

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of August, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **GOLDEN STATE FAMILY SERVICES, INC.**, a California Non-Profit Corporation, whose address is P.O. Box 130 Kingsburg, California 93631, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS), is in need of a qualified agency to provide Therapeutic Foster Care (TFC) services, including certain Specialty Mental Health Services (SMHS) provided by resource parents to eligible youth involved in the Child Welfare (CWS); and

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is a Mental Health Plan (MHP) as defined in Title 9 of the California Code of Regulations (CCR), Section 1810.226; and

WHEREAS, CONTRACTOR represents that it is qualified and willing to provide said services pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in Exhibit A, "Summary of Services", attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified in COUNTY's Request for Proposal (RFP) No. 18-023 dated January 22, 2018, Addendum No. One (1) to COUNTY's RFP No. 18-023 dated February 7, 2018, and Addendum No. Two (2) to COUNTY's RFP No. 18-023 dated February 14, 2018 herein collectively referred to as COUNTY's Revised RFP, and CONTRACTOR's response to said Revised RFP dated February 21, 2018; all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) to this Agreement, including all Exhibits; (2) to the Revised RFP; and (3) to CONTRACTOR's response to the Revised RFP. A copy of COUNTY's Revised RFP No. 18-023 and CONTRACTOR's response thereto

1 shall be retained and made available during the term of this Agreement by COUNTY's DSS Administration.

2 C. CONTRACTOR shall align all behavioral health services, programs, and practices
3 with the vision, mission, and guiding principles of COUNTY's DBH as further described in Exhibit B,
4 "Fresno County Department of Behavioral Health Guiding Principles of Care Delivery," attached hereto
5 and incorporated herein by reference.

6 D. It is acknowledged by all parties hereto that COUNTY's DSS and DBH
7 Administrative Units shall monitor the services provided by the CONTRACTOR.

8 E. CONTRACTOR shall participate in periodic workgroup meetings including staff from
9 COUNTY's DSS and DBH Administrative Units. The meetings shall be held monthly, or as needed, to
10 discuss program requirements, data reporting, outcomes measurement, training, policies and procedures,
11 and overall program operations.

12 F. During the term of this Agreement, CONTRACTOR's service site shall be at 4285 N
13 Valentine Ave, Fresno, California 93722. Any change to CONTRACTOR's location of the service site may
14 be made only upon thirty (30) days advance written notification to COUNTY's DSS and DBH Directors and
15 upon written approval from the COUNTY's DSS and DBH Directors, or designees.

16 G. CONTRACTOR shall maintain requirements as an organizational provider
17 throughout the term of this Agreement, as further defined herein. If for any reason, this status is not
18 maintained, COUNTY may terminate this Agreement pursuant to Section 3 of this Agreement.

19 H. CONTRACTOR agrees that prior to providing services under the terms and
20 conditions of this Agreement, it shall have appropriate staff hired and in place for program services and
21 operations or COUNTY may, in addition to other remedies it may have, suspend TFC placements or
22 terminate this Agreement in accordance with Section 3 of this Agreement.

23 Upon execution of this Agreement, CONTRACTOR shall send to COUNTY's DSS
24 and DBH, a detailed plan ensuring clinically appropriate leadership and supervision of their clinical
25 program. Plans for recruitment and retention of clinical leadership with the clinical competencies to
26 oversee services based on the level of care and program design presented herein shall be included in this
27 plan.

28 CONTRACTOR understands that COUNTY does not guarantee a minimum amount of

1 placements to CONTRACTOR.

2 **2. TERM**

3 The term of this Agreement shall be for a period of three (3) years, commencing upon
4 execution through and including June 30, 2021. This Agreement may be extended for two (2)
5 additional consecutive twelve (12) month periods upon written approval of both parties no later than
6 sixty (60) days prior to the first day of the next twelve (12) month extension period. The DSS and DBH
7 Directors, or designees, are authorized to execute such written approval on behalf of COUNTY based
8 on CONTRACTOR'S satisfactory performance.

9 **3. TERMINATION**

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

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

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

20 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
21 of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
22 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the
23 breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to
24 the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment
25 of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
26 shall promptly refund any such funds upon demand.

27 C. Without Cause - Under circumstances other than those set forth above, this
28 Agreement may be terminated by COUNTY or COUNTY's DSS and DBH Directors or designees, upon the

1 giving of sixty (60) days advance written notice of an intention to terminate to CONTRACTOR.

2 **4. COMPENSATION**

3 A. Care and Supervision

4 CONTRACTOR is entitled to reimbursement at the Home-Based Foster Care
5 rate set by the California Department of Social Services (CDSS) based on eligibility criteria established
6 by the State of California. This Agreement in no way supersedes or modifies the eligibility and/or
7 reimbursement rate issuance process as established by the CDSS. The parties understand that the
8 COUNTY will have no obligation to make payment to CONTRACTOR for care and supervision under
9 this Agreement.

10 B. MHP Specialty Mental Health Services

11 Subject to the Claims and Payment Processing requirements set forth in Section 5
12 herein, COUNTY's DBH agrees to reimburse CONTRACTOR for rendering MHP SMHS to clients in the
13 manner detailed in this Section 4B. The reimbursement to CONTRACTOR for SMHS shall be based on
14 the negotiated per diem rate for the SMHS set forth within CONTRACTOR's Budget, Exhibit C, attached
15 hereto and incorporated herein by reference.

16 Additionally, said reimbursement rate shall be payment in full, subject to the cost
17 settlement process identified in Section 13, herein, third party liability, and client share of costs for the
18 SMHS CONTRACTOR provides to a client. CONTRACTOR shall be knowledgeable of all possible Medi-
19 Cal billable services, in order to maximize the Federal Financial Participation (FFP) reimbursement for
20 Medi-Cal eligible services. If clients have other health insurance coverage, CONTRACTOR must bill any
21 such third-party payers, before requesting payment from the COUNTY. In the event there is such third
22 party coverage for the covered services provided, COUNTY shall have no obligation to make any payment
23 to CONTRACTOR. Where applicable, CONTRACTOR shall submit claims to the COUNTY along with a
24 copy of the Medi-Cal denial letter or explanation of benefits or other third-party payer denial letter or
25 explanation of benefits within thirty (30) days of the date of such denial.

26 COUNTY shall not make payment for services rendered to MHP clients which are,
27 in the opinion of COUNTY, determined to be not medically necessary or which have not been authorized
28 for reimbursement by COUNTY MHP. CONTRACTOR understands and agrees that services are not MHP

1 SMHS subject to compensation under this Agreement unless they meet Medi-Cal standards for SMHS.

2 Unless the client has other health insurance coverage, CONTRACTOR shall look
3 only to COUNTY for compensation for MHP SMHS and, with the exception of authorized share of cost
4 payments and/or non-covered services, shall at no time seek compensation from clients.

5 C. Annual Contract Amounts

6 Upon execution through June 30, 2019, in no event shall the maximum
7 compensation amount under this Agreement exceed Five Hundred Thousand and No/100 Dollars
8 (\$500,000.00).

9 For FY July 1, 2019 through June 30, 2020, in no event shall the maximum
10 compensation amount under this Agreement exceed Five Hundred Thousand and No/100 Dollars
11 (\$500,000.00).

12 For FY July 1, 2020 through June 30, 2021, in no event shall the maximum
13 compensation amount under this Agreement exceed Five Hundred Thousand and No/100 Dollars
14 (\$500,000.00).

15 If this Agreement is extended for an additional twelve (12) month renewal period for
16 FY July 1, 2021 through June 30, 2022, in no event shall the maximum compensation amount under this
17 Agreement exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00).

18 If this Agreement is extended for a second additional twelve (12) month renewal
19 period for FY July 1, 2022 through June 30, 2023, in no event shall the maximum compensation amount
20 under this Agreement exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00).

21 D. Maximum Contract Amounts

22 In no event shall the total maximum compensation amount under Agreement for FY
23 2018-19, FY 2019-20, and FY 2020-21 combined exceed One Million Five Hundred Thousand and No/100
24 Dollars (\$1,500,000.00).

25 If performance standards are met and this Agreement is extended for an additional
26 twelve (12) month term pursuant to Section 3 herein, then in no event shall the total maximum
27 compensation amount under this Agreement for FY 2018-19, FY 2019-20, FY 2020-21, and FY 2021-22
28 exceed Two Million and No/100 Dollars (\$2,000,000.00).

1 If performance standards are met and this Agreement is extended for a second
2 additional twelve (12) month term pursuant to Section 3, herein, then in no event shall the total maximum
3 compensation amount under this Agreement for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, and
4 FY 2022-23 exceed Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00).

5 E. It is understood that all expenses incidental to CONTRACTOR's performance of
6 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply with
7 any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

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

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

17 All final claims, for the per diem rate, shall be submitted by CONTRACTOR within
18 sixty (60) days following the final month of service for which payment is claimed. No action shall be taken
19 by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is
20 not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall
21 automatically revert to COUNTY.

22 H. CONTRACTOR shall be held financially liable for any and all future
23 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit
24 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the
25 disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be
26 withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement
27 for any units of services rendered that are disallowed or denied by the Fresno County MHP utilization
28 review process or through State Department of Health Care Services (DHCS) Cost Report audit settlement

process for Medi-Cal eligible clients.

5. INVOICING

A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each month for SMHS provided in the previous month to COUNTY's DBH Staff as provided in Exhibit A, under "Contractor Responsibilities" and to DBHInvoices@co.fresno.ca.us. After CONTRACTOR renders service to referred clients, CONTRACTOR shall invoice COUNTY for payment, and certify the expenditure. Invoices shall be in such detail as acceptable to COUNTY's DBH, as described in this Section 5. CONTRACTOR will submit electronic claiming data into COUNTY's electronic information system for all clients, including those eligible for Medi-Cal and those not eligible for Medi-Cal, within thirty (30) calendar days from the date services were rendered.

