

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated February 20, 2024 and is between Public Works Alliance., a California 501(c)(3) non-profit corporation("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County, through its Department of Social Services (DSS), is in need of organizational consultation, technical assistance, and training services in Fresno County for ongoing service and practice enhancement; and

B. Contractor is willing and able to provide organizational consultation and training services needed by County, pursuant to the terms of this Agreement; and

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Summary of Services."

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 Records.

(A) Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by COUNTY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books and account records for services performed under this Agreement for at least five (5) years from date of final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later.

(B) Cost Documentation

1) CONTRACTOR shall submit to COUNTY within ten (10) calendar days following the end of each invoiced period, all fiscal and program reports for that

1 invoiced period. CONTRACTOR shall also furnish to COUNTY such statements,
2 records, data and information as COUNTY may request pertaining to matters
3 covered by this Agreement. In the event that CONTRACTOR fail to provide reports
4 as provided herein, it shall be deemed sufficient cause for COUNTY to withhold
5 payments until compliance is established.

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

13 (C) Service Documentation

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

19 **Article 2**

20 **Reporting**

21 2.1 **Reports.** Contractor shall also furnish to County such statements, records, reports,
22 data, and other information as County may request pertaining to matters covered by this
23 Agreement. In the event that Contractor fails to provide such reports or other information
24 required hereunder, it shall be deemed sufficient cause for County to withhold payments until
25 there is compliance. In addition, Contractor shall provide written notification and explanation to
26 County within five (5) days of any funds received from another source to conduct the same
27 services covered by this Agreement.

28 2.2 **Monitoring.** Contractor agrees to extend to County's staff, County's DSS, or their

1 designees, the right to review and monitor records, programs, or procedures, at any time, in
2 regard to persons served, as well as the overall operation of Contractor's programs, in order to
3 ensure compliance with the terms and conditions of this Agreement.

4 **Article 3**

5 **County's Responsibilities**

6 3.1 The County shall provide oversight and collaborate with Contractor, other County
7 Departments, and community agencies to help achieve program goals and outcomes. County
8 shall participate in evaluating the progress of the overall program, and the efficiency of
9 collaboration with the Contractor staff and will be available to Contractor for ongoing
10 consultation.

11 County shall receive and analyze statistical outcome data from Contractor throughout
12 the term of contract, on a quarterly basis or as County deems necessary. County shall notify the
13 Contractor when additional participation is required. The performance outcome measurement
14 process will not be limited to survey instruments but will also include, as appropriate, persons
15 served, staff surveys, , and other methods of obtaining required information.

16 **Article 4**

17 **Compensation, Invoices, and Payments**

18 4.1 **Total Maximum Compensation.** For actual services provided pursuant to the terms
19 of this Agreement, County agrees to pay Contractor and Contractor agrees to receive
20 compensation in accordance with the Exhibit B, Budget Summary.

21 In no event shall compensation paid for services performed under this Agreement be in
22 excess of Seven Hundred Thousand and No/100 dollars (\$700,000) during the term of this
23 Agreement.

24 It is understood that all expenses incidental to Contractor's performance of services
25 under this Agreement shall be borne by Contractor. If Contractor should fail to comply with any
26 provision of the Agreement, County shall be relieved of its obligation for further compensation.
27 Any compensation which is not expended by Contractor pursuant to the terms and conditions of
28 this Agreement shall automatically revert to County.

1 Contractor acknowledges that County is a local government entity and does so with
2 notice that the County's powers are limited by the California Constitution and by State law, and
3 with notice that Contractor may receive compensation under this Agreement only for services
4 performed according to the terms of this Agreement and while this Agreement is in effect, and
5 subject to the maximum amount payable under this section. Contractor further acknowledges
6 that County's employees have no authority to pay Contractor except as expressly provided in
7 this Agreement.

8 The services provided by the Contractor under this Agreement are funded in whole or in
9 part by the State of California , the United States Federal government, and other collaborative
10 partners. In the event that funding for these services is delayed by the State Controller, the
11 Federal government, or other collaborative partners, County may defer payment to Contractor.
12 The amount of the deferred payment shall not exceed the amount of funding delayed to the
13 County. The period of time of the deferral by County shall not exceed the period of time of the
14 State Controller's or Federal government's delay of payment to County plus forty-five (45) days.

