

**AGREEMENT**

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of August, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each provider listed in Exhibit A "Provider list", attached hereto and by this reference incorporated herein and made part of this Agreement, and collectively referred to hereinafter as "CONTRACTORS". Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each individual CONTRACTORS, unless otherwise specified.

**WITNESSETH:**

WHEREAS, CONTRACTORS agreed to operate a Mental Health Services Act (MHSA) funded Children's Full Service Partnership (FSP) program for underserved or unserved high-risk children between the ages of 0-10 years with Serious Emotional Disturbance (SED) and their Families; and

WHEREAS, COUNTY entered into Agreement number 18-366 with Uplift Family Services, Comprehensive Youth Services, Inc. and Exceptional Parents Unlimited, Inc. dated the 10th of July, 2018 and later amended by Agreement number 18-366-1 on the 8<sup>th</sup> of June, 2021. Agreement number 18-366 and Agreement number 18-366-1 shall hereinafter collectively be referred to as Agreement number 18-366.

WHEREAS, Uplift Family Services notified COUNTY that the company was merging with another corporation effective March 1, 2022 and would be changing its legal name to Pacific Clinics as of July 1, 2022; therefore, a new Agreement is being entered into with the new legal name retroactive to July 1, 2022.

WHEREAS, COUNTY and CONTRACTORS have agreed to terminate Agreement 18-366 and supersede with the following Agreement for the final fiscal year of the contract term.

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

**1. Services**

A. CONTRACTORS shall perform all services and fulfill all responsibilities as set forth in Exhibit B "Summary of Services", attached hereto and by this reference incorporated herein and made part of this Agreement.

1           B.       Each CONTRACTOR shall also perform all services and fulfill all responsibilities as  
2 specified in COUNTY's Request for Proposal (RFP) No. 18-037 dated March 19, 2018, Addendum No.  
3 One (1) to COUNTY's RFP No. 18-037 dated April 10, 2018, collectively referred to herein as COUNTY's  
4 Revised RFP, and CONTRACTORS's response to said Revised RFP dated April 20, 2018 all  
5 incorporated herein by reference and made part of this Agreement. In the event of any inconsistency  
6 among these documents, the inconsistency shall be resolved by giving precedence in the following order  
7 of priority: 1) to this Agreement, including Exhibits and excluding the Revised RFP and  
8 CONTRACTORS's Response to RFP; 2) to the Revised RFP; and 3) to CONTRACTORS's Response to  
9 the Revised RFP. A copy of COUNTY's Revised RFP No. 18-037 and CONTRACTORS's response  
10 thereto shall be retained and made available during the term of this Agreement by COUNTY's DBH  
11 Contracts Division. CONTRACTORS agree that all references to Uplift Family Services, Inc. in the above  
12 documents shall refer to Pacific Clinics as of the effective date of this agreement.

13           C.       CONTRACTORS shall perform all services defined in Exhibit B in accordance with  
14 Exhibit D "Guiding Principles of Care Delivery", attached hereto and by this reference incorporated herein  
15 and made part of this Agreement.

16           D.       It is acknowledged by all parties hereto that COUNTY's DBH shall monitor the  
17 services provided by CONTRACTORS, in accordance with Section Fourteen (14) of this Agreement.

18           E.       CONTRACTORS shall participate in periodic workgroup meetings consisting of  
19 staff from COUNTY's DBH to discuss service requirements, data reporting, outcomes measurement,  
20 training, policies and procedures, overall program operations, and any problems or foreseeable problems  
21 that may arise.

22           F.       Changes to any CONTRACTORS corporate information as listed in Exhibit A, or  
23 service sites shall be made upon 30 days advance written notification to COUNTY's DBH Director and  
24 upon written approval from COUNTY's DBH Director or designee.

25           G.       Each CONTRACTOR shall maintain requirements as a COUNTY MHP  
26 organizational provider throughout the term of this Agreement. If, for any reason, this status is not  
27 maintained, COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

28           H.       CONTRACTORS shall perform all FSP services as set forth in Exhibit B in

1 accordance with the Full Service Partnership Service Delivery Model and in alignment with “Medi-Cal  
2 Organization Provider Standards”, as set forth in Exhibit F, attached hereto and by this reference  
3 incorporated herein and made part of this Agreement.

4 I. CONTRACTORS shall provide tracking tools and measurements for effectiveness,  
5 efficiency, and client satisfaction indicators as required by Commission on Accreditation of Rehabilitation  
6 Facilities (CARF) standards and as further detailed in Exhibit O.

7 J. Each CONTRACTOR agrees that, prior to providing services under the terms and  
8 conditions of this Agreement, it shall have appropriate staff hired and in place for program services and  
9 operations, or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate  
10 this Agreement as to Section Three (3) of this Agreement.

11 **2. TERM**

12 This Agreement shall become effective the 1<sup>st</sup> day of July, 2022 and shall terminate on  
13 the 30<sup>th</sup> day of June, 2023.

14 **3. TERMINATION**

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

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

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

26 In no event shall any payment by the COUNTY constitute a waiver by COUNTY of any  
27 breach of this Agreement or any default which may then exist on the part of CONTRACTORS.

28 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to

1 breach or default. COUNTY shall have the right to demand of CONTRACTORS the repayment to  
2 COUNTY of any funds disbursed to CONTRACTORS under this Agreement, which in the judgment of  
3 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTORS  
4 shall promptly refund any such funds upon demand or, at COUNTY's option, such repayment shall be  
5 deducted from future payments owing to CONTRACTORS under this Agreement.

6 C. Without Cause - Under circumstances other than those set forth above, this  
7 Agreement may be terminated by CONTRACTORS or COUNTY or COUNTY's DBH Director, or  
8 designee, upon the giving of thirty (30) days advance written notice of an intention to terminate.

9 **4. COMPENSATION**

10 COUNTY agrees to pay CONTRACTORS and CONTRACTORS agree to receive  
11 compensation in accordance with the budget set forth in Exhibit C "Budget", attached hereto and by  
12 this reference incorporated herein and made part of this Agreement.

13 The maximum amount payable to CONTRACTORS for the period of July 1, 2022  
14 through June 30, 2023 shall not exceed Seven Million Four Hundred Eight Thousand Twenty-Three  
15 and No/100 Dollars (\$7,408,023). It is understood by CONTRACTORS and COUNTY that the  
16 cumulative total of MHSA CSS funds payable under this Agreement to CONTRACTORS shall not  
17 exceed Two Million Ninety-Seven Thousand Three Hundred Fifty-Three and No/100 Dollars  
18 (\$2,097,353.00). It is also understood by CONTRACTORS and COUNTY that CONTRACTORS  
19 estimate to generate a cumulative total of Five Million Three Hundred Ten Thousand Six Hundred  
20 Seventy and No/100 Dollars (\$5,310,670.00) in Medi-Cal Federal FFP for SED services under this  
21 Agreement to offset CONTRACTORS program costs as set forth in Exhibit C.

22 Payment shall be made upon certification or other proof satisfactory to COUNTY's  
23 DBH that services have actually been performed by CONTRACTORS as specified in this Agreement.

24 A. If CONTRACTORS fail to generate the Medi-Cal revenue and/or client fee  
25 reimbursement amounts set forth in Exhibit C, COUNTY shall not be obligated to pay the difference  
26 between these estimated amounts and the actual amounts generated.

27 It is further understood by COUNTY and CONTRACTORS that any Medi-Cal  
28 revenue and/or client fee reimbursements above the amounts stated herein will be used to directly offset

1 the COUNTY's contribution of COUNTY funds identified in Exhibit C. The offset of funds will also be  
2 clearly identified in monthly invoices received from CONTRACTORS as further described in Section Five  
3 (5) of this Agreement.