B. CONTRACTOR shall submit to COUNTY an itemized invoice detailing all services and work performed herein at the per diem rate identified in Exhibit C. Billing information must include the client's name, date of service, type of mental health service provided, duration of service, client's International Classification of Diseases (ICD) diagnosis, and service provider name. No reimbursement for services shall be made until the invoice, claims certification, and back-up documentation is received, verified, and approved by COUNTY's DBH. COUNTY's DBH must pay CONTRACTOR before submitting claims to DHCS for Federal and State reimbursement for Medi-Cal eligible clients.

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

D. DHCS FFP reimbursement for Medi-Cal services is based on public expenditures

1 certified by the CONTRACTOR. CONTRACTOR must submit a signed certified public expenditure report
2 with the monthly invoice. DHCS expects the claim for reimbursement to equal the amount the COUNTY
3 paid to CONTRACTOR for the services rendered less any funding sources not eligible for Federal
4 reimbursement.

5 E. CONTRACTOR must report all third party collections from other funding sources for
6 private insurance, client private pay, or any other third party along with each monthly invoice.

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

12 G. CONTRACTOR must maintain such financial records for a period of seven (7)
13 years or until the dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be
14 responsible for any disallowances related to inadequate documentation.

15 H. CONTRACTOR shall be responsible for collecting and managing data in a manner
16 to be determined by DHCS and the County MHP in accordance with applicable rules and regulations. The
17 COUNTY electronic billing system is a critical source of information for purposes of monitoring service
18 volume. CONTRACTOR must attend COUNTY DBH's Business Office training on equipment reporting for
19 assets, intangible and sensitive minor assets, COUNTY DBH's electronic information system, and related
20 cost reporting.

21 I. CONTRACTOR must provide all necessary data to allow the COUNTY to bill Medi-
22 Cal and any other third party source, for services, and meet State and Federal reporting requirements. The
23 necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into
24 COUNTY's electronic information system 2) providing an electronic file compatible with COUNTY's
25 electronic information system, or 3) integration between COUNTY's electronic information system and
26 CONTRACTOR's information system(s).

27 J. If a Medi-Cal client has dual coverage, such as Other Health Coverage (OHC), the
28 CONTRACTOR will be responsible for billing the carrier and obtaining a payment/denial or have validation

1 of claiming with no response within ninety (90) days after the claim was mailed before the services can be
2 entered into COUNTY's electronic information system. CONTRACTOR must report all third party
3 collections or client pay, in the monthly invoice and in the Cost Report that is required to be submitted. A
4 copy of explanation of benefits of CWM 1500 is required as documentation.

5 K. Data entry shall be the responsibility of the CONTRACTOR. The data for billing
6 must be reconciled by the CONTRACTOR to the monthly invoice submitted for payment. COUNTY shall
7 monitor the volume and cost of services entered into COUNTY's electronic information system. Any and all
8 audit exceptions resulting from the provision and reporting of SMHS by CONTRACTOR shall be the sole
9 responsibility of the CONTRACTOR. CONTRACTOR will comply with all applicable policies, procedures,
10 directives and guidelines regarding the use of COUNTY's electronic information system. If
11 CONTRACTOR elects to use their own Electronic Health Record (EHR) system, the EHR must have
12 CCHIT certification for Security Access Control, Audit and Authentication. CONTRACTOR's billers
13 entering data in the EHR system will need to sign an Electronic Signature Certification (ESR).

14 L. Medi-Cal Certification and Mental Health Plan Compliance

15 CONTRACTOR will establish and maintain Medi-Cal certification or become
16 certified within ninety (90) days of the start of this Agreement through the COUNTY and DHCS to provide
17 reimbursable services to Medi-Cal eligible clients. In addition, CONTRACTOR shall work with the
18 COUNTY's DBH Managed Care to execute the process, if not currently certified by COUNTY, for
19 credentialing of staff. Service location must be approved by the COUNTY's DSS and DBH. During this
20 process the CONTRACTOR will obtain a legal entity number established by DHCS, a requirement for
21 maintaining organizational provider status throughout the term of this Agreement. CONTRACTOR will be
22 required to become Medi-Cal certified prior to providing services to Medi-Cal eligible clients and seeking
23 reimbursement in COUNTY's billing system. CONTRACTOR will not be reimbursed by COUNTY for any
24 Medi-Cal services rendered prior to certification.

25 CONTRACTOR shall provide SMHS in accordance with the COUNTY's MHP.
26 CONTRACTOR must comply with Exhibit D, "Fresno County Mental Health Plan Compliance Program and
27 Contractor Code of Conduct and Ethics", attached hereto and by this reference incorporated herein.

28 CONTRACTOR may provide direct SMHS using unlicensed staff as long as the

1 individual is approved as a provider by the COUNTY's MHP, is supervised by licensed staff, works within
2 his/her scope and only delivers allowable direct SMHS.

3 It is understood that each claim is subject to audit for compliance with Federal and
4 State regulations, and that COUNTY may be making payments in advance of said review. In the event that
5 a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold compensation or
6 set off from other payments due the amount of said disapproved service(s). CONTRACTOR shall be
7 responsible for audit exceptions to ineligible dates of service(s) or incorrect application of utilization review
8 requirements.

9 **6. INDEPENDENT CONTRACTOR**

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

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

27 **7. MODIFICATION**

28 Any matters of this Agreement may be modified from time to time by the written consent of

1 all the parties without, in any way, affecting the remainder.

2 Notwithstanding the above, changes to services and responsibilities of the CONTRACTOR
3 and changes to staffing, as needed, to accommodate changes in the law relating to TFC services and/or
4 SMHS, as set forth in Exhibit A, may be made with the signed written approval of COUNTY's DSS and
5 DBH Directors, or designees, and CONTRACTOR through an amendment approved by County Counsel
6 and the COUNTY's Auditor's Office.

7 In addition, changes to the volume of units and changes to the service rate to be provided,
8 as set forth in Exhibit B, may be made with the written approval of COUNTY's DSS and DBH Directors, or
9 designees, and CONTRACTOR.

10 Said modifications to service volume/types of service units and summary of services, shall
11 not result in any change to the maximum compensation amount payable to CONTRACTOR, as stated
12 herein.

13 CONTRACTOR hereby agrees that changes to the compensation under this Agreement
14 may be necessitated by a reduction in funding from State and/or Federal sources. COUNTY's DSS and
15 DBH Directors, or designees, may modify the maximum compensation depending on State and/or Federal
16 funding availability, as stated in Section 4 of this Agreement. CONTRACTOR further understands that this
17 Agreement is subject to any restrictions, limitations or enactments of all legislative bodies which affect the
18 provisions, term or funding of this Agreement in any manner.

19 **8. NON-ASSIGNMENT**

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

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1 **9. HOLD HARMLESS**

2 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
3 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages,
4 liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or
5 failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from
6 any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any
7 person, firm, or corporation who may be injured or damaged by the performance, or failure to perform,
8 of CONTRACTOR, its officers, agents, or employees under this Agreement. In addition, CONTRACTOR
9 agrees to indemnify COUNTY for Federal, State, and/or local audit exceptions resulting from
10 noncompliance herein on the part of the CONTRACTOR.

11 **10. INSURANCE**

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

16 A. Commercial General Liability

17 Commercial General Liability Insurance with limits of not less than One Million
18 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
19 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
20 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
21 liability or any other liability insurance deemed necessary because of the nature of this contract.

22 B. Automobile Liability

23 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less
24 than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars
25 (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars
26 (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars
27 (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this
28 Agreement.

1 C. Professional Liability

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

5 D. Worker's Compensation

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

8 E. Child Abuse/Molestation and Social Services Coverage

9 CONTRACTOR shall have either separate policies or an umbrella policy with
10 endorsements covering Child Abuse/Molestation and Social Services Liability coverage or have a specific
11 endorsement on their General Commercial Liability policy covering Child Abuse/Molestation and Social
12 Services Liability. The policy limits for these policies shall be One Million Dollars (\$1,000,000) per
13 occurrence with a Two Million Dollar (\$2,000,000) annual aggregate. Policies are to be on a per
14 occurrence basis.

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

22 Within thirty (30) days from the date CONTRACTOR signs and executes this
23 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for
24 all of the foregoing policies, as required herein, to the County of Fresno, (DSS, P.O. Box 1912, Fresno,
25 California, 93718), stating that such insurance coverage have been obtained and are in full force; that the
26 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
27 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
28 and employees, individually and collectively, as additional insured, but only insofar as the operations under

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

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

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

12 **11. LICENSES/CERTIFICATES**

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

21 **12. RECORDS**

22 CONTRACTOR shall maintain records in accordance with COUNTY's Exhibit E,
23 "Documentation Standards for Client Records", attached hereto and by this reference incorporated herein.
24 During site visits, COUNTY shall be allowed to review records of services provided, including the goals
25 and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives.
26 All medical records shall be maintained for a minimum of ten (10) years from the date of the end of the
27
28

1 Agreement.

2 **13. REPORTS**

3 A. Cost Report

4 CONTRACTOR agrees to submit a complete and accurate detailed Cost Report on
5 an annual basis for each fiscal year ending June 30th in the format prescribed by DHCS for the purposes of
6 Short Doyle Medi-Cal reimbursements and total costs for programs. The Cost Report will be the source
7 document for several phases of settlement with the DHCS for the purposes of Short Doyle Medi-Cal
8 reimbursement. CONTRACTOR shall report costs under their approved legal entity number established
9 during the Medi-Cal certification process. The information provided applies to CONTRACTOR for program
10 related costs for services rendered to Medi-Cal and Non-Medi-Cal eligible clients. CONTRACTOR will
11 remit a schedule to provide the required information on PC for all authorized services. The report will serve
12 as a source document to determine their usual and customary charge prevalent in the public mental health
13 sector that is used to bill the general public, insurers, or other Non-Medi-Cal third party payers during the
14 course of business operations. CONTRACTOR must report all collections for Medi-Cal services.
15 CONTRACTOR shall also submit with the Cost Report a copy of CONTRACTOR's general ledger that
16 supports revenues and expenditures and reconciled detailed report of reported total units of services
17 rendered under this Agreement to the units of services reported by CONTRACTOR to COUNTY's
18 electronic information system.

