200
0553	Program Supplies-Food		\$ 2,000
<b>PROGRAM SUPPLIES TOTAL</b>			\$ 2,200
<b>CONSULTANCY</b>			
0601	Consultant Services (Interpretive Services)		\$ 4,950
0602	Contracted Services (Recruitment)		
0603	Contracted Services (Medical Director)		\$ -
0604	Contracted Services (Urinalysis)		\$ -
<b>CONSULTANCY TOTAL</b>			\$ 4,950
<b>FISCAL AND AUDITS</b>			
0651	Accounting/Bookkeeping (IT Support)		
0652	External Audit		\$ 100
<b>FISCAL AND AUDITS TOTAL</b>			\$ 100
<b>OTHER COSTS</b>			
0701	Indirect Costs		37,991
0702	Licenses/Taxes		2,792
0703	County Administration Fee		-
0749	Other Business Services		1,589
<b>OTHER COSTS TOTAL</b>			\$ 42,372
<b>ONE TIME ADVANCE - Start Up Costs</b>			
<b>TOTAL PROGRAM EXPENDITURES</b>			\$ 300,000
<b>REVENUE/MATCH</b>			
3120	Drug Medi-Cal		
3121	Mental Health Medi-Cal		
3125	Youth Treatment Services (SAPT)		
3130	State Gran		
3140	Private Donations		
3150	Client Fees		
3160	Insurance		
<b>REVENUE/MATCH TOTAL</b>			\$ -
<b>NET PROGRAM BUDGET</b>			\$ 300,000

18-042: Intensive Mental Health and Substance Use Disorder Services at JJC New Horizons Program

Projected Budget - Fiscal Year 2022-23 Narrative

Provider Name: Mental Health Systems, Inc.

<b>PERSONNEL / SALARIES</b>		
Annual Salary and FTE equivalence as in budget.		
Budget Categories-Line Item Description	Annual Salary for this Program	% of FTE dedicated to this program
Program Manager	\$ 7,814	11%
Clinical Supervisor	43,181	50%
Mental Health Clinician	56,826	100%
Mental Health Clinician	56,826	100%
Family Support Partner	10,228	25%
Administrative Assistant	2,046	5%
Vice President	7,280	7%
Program Analyst	4,550	7%
Intern	-	40%
Position descriptions submitted with proposal.		List Amount
<b>PAYROLL TAXES TOTAL</b>		<b>\$ 15,667</b>
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>\$ 31,861</b>
<b>INSURANCE</b>	List the following insurance categories:	
	• 0251 - Workers Compensation Insurance	1888
	• 0252 - Liability Insurance- Professional Liability and Malpractice Insurances	2280
	• 0253 - Insurance Other - N/A	0
<b>COMMUNICATIONS</b>	• 0301 - Telecommunications/data lines - Costs of telephone expense @ facility for staff. For employees that share time between programs, costs are estimated based on budgeted FTEs. <span style="float: right;">1368</span>	
	• 0302 - Answering Service - N/A	
<b>OFFICE EXPENSE</b>	• 0351 - Office Supplies: Includes items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies. <span style="float: right;">1825</span>	
	• 0352 - Social/Rec. Workbooks.- N/A	
	• 0353 - Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the <span style="float: right;">100</span>	
	• 0354 - Publications - N/A	
	• 0355 - Legal Notices/Advertising - N/A	
<b>EQUIPMENT</b>	List the following equipment categories and provide a brief description for each category:	
	• 0401 - Purchase of Equipment - minor equipment needs	640
	• 0402 - Equipment Ren/Lease- Cost for lease of copy machine	2400
	• 0403 - Equipment Maintenance: minor equipment repair and IT maintenance	1188
<b>FACILITIES</b>	List the following facilities categories and provide a brief description for each category:	
	• 0451 - Rent/Lease Building - N/A	0
	• 0452 - Facilities Maintenance - N/A	0
	• 0453 - Utilities - N/A	0