4 Travel shall be reimbursed based on actual expenditures and mileage  
5 reimbursement shall be at CONTRACTORS' adopted rate per mile, not to exceed the Federal Internal  
6 Revenue Services (IRS) published rate.

7 B. It is understood that all expenses incidental to CONTRACTORS' performance of  
8 services under this Agreement shall be borne by CONTRACTORS. If CONTRACTORS fail to comply  
9 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

10 C. Payments shall be made by COUNTY to CONTRACTORS in arrears for services  
11 provided during the preceding month, within forty-five (45) days after the date of receipt and approval by  
12 COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be made after  
13 receipt and verification of actual expenditures incurred by CONTRACTORS for monthly program costs, as  
14 identified in Exhibit C, in the performance of this Agreement and shall be documented to COUNTY on a  
15 monthly basis by the tenth (10th) of the month following the month of said expenditures. The parties  
16 acknowledge that CONTRACTORS will be performing hiring, training, and credentialing of staff, and  
17 COUNTY will be performing additional staff credentialing to ensure compliance with State and Federal  
18 regulations.

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

22 All final invoices shall be submitted by CONTRACTORS within sixty (60) days  
23 following the final month of service for which payment is claimed. No action shall be taken by COUNTY  
24 on invoices submitted beyond the sixty (60) day closeout period. Any compensation which is not  
25 expended by CONTRACTORS pursuant to the terms and conditions of this Agreement shall  
26 automatically revert to COUNTY.

27 E. The services provided by CONTRACTORS under this Agreement are funded in  
28 whole or in part by the State of California. In the event that funding for these services is delayed by the

1 State Controller, COUNTY may defer payments to CONTRACTORS. The amount of the deferred  
2 payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The  
3 period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's  
4 delay of payment to COUNTY plus forty-five (45) days.

5 F. CONTRACTORS shall be held financially liable for any and all future  
6 disallowances/audit exceptions due to CONTRACTORS deficiency discovered through the State audit  
7 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the  
8 disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be  
9 withheld from subsequent payments to CONTRACTORS. CONTRACTORS shall not receive  
10 reimbursement for any units of services rendered that are disallowed or denied by the Fresno County  
11 Mental Health Plan (Mental Health Plan) utilization review process or through the State Department of  
12 Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients.  
13 Notwithstanding the above, COUNTY must notify CONTRACTORS prior to any State audit process  
14 and/or COUNTY utilization review. To the extent allowable by law, CONTRACTORS shall have the right  
15 to be present during each phase of any State audit process and/or COUNTY utilization review and shall  
16 be provided all documentation related to each phase of any State audit process and/or COUNTY  
17 utilization review. Additionally, prior to any disallowances/audit exceptions becoming final,  
18 CONTRACTORS shall be given at least 10 business days to respond to such proposed  
19 disallowances/audit exceptions.

20 G. It is understood by CONTRACTORS and COUNTY that this Agreement is funded  
21 with mental health funds to serve children/youth with Seriously Emotionally Disturbed (SED) disorders,  
22 many of whom have co-occurring substance use disorders. It is further understood by CONTRACTORS  
23 and COUNTY that funds shall be used to support appropriately integrated and documented treatment  
24 services for co-occurring mental health and substance use disorders.

25 **5. INVOICING**

26 A. CONTRACTORS shall invoice COUNTY electronically in arrears by the  
27 twentieth (20th) of each month for actual services rendered in the previous month, to:

28 [dbhinvoicereview@fresnocountyca.gov](mailto:dbhinvoicereview@fresnocountyca.gov), [dbh-invoices@fresnocountyca.gov](mailto:dbh-invoices@fresnocountyca.gov), and Cc: the assigned

1 DBH Mental Health Contract Analyst. After CONTRACTORS render services to referred clients,  
2 CONTRACTORS will invoice COUNTY for payment, certify the expenditure, and submit electronic  
3 claiming data into COUNTY's electronic information system for all clients, including those eligible for  
4 Medi-Cal as well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual  
5 cost per unit. COUNTY must pay CONTRACTORS before submitting a claim to DHCS for Federal  
6 reimbursement for Medi-Cal eligible clients.

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

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

20 D. CONTRACTORS shall submit to the COUNTY by the twentieth (20th) of each  
21 month a detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit  
22 GL reports and supporting documentation shall be deemed sufficient cause for COUNTY to withhold  
23 payments until there is compliance, as further described in Section Five (5) herein.

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

1 operations.

2 F. CONTRACTORS shall submit monthly staffing reports that identify all direct  
3 service and support staff, applicable licensure/certifications, and full time hours worked to be used as a  
4 tracking tool to determine if CONTRACTORS' program is staffed according to the services provided under  
5 this Agreement.

6 G. CONTRACTORS must maintain financial records for a period of ten (10) years or  
7 until any dispute, audit or inspection is resolved, whichever is later. CONTRACTORS will be responsible  
8 for any disallowances related to inadequate documentation.

9 H. CONTRACTORS are responsible for collecting and managing of data in a manner  
10 to be determined by DHCS and COUNTY's Mental Health Plan in accordance with applicable rules and  
11 regulations. COUNTY's electronic information system is a critical source of information for purposes of  
12 monitoring service volume and obtaining reimbursement.

13 I. CONTRACTORS shall submit service data into COUNTY's electronic information  
14 system, in accordance with COUNTY's DBH documentation standards, to allow COUNTY to bill Medi-Cal,  
15 and any other third-party source, for services and meet State and Federal reporting requirements.

16 J. CONTRACTORS must comply with all laws and regulations governing the Federal  
17 Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section  
18 1395 et seq; and 2) the regulations and rules promulgated by the Federal Centers for Medicare and  
19 Medicaid Services as they relate to participation, coverage and claiming reimbursement.  
20 CONTRACTORS will be responsible for compliance as of the effective date of each Federal, State or  
21 local law or regulation specified.

22 K. If a client has dual coverage, such as other health coverage (OHC) or Federal  
23 Medicare, CONTRACTORS will be responsible for billing the carrier and obtaining a payment/denial or  
24 have validation of claiming with no response ninety (90) days after the claim was mailed before the  
25 service can be entered into COUNTY's electronic information system. CONTRACTORS must report all  
26 third party collections for Medicare, third party, client pay, or private pay in each monthly invoice and in  
27 the annual cost report that is required to be submitted. A copy of explanation of benefits or CMS 1500  
28 form is required as documentation. CONTRACTORS must report all revenue collected from OHC, third-

1 party, client-pay, or private-pay in each monthly invoice and in the cost report that is required to be  
2 submitted. CONTRACTORS shall submit monthly invoices for reimbursement that equal the amount due  
3 CONTRACTORS less any funding sources not eligible for Federal and State reimbursement.  
4 CONTRACTORS must comply with all laws and regulations governing the Federal Medicare program,  
5 including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section 1395 et seq; and  
6 2) the regulation and rules promulgated by the Federal Centers for Medicare and Medicaid Services as  
7 they relate to participation, coverage and claiming reimbursement. CONTRACTORS will be responsible  
8 for compliance as of the effective date of each Federal, State or local law or regulation specified.

9 L. Data entry shall be the responsibility of CONTRACTORS. COUNTY shall monitor  
10 the volume of services and cost of services entered into COUNTY's electronic information system. Any  
11 and all audit exceptions resulting from the provision and reporting of specialty mental health services by  
12 CONTRACTORS shall be the sole responsibility of CONTRACTORS. CONTRACTORS will comply with  
13 all applicable policies, procedures, directives and guidelines regarding the use of COUNTY's electronic  
14 information system.