19 Cost Reports must be submitted to the COUNTY in hard copy with a signed cover
20 letter and electronic copy of the completed DHCS Cost Report form along with requested support
21 documents following each fiscal year ending June 30th. During the month of September of each year this
22 Agreement is effective, COUNTY will issue instructions of the annual Cost Report which indicates the
23 training session, DHCS Cost Report template worksheets, and deadlines to submit, as determined by the
24 State annually. CONTRACTOR shall remit the hard copy of the Cost Report to County of Fresno,
25 Department of Behavioral Health, Attention: Cost Report Team, P.O. Box 45003, Fresno, California,
26 97318. CONTRACTOR shall remit electronic copies and/or any inquiries to
27 DBHcostreportteam@co.fresno.ca.us.

28 All Cost Reports must be prepared in accordance with Generally Accepted

Accounting Principles (GAAP) and Welfare and Institutions Code 5651(a)(4), 5664(a), 5705(b)(3), and 5718(c). Unallowable costs such as lobby or political donations must be deducted on the Cost Report and invoice reimbursements.

If CONTRACTOR does not submit the Cost Report by the deadline, including any extension period granted by the COUNTY, the COUNTY may withhold payments of pending invoicing under compensation until the Cost Report has been submitted and clears COUNTY desk audit for completeness.

B. Settlements with DHCS

During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit settlement findings related to Medi-Cal and realignment reimbursements. CONTRACTOR will participate in several phases of settlements between COUNTY/CONTRACTOR and DHCS. The phases are initial cost reporting for settlement, settlement according to State reconciliation of records for paid Medi-Cal services and audit settlement-DHCS audit: 1) Initial cost reporting – after an internal review by COUNTY, COUNTY files Cost Report with DHCS on behalf of CONTRACTOR's legal entity for the fiscal year; 2) Settlement – State reconciliation of records for paid Medi-Cal Services, approximately eighteen (18) to thirty-six (36) months following the State close of the fiscal year, DHCS will send notice for any settlement under this provision to COUNTY; 3) Audit Settlement – DHCS audit. After final reconciliation and settlement, COUNTY and/or DHCS may conduct a review of medical records and Cost Reports along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow cost and/or unit of service reported on the CONTRACTOR's legal entity Cost Report. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with CONTRACTOR until resolution of the appeal. DHCS audits will follow Federal Medicaid procedures for managing overpayments.

If at the end of the Audit Settlement process, the COUNTY determines that it overpaid the CONTRACTOR, it will require the CONTRACTOR to repay the Medi-Cal related overpayment back to the COUNTY. If at the end of the Audit Settlement process, the COUNTY determines that it underpaid the CONTRACTOR, COUNTY will make a payment for the Medi-Cal related

1 underpayment to the CONTRACTOR based on Federal/State funds received.

2 Funds owed to COUNTY will be due within forty-five (45) days of notification by the
3 COUNTY, or COUNTY shall withhold future payments until all excess funds have been recouped by
4 means of an offset against any payments then or thereafter owing to CONTRACTOR under this or any
5 other Agreement.

6 C. Reports

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

13 14. MONITORING

14 CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DSS and DBH Directors,
15 or their designees, the California Department of Social Services (CDSS), and DHCS the right to review
16 and monitor records, programs and/or procedures, at any time, in regard to clients, as well as the overall
17 operation of CONTRACTOR's program, in order to ensure compliance with the terms and conditions of
18 this Agreement.

19 15. REFERENCES TO LAWS AND RULES

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

23 16. COMPLIANCE WITH STATE REQUIREMENTS

24 CONTRACTOR recognizes that COUNTY operates its mental health programs under an
25 agreement with the DHCS, and that under said agreement the State imposes certain requirements on
26 COUNTY and its subcontractors. CONTRACTOR shall adhere and be responsible for compliance as of
27 the effective date of each Federal, State, or local law or regulation specified, including those identified in
28

Exhibit J, "State Mental Health Requirements", attached hereto and by this reference incorporated herein.

17. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR shall be required to maintain organizational provider certification by the County of Fresno. CONTRACTOR must meet Medi-Cal organizational provider standards as listed in Exhibit K, "Medi-Cal Organizational Provider Standards," attached hereto and by this reference incorporated herein. It is acknowledged that all references to Organizational Provider and/or Provider in Exhibit K shall refer to CONTRACTOR. In addition, CONTRACTOR shall inform every client of their rights under the COUNTY's MHP as set forth in Exhibit L, "Fresno County Mental Health Plan Grievances," attached hereto and by this reference incorporated herein. CONTRACTOR shall also file an "Incident Report" for all incidents involving clients, following the protocol and using the worksheet identified in Exhibit M, "Fresno County Mental Health Plan Incident Report," attached hereto and by this reference incorporated herein, or a protocol and worksheet presented by CONTRACTOR that is accepted by COUNTY's DBH and DSS Director, or designees.

18. CONFIDENTIALITY

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

19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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

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

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require

CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations.

20. PROPERTY OF COUNTY

A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and intangible property obtained or controlled under COUNTY's MHP for use in operational capacity and will benefit COUNTY for a period more than one (1) year. Depreciation of the qualified items will be on a straight-line basis.

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

- A. Asset must have life span of over one (1) year;
- B. The asset is not a repair part;
- C. The asset must be valued at or greater than the capitalization thresholds for the asset type:

<u>Asset Type</u>	<u>Threshold</u>
• Land	\$0
• Buildings and improvements	\$100,000
• Infrastructure	\$100,000
• Be tangible	\$5,000
○ Equipment	
○ Vehicles	
• Or intangible asset	\$100,000
○ Internally generated software	
○ Purchased software	
○ Easements	
○ Patents	
• And capital lease	\$5,000

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset it will be tagged with a COUNTY program number. A Fixed Asset Log will be maintained by COUNTY's Asset Management System and annually inventoried until the asset is fully depreciated. During the term of this Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DSS and/or DBH Asset Inventory System.

- B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000) but more

1 than One Thousand and No/100 Dollars (\$1,000), with over one (1) year life span, and are mobile and high
2 risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers,
3 televisions, cameras and other sensitive items as determined by COUNTY's DSS and DBH Directors, or
4 designees. CONTRACTOR maintains a tracking system on the items and are not required to be
5 capitalized or depreciated. The items are subject to annual inventory for compliance.

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

14 CONTRACTOR further agrees to the following:

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

25 D. The purchase of any equipment by CONTRACTOR with funds provided hereunder
26 shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this Agreement as
27 appropriate, and must be directly related to CONTRACTOR's services or activity under the terms of this
28 Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment

1 purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from
2 COUNTY.

3 E. CONTRACTOR must obtain prior written approval from COUNTY's DBH whenever
4 there is any modification or change in the use of any property acquired or improved, in whole or in part,
5 using funds under this agreement. If any real or personal property acquired or improved with said funds
6 identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this
7 program, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market value of
8 the property, less any portion thereof attributable to expenditures of non-program funds. These
9 requirements shall continue in effect for the life of the property. In the event the program is closed out, the
10 requirements for this Section 21 shall remain in effect for activities or property funded with said funds,
11 unless action is taken by the State government to relieve COUNTY of these obligations.
12

13 **21. DATA SECURITY**

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

20 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

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

- 23 1. CONTRACTOR has received authorization by COUNTY for telecommuting
24
25
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27
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1 purposes;

- 2 2. Current virus protection software is in place;
- 3 3. Mobile device has the remote wipe feature enabled; and
- 4 4. A secure connection is used.

5 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

12 C. COUNTY-Owned Computer Equipment

13 CONTRACTOR, including its subcontractors and employees, may not use
14 COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from
15 the COUNTY's Chief Information Officer, or designee.

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

18 E. CONTRACTOR shall be responsible to employ strict controls to ensure the integrity
19 and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or
20 disclosure of data maintained in computer files, program documentation, data processing systems, data
21 files and data processing equipment which stores or processes COUNTY data internally and externally.

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

25 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,
26 breaches or potential breaches of security related to COUNTY's confidential information, data maintained
27 in computer files, program documentation, data processing systems, data files and data processing
28

1 equipment which stores or processes COUNTY data internally or externally.

2 H. COUNTY shall provide oversight to CONTRACTOR's responses to all incidents
3 arising from a possible breach of security related to COUNTY's confidential client information provided to
4 CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as
5 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be
6 responsible for all costs incurred as a result of providing the required notification.

7 **22. NON-DISCRIMINATION**

8 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not
9 deny the contract's benefits to any person the basis of race, religious creed, color, national origin, ancestry,
10 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
11 gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they
12 unlawfully discriminate against any employee or applicant for employment because of race, religious
13 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
14 information, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military
15 and veteran status.

16 CONTRACTOR shall insure that the evaluation and treatment of employees and applicants
17 for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the
18 provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations
19 promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1,
20 Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or
21 standards adopted by the awarding state agency to implement such article. Contractor shall permit access
22 by representatives of the Department of Fair Employment and Housing and the awarding state agency
23 upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours'
24 notice, to such of its books, records, accounts, and all other sources of information and its facilities as said
25 Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and its
26 subcontractors shall give written notice of their obligations under this clause to labor organizations with
27 which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
28 CONTRACTOR shall include the Non-Discrimination and compliance provisions of this clause in all

subcontracts to perform work under the Agreement

23. CONFLICT OF INTEREST

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

24. CHARITABLE CHOICE

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

25. CULTURAL COMPETENCY

As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

A. Title 6 of the Civil Rights Act of 1964 (42 USC Section 2000d, and 45 CFR Part 80)

1 and Executive Order 12250 of 1979 which prohibits recipients of Federal financial assistance from
2 discriminating against persons based on race, color, national origin, sex, disability or religion. This is
3 interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and
4 participation in federally funded programs through the provision of comprehensive and quality bilingual
5 services.

6 B. Policies and procedures for ensuring access and appropriate use of trained
7 interpreters and material translation services for all LEP clients, including, but not limited to, assessing the
8 cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its
9 language assistance program. The CONTRACTOR's procedures must include ensuring compliance of any
10 sub-contracted providers with these requirements.