<p><b>TRAVEL</b></p>	<p>List the following travel categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0501 - Staff Mileage - Cost for mileage reimbursement for staff who may travel to multiple sites, as well as for coverage when traveling for training, or home visits. Mileage reimbursement rate is limited to the IRS standards. <span style="float: right;">1635</span></li> <li>• 0502 - Staff Travel (Out of County) - Covers the cost of program staff attending meetings and trainings out of county, for example, the Program Manager's travel to San Diego for the quarterly PMs meeting. <span style="float: right;">638</span></li> <li>• 0503 - Staff Training/Registration - Cost for staff to attend trainings relevant to the SOW. <span style="float: right;">1044</span></li> <li>• 0504 - Transportation - To transport client families <span style="float: right;">981</span></li> </ul>
<p><b>PROGRAM SUPPLIES</b></p>	<p>List the following program supplies categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0551 - Program Supplies - Client Incentives: N/A <span style="float: right;">0</span></li> <li>• 0552 - Program Supplies - Curriculum: Cost of supplies for client curriculum and supplies for recreational therapy and occupational therapy. <span style="float: right;">200</span></li> <li>• 0553 - Program Supplies - Food: Food for clients <span style="float: right;">2000</span></li> </ul>
<p><b>CONSULTANCY</b></p>	<p>List the following consulting categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0601 - Consultant Services - Interpretive Service: Allows program staff to reach an interpreter to provide language services to serve clients in their primary language. <span style="float: right;">4950</span></li> <li>• 0603 - Contracted Services - N/A <span style="float: right;">0</span></li> <li>• 0604 - Contracted Services - N/A <span style="float: right;">0</span></li> </ul>
<p><b>FISCAL AND AUDITS</b></p>	<p>List the following fiscal and audits categories and provide a brief description for each</p> <ul style="list-style-type: none"> <li>• 0651 - Accounting/Bookkeeping - See Indirect</li> <li>• 0652 - External Audit - Independent CPA Audit - Cost for annual audit to include this program. <span style="float: right;">100</span></li> </ul>
<p><b>OTHER COSTS</b></p>	<p>List the following categories and provide a brief description for each category:</p> <ul style="list-style-type: none"> <li>• 0701 - Indirect Costs - 14.5% of total Direct Costs to allow for Administrative cost of running the program, such as staff providing support in payroll processing, accounts payable and other management departments. See Cost Allocation Plan. <span style="float: right;">37991</span></li> <li>• 0702 - Licenses/Taxes - Cost of DMC Certification, Avatar (EHR) user fees, DMV verification <span style="float: right;">2792</span></li> <li>• 0703 - County Administration Fee -N/A <span style="float: right;">0</span></li> <li>• 0749 - Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item. <span style="float: right;">1589</span></li> </ul>
<p><b>REVENUE/MATCH</b></p>	<p>Please identify all anticipated funding sources and distinguish whether the revenue offsets</p> <ul style="list-style-type: none"> <li>• 3120 - Drug Medi-Cal -</li> <li>• 3121 - Mental Health Medi-Cal -</li> <li>• 3125 - Youth Treatment Services - (SAPT) -</li> <li>• 3130 - State Grant -</li> <li>• 3140 - Private Donations -</li> <li>• 3150 - Client Fees -</li> <li>• 3160 - Insurance -</li> </ul>
<p><b>ONE TIME ADVANCE</b></p>	<p>Used for startup costs and is available upon request with a detailed justification. The amount cannot exceed 1/12th of the total cost proposal for this section.</p>

**Electronic Health Records Software Charges**

CONTRACTOR understands that COUNTY utilizes Netsmart's Avatar for its Electronic Health Records management. CONTRACTOR agrees to reimburse COUNTY for all user license fees for accessing Netsmart's Avatar, as set forth below:

Description	Effective	Fee Per User
NetSmart Avatar Monthly Hosting Service (per named user per month)	02/01/2016	\$37.00
NetSmart Avatar Annual Maintenance/License (per named license per year)	02/01/2016	\$249.95
OrderConnect License <sup>1</sup> (per named license per year)	02/01/2016	\$1,278.00
Reaching Recovery	Upon first use of tools	\$10.00

\* Annual maintenance increases 3% each FY on July 1st

Should CONTRACTOR choose not to utilize Netsmart's Avatar for its Electronic Health Records management, CONTRACTOR will be responsible for obtaining its own system for Electronic Health Records management.

<sup>1</sup> includes 100 faxed pages per month. An additional fee of \$0.20 per faxed page will apply, thereafter.

## FRESNO COUNTY BEHAVIORAL 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 behavioral health services. Behavioral 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, contractor's employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County DBH. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Behavioral Health Compliance Training 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 behavioral 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, beneficiaries, and other behavioral 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 behavioral 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.
12. Immediately contact the DBH Business Office inbox using the [DBHADPBusinessOffice@fresnocountyca.gov](mailto:DBHADPBusinessOffice@fresnocountyca.gov) and your assigned DBH analyst and report any overpayment.

**FRESNO COUNTY BEHAVIORAL HEALTH PLAN**  
**COMPLIANCE PROGRAM**  
**2018 New Hire Behavioral Health Compliance Training**  
**Acknowledgment and Agreement**

I hereby acknowledge that I have completed the Mandatory New Hire Behavioral Health Compliance Training which provided information on Fresno County's Behavioral Health Compliance Program and that I understand the contents thereof. I further acknowledge that I have received, read and understand Fresno County's Compliance Program policy titled "Prevention, Detection, and Correction of Fraud, Waste and Abuse". I agree to abide by the Code of Conduct, and all Compliance Program requirements as they apply to my responsibilities as a County employee, contractor/subcontractor, volunteer or student.

I understand and accept my responsibilities under this Acknowledgment and Agreement and understand that any violation of the Code of Conduct 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 these policies can result in disciplinary action, up to and including termination of my employment or contractual agreement with the County.