15 M. Medi-Cal Certification and Mental Health Plan Compliance

16 CONTRACTORS shall comply with any and all requests and directives associated  
17 with COUNTY maintaining State Medi-Cal site certification. CONTRACTORS shall provide specialty  
18 mental health services in accordance with COUNTY's Mental Health Plan. CONTRACTORS must  
19 comply with the "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set forth  
20 in Exhibit G, attached hereto and incorporated herein by reference and made part of this Agreement.  
21 CONTRACTORS shall comply with any and all requests associated with any State and/or Federal  
22 reviews or audits.

23 CONTRACTORS may provide direct specialty mental health services using pre-  
24 licensed staff as long as the individual is approved as a provider by the Mental Health Plan, is  
25 supervised by licensed staff, works within his/her scope, and only delivers allowable direct specialty  
26 mental health services. It is understood that each service is subject to audit for compliance with Federal  
27 and State regulations, and that COUNTY may be making payments in advance of said review. In the  
28 event that a service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set

1 off from other payments due the amount of said disapproved services. CONTRACTORS shall be  
2 responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review  
3 requirements.

4 **6. INDEPENDENT CONTRACTORS**

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

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

25 **7. MODIFICATION**

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

28 Notwithstanding the above, changes to services, staffing, and responsibilities of

1 CONTRACTORS, as needed, to accommodate changes in the laws relating to mental health treatment,  
2 as set forth in Exhibit B, may be made with the signed written approval of COUNTY's DBH Director or  
3 designee and CONTRACTORS through an amendment approved by COUNTY's County Counsel and  
4 the COUNTY's Auditor-Controller's Office.

5 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment,  
6 Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, as set forth  
7 in Exhibit C, that do not exceed 10% of the maximum compensation payable to CONTRACTORS may be  
8 made with the written approval of COUNTY's DBH Director or designee. Changes to the expense  
9 categories in the budget that exceed ten percent (10%) of the maximum compensation payable to  
10 CONTRACTORS, may be made with the signed written approval of COUNTY's DBH Director or designee  
11 through an amendment approved by COUNTY's Counsel and COUNTY's Auditor-Controller's Office.

12 Modifications shall not result in any change to the annual maximum compensation amount  
13 payable to CONTRACTORS, as stated in this Agreement.

14 **8. NON-ASSIGNMENT**

15 Neither party shall assign, transfer or subcontract this Agreement nor their rights or  
16 duties under this Agreement without the prior written consent of the other party.

17 **9. HOLD-HARMLESS**

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

26 **10. INSURANCE**

27 Without limiting COUNTY's right to obtain indemnification from CONTRACTORS or any  
28 third parties, CONTRACTORS, at its sole expense shall maintain in full force and affect the following

1 insurance policies throughout the term of this Agreement:

2 A. Commercial General Liability

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

10 B. Automobile Liability

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

15 C. Real and Property Insurance

16 CONTRACTORS shall maintain a policy of insurance for all risk personal  
17 property coverage which shall be endorsed naming the County of Fresno as an  
18 additional loss payee. The personal property coverage shall be in an amount  
19 that will cover the total of COUNTY purchase and owned property, at a  
20 minimum, as discussed in Section Twenty One (21) of this Agreement.

21 D. All Risk Property Insurance

22 CONTRACTORS will provide property coverage for the full replacement value of  
23 COUNTY'S personal property in possession of CONTRACTORS and/or used in  
24 the execution of this Agreement. COUNTY will be identified on an appropriate  
25 certificate of insurance as the certificate holder and will be named as an  
26 Additional Loss Payee on the Property Insurance Policy.

27 E. Professional Liability

28 Professional Liability Insurance with limits of not less than One Million Dollars  
(\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual  
aggregate. CONTRACTORS agrees that it shall maintain, at its sole expense,  
in full force and effect for a period of three (3) years following the termination of  
this Agreement, one or more policies of professional liability insurance with limits  
of coverage as specified herein.

F. Child Abuse/Molestation and Social Services Coverage

CONTRACTORS shall have either separate policies or an umbrella policy with  
endorsements covering Child Abuse/Molestation and Social Services Liability  
coverage or have a specific endorsement on their General Commercial liability  
policy covering Child Abuse/Molestation and Social Services Liability. The  
policy limits for these policies shall be One Million Dollars (\$1,000,000) per

1 occurrence with a Two Million Dollars (\$2,000,000) annual aggregate. The  
2 policies are to be on a per occurrence basis.

3 G. Worker's Compensation

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

6 H. Cyber Liability

7 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or  
8 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to  
9 duties and obligations undertaken by CONTRACTORS in this agreement and  
10 shall include, but not be limited to, claims involving infringement of intellectual  
11 property, including but not limited to infringement of copyright, trademark, trade  
12 dress, invasion of privacy violations, information theft, damage to or destruction  
13 of electronic information, release of private information, alteration of electronic  
14 information, extortion and network security. The policy shall provide coverage  
15 for breach response costs as well as regulatory fines and penalties as well as  
16 credit monitoring expenses with limits sufficient to respond to these obligations.

17 I. Additional Requirements Relating to Insurance

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

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

CONTRACTORS hereby waives its right to recover from COUNTY, its officers, agents,  
and employees any amounts paid by the policy of worker's compensation insurance required by this

1 Agreement. CONTRACTORS is solely responsible to obtain any endorsement to such policy that may  
2 be necessary to accomplish such waiver of subrogation, but CONTRACTORS's waiver of subrogation  
3 under this paragraph is effective whether or not CONTRACTORS obtains such an endorsement.

4           Within Thirty (30) days from the date CONTRACTORS sign this Agreement,  
5 CONTRACTORS shall provide certificates of insurance and endorsement as stated above for all of the  
6 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133  
7 N. Millbrook Ave., Fresno, California 93703), Attention: Contracted Services Division or electronically to  
8 [dbhcontractedservicesdivision@fresnocountyca.gov](mailto:dbhcontractedservicesdivision@fresnocountyca.gov) with a copy to the assigned COUNTY's DBH Staff  
9 Analyst, stating that such insurance coverage have been obtained and are in full force; that the County of  
10 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that  
11 such Commercial General Liability insurance names the County of Fresno, its officers, agents and  
12 employees, individually and collectively, as additional insured, but only insofar as the operations under  
13 this Agreement are concerned; that such coverage for additional insured shall apply as primary  
14 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and  
15 employees, shall be excess only and not contributing with insurance provided under CONTRACTORS's  
16 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)  
17 days advance, written notice given to COUNTY.

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

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

24           **11. LICENSES/CERTIFICATES**

25           Throughout each term of this Agreement, CONTRACTORS and CONTRACTORS' staff  
26 shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions  
27 necessary for the provision of the services hereunder and required by the laws and regulations of the  
28 United States of America, State of California, the County of Fresno, and any other applicable

1 governmental agencies. CONTRACTORS shall notify COUNTY immediately in writing of its inability  
2 to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions  
3 irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTORS and  
4 CONTRACTORS's staff shall comply with all applicable laws, rules or regulations, as may now exist  
5 or be hereafter changed.

6 **12. RECORDS**

7 CONTRACTORS shall maintain records in accordance with Exhibit H, "Documentation  
8 Standards for Client Records", attached hereto and by this reference incorporated herein and made part  
9 of this Agreement. COUNTY shall be allowed to review all records of services provided, including the  
10 goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and  
11 objectives. All mental health records shall be considered the property of the COUNTY and shall be  
12 retained by the COUNTY upon termination or expiration of this Agreement.