11 C. CONTRACTOR shall not use minors as interpreters.

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

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

23 E. In compliance with the State mandated Culturally and Linguistically Appropriate
24 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to
25 COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR's plan to
26 address all fifteen (15) national cultural competency standards as set forth in the "National Standards on
27 Culturally and Linguistically Appropriate Services (CLAS)"
28 <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>. COUNTY's annual on-site review of

1 CONTRACTOR shall include collection of documentation to ensure all national standards are
2 implemented. As the national competency standards are updated, CONTRACTOR's plan must be updated
3 accordingly. Cultural competency training for CONTRACTOR staff should be substantively integrated into
4 health professions education and training at all levels, both academic and functional, including core
5 curriculum, professional licensure, and continuing professional development programs. CONTRACTOR
6 on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that shows all
7 CONTRACTOR staff cultural competency trainings completed.

8 **26. AMERICANS WITH DISABILITIES ACT**

9 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to
10 this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act
11 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations
12 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,
13 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and
14 information technology (EIT) accessible to people with disabilities. California Government Code section
15 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

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

17 To the extent necessary to prevent disallowances of reimbursement under Section
18 1861(v)(1)(I) of the Social Security Act, (42 USC§ 1395x, subd. (v)(1)(I)), until the expiration of four (4) years
19 after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written
20 request of the Secretary of the United States Department of Health and Human Services, or upon request
21 of the Comptroller General of the United States General Accounting Office, or any of their duly authorized
22 representatives, a copy of this Agreement and such books, documents, and records as are necessary to
23 certify the nature and extent of the costs of these services provided by CONTRACTOR under this
24 Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties
25 under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars
26 (\$10,000) or more over a twelve (12) month period, with a related organization, such Agreement shall
27 contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services
28 pursuant to such subcontract, the related organizations shall make available, upon written request of the

Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

28. SINGLE AUDIT CLAUSE

A. If CONTRACTOR expends Five Hundred Thousand and No/100 Dollars (\$500,000) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in accordance with the requirements of the Single Audit requirements as set forth in the Office of Management and Budget (OMB) 2 CFR 200. CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DSS and/or DBH Business Office for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not exceed the Five Hundred Thousand and No/100 Dollars (\$500,000) requirement or CONTRACTOR's only funding is through drug-related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's DSS and/or DBH for review, no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of

1 CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or
2 weakness found as a result of such audit. Audit work performed by COUNTY under this Section 27 shall
3 be billed to the CONTRACTOR at COUNTY's cost, as determined by COUNTY's Auditor-
4 Controller/Treasurer-Tax Collector.

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

10 **29. COMPLIANCE**

11 CONTRACTOR shall comply with COUNTY's "Fresno County Mental Health Compliance -
12 Contractor Code of Conduct and Ethics", attached as Exhibit D. Within thirty (30) days of entering into the
13 Agreement with the COUNTY, CONTRACTOR shall have all of its employees, agents and subcontractors
14 providing services under this Agreement certify in writing, that he or she has received, read, understood,
15 and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall additionally ensure
16 that within thirty (30) days of hire, all new employees, agents and subcontractors providing services under
17 this Agreement certify in writing that he or she has received, read, understood, and shall abide by the
18 Contractor Code of Conduct and Ethics. CONTRACTOR understands that the promotion of and
19 adherence to the Code of Conduct and Ethics is an element in evaluating the performance of
20 CONTRACTOR and its employees, agents and subcontractors.

21 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
22 employees, agents and subcontractors providing services under this Agreement shall complete general
23 compliance training and appropriate employees, agents and subcontractors shall complete documentation
24 and billing or billing/reimbursement training. All new employees, agents and subcontractors shall attend
25 the appropriate training within thirty (30) days of hire. Each individual who is required to attend training
26 shall certify in writing that he or she has received the required training. The certification shall specify the
27 type of training received and the date received. The certification shall be provided to the COUNTY's
28 Compliance Officer at 3133 N. Millbrook, Fresno, CA 93703. CONTRACTOR agrees to reimburse

COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this Agreement.

30. ASSURANCES

In entering into this Agreement, CONTRACTOR certifies that neither it nor any of its officers are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that it has not been convicted of a criminal offense related to the provision of health care items or services; nor has it been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into this Agreement, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs. COUNTY shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

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

1 suspension, debarment, or ineligibility.

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

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

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

24 1. CONTRACTOR agrees to notify COUNTY immediately during the term of
25 this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each case, is
26 providing professional services under this Agreement is excluded, suspended, debarred or otherwise
27 ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal offense relating
28

1 to the provision of health care services.

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

8 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for
9 information from COUNTY which may be necessary to complete any internal or external audits relating to
10 CONTRACTOR's compliance with the provisions of this Section 29.

11 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty
12 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of
13 CONTRACTOR's obligations as described in this Section 29.

14 **31. AUDITS AND INSPECTIONS**

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

20 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000), CONTRACTOR
21 shall be subject to the examination and audit of the Auditor General for a period of three (3) years after
22 final payment under contract (Government Code Section 8546.7).

23 **32. PROHIBITION ON PUBLICITY**

24 None of the funds, materials, property or services provided directly or indirectly under this
25 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of
26 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
27 publicity of the services described in Section I of this Agreement shall be allowed as necessary to raise
28 public awareness about the availability of such specific services when approved in advance by COUNTY's

1 DSS and DBH Directors, or designees, and at a cost to be provided identified in Exhibit C for such items
2 as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related
3 expense(s).

4 **33. COMPLAINTS**

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

13 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored clients,
14 CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of
15 the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the
16 complaint.

17 **34. NOTICES**

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

20 COUNTY

21 COUNTY OF FRESNO
22 Department of Behavioral Health
3333 N. Millbrook Ave
Fresno, CA 93703

CONTRACTOR

Chief Executive Officer
Golden State Family Services, Inc.
P.O. Box 130
Kingsburg, CA 93631

23 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
24 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
25 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
26 personal service is effective upon service to the recipient. A notice delivered by first-class United States
27 mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid,
28 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one

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

35. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

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

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

A. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;

B. Violation of a Federal or State antitrust statute;

C. Embezzlement, theft, forgery, falsification, or destruction of records; or

D. False statements or receipt of stolen property.

B. Within the three (3) year period preceding the Agreement award, they have had a public transaction (Federal, State, or local) terminated for cause or default.

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

1 and conditions of the award.

2 CONTRACTOR must sign Exhibit N, "Certification Regarding Debarment,
3 Suspension, and Other Responsibility Matters- Primary Covered Transactions," attached hereto and by
4 this reference incorporated herein. Additionally, CONTRACTOR must immediately advise the COUNTY in
5 writing if, during the term of the Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded
6 or ineligible for participation in Federal or State funded programs or from receiving federal funds as listed in
7 the excluded parties list system ([http://www/sam/gov](http://www.sam.gov)): or (2) any of the above listed conditions become
8 applicable to CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the COUNTY harmless
9 for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed
10 in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

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

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

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

23 **37. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

24 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or
25 managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101, 455.104, and
26 455.106(a)(1)(2).

27 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1)(2), the
28 following information must be disclosed by CONTRACTOR by completing Exhibit P, "Disclosure of

Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein.

CONTRACTOR shall submit this form to the COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit P. CONTRACTOR is required to submit a set of fingerprints for any person with a 5 percent or greater direct or indirect ownership interest in CONTRACTOR.

COUNTY may terminate this Agreement where any person with a 5 percent or greater direct or indirect ownership interest in the CONTRACTOR and did not submit timely and accurate information and cooperate with any screening method required in CFR, title 42, section 455.416. Submissions shall be scanned pdf copies and are to be sent via email to DBHAdministration@co.fresno.ca.us attention: Contracts Administration. COUNTY may deny enrollment or terminate this Agreement where any person with a 5 percent or greater direct or indirect ownership interest in CONTRACTOR has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.

38. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

39. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications and understanding of any nature whatsoever unless expressly included in this Agreement.

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

3
4 CONTRACTOR
5 GOLDEN STATE FAMILY
6 SERVICES, INC.

COUNTY OF FRESNO

7 (Authorized Signature)

8 Micki D. Prins

9 Print Name

10 MICKI D. PRINS

11 Chief Executive Officer

12 Erin McCreevy

13 (Authorized Signature)

14 Erin McCreevy

15 Print Name

16 CFO

17 Title (Secretary of Corporation, or
18 Chief Financial Officer/Treasurer, or
19 any Assistant Secretary or
20 Treasurer)

21 Mailing Address
22 P.O. Box 130
23 Kingsburg, CA 93631

24 FOR ACCOUNTING USE ONLY:

25 Fund/Subclass: 0001/10000
26 ORG No.: 5630
27 Account No.: 7295/0
28

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

ATTEST:

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

SUMMARY OF SERVICES

ORGANIZATION: Golden State Family Services, Inc.

ADDRESS: P.O. Box 130 Kingsburg, CA 93631

SERVICE ADDRESS: 4285 N Valentine Ave, Fresno, CA 93722

SERVICES: Therapeutic Foster Care Services

TELEPHONE: 559-241-0955

CONTACT: Mikci Prins, Executive Director

EMAIL: mickip@gsfs.org

CONTRACT PERIOD: July 1, 2018 – June 30, 2023

AMOUNT: \$500,000 (July 1, 2018 – June 30, 2019)
\$500,000 (July 1, 2019 – June 30, 2020)
\$500,000 (July 1, 2020 – June 30, 2021)
\$500,000 (July 1, 2021 – June 30, 2022)
\$500,000 (July 1, 2022 – June 30, 2023)

Therapeutic Foster Care (TFC) is an intensive, individualized, rehabilitative service provided to a child/youth (up to age 21) with intensive or complex emotional and behavioral needs and/or who is being considered for placement in a Short-Term Residential Therapeutic Program (STRTP), a psychiatric hospital or a 24-hour mental health treatment facility, or has experienced three (3) or more placements within the last 24-months due to behavioral health needs. TFC assists a child/youth to achieve treatment plan goals and objectives and helps the child/youth to remain in community settings, thereby avoiding residential, inpatient or institutional care.