15 4.2 **Invoices.** Contractor shall invoice County's DSS in arrears by the tenth (10th) of
16 invoiced period for expenditures incurred and services rendered in the invoiced period to:
17 DSSInvoices@fresnocountyca.gov with a copy to the assigned County's DSS Staff Analyst. An
18 activity report shall accompany the invoice, reflecting services supported by the invoiced
19 expenditures and be in a form and in such detail as acceptable to the County's DSS.

20 At the discretion of County's DSS Director or designee, if an invoice is incorrect or is
21 otherwise not in proper form or detail, County's DSS Director or designee shall have the right to
22 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5)
23 days prior written notice or email correspondence to Contractor. Contractor agrees to continue
24 to provide services for a period of ninety (90) days after written or email notification of an
25 incorrect or improper invoice. If after the ninety (90) day period the invoice has still not been
26 corrected to County's DSS satisfaction, County or COUNTY's DSS Director or designee may
27 elect to terminate this Agreement, pursuant to the termination provisions stated in Article Seven
28 (7) of this Agreement.

1 4.3 **Payment.** Payments shall be made by County to Contractor in arrears, for services
2 provided during the preceding invoiced period, within forty-five (45) days after the date of
3 receipt, verification, and approval by County. All final invoices shall be submitted by Contractor
4 within sixty (60) days following the final month of service for which payment is claimed. No
5 action shall be taken by County on claims submitted beyond the sixty (60) day closeout period.
6 Any compensation which is not expended by Contractor pursuant to the terms and conditions of
7 this Agreement shall automatically revert to County.

8 4.4 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
9 expenses that are not specified as payable by the County under this Agreement. If Contractor
10 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for
11 further compensation.

12 4.5 **Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
13 limitations, and/or conditions imposed by County or state or federal funding sources that may in
14 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
15 contingent upon sufficient funds being made available by County, state, federal, or other
16 collaborative partner funding sources for the term of the Agreement.

17 In the event that funding for these services is delayed by the State Controller, County
18 may defer payments to Contractor. The amount of the deferred payment shall not exceed the
19 amount of funding delayed by the State Controller to the County. The period of time of the
20 deferral by County shall not exceed the period of time of the State Controller's delay of payment
21 to County plus forty-five (45) days.

22 4.6 **Additional Financial Requirements.** County has the right to monitor the
23 performance of this Agreement to ensure the accuracy of claims for reimbursement and
24 compliance with all applicable laws and regulations.

25 Contractor must comply with the False Claims Act employee training and policy
26 requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States
27 Department of Health and Human Services may specify.

28 Contractor agrees that no part of any federal funds provided under this Agreement shall

1 be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the
2 Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from
3 time to time amended.

4 Federal Financial Participation is not available for any amount furnished to an Excluded
5 individual or entity, or at the direction of a physician during the period of exclusion when the
6 person providing the service knew or had reason to know of the exclusion, or to an individual or
7 entity when the County failed to suspend payments during an investigation of a credible
8 allegation of fraud [42 U.S.C. section 1396b(i)(2)].

9 Contractor must maintain financial records for a minimum period of ten (10) years or until
10 any dispute, audit or inspection is resolved, whichever is later. Contractor will be responsible for
11 any disallowances related to inadequate documentation.

12 **4.7 Contractor Prohibited from Redirection of Contracted Funds.** Contractor may
13 not redirect or transfer funds from one funded program to another funded program under which
14 Contractor provides services pursuant to this Agreement except through a duly executed
15 amendment to this Agreement.

16 Contractor may not charge services delivered to an eligible person served under one
17 funded program to another funded program unless the person served is also eligible for services
18 under the second funded program.

19 **4.8 Financial Audit Report Requirements for Pass-Through Entities.** If County
20 determines that Contractor is a "subrecipient" (also known as a "pass-through entity") as defined
21 in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost
22 principles and administrative requirements including claims for payment or reimbursement by
23 County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor
24 shall observe and comply with all applicable financial audit report requirements and standards.

25 Financial audit reports must contain a separate schedule that identifies all funds included
26 in the audit that are received from or passed through the County. County programs must be
27 identified by Agreement number, Agreement amount, Agreement period, and the amount
28 expended during the fiscal year by funding source.

Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the County's DSS Director, or designees. The County's DSS Director, or designees is responsible for providing the audit report to the County Auditor.

Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

Article 5

Term of Agreement

5.1 **Term.** This Agreement shall be effective upon execution through March 30, 2026 except as provided in Article 7, "Termination and Suspension," below.

Article 6

Notices

6.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Director
County of Fresno, Department of Social Services
205 W. Pontiac Way
Clovis, CA 93612

For the Contractor:

Jeff Metcalfe , President & Chief Operating Officer
Public Works Alliance
801 Cold Springs Road
Santa Barbara, CA 93108

6.2 **Change of Contact Information.** Either party may change the information in section 6.1 by giving notice as provided in section 6.3.