13 **13. REPORTS**

14 A. Outcome Reports

15 CONTRACTORS shall submit to COUNTY's DBH service outcome reports as  
16 reasonably requested by COUNTY's DBH. Outcome reports and outcome requirements are subject to  
17 change at COUNTY's DBH discretion.

18 B. Additional Reports

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

26 C. Cost Report

27 CONTRACTORS shall provide financial data to identify all direct and indirect costs  
28 incurred by CONTRACTORS for all services delivered under this Agreement. All Cost Reports must be

1 prepared in accordance with Generally Accepted Accounting Principles (GAAP) and Welfare and  
2 Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and 5718(c). Unallowable costs such as lobbying or  
3 political donations must be deducted on the cost report and monthly invoice reimbursements.

4 D. Settlements with State Department of Health Care Services (DHCS)

5 During the term of this Agreement and thereafter, COUNTY and CONTRACTORS  
6 agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings  
7 related to the reimbursement provided under this Agreement. CONTRACTORS will participate in the  
8 several phases of settlements between COUNTY/CONTRACTORS and DHCS. The phases of initial cost  
9 reporting for settlement according to State reconciliation of records for paid Medi-Cal services and audit  
10 settlement are: State DHCS audit 1) initial cost reporting – after an internal review by COUNTY, the  
11 COUNTY files the cost report with State DHCS on behalf of CONTRACTORS's legal entity for the fiscal  
12 year; 2) Settlement – State reconciliation of records for paid Medi-Cal services, approximately 18 to 36  
13 months following the State close of the fiscal year, DHCS will send notice for any settlement under this  
14 provision to COUNTY; and 3) Audit Settlement-State DHCS audit. After final reconciliation and  
15 settlement DHCS may conduct a review of medical records, cost report along with support documents  
16 submitted to COUNTY in initial submission to determine accuracy and may disallow costs and/or units of  
17 services. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement  
18 with CONTRACTORS until resolution of the appeal. DHCS Audits will follow Federal Medicaid  
19 procedures for managing overpayments. If at the end of the Audit Settlement, COUNTY determines that  
20 it overpaid CONTRACTORS, it will require CONTRACTORS to repay the Medi-Cal related overpayment  
21 back to COUNTY.

22 Funds owed to COUNTY will be due within forty-five (45) days of notification by COUNTY,  
23 or COUNTY shall withhold future payments until all excess funds have been recouped by means of an  
24 offset against any payments then or thereafter owing to COUNTY under this or any other Agreement  
25 between the COUNTY and CONTRACTORS.

26 **14. MONITORING**

27 CONTRACTORS agree to extend to COUNTY's staff, COUNTY's DBH Director, and the  
28 State Department of Health Care Services or their designees, the right to review and monitor records,

1 services, or procedures, at any time, in regard to clients, as well as the overall operation of  
2 CONTRACTORS's performance, in order to ensure compliance with the terms and conditions of this  
3 Agreement.

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

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

8 **16. COMPLIANCE WITH STATE REQUIREMENTS**

9 CONTRACTORS recognize that COUNTY operates its mental health programs under an  
10 agreement with the State of California Department Health Care Services, and that under said agreement  
11 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTORS shall  
12 adhere to all State requirements, including those identified in Exhibit I, "State Mental Health  
13 Requirements", attached hereto and by this reference incorporated herein and made part of this  
14 Agreement. CONTRACTORS shall also file an incident report for all incidents involving clients, following  
15 the Protocol and using the Worksheet identified in Exhibit J, "Incident Reporting", attached hereto and by  
16 this reference incorporated herein and made part of this Agreement, or a protocol and worksheet  
17 presented by CONTRACTORS that is accepted by COUNTY's DBH Director or designee.

18 **17. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS**

19 CONTRACTORS shall perform all services as set forth in Exhibit B in alignment with  
20 "Medi-Cal Organizational Provider Standards", as set forth in Exhibit F, attached hereto and by this  
21 reference incorporated herein and made part of this Agreement.

22 CONTRACTORS shall inform every client of their rights under the COUNTY's Mental  
23 Health Plan as described in Exhibit K, "Fresno County Mental Health Plan", attached hereto and by this  
24 reference incorporated herein and made part of this Agreement.

25 **18. CONFIDENTIALITY**

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

1           **19.    HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

2           COUNTY and CONTRACTORS each consider and represent themselves as covered  
3 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law  
4 104-191 (HIPAA) and agree that any use and disclosure of Protected Health Information (PHI) shall  
5 be in compliance with applicable law.

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

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

13           To the extent applicable, CONTRACTORS and COUNTY agree to comply with the  
14 HIPAA Regulations, including those set forth in as set forth in, but not limited to, Title 45, Sections  
15 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations.

16           **20.    DATA SECURITY**

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

23           A.    CONTRACTORS-Owned Mobile, Wireless, or Handheld Devices

24           CONTRACTORS may not connect to COUNTY networks via personally-owned  
25 mobile, wireless or handheld devices, unless the following conditions are met:

- 26                   1)    CONTRACTORS has received authorization by COUNTY for  
27 telecommuting purposes;
- 28                   2)    Current virus protection software is in place;

1                   3)        Mobile device has the remote wipe feature enabled; and

2                   A secure connection is used

3                   B.        CONTRACTORS-Owned Computers or Computer Peripherals

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

10                  C.        COUNTY-Owned Computer Equipment

11                  CONTRACTORS may not use COUNTY computers or computer peripherals on  
12 non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer, or  
13 designee(s).

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

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

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

23                  G.        CONTRACTORS shall be responsible to immediately notify COUNTY of any  
24 breaches or potential breaches of security related to COUNTY's confidential information, data  
25 maintained in computer files, program documentation, data processing systems, data files and data  
26 processing equipment which stores or processes COUNTY data internally or externally.

27                  H.        COUNTY shall provide oversight to CONTRACTORS's response to all incidents  
28 arising from an actual breach of security related to COUNTY's confidential client information provided

1 to CONTRACTORS; however, CONTRACTORS will be responsible to issue any notification to  
2 affected individuals to the extent required by law. CONTRACTORS will be responsible for all actual  
3 costs incurred as a result of providing said required notification to the extent that the breach was  
4 caused by CONTRACTORS's failure to adhere to the privacy, confidentiality, or data security  
5 provisions set forth herein.

6 **21. PROPERTY OF COUNTY**

7 A. COUNTY and CONTRACTORS recognize that fixed assets are tangible and  
8 intangible property obtained or controlled under COUNTY's Mental Health Plan for use in operational  
9 capacity and will benefit COUNTY for a period more than one year. Depreciation of the qualified items  
10 will be on a straight-line basis.

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

- 12 1. Have life span of over one year;
- 13 2. Is not a repair part; and
- 14 3. Must be valued at or greater than the capitalization thresholds for the asset

15 type.

16 <u>Asset Type</u>	17 <u>Threshold</u>
18 • Land	\$0
19 • Buildings and improvements	\$100,000
20 • Infrastructure	\$100,000
21 • Tangible	\$5,000
○ Equipment	
○ Vehicles	
22 • Intangible	\$100,000
○ Internally generated software	
○ Purchased software	
23      ○ Easements	
○ Patents	
24 • Capital lease	\$5,000

25  
26 Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is  
27 approved and identified as an asset, it will be tagged with a COUNTY program number. A Fixed Asset  
28 Log, attached hereto as Exhibit P and by this reference incorporated herein and made part of this  
Agreement, will be maintained by COUNTY's Asset Management System and annually inventoried until

1 the asset is fully depreciated. During the terms of this Agreement, CONTRACTORS's fixed assets may  
2 be inventoried in comparison to COUNTY's DBH Asset Inventory System.