Golden State Family Services, Inc. (CONTRACTOR) shall provide Therapeutic Foster Care (TFC) Services including Specialty Mental Health Services in a home based environment to a maximum of 18 TFC Fresno County youth at any given time.

CONTRACTOR recognizes that the COUNTY operates its mental health programs under an agreement with the State Department of Health Care Services (DHCS), and that under said agreement the State imposes certain requirements on COUNTY and its subcontractors. As a subcontractor of COUNTY, CONTRACTOR agrees to provide Specialty Mental Health Services in compliance with COUNTY's Agreement with DHCS.

CONTRACTOR shall adhere to, and be responsible for compliance with, all applicable Federal, State and local laws and regulations. In the event any law, regulation or policy referred to in the Agreement, RFP or this Exhibit A, is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date of such amendment.

TARGET POPULATION

Children and youth considered eligible for TFC must meet all of the following criteria:

1. Have full scope Medi-Cal up to age 21;
2. Have more complex emotional and mental health needs;
3. Are currently placed, or would be placed in a licensed STRTP or a group home licensed at a Rate Classification Level of 10-14, note the latter will be phased out in 2019;
4. Must be California Welfare and Institutions Code (WIC) 300, 601, 602, and/or Adoption Assistance Program (AAP) eligible; and
5. Must be receiving services through Fresno County or be eligible to receive services in Fresno County through presumptive transfer in accordance with Assembly Bill No. 1299.

CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall perform all services and fulfill all requirements identified in COUNTY's Revised RFP. The following are highlights and/or further defined/updated responsibilities.

CONTRACTOR SHALL:

1. Provide a licensed mental health professional (LMPH) to supervise resource parents with a ratio not to exceed 15 TFC children.
2. Provide TFC services in accordance with the "Medi-Cal Manual and the TFC service model;
3. Be accessible 24 hours/day, 7 days per week, and provide a full range of services in the manner outlined in the TFC Service Model including but not limited to: mental health services, case management and crisis intervention;
4. Recruit qualified resource parents, as needed, to provide Therapeutic Foster Care Services;
5. Provide Resource Family Approval (RFA) approved TFC homes for placement of youth from DSS;
6. Ensure TFC parents meet both RFA Program standards and qualifications as a TFC Parent;

7. Provide, a minimum, 40-hours of required training for the TFC parent, prior to the TFC parent providing TFC services. Training can include:
 - a. Completion of progress notes that meet Medi-Cal specialty mental health documentation standards;
 - b. Health Insurance Portability and Accountability Act (HIPAA) requirements;
 - c. In-home evidenced-based, trauma informed rehabilitative treatment strategies;
 - d. Involvement and role in the Child and Family Team (CFT);
 - e. Introduction to individualized mental health treatment of children;
 - f. Access to other medically necessary SMHS;
 - g. Children's developmental stages and age appropriate interventions;
 - h. Working with abused, neglected and/or delinquent children;
 - i. Positive behavioral reinforcement techniques;
 - j. Behavior management techniques;
 - k. Prevention of aggressive behavior and de-escalation techniques;
 - l. Cultural competence and culturally responsive services;
 - m. Understanding and monitoring medications;
 - n. Education advocacy and support for school-related problems;
 - o. Emergency assistance and crisis intervention;
 - p. Targeted life skills;
 - q. Client sensitivity between foster parent, biological parents and foster youth, and
 - r. Parent self-care
8. Maintain Medi-Cal documentation requirements and MHP policies and procedures, in accordance with the contract between DHCS and the MHP;
9. Conduct an annual TFC parent evaluation, to determine any additional training or needs or issues that must be addressed for that person to continue to be successful in his/her role as a TFC parent;
10. Actively participate in the CFT to identify supports for the child/youth and family, including linking the child or youth with a TFC parent who can best meet the child's or youth's individual needs;
11. Provide ongoing supervision and intensive support to the TFC parent;
12. Monitor the child's/youth's progress in meeting client plan goals related to TFC;

13. Maintain documentation (progress notes) related to interventions used by the TFC parent to assist the child/youth in meeting the child's/youth's client plan goals;
14. Provide Medi-Cal-related reports to the MHP or designee, as required;
15. Provide other supports to the TFC parent and child or youth (i.e. parent partner and/or youth mentor);
16. Assess the child's/youth's progress in meeting client plan goals related to the provision of TFC, and communicating progress through the CFT;
17. Maintain a National Provider Identifier (NPI) number.
18. Work collaboratively in an integrated service delivery model within the community, region and state to obtain the outcomes, goals and strategies of the Integrated Core Practice Model.
19. Comply with applicable Federal and State of California laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR parts 160, 162 and 164, the Health Information Technology for Economic and Clinical Health (HITECH) Act regarding the confidentiality and security of patient information; and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.
20. Address demographic make-up and population trends of the target population to identify their cultural and linguistic needs in designing and planning for appropriate services.
21. Work cooperatively and collaboratively with Child Welfare Service (CWS) staff, Child Welfare Mental Health Program staff and all treatment providers, caregivers to achieve the individual and collective treatment goals and support the CWS case plan, communicate/resolve barriers to care, provide continuity and warm-handoffs whenever possible when clients transition from higher-to-lower or lower-to-higher levels of care whether within or outside of Fresno County.
22. Arrange for and complete a mental health assessment, if needed, including clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and use of testing procedures within sixty (60) days of referral.
23. Ensure employees attend Cultural Competency, Compliance, and Billing and Documentation trainings provided by the COUNTY upon hire and annually thereafter or as needed.
24. Meet and maintain all requirements to become a Short-Doyle Medi-Cal organizational provider for Specialty Mental Health Services in the Fresno County Mental Health Plan (MHP).
25. Maintain ongoing responsibility for data and reporting, including the following:

- a. Send applicable information and reports to the following distribution list for COUNTY staff: DSS Financial Analyst, DSS Contract Analyst, DSS Program Manager, DSS Social Work Supervisor and DBH Contract Analyst (actual names and email addresses to be provided at a later date).
 - b. Possess the administrative and fiscal capability to provide and manage the proposed services and ensure a cost-effective service delivery and operational structure with an audit trail that adheres to Generally Accepted Accounting Principles.
26. Cooperate and participate with the COUNTY MHP in Quality Assurance/Improvement and Utilization Review Programs and grievance procedures, and comply with all final determinations rendered by COUNTY's Quality Assurance/Improvement and Utilization Review Programs, unless the decision is reversed on appeal as set forth in the COUNTY MHP Provider Manual, incorporated herein by this reference. COUNTY's adverse decisions regarding CONTRACTOR's services to clients may result in the disallowance of payment for services rendered; or may result in additional controls to the delivery of services; or may result in the termination of this Agreement. COUNTY shall have sole discretion in the determination of Quality Assurance/Improvement and Utilization Review outcomes, decisions and actions.
27. Establish criteria and protocols to insure referral to services are therapeutically appropriate, benefits the client and caregiver, achieves the client's treatment goals and supports the success of the CWS case plan and avoids any potential for perceived or actual conflict of interest or self-referral.
28. Maintain responsibility for any court reports and/or necessary testimony:
 - c. Court Reports - Documented reports of assessment and evaluation findings, progress in treatment, recommendations for treatment and service plans regarding reunification, maintenance and termination of parental rights, and justification for recommendations.
 - d. Court Testimony - On-site court testimony of assessment and evaluation findings, treatment and service plan recommendations regarding reunification, maintenance and termination of parental rights, and justification for recommendations.
29. Obtain signatures, as required, regarding consent:
 - e. Care provider can sign for day trips and other minor miscellaneous items.
 - f. Court Order should suffice for most other items.

COUNTY RESPONSIBILITIES

1. Designate a contact person for CONTRACTOR to communicate with, when necessary.

2. Meet with CONTRACTOR monthly, or as often as needed, to exchange pertinent information, resolve problems, and work collaboratively to coordinate services.
3. Include necessary items in initial referral packets, as agreed upon by both CONTRACTOR and COUNTY. Referral Packets shall include the following:
 - a. A completed referral
 - b. Placement History
 - c. Current court orders - detention minute order (CHDP Medical/Dental)
 - d. Health and Education Passport (HEP)
 - e. Mental Health Assessment (including most recent, if available)
 - f. Team Decision Meeting (TDM)/Staffing notes (if available)
 - g. Individualized Education Program (IEP) (if available/applicable)
 - h. JV220 (if applicable)
 - i. FFA/Group Home Quarterly Report

PERFORMANCE MEASURES

Under the Katie A. Settlement Agreement and Implementation Plan, the DHCS and CDSS are working to adopt statewide use of a data-informed system of performance oversight, accountability, and communication that efficiently monitors, measures, and evaluates access, quality, satisfaction, effectiveness, costs, and outcomes at the individual, program, and system levels.

Performance measurements developed by COUNTY will reflect the information required by DHCS and CDSS. Outcome indicators for this Agreement will continue to be developed in conjunction with CONTRACTOR and State departments. County may adjust the performance and outcome measures periodically throughout the duration of the Agreement, as needed, to best measure the program as determined by COUNTY. The Contractor must utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

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

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

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

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

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

THERAPEUTIC FOSTER CARE SERVICES

Golden State Family Services, Inc.