6.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by

an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three (3) County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) 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.

6.4 Claims Presentation. For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

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

6.6 Contractor's Name Change. An amendment, assignment, or new agreement is required to change the name of Contractor as listed on this Agreement. Upon receipt of legal documentation of the name change County will process the agreement. Payment of invoices presented with a new name cannot be paid prior to approval of said agreement.

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1 **Article 7**

2 **Termination and Suspension**

3 7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
6 Contractor, may:

7 (A) Modify the services provided by the Contractor under this Agreement; or

8 (B) Terminate this Agreement.

9 7.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has
11 occurred, the County may give written notice of the breach to the Contractor. The written
12 notice may suspend performance under this Agreement and must provide at least thirty
13 (30) days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the
17 County, the Contractor has:

18 (1) Obtained or used funds illegally or improperly;

19 (2) Failed to comply with any part of this Agreement;

20 (3) Submitted a substantially incorrect or incomplete report to the County; or

21 (4) Improperly performed any of its obligations under this Agreement.

22 (D) In no event shall any payment by the County constitute a waiver by the County of
23 any breach of this Agreement or any default which may then exist on the part of the
24 Contractor. Neither shall such payment impair or prejudice any remedy available to the
25 County with respect to the breach or default.

26 7.3 **Termination without Cause.** In circumstances other than those set forth above, the
27 County may terminate this Agreement by giving at least thirty (30) days advance written notice
28 to the Contractor.

7.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 7 is without penalty to or further obligation of the County.

7.5 County's Rights upon Termination. The County shall have the right to demand of the Contractor the repayment to the County of any funds disbursed to the Contractor under this Agreement, which in the judgment of the County were not expended in accordance with the terms of this Agreement. The Contractor shall promptly refund any such funds upon demand.

Article 8

Independent Contractor

8.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

8.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

8.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

8.4 **Operating Costs.** Contractor shall provide all personnel, supplies, and operating expenses of any kind required for the performance of this Agreement.

8.5 **Additional Responsibilities.** The parties acknowledge that, during the term of this Agreement, the Contractor will be performing hiring, training, and credentialing of staff, and County will be performing additional staff credentialing to ensure compliance with State and Federal regulations.

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

Article 9

Indemnity and Defense

9.1 **Indemnity.** Contractor agrees to indemnify, save, hold harmless, and at County's request, defend the County, its officers, agents, employees, and volunteers from any and all demands, injuries, damages, costs, and expenses (including attorney's fees and costs), damages, fines, penalties, liabilities, claims, and losses of any kind occurring or resulting to County, Contractor, or any third party that arise from or relate to the performance, or failure to perform, by Contractor, its officers, agents, or employees, or subcontractors under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. County may conduct or participate in its own defense without affecting Contractor's obligation to indemnify and hold harmless or defend the County.

9.2 Survival. This Article 9 survives the termination of this Agreement.

Article 10

Insurance

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

1 (A) Commercial General Liability

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

8 (B) Automobile Liability

9 Comprehensive Automobile Liability Insurance with limits of not less than One Million
10 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage
11 should include any auto used in connection with this Agreement, including both owned and
12 non-owned vehicles.

13 (C) Professional Liability

14 If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
15 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than
16 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
17 annual aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full
18 force and effect for a period of three (3) years following the termination of this Agreement,
19 one or more policies of professional liability insurance with limits of coverage as specified
20 herein.

21 (D) Worker's Compensation

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

24 (E) Additional Requirements Relating to Insurance

25 Contractor shall obtain endorsements to the Commercial General Liability insurance
26 naming the County of Fresno, its officers, agents, and employees, individually and
27 collectively, as additional insured, but only insofar as the operations under this
28 Agreement are concerned. Such coverage for additional insured shall apply as primary

1 insurance and any other insurance, or self-insurance, maintained by County, its officers,
2 agents, and employees shall be excess only and not contributing with insurance
3 provided under Contractor's policies herein. This insurance shall not be cancelled or
4 changed without a minimum of thirty (30) days advance written notice given to County.

5 Contractor hereby waives its right to recover from County, its officers, agents, and
6 employees any amounts paid by the policy of worker's compensation insurance required by this
7 Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may
8 be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation
9 under this paragraph is effective whether or not Contractor obtains such an endorsement.