3 B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but  
4 more than \$1,000, with over one year life span, and are mobile and high risk of theft or loss are sensitive  
5 assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other  
6 sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTORS will maintain a  
7 tracking system on the items and are not required to be capitalize or depreciated. The items are subject  
8 to annual inventory for compliance.

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

16 CONTRACTORS further agrees to the following:

17 1. Maintain all items of equipment in good working order and condition,  
18 normal wear and tear is expected;

19 2. Label all items of equipment with COUNTY assigned program number,  
20 perform periodic inventories as required by COUNTY, and maintain an inventory list showing where and  
21 how the equipment is being used, in accordance with procedures developed by COUNTY. All such lists  
22 shall be submitted to COUNTY within ten (10) days of any request therefore; and

23 3. Report in writing to COUNTY immediately after discovery, the loss or theft  
24 of any items of equipment. For stolen items, the local law enforcement agency must be contacted and a  
25 copy of the police report submitted to COUNTY.

26 D. The purchase of any equipment by CONTRACTORS with funds provided  
27 hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this  
28 Agreement as appropriate, and must be directly related to CONTRACTORSS services or activities under

1 the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from  
2 equipment purchased, which are incurred by CONTRACTORS, if prior written approval has not been  
3 obtained from COUNTY.

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

14 **22. NON-DISCRIMINATION**

15 During the performance of this Agreement, CONTRACTORS shall not unlawfully  
16 discriminate against any employee or applicant for employment, or recipient of services, because of  
17 ethnic group identification, gender, gender identity, gender expression, sexual orientation, color,  
18 physical disability, mental disability, medical condition, national origin, race, ancestry, marital status,  
19 religion or religious creed, pursuant to all applicable State of California and Federal statutes and  
20 regulations.

21 **23. CULTURAL COMPETENCY**

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

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

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

6           C.       CONTRACTORS shall not use minors as interpreters.

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

19           E.       In compliance with the State mandated Culturally and Linguistically Appropriate  
20 standards as published by the Office of Minority Health, CONTRACTORS must submit to COUNTY for  
21 approval, within sixty (60) days from date of execution of this Agreement, CONTRACTORS' plan to  
22 address all national cultural competency standards as set forth in Exhibit E "National Standards on  
23 Culturally and Linguistically Appropriate Services (CLAS)", attached hereto and incorporated herein by  
24 reference and made part of this Agreement. COUNTY's annual on-site review of CONTRACTORS shall  
25 include collection of documentation to ensure all national standards are implemented. As the national  
26 competency standards are updated, CONTRACTORS' cultural competency plan must be updated  
27 accordingly. Cultural competency training for CONTRACTORS' staff should be substantively integrated  
28 into health professions education and training at all levels, both academic and functional, including core

1 curriculum, professional licensure, and continuing professional development programs.

2 CONTRACTORS, on a monthly basis, shall provide COUNTY's DBH a monthly monitoring tool/report that  
3 shows all CONTRACTORS' staff completed cultural competency trainings.

4 **24. AMERICANS WITH DISABILITIES ACT**

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

13 **25. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

14 To the extent necessary to prevent disallowance of reimbursement under section  
15 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)(I)), until the expiration of four (4)  
16 years after the furnishing of services under this Agreement, CONTRACTORS shall make available, upon  
17 written request to the Secretary of the United States Department of Health and Human Services, or upon  
18 request to the Comptroller General of the United States General Accounting Office, or any of their duly  
19 authorized representatives, a copy of this Agreement and such books, documents, and records as are  
20 necessary to certify the nature and extent of the costs of these services provided by CONTRACTORS  
21 under this Agreement. CONTRACTORS further agree that in the event CONTRACTORS carry out any of  
22 its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100  
23 Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such  
24 Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing  
25 of such services pursuant to such subcontract, the related organizations shall make available, upon  
26 written request to the Secretary of the United States Department of Health and Human Services, or upon  
27 request to the Comptroller General of the United States General Accounting Office, or any of their duly  
28 authorized representatives, a copy of such subcontract and such books, documents, and records of such

1 organization as are necessary to verify the nature and extent of such costs.

2 **26. SINGLE AUDIT CLAUSE**

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

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

1 Controller/Treasurer-Tax Collector.

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

7 **27. COMPLIANCE**

8 CONTRACTORS agree to comply with COUNTY's Contractor Code of Conduct and  
9 Ethics and the COUNTY's Compliance Program in accordance with Exhibit G. Within thirty (30) days of  
10 entering into this Agreement with COUNTY, CONTRACTORS shall have all of CONTRACTORS'  
11 employees, agents, and subcontractors providing services under this Agreement certify in writing, that he  
12 or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics.  
13 CONTRACTORS shall ensure that within thirty (30) days of hire, all new employees, agents, and  
14 subcontractors providing services under this Agreement shall certify in writing that he or she has received,  
15 read, understood, and shall abide by the Contractors Code of Conduct and Ethics. CONTRACTORS  
16 understand that the promotion of and adherence to the Contractors Code of Conduct is an element in  
17 evaluating the performance of CONTRACTORS and its employees, agents and subcontractors.

18 Within thirty (30) days of entering into this Agreement, and annually thereafter, all  
19 employees, agents, and subcontractors providing services under this Agreement shall complete general  
20 compliance training and appropriate employees, agents, and subcontractors shall complete  
21 documentation and billing or billing/reimbursement training. All new employees, agents, and  
22 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is  
23 required to attend training shall certify in writing that he or she has received the required training. The  
24 certification shall specify the type of training received and the date received. The certification shall be  
25 provided to COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California 93703.  
26 CONTRACTORS agree to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY  
27 by the Federal Government as a result of CONTRACTORS' violation of the terms of this Agreement.

28 **28. ASSURANCES**

1           In entering into this Agreement, CONTRACTORS certify that neither they, nor any of their  
2 officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal  
3 Health Care Programs; that neither they, nor any of their officers, have been convicted of a criminal  
4 offense related to the provision of health care items or services; nor have they, nor any of their officers,  
5 been reinstated to participate in the Federal Health Care Programs after a period of exclusion,  
6 suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that  
7 CONTRACTORS are ineligible on these grounds, COUNTY will remove CONTRACTORS from  
8 responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care  
9 Programs and shall remove such CONTRACTORS from any position in which CONTRACTORS'  
10 compensation, or the items or services rendered, ordered or prescribed by CONTRACTORS may be paid  
11 in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds  
12 at least until such time as CONTRACTORS is reinstated into participation in the Federal Health Care  
13 Programs.

14           A.       If COUNTY has notice that either CONTRACTORS, or its officers, have been  
15 charged with a criminal offense related to any Federal Health Care Program, or are proposed for  
16 exclusion during the term of any contract, CONTRACTORS and COUNTY shall take all appropriate  
17 actions to ensure the accuracy of any claims submitted to any Federal Health Care Program. At its  
18 discretion, given such circumstances, COUNTY may request that CONTRACTORS cease providing  
19 services until resolution of the charges or the proposed exclusion.

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

27           1.       In the event the potential employee or subcontractor informs  
28 CONTRACTORS that he or she is excluded, suspended, debarred, or otherwise ineligible, or has been

1 convicted of a criminal offense relating to the provision of health care services, and CONTRACTORS  
2 hires or engages such potential employee or subcontractors, CONTRACTORS will ensure that said  
3 employee or subcontractors does no work, either directly or indirectly relating to services provided to  
4 COUNTY.