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**County Employees Only – Complete this Section**

Full Name (printed): \_\_\_\_\_

Job Title: \_\_\_\_\_

Discipline (for licensed staff only):  Psychiatrist  Psychologist  Substance Abuse Specialist  
 LCSW  LMFT  NP  RN  LVN  LPT

DBH Department:  Adult MH  Children MH  Finance Division  Managed Care  
 Administration  Substance Abuse Services  Other: \_\_\_\_\_

Cost Center# \_\_\_\_\_ Program Name: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Phone: \_\_\_\_\_

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**Contractors/Contractor Staff, Volunteers, Students only – Complete this Section**

Agency Name (If applicable): \_\_\_\_\_

Full Name (Printed): \_\_\_\_\_

Discipline (Indicate below if applicable):

**Licensed:**  Psychiatrist  Psychologist  LCSW  LMFT  NP  RN  LVN  LPT  
 MD

**Unlicensed:**  Psychologist  ACSW  AMFT  APCC  Certified AOD Counselor  
 Registered AOD Counselor Other \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

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

## **DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:**

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

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

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters, pages 2 and 3 of this Exhibit. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www/epis/gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

## **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: \_\_\_\_\_



(Printed Name & Title)  
James C. Callaghan, Jr.  
James C. Callaghan, Jr.  
President & CEO

Date: \_\_\_\_\_

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

### ELECTRONIC SIGNATURE AGREEMENT

This Agreement governs the rights, duties, and responsibilities of \_\_\_\_\_ County in the use of an electronic signature in \_\_\_\_\_ County. The undersigned (I) understands that this Agreement describes my obligations to protect my electronic signature, and to notify appropriate authorities if it is stolen, lost, compromised, unaccounted for, or destroyed. I agree to the following terms and conditions:

I agree that my electronic signature will be valid for one year from date of issuance or earlier if it is revoked or terminated per the terms of this agreement. I will be notified and given the opportunity to renew my electronic signature each year prior to its expiration. The terms of this Agreement shall apply to each such renewal.

I will use my electronic signature to establish my identity and sign electronic documents and forms. I am solely responsible for protecting my electronic signature. If I suspect or discover that my electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then I will immediately notify the County Mental Health Director or his/her designee and request that my electronic signature be revoked. I will then immediately cease all use of my electronic signature. I agree to keep my electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

I will immediately request that my electronic signature be revoked if I discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. I understand that I may also request revocation at any time for any other reason.

If I have requested that my electronic signature be revoked, or I am notified that someone has requested that my electronic signature be suspended or revoked, and I suspect or discover that it has been or may be compromised or subjected to unauthorized use in any way, I will immediately cease using my electronic signature. I will also immediately cease using my electronic signature upon termination of employment or termination of this Agreement.

I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Requestor  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Requestor  
Printed Name \_\_\_\_\_

Approver  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

EXAMINER

## **CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES**

CONTRACTOR 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 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.

**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 PROVIDER(S) related to provision of alcohol and drug abuse treatment services for Fresno County residents, 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.

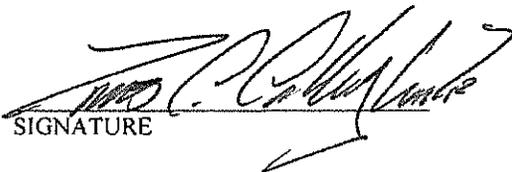
A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child 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 Children and Family 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

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

<b>I. Identifying Information</b>			
Name of entity <b>Mental Health Systems, Inc</b>		D/B/A	
Address (number, street) <b>9465 Farnham St.</b>		City <b>San Diego</b>	State <b>CA</b>
		ZIP code <b>92123</b>	
CLIA number	Taxpayer ID number (EIN) <b>95-3302967</b>	Telephone number <b>(858) 573-2600</b>	

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 checked="" 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 checked="" 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 checked="" 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
N/A		

- 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
MHS Board of Directors is a volunteer Board for a 501(c)(3) Non Profit		

YES NO

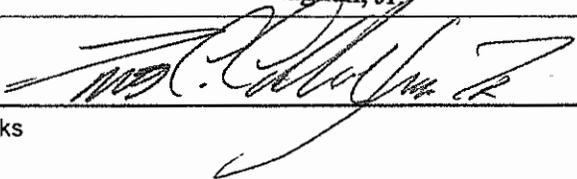
- IV. A. Has there been a change in ownership or control within the last year? .....  YES  NO  
If yes, give date. \_\_\_\_\_
- B. Do you anticipate any change of ownership or control within the year?.....  YES  NO  
If yes, when? \_\_\_\_\_
- C. Do you anticipate filing for bankruptcy within the year?.....  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) <b>James C. Callaghan, Jr.</b>	Title <b>President &amp; CEO</b>
Signature 	Date

Remarks