10 Within Thirty (30) days from the date Contractor signs and executes this Agreement,
11 Contractor shall provide certificates of insurance and endorsement as stated above for all of the
12 foregoing policies, as required herein, to the County of Fresno,
13 DSSContractInsurance@fresnocountyca.gov, Attention: Contract Analyst, stating that such
14 insurance coverage have been obtained and are in full force; that the County of Fresno, its
15 officers, agents and employees will not be responsible for any premiums on the policies; that for
16 such worker's compensation insurance the Contractor has waived its right to recover from the
17 County, its officers, agents, and employees any amounts paid under the insurance policy and
18 that waiver does not invalidate the insurance policy; that such Commercial General Liability
19 insurance names the County of Fresno, its officers, agents and employees, individually and
20 collectively, as additional insured, but only insofar as the operations under this Agreement are
21 concerned; that such coverage for additional insured shall apply as primary insurance and any
22 other insurance, or self-insurance, maintained by County, its officers, agents and employees,
23 shall be excess only and not contributing with insurance provided under Contractor's policies
24 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty
25 (30) days advance, written notice given to County.

26 In the event Contractor fails to keep in effect at all times insurance coverage as herein
27 provided, the County may, in addition to other remedies it may have, suspend or terminate this
28 Agreement upon the occurrence of such event.

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

4 **Article 11**

5 **Inspections, Audits, and Public Records**

6 11.1 **Audits and Inspections.** The Contractor shall at any time during business hours,
7 and as often as the County may deem necessary, make available to the County for examination
8 all of its records and data with respect to the matters covered by this Agreement, excluding
9 attorney-client privileged communications. The Contractor shall, upon request by the County,
10 permit the County to audit and inspect all of such records and data necessary to ensure
11 Contractor's compliance with the terms of this Agreement.

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

23 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this
24 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
25 California State Auditor, as provided in Government Code section 8546.7, for a period of three
26 years after final payment under this Agreement. This section survives the termination of this
27 Agreement.

28 11.3 **Confidentiality in Audit Process.** Contractor and County mutually agree to

maintain the confidentiality of Contractor's records and information of persons served, in compliance with all applicable State and Federal statutes and regulations.

Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

Contractor's records shall be maintained as required by DSS on forms furnished by the County. All statistical data or information requested by the County's DSS Director, or designee shall be provided by the Contractor in a complete and timely manner.

11.4 Single Audit Clause. If Contractor expends Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) 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 Standards as set forth in 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 Finance Division 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.

A single audit report is not applicable if Contractor's Federal contracts do not exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) 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 solvency. Said audit

1 report shall be delivered to County's DSS Finance Division for review no later than nine (9)
2 months after the close of the fiscal year in which the funds supplied through this Agreement are
3 expended. Failure to comply with this Act may result in County performing the necessary audit
4 tasks or contracting with a qualified accountant to perform said audit. All audit costs related to
5 this Agreement are the sole responsibility of Contractor who agrees to take corrective action to
6 eliminate any material noncompliance or weakness found as a result of such audit. Audit work
7 performed by County under this paragraph shall be billed to Contractor at County cost, as
8 determined by County's Auditor-Controller/Treasurer-Tax Collector.

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

14 **11.5 Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Contractor may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Contractor may provide to the County may include but is not limited to the following:

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

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

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

28 (D) This Agreement, and any record or data that the Contractor may provide to the

County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920) ("CPRA").

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

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

11.6 Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least ten (10) days' advance written notice

1 to the Contractor before disclosing any record subject to the Contractor's assertion of exemption
2 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
3 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
4 failure to produce any such records, or failure to cooperate with the County with respect to any
5 County demand for any such records.

6 **Article 12**

7 **Compliance**

8 12.1 **Compliance with Applicable Laws and Regulations.** Contractor, its officers,
9 consultants, subcontractors, agents and employees shall comply with all applicable State,
10 Federal and local laws, regulations, and executive orders, as well as Federal policies,
11 procedures, and directives governing projects that utilize State and Federal Funds. This
12 includes laws, rules and regulations that pertain to construction, health and safety, labor, fair
13 employment practices, environmental protection, equal opportunity, fair housing, and all other
14 matters applicable or related to Contractor's services, the Contractor, its subcontractors, and all
15 eligible activities.

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

23 12.2 **Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor
24 acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and
25 Statements) applies to Contractor's actions pertaining to this contract.

26 **Article 13**

27 **Federal and State Laws**

28 13.1 **Child Support Compliance Act.** If this Agreement includes State funding in excess

of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

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

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

13.2 No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

Article 14

Data Security

14.1 Confidentiality and Data Security.

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.