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

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

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

27                   2.       Notwithstanding the above, COUNTY, at its discretion, may terminate this  
28 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as

1 defined by COUNTY) that no excluded, suspended, or otherwise ineligible employee or subcontractors of  
2 CONTRACTORS will perform work, either directly or indirectly, relating to services provided to COUNTY.  
3 Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY  
4 to protect the interests of COUNTY consumers.

5 D. CONTRACTORS agree to cooperate fully with any reasonable requests for  
6 information from COUNTY which may be necessary to complete any internal or external audits relating to  
7 CONTRACTORS' compliance with the provisions of this Section.

8 E. CONTRACTORS agree to reimburse COUNTY for the entire cost of any penalty  
9 imposed upon COUNTY by the Federal Government as a result of CONTRACTORS' violation of  
10 CONTRACTORS's obligations as described in this Section.

11 **29. PUBLICITY PROHIBITION**

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

20 **30. COMPLAINTS**

21 CONTRACTORS shall log complaints and the disposition of all complaints from a client or  
22 a client's family. CONTRACTORS shall provide a copy of the detailed complaint log entries concerning  
23 COUNTY-sponsored clients to COUNTY at monthly intervals by the tenth (10<sup>th</sup>) day of the following month,  
24 in a format that is mutually agreed upon. In addition, CONTRACTORS shall provide details and attach  
25 documentation of each complaint with the log. CONTRACTORS shall post signs informing clients of their  
26 right to file a complaint or grievance. CONTRACTORS shall notify COUNTY of all incidents reportable to  
27 State licensing bodies that affect COUNTY clients within twenty-four (24) hours of receipt of a complaint.

28 Within ten (10) days after each incident or complaint affecting COUNTY clients,

1 CONTRACTORS shall provide COUNTY with information relevant to the complaint, investigative details  
2 of the complaint, the complaint and CONTRACTORS disposition of, or corrective action taken to resolve  
3 the complaint. In addition, CONTRACTORS shall inform every client of their rights as set forth in Exhibit  
4 K. CONTRACTORS shall file an incident report for all incidents involving clients, following the protocol  
5 and using the worksheet identified in Exhibit J.

6 **31. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

7 This provision is only applicable if CONTRACTORS are disclosing entities, fiscal agent,  
8 or managed care entities as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101,  
9 455.104, and 455.106(a)(1),(2).

10 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and  
11 455.106(a)(1),(2), the following information must be disclosed by CONTRACTORS by completing  
12 Exhibit L, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this  
13 reference incorporated herein. CONTRACTORS shall submit this form to DBH within thirty (30) days  
14 of the effective date of this Agreement. Additionally, CONTRACTORS shall report any changes to  
15 this information within thirty-five (35) days of occurrence by completing Exhibit L, "Disclosure of  
16 Ownership and Control Interest Statement." Submissions shall be scanned pdf copies and are to be  
17 sent via email to [DBHContractedServicesDivision@fresnocountyca.gov](mailto:DBHContractedServicesDivision@fresnocountyca.gov) attention: Contracts  
18 Administration:

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

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

23 2) Date of birth and Social Security Number for individuals

24 3) Tax identification number for other corporations or entities with  
25 ownership or controlling interest in the disclosing entity

26 B. Any subcontractors in which the disclosing entity has five (5) percent or more  
27 interest

28 C. Whether the person(s) with an ownership or controlling interest of the disclosing

1 entity is related to another person having ownership or controlling interest as a parent, spouse, sibling  
2 or child. Including whether the person(s) with ownership or controlling interest of the disclosing entity  
3 is related to a person (parent, spouse, sibling or child) with ownership or has five (5) percent or more  
4 interest in any of its subcontractors

5 D. Name of any other disclosing entity in which an owner of the disclosing entity  
6 has an ownership or control interest

7 E. The ownership of any subcontractors with whom the provider has had business  
8 transactions totaling more than \$25,000 during the 12-month period ending on the date of the request;  
9 and

10 F. Any significant business transactions between the provider and any wholly  
11 owned supplier, or between the provider and any subcontractors, during the 5-year period ending on  
12 the date of the request.

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

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

18 H. The ownership of any subcontractors with whom the provider has had business  
19 transactions totaling more than \$25,000 during the 12-month period ending on the date of the request;  
20 and

21 Any significant business transactions between the provider and any wholly owned  
22 supplier, or between the provider and any subcontractors, during the 5-year period ending on the date  
23 of the request.

24 **32. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

25 CONTRACTORS are required to disclose if any of the following conditions apply to them,  
26 their owners, officers, corporate managers, and partners (hereinafter collectively referred to in this Section  
27 as "CONTRACTORS"):

28 A. Within the three-year period preceding the Agreement award, they have been

1 convicted of, or had a civil judgment rendered against them for:

- 2 1. Fraud or a criminal offense in connection with obtaining, attempting to  
3 obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- 4 2. Violation of a federal or state antitrust statute;
- 5 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of  
6 records; or
- 7 4. False statements or receipt of stolen property.

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

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

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

27 **33. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

28 This provision is only applicable if CONTRACTORS are operating as a corporation (a for-

1 profit or non-profit corporation) or if during the term of this Agreement, CONTRACTORS change their  
2 status to operate as a corporation.

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

11           **34.   AUDITS AND INSPECTIONS**

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

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

20           **35.   NOTICES**

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

23           COUNTY

24           Director, Fresno County  
25           Department of Behavioral Health  
26           1925 E. Dakota Avenue  
27           Fresno, CA 93726

CONTRACTORS

                  See Exhibit A

27           All notices between COUNTY and CONTRACTORS provided for or permitted under this  
28 Agreement must be in writing and delivered either by personal service, by first-class United States mail,

1 by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
2 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
3 mail is effective three (3) COUNTY business days after deposit in the United States mail, postage  
4 prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is  
5 effective one (1) COUNTY business day after deposit with the overnight commercial courier service,  
6 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A  
7 notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if  
8 such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed  
9 to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a  
10 machine record of the completed transmission. For all claims arising out of or related to this Agreement,  
11 nothing in this section establishes, waives, or modifies any claims presentation requirements or  
12 procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1  
13 of the Government Code, beginning with section 810).

14 **36. GOVERNING LAW**

15 Venue for any action arising out of or related to the Agreement shall only be in Fresno  
16 County, California.

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

19 **37. SEVERABILITY**

20 The provisions of this Agreement are severable. The invalidity or unenforceability of any  
21 one provision in the Agreement shall not affect the other provisions.

22 **38. CONFLICT OF INTEREST**

23 No officer, agent, or employee of COUNTY who exercises any function or responsibility for  
24 planning and carrying out the services provided under this Agreement shall have any direct or indirect  
25 personal financial interest in this Agreement. CONTRACTORS shall comply with all Federal and State of  
26 California conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and  
27 beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

28 **39. INTERPRETATION**

1 This Agreement is the result of arms-length negotiations between the parties and shall be  
2 construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be  
3 construed against either party.

4 **40. ELECTRONIC SIGNATURE**

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

20 **41. ENTIRE AGREEMENT**

21 This Agreement, including all Exhibits, constitutes the agreement between  
22 CONTRACTORS and COUNTY with respect to the subject matter hereof and supersedes all previous  
23 agreement negotiations, proposal, commitments, writings, advertisements, publication, and  
24 understandings of any nature whatsoever unless expressly included in the Agreement. This Agreement  
25 shall be retroactively effective July 1, 2022.