Fiscal Year 2018/2019

Budget Categories -		FTE %	Total Proposed Budget		
Line Item Description (Must be itemized)			Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	LMHP/LPHA (full time position)	100.00		\$73,800	\$73,800
0002	Program Director	20.00		\$18,768	\$18,768
0003	Family Developer	10.00	\$3,876		\$3,876
0004	Social Worker III	0.60		\$300	\$300
0005	LMHP/LPHA (part time position)	20.00		\$10,080	\$10,080
0006	Title	0.00			\$0
0007	Title	0.00			\$0
0008	Title	0.00			\$0
0009	Title	0.00			\$0
0010	Title	0.00			\$0
0011	Title	0.00			\$0
0012	Title	0.00			\$0
SALARY TOTAL		150.60	\$3,876	\$102,948	\$106,824
PAYROLL TAXES:					
0030	OASDI				\$6,623
0031	FICA/MEDICARE				\$8,172
0032	SUI				\$856
PAYROLL TAX TOTAL			\$0	\$0	\$15,651
EMPLOYEE BENEFITS:					
0040	Retirement (FT staff only)				\$3,870
0041	Workers Compensation (all staff)				\$1,133
0042	Health Insurance (medical, vision, life, dental - FT staff only)				\$479
0043	Paid Time Off & Short Term Incentives (FT staff only)				\$4,837
EMPLOYEE BENEFITS TOTAL			\$0	\$0	\$10,319
SALARY & BENEFITS GRAND TOTAL					\$132,794
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building			-	\$0
1011	Rent/Lease Equipment			-	\$0
1012	Utilities			-	\$0
1013	Building Maintenance			-	\$0
1014	Equipment purchase			-	\$0
FACILITY/EQUIPMENT TOTAL					\$0

OPERATING EXPENSES:

1060	Telephone	\$0
1061	Answering Service	\$0
1062	Postage	\$0
1063	Printing/Reproduction - Flyers & Brochures for Recruitment	\$240
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$0
1076	Other - Resource Parent Reimbursements	\$366,606
1077	Other - Booths & Events for Recruitment	\$360
OPERATING EXPENSES TOTAL		\$367,206

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$0
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$0

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$0

FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

TOTAL PROGRAM EXPENSES	\$500,000
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MEDI-CAL REVENUE:

	# of services	Daily Rate	\$ Amount
3000 TFC Services - 18 clients x 365 days each	6,570	\$76.10	\$500,000
Estimated Medi-Cal Billing Totals	6,570		\$500,000
Estimated % of Federal Financial Participation Reimbursement		50.00%	\$250,000
Estimated % of EPSDT Reimbursement		50.00%	\$250,000
MEDI-CAL REVENUE TOTAL			\$500,000

OTHER REVENUE:

4000 Other - (Identify)		\$0
4100 Other - (Identify)		\$0
OTHER REVENUE TOTAL		\$0
TOTAL PROGRAM REVENUE		\$500,000

Budget Check \$0

THERAPEUTIC FOSTER CARE SERVICES
Golden State Family Services, Inc.
Fiscal Year 2018/2019
BUDGET NARRATIVE - EXPENSES

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001-0043

Personnel Salaries:

Direct Service Staff:

LMHP/LPHA - 1.0 (100%) FTE at mo rate of \$6,150 x 12 mos = \$73,800

Program Director - .2 (20%) FTE at mo rate of \$1,564 x 12 mos = \$18,768

Social Worker III - .006 (.6%) FTE at mo rate of \$25 x 12 mos = \$300

LMHP/LPHA - .2 (20%) FTE (part time emp) at rate of \$280 per mo, per client, with 3 clients = \$840 x 12 mos = \$10,080

Administrative Staff:

Family Developer - .1 (10%) FTE at mo rate of \$323 x 12 = \$3,876

Total Salaries = \$106,824

Payroll Taxes (on total of \$106,824):

OASDI at rate of 6.2% = \$6,623

FICA/Medicare at rate of 7.65% = \$8,172

SUI at rate of 3.4% (up to \$7,000 per emp) = \$856

Total Payroll Taxes = \$15,651

Employee Benefits (for FT staff only, other than WC):

Retirement at employer matching rate of 4% per year = \$3,870

Workers Comp at rate of 1.173% with Exp Mod of 91% = \$1,133

Health Ins; medical, dental, vision, & life 100% employer paid = \$479 (\$367 per 1.0 FTE employee)

Paid vacation, sick leave, holidays & other incentives calculated at the rate of 5% of salaries = \$4,837

Total Employee Benefits: \$10,319

Total Salaries, Taxes & Benefits: \$132,794

Facilities/Equipment Expenses – Line Items 1010-1014

N/A

0

Operating Expenses - Line Items 1060-1077

1063 - Printing/Reproduction - Flyers & Brochures for Recruitment of TFC Resource Parents - At the rate of \$20 per month x 12 months, this totals \$240

1076 - Other - Resource Parent Reimbursements - At the rate of \$55.80 per day (\$1,697 per mo) x 365 days per year x 18 placements, this totals \$366,606

1077 - Other - Booths & Events for Recruitment of TFC Resource Parents - At the rate of \$30 per month x 12 months, this totals \$360

Total Operating Expenses: \$367,206

Financial Services Expenses – Line Items 1080-1085

N/A

0

Special Expenses – Line Items 1090-1092

N/A

0

Fixed Assets – Line Items 1190-1193

N/A

0

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

N/A

0

TOTAL PROGRAM EXPENSE: \$500,000

THERAPEUTIC FOSTER CARE SERVICES

Golden State Family Services, Inc.

Fiscal Year 2019/2020

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 LMHP/LPHA (full time position)	100.00		\$73,800	\$73,800
0002 Program Director	20.00		\$18,768	\$18,768
0003 Family Developer	10.00	\$3,876		\$3,876
0004 Social Worker III	0.60		\$300	\$300
0005 LMHP/LPHA (part time position)	20.00		\$10,080	\$10,080
0006 Title	0.00			\$0
0007 Title	0.00			\$0
0008 Title	0.00			\$0
0009 Title	0.00			\$0
0010 Title	0.00			\$0
0011 Title	0.00			\$0
0012 Title	0.00			\$0
SALARY TOTAL	150.60	\$3,876	\$102,948	\$106,824
PAYROLL TAXES:				
0030 OASDI				\$6,623
0031 FICA/MEDICARE				\$8,172
0032 SUI				\$856
PAYROLL TAX TOTAL		\$0	\$0	\$15,651
EMPLOYEE BENEFITS:				
0040 Retirement (FT staff only)				\$3,870
0041 Workers Compensation (all staff)				\$1,133
0042 Health Insurance (medical, vision, life, dental - FT staff only)				\$479
0043 Paid Time Off & Short Term Incentives (FT staff only)				\$4,837
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$10,319
SALARY & BENEFITS GRAND TOTAL				\$132,794
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building			-	\$0
1011 Rent/Lease Equipment			-	\$0
1012 Utilities			-	\$0
1013 Building Maintenance			-	\$0
1014 Equipment purchase			-	\$0
FACILITY/EQUIPMENT TOTAL				\$0

OPERATING EXPENSES:

1060	Telephone	\$0
1061	Answering Service	\$0
1062	Postage	\$0
1063	Printing/Reproduction - Flyers & Brochures for Recruitment	\$240
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$0
1076	Other - Resource Parent Reimbursements	\$366,606
1077	Other - Booths & Events for Recruitment	\$360
OPERATING EXPENSES TOTAL		\$367,206

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$0
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$0

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$0

FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

TOTAL PROGRAM EXPENSES	\$500,000
------------------------	-----------

MEDI-CAL REVENUE:		# of services	Daily Rate	\$ Amount
3000	TFC Services - 18 clients x 365 days each	6,570	\$76.10	\$500,000
Estimated Medi-Cal Billing Totals		6,570		\$500,000
Estimated % of Federal Financial Participation Reimbursement			50.00%	\$250,000
Estimated % of EPSDT Reimbursement			50.00%	\$250,000
MEDI-CAL REVENUE TOTAL				\$500,000

OTHER REVENUE:

4000	Other - (Identify)		\$0
4100	Other - (Identify)		\$0
OTHER REVENUE TOTAL			\$0
TOTAL PROGRAM REVENUE			\$500,000

Budget Check \$0

THERAPEUTIC FOSTER CARE SERVICES
Golden State Family Services, Inc.
Fiscal Year 2019/2020
BUDGET NARRATIVE - EXPENSES

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001-0043

Personnel Salaries:

Direct Service Staff:

LMHP/LPHA - 1.0 (100%) FTE at mo rate of \$6,150 x 12 mos = \$73,800

Program Director - .2 (20%) FTE at mo rate of \$1,564 x 12 mos = \$18,768

Social Worker III - .006 (.6%) FTE at mo rate of \$25 x 12 mos = \$300

LMHP/LPHA - .2 (20%) FTE (part time emp) at rate of \$280 per mo, per client, with 3 clients = \$840 x 12 mos = \$10,080

Administrative Staff:

Family Developer - .1 (10%) FTE at mo rate of \$323 x 12 = \$3,876

Total Salaries = \$106,824

Payroll Taxes (on total of \$106,824):

OASDI at rate of 6.2% = \$6,623

FICA/Medicare at rate of 7.65% = \$8,172

SUI at rate of 3.4% (up to \$7,000 per emp) = \$856

Total Payroll Taxes = \$15,651

Employee Benefits (for FT staff only, other than WC):

Retirement at employer matching rate of 4% per year = \$3,870

Workers Comp at rate of 1.173% with Exp Mod of 91% = \$1,133

Health Ins; medical, dental, vision, & life 100% employer paid = \$479 (\$367 per 1.0 FTE employee)

Paid vacation, sick leave, holidays & other incentives calculated at the rate of 5% of salaries = \$4,837

Total Employee Benefits: \$10,319

Total Salaries, Taxes & Benefits: \$132,794

Facilities/Equipment Expenses – Line Items 1010-1014

N/A

0

Operating Expenses - Line Items 1060-1077

1063 - Printing/Reproduction - Flyers & Brochures for Recruitment of TFC Resource Parents - At the rate of \$20 per month x 12 months, this totals \$240

1076 - Other - Resource Parent Reimbursements - At the rate of \$55.80 per day (\$1,697 per mo) x 365 days per year x 18 placements, this totals \$366,606

1077 - Other - Booths & Events for Recruitment of TFC Resource Parents - At the rate of \$30 per month x 12 months, this totals \$360

Total Operating Expenses: \$367,206

Financial Services Expenses – Line Items 1080-1085

N/A

0

Special Expenses – Line Items 1090-1092

N/A

0

Fixed Assets – Line Items 1190-1193

N/A

0

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

N/A

0

TOTAL PROGRAM EXPENSE: \$500,000

THERAPEUTIC FOSTER CARE SERVICES

Golden State Family Services, Inc.