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

(A) Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to County networks via personally owned mobile, wireless or handheld devices, except when authorized by County for telecommuting and then only if virus protection software

1 currency agreements are in place, and if a secure connection is used.

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

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

12 (D) Contractor may not store County's private, confidential or sensitive data on any
13 hard-disk drive.

14 (E) Contractor are responsible to employ strict controls to ensure the integrity and
15 security of County's confidential information and to prevent unauthorized access to data
16 maintained in computer files, program documentation, data processing systems, data
17 files and data processing equipment which stores or processes County data internally
18 and externally.

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

23 (G) Contractor are responsible to immediately notify County of any breaches or
24 potential breaches of security related to County's confidential information, data
25 maintained in computer files, program documentation, data processing systems, data
26 files and data processing equipment which stores or processes County data internally or
27 externally.

28 (H) Contractor shall require its subcontractors to comply with the provisions of this

1 Data Security section.

2 **Article 15**

3 **Publicity Prohibition**

4 15.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly
5 or indirectly under this Agreement shall be used for Contractor's advertising, fundraising, or
6 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
7 promotion.

8 15.2 **Public Information.** CONTRACTOR shall disclose COUNTY as a funding source in
9 all public information and program materials developed in support of contracted services.

10 **Article 16**

11 **Disclosure of Self-Dealing Transactions**

12 16.1 **Applicability.** This Article 21 applies if the Contractor is operating as a corporation
13 or changes its status to operate as a corporation.

14 16.2 **Duty to Disclose.** Members of the Contractor's Board of Directors shall disclose any
15 self-dealing transactions that they are a party to while Contractor is providing goods or
16 performing services under this agreement. A self-dealing transaction shall mean a transaction to
17 which the Contractor is a party and in which one or more of its directors has a material financial
18 interest. Members of the Board of Directors shall disclose any self-dealing transactions that
19 they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form,
20 attached hereto as Exhibit C and incorporated herein by reference, and submitting it to the
21 County prior to commencing with the self-dealing transaction or immediately thereafter.

22 16.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
23 a party and in which one or more of its directors, as an individual, has a material financial
24 interest.

25 ///

26 ///

27 ///

28 ///

1 **Article 17**

2 **Disclosure of Criminal History and Civil Actions**

3 **17.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**
4 **Exclusion-Lower Tier Covered Transactions.**

5 (A) County and Contractor recognize that Contractor is a recipient of Federal
6 assistance funds under the terms of this Agreement. By signing this Agreement,
7 Contractor agrees to comply with applicable Federal suspension and debarment
8 regulations, including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35,
9 and Executive Order 12549. By signing this Agreement, Contractor attests to the best of
10 its knowledge and belief, that it and its principals:

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

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

18 (B) Contractor shall provide immediate written notice to County if at any time during
19 the term of this Agreement Contractor learns that the representations it makes above
20 were erroneous when made or have become erroneous by reason of changed
21 circumstances.

22 (C) Contractor shall include a clause titled "Certification Regarding Debarment,
23 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions"
24 and similar in nature to this Article Seventeen (17) in all lower tier covered transactions
25 and in all solicitations for lower tier covered transactions.

26 (D) Contractor shall, prior to soliciting or purchasing goods and services in excess of
27 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension
28 and debarment status at <https://sam.gov/SAM/>.

(E) The certification in Article Seventeen (17) of this Agreement is a material representation of fact upon which County relied in entering into this Agreement.

Article 18

Cultural and Linguistic Competency

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

Article 19

General Terms

19.1 **Modification.** Any matters of this Agreement may be modified from time to time by the written consent of Contractor and County without, in any way, affecting the remainder.

Contractor agrees that reductions to the maximum compensation set forth in Article Four (4) of this Agreement may be necessitated by a reduction in funding from State or Federal sources. Any such reduction to the maximum compensation may be made with the written approval of County's DSS Director or designee and Contractor. Contractor further understands that this Agreement is subject to any restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term, or funding of this agreement in any manner.

19.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

1 19.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 19.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Contractor consents to California jurisdiction for actions arising from or
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
6 brought and maintained in Fresno County.

7 19.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 19.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 19.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 19.8 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
18 intent.