26 ///

27 ///

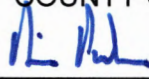
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CONTRACTORS:**  
Please see attached signatures

COUNTY OF FRESNO

By   
Brian Pacheco,  
Chairman of the Board of  
Supervisors of the County of Fresno

Date: 8-9-2022

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

By  Deputy

Date: 8-9-2022

FOR ACCOUNTING PURPOSES ONLY:  
Fund/Subclass: 0001/10000  
Organization: 56304320  
Account #: 7295/0

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**PACIFIC CLINICS**

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Authorized Signature

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kim wells, General Counsel

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Print Name & Title

Mailing Address:  
251 Llewellyn Avenue  
Campbell, CA 95008

1 **COMPREHENSIVE YOUTH SERVICES OF FRESNO, INC.**

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Authorized Signature

Kevin Lerosian, V.P.

Print Name & Title

Mailing Address:  
4545 N. West Avenue  
Fresno, CA 93705

1 **EXCEPTIONAL PARENTS UNLIMITED, INC.**

2  
3   
4 \_\_\_\_\_  
4 Authorized Signature

5 *Lowell T. Ens, CEO*  
6 \_\_\_\_\_  
6 Print Name & Title

7 Mailing Address:  
8 4440 N. First Street  
9 Fresno, CA 93726

Bright Beginnings for Families  
Full Service Partnership Services for Children Ages 0-10 Years

**PROVIDER LIST**

---

**Pacific Clinics**

251 Llewellyn Avenue  
Campbell, CA 95008  
Phone: (408) 379-3790  
(559) 446-3054  
Contact: Marilyn Bamford, Executive Director, Central Region

**Comprehensive Youth Services of Fresno, Inc.**

4545 N. West Avenue  
Fresno, CA 93705  
Phone: (559) 229-3561  
Contact: Becky Kramer, Executive Director

**Exceptional Parents Unlimited, Inc.**

4440 N. First Street  
Fresno, CA 93726  
Phone: (559) 229-2000  
Contact: Lowell Ens, Executive Director

**Mental Health Services Act  
Bright Beginnings for Families  
Full Service Partnership Services for Children Ages 0–10 Years**

**SUMMARY OF SERVICES**

PROVIDERS: Pacific Clinics  
6051 N. Fresno Street Suite 201  
Fresno, CA 93710

Exceptional Parents Unlimited, Inc.  
4440 N. First Street  
Fresno, CA 93726

Comprehensive Youth Services of Fresno, Inc.  
4545 N. West Avenue  
Fresno, CA 93705

CONTRACT TERM: July 1, 2022 - June 30, 2023

**I. SCHEDULE OF SERVICES:**

Services for the Bright Beginnings for Families (BBFF) program, a Full Service Partnership (FSP) program, under this Agreement, will be available to clients and their families 24 hours a day, seven days a week. The standard hours of operation will be Monday through Friday from 8:00AM until 5:00PM; additional services will be provided after 5:00PM and on weekends as needed to address client concerns and/or provide services for clients who are unavailable for services during standard business hours.

**II. TARGET POPULATION:**

The target population is children, ages 0-10 years, identified as Seriously Emotionally Disturbed (SED) who meet the criteria set forth in Welfare and Institutions Code section 5600.3(a), and their families. Services under this Agreement shall be provided to children and their families who are unable to maintain their school settings, families affected by substance abuse issues, children who are exhibiting extreme behaviors at school, and at-risk children discharged from the County's Crisis Stabilization Unit. Children and their families that are racially and ethnically diverse; typically unserved, underserved, or hard to reach; and underinsured or uninsured that meet entry and participation criteria shall be treated under this Agreement.

The Program will serve a minimum of 400 unduplicated identified minor clients within each 12-month period of this Agreement. Throughout each 12-month period, Pacific Clinics (PC) will serve 184, Exceptional Parents Unlimited, Inc. (EPU) will serve 116, and Comprehensive Youth Services, Inc. (CYS) will serve 100 unduplicated identified minor clients. At any one time, PC will serve 150, EPU will serve 50, and CYS will serve 50 identified minor clients.

### **III. PROJECT DESCRIPTION:**

PC, EPU and CYS will collaboratively provide services to the target population under the Mental Health Services Act (MHSA) FSP framework. Services to children referred to this program will be provided within the parameters mentioned below. Parents/caregivers and other members of the family may be assessed for treatment needs, and provided services as needed, or may be linked to other treatment programs or community resources to meet the individual's needs. Services may be provided in the client's home, community, or school; other community settings; or the service provider's facilities.

#### Entry Criteria

The child must meet at least one of the following criteria:

- A. Have a substantial impairment in at least two of the following as a result of a mental disorder: self-care, school functioning, family relationships, and ability to function in the community. The child must be at risk of or already removed from the home, or the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
- B. Displays psychotic features, is at risk of suicide, and/or is at risk of violence to a mental disorder
- C. Meets special education eligibility requirements under Chapter 26.5 of the Government Code.

#### Intake and Initial Assessment

Children may be referred to this program through various sources including, but not limited to, COUNTY's DBH, schools, individuals, or other agencies. CONTRACTORS will contact the family of the referred child within 24 hours of receipt of the referral to determine if it is appropriate for the child and family to receive FSP services under this Agreement. If services are appropriate, the child and family is linked to the appropriate agency under this Agreement. A face-to-face meeting will be scheduled within three business days to complete an assessment; an initial mental health assessment will be completed within seven business days following the first face-to-face appointment.

#### Termination and Discharge

Children referred to BBFF may be denied services if the child does not meet medical necessity for a mental health diagnosis, meets medical necessity for a mental health diagnosis that is not covered by the County of Fresno's Mental Health Plan, and/or the child is over the age of 10 at the point of referral. Children who are determined to be ineligible for BBFF services will be linked to other appropriate services and resources.

Client discharge is determined on a case-by-case basis, with regard to the child's progress toward individualized treatment goals. Reasons for discharge include the child or caregiver refuses or terminates services; the child is transferred to another program mutually agreed upon by the child, parent/caregiver, and BBFF; mutual agreement that the treatment goals have been met; and/or the child is 10 years old.

#### Evidence-Based Practices

Evidence-based practices (EBP) utilized in BBFF include Incredible Years, Parent-Child Interaction Therapy, Child Parent Psychotherapy, Dialectic Behavioral Therapy, Managing and Adapting Practices, Positive Parenting Program, Trauma Focused Cognitive Behavioral Therapy, and Attachment Vitamins. Although some EBPs are appropriate for all ages served under this contract, many are more effective and intended for specific age sub-groups of the target population. The table below clarifies the EBP, description, target client sub-group, and agency to provide the service.