Fiscal Year 2020/2021

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 LMHP/LPHA (full time position)	100.00		\$73,800	\$73,800
0002 Program Director	20.00		\$18,768	\$18,768
0003 Family Developer	10.00	\$3,876		\$3,876
0004 Social Worker III	0.60		\$300	\$300
0005 LMHP/LPHA (part time position)	20.00		\$10,080	\$10,080
0006 Title	0.00			\$0
0007 Title	0.00			\$0
0008 Title	0.00			\$0
0009 Title	0.00			\$0
0010 Title	0.00			\$0
0011 Title	0.00			\$0
0012 Title	0.00			\$0
SALARY TOTAL	150.60	\$3,876	\$102,948	\$106,824
PAYROLL TAXES:				
0030 OASDI				\$6,623
0031 FICA/MEDICARE				\$8,172
0032 SUI				\$856
PAYROLL TAX TOTAL		\$0	\$0	\$15,651
EMPLOYEE BENEFITS:				
0040 Retirement (FT staff only)				\$3,870
0041 Workers Compensation (all staff)				\$1,133
0042 Health Insurance (medical, vision, life, dental - FT staff only)				\$479
0043 Paid Time Off & Short Term Incentives (FT staff only)				\$4,837
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$10,319
SALARY & BENEFITS GRAND TOTAL				\$132,794
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building			-	\$0
1011 Rent/Lease Equipment			-	\$0
1012 Utilities			-	\$0
1013 Building Maintenance			-	\$0
1014 Equipment purchase			-	\$0
FACILITY/EQUIPMENT TOTAL				\$0

OPERATING EXPENSES:

1060	Telephone	\$0
1061	Answering Service	\$0
1062	Postage	\$0
1063	Printing/Reproduction - Flyers & Brochures for Recruitment	\$240
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$0
1076	Other - Resource Parent Reimbursements	\$366,606
1077	Other - Booths & Events for Recruitment	\$360
OPERATING EXPENSES TOTAL		\$367,206

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$0
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$0

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$0

FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

TOTAL PROGRAM EXPENSES	\$500,000
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MEDI-CAL REVENUE:		# of services	Daily Rate	\$ Amount
3000	TFC Services - 18 clients x 365 days each	6,570	\$76.10	\$500,000
Estimated Medi-Cal Billing Totals		6,570		\$500,000
Estimated % of Federal Financial Participation Reimbursement			50.00%	\$250,000
Estimated % of EPSDT Reimbursement			50.00%	\$250,000
MEDI-CAL REVENUE TOTAL				\$500,000

OTHER REVENUE:

4000	Other - (Identify)		\$0
4100	Other - (Identify)		\$0
OTHER REVENUE TOTAL			\$0
TOTAL PROGRAM REVENUE			\$500,000

Budget Check \$0

THERAPEUTIC FOSTER CARE SERVICES
Golden State Family Services, Inc.
Fiscal Year 2020/2021
BUDGET NARRATIVE - EXPENSES

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001-0043

Personnel Salaries:

Direct Service Staff:

LMHP/LPHA - 1.0 (100%) FTE at mo rate of \$6,150 x 12 mos = \$73,800

Program Director - .2 (20%) FTE at mo rate of \$1,564 x 12 mos = \$18,768

Social Worker III - .006 (.6%) FTE at mo rate of \$25 x 12 mos = \$300

LMHP/LPHA - .2 (20%) FTE (part time emp) at rate of \$280 per mo, per client, with 3 clients = \$840 x 12 mos = \$10,080

Administrative Staff:

Family Developer - .1 (10%) FTE at mo rate of \$323 x 12 = \$3,876

Total Salaries = \$106,824

Payroll Taxes (on total of \$106,824):

OASDI at rate of 6.2% = \$6,623

FICA/Medicare at rate of 7.65% = \$8,172

SUI at rate of 3.4% (up to \$7,000 per emp) = \$856

Total Payroll Taxes = \$15,651

Employee Benefits (for FT staff only, other than WC):

Retirement at employer matching rate of 4% per year = \$3,870

Workers Comp at rate of 1.173% with Exp Mod of 91% = \$1,133

Health Ins; medical, dental, vision, & life 100% employer paid = \$479 (\$367 per 1.0 FTE employee)

Paid vacation, sick leave, holidays & other incentives calculated at the rate of 5% of salaries = \$4,837

Total Employee Benefits: \$10,319

Total Salaries, Taxes & Benefits: \$132,794

Facilities/Equipment Expenses – Line Items 1010-1014

N/A

0

Operating Expenses - Line Items 1060-1077

1063 - Printing/Reproduction - Flyers & Brochures for Recruitment of TFC Resource Parents - At the rate of \$20 per month x 12 months, this totals \$240

1076 - Other - Resource Parent Reimbursements - At the rate of \$55.80 per day (\$1,697 per mo) x 365 days per year x 18 placements, this totals \$366,606

1077 - Other - Booths & Events for Recruitment of TFC Resource Parents - At the rate of \$30 per month x 12 months, this totals \$360

Total Operating Expenses: \$367,206

Financial Services Expenses – Line Items 1080-1085

N/A

0

Special Expenses – Line Items 1090-1092

N/A

0

Fixed Assets – Line Items 1190-1193

N/A

0

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

N/A

0

TOTAL PROGRAM EXPENSE: \$500,000

THERAPEUTIC FOSTER CARE SERVICES

Golden State Family Services, Inc.

Fiscal Year 2021/2022

Budget Categories -		FTE %	Total Proposed Budget		
Line Item Description (Must be itemized)			Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	LMHP/LPHA (full time position)	100.00		\$73,800	\$73,800
0002	Program Director	20.00		\$18,768	\$18,768
0003	Family Developer	10.00	\$3,876		\$3,876
0004	Social Worker III	0.60		\$300	\$300
0005	LMHP/LPHA (part time position)	20.00		\$10,080	\$10,080
0006	Title	0.00			\$0
0007	Title	0.00			\$0
0008	Title	0.00			\$0
0009	Title	0.00			\$0
0010	Title	0.00			\$0
0011	Title	0.00			\$0
0012	Title	0.00			\$0
SALARY TOTAL		150.60	\$3,876	\$102,948	\$106,824
PAYROLL TAXES:					
0030	OASDI				\$6,623
0031	FICA/MEDICARE				\$8,172
0032	SUI				\$856
PAYROLL TAX TOTAL			\$0	\$0	\$15,651
EMPLOYEE BENEFITS:					
0040	Retirement (FT staff only)				\$3,870
0041	Workers Compensation (all staff)				\$1,133
0042	Health Insurance (medical, vision, life, dental - FT staff only)				\$479
0043	Paid Time Off & Short Term Incentives (FT staff only)				\$4,837
EMPLOYEE BENEFITS TOTAL			\$0	\$0	\$10,319
SALARY & BENEFITS GRAND TOTAL					\$132,794
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building			-	\$0
1011	Rent/Lease Equipment			-	\$0
1012	Utilities			-	\$0
1013	Building Maintenance			-	\$0
1014	Equipment purchase			-	\$0
FACILITY/EQUIPMENT TOTAL					\$0

OPERATING EXPENSES:

1060	Telephone	\$0
1061	Answering Service	\$0
1062	Postage	\$0
1063	Printing/Reproduction - Flyers & Brochures for Recruitment	\$240
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$0
1076	Other - Resource Parent Reimbursements	\$366,606
1077	Other - Booths & Events for Recruitment	\$360
OPERATING EXPENSES TOTAL		\$367,206

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$0
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$0

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$0

FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

TOTAL PROGRAM EXPENSES	\$500,000
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MEDI-CAL REVENUE:		# of services	Daily Rate	\$ Amount
3000	TFC Services - 18 clients x 365 days each	6,570	\$76.10	\$500,000
Estimated Medi-Cal Billing Totals		6,570		\$500,000
Estimated % of Federal Financial Participation Reimbursement			50.00%	\$250,000
Estimated % of EPSDT Reimbursement			50.00%	\$250,000
MEDI-CAL REVENUE TOTAL				\$500,000

OTHER REVENUE:

4000	Other - (Identify)		\$0
4100	Other - (Identify)		\$0
OTHER REVENUE TOTAL			\$0
TOTAL PROGRAM REVENUE			\$500,000

Budget Check \$0

THERAPEUTIC FOSTER CARE SERVICES
Golden State Family Services, Inc.
Fiscal Year 2021/2022
BUDGET NARRATIVE - EXPENSES

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001-0043

Personnel Salaries:

Direct Service Staff:

LMHP/LPHA - 1.0 (100%) FTE at mo rate of \$6,150 x 12 mos = \$73,800

Program Director - .2 (20%) FTE at mo rate of \$1,564 x 12 mos = \$18,768

Social Worker III - .006 (.6%) FTE at mo rate of \$25 x 12 mos = \$300

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Administrative Staff:

Family Developer - .1 (10%) FTE at mo rate of \$323 x 12 = \$3,876

Total Salaries = \$106,824

Payroll Taxes (on total of \$106,824):

OASDI at rate of 6.2% = \$6,623

FICA/Medicare at rate of 7.65% = \$8,172

SUI at rate of 3.4% (up to \$7,000 per emp) = \$856

Total Payroll Taxes = \$15,651

Employee Benefits (for FT staff only, other than WC):

Retirement at employer matching rate of 4% per year = \$3,870

Workers Comp at rate of 1.173% with Exp Mod of 91% = \$1,133

Health Ins; medical, dental, vision, & life 100% employer paid = \$479 (\$367 per 1.0 FTE employee)

Paid vacation, sick leave, holidays & other incentives calculated at the rate of 5% of salaries = \$4,837

Total Employee Benefits: \$10,319

Total Salaries, Taxes & Benefits: \$132,794

Facilities/Equipment Expenses – Line Items 1010-1014

N/A

0

Operating Expenses - Line Items 1060-1077

1063 - Printing/Reproduction - Flyers & Brochures for Recruitment of TFC Resource Parents - At the rate of \$20 per month x 12 months, this totals \$240

1076 - Other - Resource Parent Reimbursements - At the rate of \$55.80 per day (\$1,697 per mo) x 365 days per year x 18 placements, this totals \$366,606

1077 - Other - Booths & Events for Recruitment of TFC Resource Parents - At the rate of \$30 per month x 12 months, this totals \$360

Total Operating Expenses: \$367,206

Financial Services Expenses – Line Items 1080-1085

N/A

0

Special Expenses – Line Items 1090-1092

N/A

0

Fixed Assets – Line Items 1190-1193

N/A

0

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

N/A

0

TOTAL PROGRAM EXPENSE: \$500,000

THERAPEUTIC FOSTER CARE SERVICES

Golden State Family Services, Inc.