19 19.9 **Nondiscrimination.** During the performance of this Agreement, CONTRACTOR and
20 its officers, employees, agents and subcontractors shall not unlawfully discriminate in violation
21 of any Federal, State or local law, rule or regulation against any employee or applicant for
22 employment, or recipient of services under this Agreement, because of age, ethnic group
23 identification, sex, gender, gender identity, gender expression, sexual orientation, color, physical
24 disability, mental disability, medical condition, national origin, race, ancestry, genetic
25 information, marital status, religion, religious creed, military status, or veteran status.

26 (A) Domestic Partners and Gender Identity

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

1 (B) Americans with Disabilities Act

2 CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990,
3 which prohibits discrimination on the basis of disability, as well as all applicable
4 regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

5 (C) CONTRACTOR shall include the non-discrimination and compliance provisions
6 of this section in all subcontracts to perform work under this Agreement.

7 19.10 **Clean Air and Water.** In the event the funding under this Agreement exceeds One
8 Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), Contractor shall comply with all
9 applicable standards, orders or requirements issued under the Clean Air Act, as amended, 42
10 U.S. Code 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S. Code 1251 *et*
11 *seq.* Under these laws and regulations, Contractor shall:

12 (A) Assure the County that no facility shall be utilized in the performance of this
13 Agreement that has been listed on the Environmental Protection Agency (EPA) list of
14 Violating Facilities;

15 (B) Notify County prior to execution of this Agreement of the receipt of any
16 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a
17 facility to be utilized in the performance of this Agreement is under consideration to be
18 listed on the EPA list of Violating Facilities;

19 (C) Report each violation of the above laws to County and understand and agree that
20 the County will, in turn, report each violation as required to assure notification to the
21 Federal Emergency Management Agency (FEMA) and the appropriate Environmental
22 Protection Agency Regional Office; and

23 (D) Include these requirements in each subcontract exceeding \$150,000 financed in
24 whole or in part with federal assistance.

25 19.11 **Drug-Free Workplace Requirements.** For purposes of this paragraph, Contractor
26 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is
27 providing the certification that is required by regulations implementing the Drug-Free Workplace
28 Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that

1 they will maintain a drug-free workplace. False certification or violation of the certification shall
2 be grounds for suspension of payments, suspension or termination of grants, or government
3 wide suspension or debarment. Contractor shall also comply with the requirements of the Drug-
4 Free Workplace Act of 1990 (California Government Code section 8350 et seq.).

5 19.12 **Grievances.** Contractor shall establish procedures for handling client complaints
6 and/or grievances. Such procedures will include provisions for informing clients of their rights to
7 a State Hearing to resolve such issues when appropriate.

8 19.13 **Lobbying and Political Activity.** None of the funds provided under this Agreement
9 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat
10 legislation pending in the Congress of the United States of America or the Legislature of the
11 State of California.

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

14 19.14 **State Energy Conservation.** Contractor must comply with the mandatory standard
15 and policies relating to energy efficiency which are contained in the State Energy Conservation
16 Plan issued in compliance with 42 United States (US) Code sections 6321, et. Seq.

17 19.15 **Interpretation of Laws and Regulations.** County reserves the right to make final
18 interpretations or clarifications on issues relating to Federal and State laws and regulations, to
19 ensure compliance.

20 19.16 **Priority Hiring Considerations.** If this Agreement includes State funding and
21 services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in
22 positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions
23 Code Section 11200, in accordance with Public Contract Code Section 10353.

24 19.17 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
25 of the Contractor under this Agreement on any one or more occasions is not a waiver of
26 performance of any continuing or other obligation of the Contractor and does not prohibit
27 enforcement by the County of any obligation on any other occasion.

28 19.18 **Conflict of Interest.** No officer, employee or agent of the County who exercises any

function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the County shall be employed by the Contractor under this Agreement to fulfill any contractual obligations with the County. The Contractor shall 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, employee or agent of the County.

19.19 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

19.20 **Authorized Signature.** The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

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

19.21 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section

1 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
2 Part 2, Title 2.5, beginning with section 1633.1).

3 (D) Each party using a digital signature represents that it has undertaken and
4 satisfied the requirements of Government Code section 16.5, subdivision (a),
5 paragraphs (1) through (5), and agrees that each other party may rely upon that
6 representation.

7 (E) This Agreement is not conditioned upon the parties conducting the transactions
8 under it by electronic means and either party may sign this Agreement with an original
9 handwritten signature.

10 19.22 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
11 original, and all of which together constitute this Agreement.

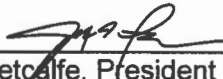
12 19.23 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
13 between the Contractor and the County with respect to the subject matter of this Agreement,
14 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
15 publications, and understandings of any nature unless those things are expressly included in
16 this Agreement. If there is any inconsistency between the terms of this Agreement without its
17 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
18 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
19 exhibits.

20 [SIGNATURE PAGE FOLLOWS]
21
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28

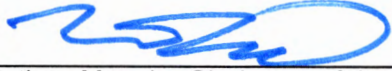
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 **Public Works Alliance**

3 **COUNTY OF FRESNO**

4 
5 Jeff Metcalfe, President & Chief Operating
6 Officer

7 801 Cold Springs Road
8 Santa Barbara, CA 93108

9 
10 Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

11 **Attest:**
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

12 By: 
13 Deputy

14 For accounting use only:

15 Org No.:56107001
16 Account No.:7295
17 Fund No.:0001
18 Subclass No.:10000

19 SB:CJ

Summary of Services

Purpose: Support Fresno County in developing an integrated system of supports and services for children, youth, and families at all levels of engagement with the public child welfare system, including upstream prevention services, intensive evidence-based family services, and tailored services for children in care. The programs of focus in this scope of work are Medi-Cal Managed Care, Specialty Mental Health, and child welfare services including FFPSA. Developed materials and processes will be made available to partner agencies, including but not limited to, the County Welfare Directors Association of California (CWDA), as needed.

Following each section of the summary are primary written deliverables. PWA and SCP will provide ongoing technical assistance and consultation to support the implementation of all plans and recommendations advanced by the County and will detail services provided in quarterly written reports.

Analysis and Planning

Planning and Preparation:

Convene interagency teams to level set on opportunities and priorities and develop a shared vision of systems transformation. Provide presentation, training, and materials as necessary to equalize knowledge and establish consensus.

Medi-Cal/Managed Care:

1. Provide Technical Assistance in support of negotiating memoranda of understanding (MOUs) with managed care plans and all County Partner stakeholders (Social Services/ Public Health/ Behavioral Health/ Probation/ Sheriff) when appropriate.
2. Analyze and plan the optimization of Medi-Cal eligibility and enrollment for children and parents.
3. Assess the pros and cons of fee-for-service and Managed Care delivery systems, including examples of best practices managed care plans deploy in California and elsewhere, and assess feasibility in Fresno County.
4. Conduct a clinical, financial, and administrative opportunity analysis of the benefits available through managed care:
 - a. Enhanced Care Management and Community Supports
 - b. Outpatient therapy, medication management, etc.
2. Develop implementation models and provide technical assistance for maximizing Medi-Cal funding, including by leveraging reforms to non-specialty mental health benefits (e.g., dyadic benefit, family therapy, and enhanced care management) and the specialty mental health delivery system (e.g., changes to the access criteria and expansion of wraparound) to strengthen and integrate the continuum of prevention services.

Primary Deliverables:

1. MCO MOU drafts, analysis, and recommendations

- a. Estimated delivery date: February 2024
- 2. Written analysis and recommendations to optimize Medi-Cal Managed Care
 - a. Estimated delivery date: November 2024

Child Welfare: CPP Implementation, Prevention Funding Streams, and Wraparound:

- 1. Review current CPP, map concurrent initiatives and priorities, identify programmatic and fiscal opportunities and challenges, revise plan as needed.
 - a. Facilitate assessment and decision-making regarding Community Pathway option under FFPSA.
 - i. Support implementation and integration with other existing programs including differential response.
 - ii. Develop financing models and administrative approach.
 - b. Develop strategies – including sustainable fiscal models – for expanding the availability of evidence-based programs (EBPs) that can address identified target candidate populations and community needs and advance short and long-term goals and objectives.
 - c. Support preparation for, and rollout of, the 11 identified CPP services over a three-year period.
- 2. Assess current and potential use of Wraparound
 - a. Determine potential expansion population under new eligibility criteria and benefit design.
 - b. Consolidate analysis of current Wraparound contracts and determine changes necessary to leverage opportunities and optimize utilization.
 - c. Determine potential role of new provider classes and how to integrate into contracted service model.
 - d. Determine necessary changes to administration, including eligibility and enrollment, implementation standards and monitoring, and reimbursement.