Fiscal Year 2022/2023

Budget Categories -		FTE %	Total Proposed Budget		
Line Item Description (Must be itemized)			Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	LMHP/LPHA (full time position)	100.00		\$73,800	\$73,800
0002	Program Director	20.00		\$18,768	\$18,768
0003	Family Developer	10.00	\$3,876		\$3,876
0004	Social Worker III	0.60		\$300	\$300
0005	LMHP/LPHA (part time position)	20.00		\$10,080	\$10,080
0006	Title	0.00			\$0
0007	Title	0.00			\$0
0008	Title	0.00			\$0
0009	Title	0.00			\$0
0010	Title	0.00			\$0
0011	Title	0.00			\$0
0012	Title	0.00			\$0
SALARY TOTAL		150.60	\$3,876	\$102,948	\$106,824
PAYROLL TAXES:					
0030	OASDI				\$6,623
0031	FICA/MEDICARE				\$8,172
0032	SUI				\$856
PAYROLL TAX TOTAL			\$0	\$0	\$15,651
EMPLOYEE BENEFITS:					
0040	Retirement (FT staff only)				\$3,870
0041	Workers Compensation (all staff)				\$1,133
0042	Health Insurance (medical, vision, life, dental - FT staff only)				\$479
0043	Paid Time Off & Short Term Incentives (FT staff only)				\$4,837
EMPLOYEE BENEFITS TOTAL			\$0	\$0	\$10,319
SALARY & BENEFITS GRAND TOTAL					\$132,794
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building			-	\$0
1011	Rent/Lease Equipment			-	\$0
1012	Utilities			-	\$0
1013	Building Maintenance			-	\$0
1014	Equipment purchase			-	\$0
FACILITY/EQUIPMENT TOTAL					\$0

OPERATING EXPENSES:

1060	Telephone	\$0
1061	Answering Service	\$0
1062	Postage	\$0
1063	Printing/Reproduction - Flyers & Brochures for Recruitment	\$240
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$0
1076	Other - Resource Parent Reimbursements	\$366,606
1077	Other - Booths & Events for Recruitment	\$360
OPERATING EXPENSES TOTAL		\$367,206

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$0
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$0

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$0

FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

TOTAL PROGRAM EXPENSES	\$500,000
------------------------	-----------

MEDI-CAL REVENUE:		# of services	Daily Rate	\$ Amount
3000	TFC Services - 18 clients x 365 days each	6,570	\$76.10	\$500,000
Estimated Medi-Cal Billing Totals		6,570		\$500,000
Estimated % of Federal Financial Participation Reimbursement			50.00%	\$250,000
Estimated % of EPSDT Reimbursement			50.00%	\$250,000
MEDI-CAL REVENUE TOTAL				\$500,000

OTHER REVENUE:

4000	Other - (Identify)	\$0
4100	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$0
TOTAL PROGRAM REVENUE		\$500,000

Budget Check \$0

THERAPEUTIC FOSTER CARE SERVICES
Golden State Family Services, Inc.
Fiscal Year 2022/2023
BUDGET NARRATIVE - EXPENSES

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001-0043

Personnel Salaries:

Direct Service Staff:

LMHP/LPHA - 1.0 (100%) FTE at mo rate of \$6,150 x 12 mos = \$73,800

Program Director - .2 (20%) FTE at mo rate of \$1,564 x 12 mos = \$18,768

Social Worker III - .006 (.6%) FTE at mo rate of \$25 x 12 mos = \$300

LMHP/LPHA - .2 (20%) FTE (part time emp) at rate of \$280 per mo, per client, with 3 clients = \$840 x 12 mos = \$10,080

Administrative Staff:

Family Developer - .1 (10%) FTE at mo rate of \$323 x 12 = \$3,876

Total Salaries = \$106,824

Payroll Taxes (on total of \$106,824):

OASDI at rate of 6.2% = \$6,623

FICA/Medicare at rate of 7.65% = \$8,172

SUI at rate of 3.4% (up to \$7,000 per emp) = \$856

Total Payroll Taxes = \$15,651

Employee Benefits (for FT staff only, other than WC):

Retirement at employer matching rate of 4% per year = \$3,870

Workers Comp at rate of 1.173% with Exp Mod of 91% = \$1,133

Health Ins; medical, dental, vision, & life 100% employer paid = \$479 (\$367 per 1.0 FTE employee)

Paid vacation, sick leave, holidays & other incentives calculated at the rate of 5% of salaries = \$4,837

Total Employee Benefits: \$10,319

Total Salaries, Taxes & Benefits: \$132,794

Facilities/Equipment Expenses – Line Items 1010-1014

N/A

0

Operating Expenses - Line Items 1060-1077

1063 - Printing/Reproduction - Flyers & Brochures for Recruitment of TFC Resource Parents - At the rate of \$20 per month x 12 months, this totals \$240

1076 - Other - Resource Parent Reimbursements - At the rate of \$55.80 per day (\$1,697 per mo) x 365 days per year x 18 placements, this totals \$366,606

1077 - Other - Booths & Events for Recruitment of TFC Resource Parents - At the rate of \$30 per month x 12 months, this totals \$360

Total Operating Expenses: \$367,206

Financial Services Expenses – Line Items 1080-1085

N/A

0

Special Expenses – Line Items 1090-1092

N/A

0

Fixed Assets – Line Items 1190-1193

N/A

0

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

N/A

0

TOTAL PROGRAM EXPENSE: \$500,000

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

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program**Contractor Acknowledgment and Agreement**

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Signature : _____ Date : ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT☐ Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/____/____

Documentation Standards For Client Records

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics. All medical records shall be maintained for a minimum of ten (10) years from the date of the end of the Agreement.

A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.
 - Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
 - Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
 - Documentation will describe client's strengths in achieving client plan goals.
 - Special status situations that present a risk to clients or others will be prominently documented and updated as appropriate.
 - Documentations will include medications that have been described by mental health plan physicians, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
 - Client self-report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities will be clearly documented.
 - A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultations reports.
 - For children and adolescents, pre-natal and perinatal events and complete developmental history will be documented.
 - Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
 - A relevant mental status examination will be documented.
 - A DSM-5 diagnosis, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.
2. Timeliness/Frequency Standard for Assessment
 - An assessment will be completed at intake and updated as needed to document changes in the client's condition.
 - Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

B. Client Plans

1. Client plans will:
 - have specific observable and/or specific quantifiable goals

- identify the proposed type(s) of intervention
- have a proposed duration of intervention(s)
- be signed (or electronic equivalent) by:
 - the person providing the service(s), or
 - a person representing a team or program providing services, or
 - a person representing the MHP providing services
 - when the client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
 - a physician
 - a licensed/ "waivered" psychologist
 - a licensed/ "associate" social worker
 - a licensed/ registered/marriage and family therapist or
 - a registered nurse
- In addition,
 - client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.
 - client signature on the plan will be used as the means by which the CONTRACTOR(S) documents the participation of the client
 - when the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
- The CONTRACTOR(S) will give a copy of the client plan to the client on request.

2. Timeliness/Frequency of Client Plan:

- Will be updated at least annually
- The CONTRACTOR(S) will establish standards for timeliness and frequency for the individual elements of the client plan described in Item 1.

C. Progress Notes

1. Items that must be contained in the client record related to the client's progress in treatment include:
 - The client record will provide timely documentation of relevant aspects of client care
 - Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
 - All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
 - All entries will include the date services were provided
 - The record will be legible
 - The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

Progress notes shall be documented at the frequency by type of service indicated below:

- A. Every Service Contact
- Mental Health Services
 - Medication Support Services
 - Crisis Intervention
-

Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the County to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
9. The organizational provider has as head of service a licensed mental health professional of other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
10. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.

- D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
 - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - G. Policies and procedures are in place for dispensing, administering and storing medications.
-
- 11. For organizational providers that provide day treatment intensive or day rehabilitation, the provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Health Care Service's day treatment requirements. The COUNTY shall review the provider's written program description for compliance with the State Department of Health Care Service's day treatment requirements.
 - 12. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three years. The COUNTY may also conduct additional certification reviews when:
 - The provider makes major staffing changes.
 - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
 - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
 - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
 - There is change of ownership or location.
 - There are complaints against the provider.
 - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

Fresno County Mental Health Plan Grievances and Appeals Process

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

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

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

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

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

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

FRESNO COUNTY MENTAL HEALTH PLAN

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

- Incident Report should be sent to:
DBH Program Supervisor

INCIDENT REPORT WORKSHEET

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

1. Background information of the incident:

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

Who was affected? (If other than consumer) _____
List key people involved. (witnesses, visitors, physicians, employees)

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

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

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

Completed by (print name) _____
Completed by (signature) _____ Date completed _____
Reviewed by Supervisor (print name) _____
Supervisor Signature _____ Date _____

**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:

Micki D. Prins
Micki D. PRINS
(Printed Name & Title)
CEO

Date:

7-6-18

Golden State Family
(Name of Agency or
Company) Services, Inc.

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information			
Name of entity Golden State Family Services, Inc.			
Address (provide street)	City	State	Zip code
P.O. Box 130	Kingsburg	CA.	93631
CLIA number	Taxpayer ID number (EIN)	Telephone number	
	068-0387999	(559) 241-6455	

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? | ☐ | ☒ |
| 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? | ☐ | ☒ |
| 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) | ☐ | ☒ |

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

NAME	ADDRESS	EIN

- B. Type of entity: ☐ Sole proprietorship ☐ Partnership ☒ Corporation
☐ Unincorporated Associations ☐ Other (specify) _____
- C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."
- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ☐ ☒ n/a

NAME	ADDRESS	PROVIDER NUMBER

YES NO

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

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Micki Prins	C.E.O.
Signature	Date
Micki Prins	7-6-18

Remarks