Primary Deliverables:

- 1. Written memo on analysis of CPP, recommendations including proposed revisions/additions
 - a. Estimated delivery date: May 2024
- 2. Written memo on Community Pathway: analysis, recommendations, success factors
 - a. Estimated delivery date: May 2024
- 3. Written plan to finance and administer the expansion of EBPs included in the CPP
 - a. Estimated delivery date: August 2024
- 4. Written plan to expand and improve the use of Wraparound

- a. Estimated delivery date: February 2025

Training

1. Support development and implementation of training programs and capacity building strategies for county staff to ensure they have the knowledge and skills necessary to implement the CPP and optimize opportunities under Medi-Cal. Topics will include the following:
 - a. the architecture of Medicaid
 - b. the nexus of Medi-Cal and Child Welfare
 - c. opportunities under CalAIM/CYBHI
 - d. CPP implementation
 - e. Leveraging Education partners architecture
 - f. Leveraging existing and/or building Medicaid billing capacity
2. Support the development of curricula and structures to train and supervise the prevention services workforce.

Primary Deliverables

1. PPT decks and supporting materials.
 - a. Estimated delivery date: August 2024
2. Trainings for key staff delivered remotely and/or in-person.
 - a. Ongoing during the term, as negotiated with DSS

Administration and Compliance

1. Support negotiation and the establishment of collaborative structures with partner agencies, including Behavioral Health, Public Health, and Education.
2. Ensure state and federal CPP compliance, including rules and regulations related to eligibility determination, claiming, evidence-based program model fidelity, payor of last resort implementation, workforce training and support, reporting and outcomes tracking, and the working relationship between the public agency and contractors.
3. Support the development of Continuous Quality Improvement (CQI) systems and outcomes tracking processes, including a system for tracking and reporting on the outcomes required under FFPSA, including prevention expenditures, duration of service delivery, placement status and rates of entry into foster care.

Primary Deliverables

1. Written plan to ensure state and federal CPP compliance
 - a. Estimated delivery date: November 2024
2. Written plan to establish CQI systems and tracking processes
 - a. Estimated delivery date: May 2025

Revenue Maximization

1. Conduct an opportunity Analysis of CMAA vs IV-E claiming.
2. Develop a sustainable individualized strategy for leveraging state and federal funds and maximizing revenue to support the implementation of the CPP and related priorities, including

Wraparound and community-based mental health services.

Primary Deliverables

1. Written plan to maximize federal revenue and sustainably finance CPP implementation and related priorities
 - a. Estimated delivery date: August 2025

Network Capacity Building

1. Drive consensus around referral processes and funding sources that streamline workflows, address key barriers and simplify how families connect to services.
2. Develop an analysis and recommendations on strategies to leverage new provider classes in the system and other opportunities under Cal-AIM
3. Conduct an analysis of current contracts and provider networks to identify areas of alignment, misalignment, and adequacy.
4. Support development of certification criteria for provider participation around desired program models that clarify referral pathways to leverage Medi-Cal, expand evidence-based practices, and help families navigate complex and siloed service systems.
5. Develop a template for performance-based contracts with accountability and transparency around metrics.

Primary Deliverables

1. Written analysis and recommendations for how to leverage new provider classes
 - a. Estimated delivery date: February 2025
2. Templates for performance-based contracts
 - a. Estimated delivery date: November 2025

Quarterly and Final Reports

PWA will deliver any additional analysis and recommendations on an ongoing basis and will detail all activities in quarterly written reports.

At the conclusion of the contract term, PWA will provide a summative report on all activities, accomplishments, and deliverables, and will consolidate all additional recommendations.

Budget Summary

PWA will invoice primarily on a quarterly basis as follows:

<u>Invoice Month</u>	<u>Focus Area</u>	<u>Deliverable</u>	<u>Payment</u>
February, 2024	MCMC	MCO MOU drafts, analysis, and recommendations	\$ 50,000
May, 2024	FFPSA	CPP Analysis and Recommendations	\$ 100,000
	FFPSA	Community Pathway analysis and recommendations	
August, 2024	MCMC	Training materials as detailed in SOW	\$ 75,000
	FFPSA	CPP EBPs expansion plan	
November, 2024	MCMC	Optimizing MCMC - report and recommendations	\$ 75,000
	FFPSA	CPP compliance plan	
February, 2025	BOTH	Wraparound expansion plan	\$ 75,000
	MCMC	New provider class analysis and recommendations	
May, 2025	FFPSA	CPP CQI recommendations	\$ 75,000
	BOTH	Quarterly report on Training & TA provided	
August, 2025	FFPSA	CPP revenue maximization & financial sustainability plan	\$ 75,000
	BOTH	Quarterly report on Training & TA provided	
November, 2025	BOTH	Templates for performance based contracts	\$ 75,000
	BOTH	Quarterly report on Training & TA provided	
February, 2026	BOTH	Final report and recommendations	\$ 100,000
TOTAL			\$ 700,000

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:	