Evidence Based Treatment	Description	Target Age	PC	EPU	CYS
Incredible Years (IY)	Utilized to prevent, reduce, and treat conduct problems; increase social competence; and improve school readiness.	0-8 years	X	X	X
Parent-Child Interaction Therapy (PCIT)	Live therapist-coached sessions with parent/caregiver and child to build safe, positive, and nurturing relationships between parents and their children. Decreases behavior problems, improves parenting skills, and enhances the quality of the relationship.	2-8 years		X	X
Child Parent Psychotherapy (CPP)	Treatment for children with at least one traumatic event and are experiencing behavior, attachment, and/or mental health problems, including PTSD. Supports and strengthens the relationship between a child and caregiver; restores a child's sense of safety and attachment; and improves cognitive, behavioral, and social functioning.	0-5 years	X	X	X
Dialectic Behavioral Therapy (DBT)	A cognitive behavioral treatment that has been shown to be effective in treating a wide range of disorders such as depression, eating disorders, PTSD, and substance dependence. Estimated service start date of July 1, 2020.	Parents of children 0-18 years	X	X	X
Managing and Adapting Practices (MAP)	Coordinates and supplements the use of evidence-based programs for children's mental health. The system is not a single treatment program; rather, it involves several decision and practice support tools to assist in the selection, review, adaptation, or construction of empirically derived common treatment elements to match particular child characteristics. The three main features of the MAP system are: <ul style="list-style-type: none"> <li>• The PracticeWise Evidence-Based Services Database</li> <li>• The Clinical Dashboard</li> <li>• The Practitioner Guides</li> </ul>	0-18 years	X		
Positive Parenting Program (Triple P)	Provides education, prevention, and early intervention strategies for parents. The five core principles of Triple P are: <ul style="list-style-type: none"> <li>• Ensuring a safe and engaging environment;</li> <li>• Creating a positive learning environment;</li> <li>• Using assertive discipline;</li> <li>• Having realistic expectations; and</li> <li>• Taking care of oneself as a parent</li> </ul>	0-10 years	X		

Trauma Focused Cognitive Behavioral Therapy (TF-CBT)	Treats posttraumatic stress and related emotional and behavior problems. TF-CBT has been adapted for use with children who have a wide array of traumatic experiences including child sexual abuse, domestic violence, traumatic loss, and multiple psychological traumas	4-18 years	X		X
Attachment Vitamins	Provides parents/caregivers with knowledge about childhood development and the effects of toxic stress and trauma in order to help them attune to their child's needs, set parenting goals, strengthen the parent-child relationship, and understand and respond to challenging behaviors.	0-5 years	X	X	X

**IV. CONTRACTORS RESPONSIBILITIES:**

CONTRACTORS shall:

- A. Provide seamless FSP and intensive case management services for seriously emotionally disturbed (SED) children and their families.
- B. Develop, monitor, and adhere to FSP plan components and treatment goals; and assess and monitor child, family, and community safety.
- C. Develop, coordinate, and provide formal and informal supports and services for the client and family, as well as develop or expand parent advocacy and support network.
- D. Institute mental health treatment models other than those listed above, as needed, to meet the mental health treatment needs of the children and families engaged in services offered through this Agreement.
- E. Provide Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) when medically necessary.
- F. Provide services in alignment with the Fresno County Department of Behavioral Health Guiding Principles of Care Delivery, as defined in Exhibit D.
- G. Provide services in accordance with national standards for Culturally and Linguistically Appropriate Services (CLAS), as defined in Exhibit E.
- H. Ensure that written policies and procedures guides (PPG), as they relate to this Agreement, are up to date, and available to be shared with COUNTY, upon request.
- I. Measure and report client and system outcomes consistent with the COUNTY's MHSA Plan requirements. UFS will serve as the lead agency and manager of outcome data.
- J. Gather, report, and enter data in the State's Data Collection and Reporting (DCR) System in accordance with MHSA FSP requirements and DCR system guidelines.

- K. Maintain appropriate client to staff ratios with job classifications, responsibilities, and licensure/certification, as recommended or required by MHSA FSP standards.
- L. Provide the following staffing components, at minimum:
  - 1. Licensed or license-eligible therapists: Provide evidenced-based clinical treatment. At least one of the therapist positions will be occupied by a former client or family member with comparable experience to the child and family receiving services. At least one of the therapist positions shall be occupied by a licensed clinician with advanced training in infant mental health in order to provide adequate oversight. These positions shall be recruited based on linguistic and cultural needs of the targeted population (e.g., Latino, Southeast Asian, African American, Native American, and/or SED).
  - 2. Licensed or license-eligible therapists: Provide linkages and therapeutic services to enrolled children and their caregivers as identified in the individual services and supports plan.
  - 3. Family Partners (or equivalent): Occupied by a former client or family member with comparable experience to the child and family receiving services.
  - 4. Personal Service Coordinators (PSC): At least one of the PSC positions shall be occupied by a former client or family member with comparable experience to the child and family receiving services. These positions shall be recruited based on linguistic and cultural needs of the targeted population (e.g., Latino, Southeast Asian, African American, Native American, and/or SED). A Bachelors degree level is preferred for the requirements of the PSC positions; however, 12 college units (psychology, counseling, etc.) with mental health experience can act as a substitute for the Bachelors degree requirement. Each PSC will maintain a caseload of 12-14 clients.
- M. Ensure the following is provided in regard to PSC:
  - a. Assign a primary PSC to each identified client. The primary PSC will work with each client, and family member when appropriate, to develop the client's ISSP. The ISSP is used to identify the client's goals and describe the array of services and supports necessary to advance these goals based on the client's needs and preferences and, when appropriate, the needs and preferences of the client's family. ISSPs are reviewed by COUNTY's DBH during client chart audits.
  - b. The PSC will act as a single point of responsibility and contact for the delivery of personal service coordination for each client. Personal service coordination is the assistance provided to the child, and the child's family when appropriate, to access medical, educational, social, vocational, rehabilitative, crisis intervention, or other community services, when needed.
  - c. Ensure all children and families that receive personal service coordination services also receive mental health treatment services when a determination is made by qualified staff using clinically proven assessment tools that a child and/or family would benefit from mental health treatment. CONTRACTORS shall institute mental health treatment models to meet the mental health treatment needs of the children/families engaged in services offered in this Agreement.
- N. Facilitate extensive community resource development and outreach to increase access to and awareness of program services through participation in community resource fairs, public presentations, distribution of informational materials, one-on-one communications with community partners, visits to local schools and daycare centers.

- O. Provide outreach and education to referring agencies to assist those agencies as they determine appropriate resources for clients in need of services.
- P. Utilize targeted outreach strategies to reach harder to engage communities, such as the Native American population and rural communities.

**V. COUNTY RESPONSIBILITIES:**

COUNTY shall:

- A. Provide oversight, through its MHSA Coordinator or designee, and collaborate with CONTACTOR and other COUNTY Departments and community agencies to help achieve State program goals and outcomes. Oversight includes, but is not limited to, contract monitoring and coordination with the State Department of Health Care Services in regard to program administration and outcomes.
- B. Assist CONTRACTORS in making linkages with the total mental health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
- C. Participate in evaluating overall program progress and efficiency, and be available to CONTRACTORS for ongoing consultation.
- D. Gather outcome information from target client groups and CONTRACTORS throughout each term of this Agreement. COUNTY shall notify CONTRACTORS when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
- E. Assist CONTRACTORS' efforts toward cultural and linguistic competency by providing the following to CONTRACTORS:
  - 1. Technical assistance and training regarding cultural competency requirements at no cost to CONTRACTORS.
  - 2. Mandatory cultural competency training for CONTRACTORS' personnel, on an annual basis, at minimum.
  - 3. Technical assistance for translating information into COUNTY's threshold languages (Spanish and Hmong). Translation services and costs associated will be the responsibility of CONTRACTORS.

**VI. PERFORMANCE MEASUREMENT:**

CONTRACTORS shall meet or exceed the outcome goals stated in the tables below:

<b>OUTCOMES BY CARF STANDARDS</b>		
<b>EFFECTIVENESS</b>		
Source Tool	Description	Goal
CANS – Total	Percent of children with improved clinical condition(s) and quality of life.	80%

CANS - CBEN Domain	Percent of children with reduced emotional and behavioral problems.	80%
CEDE 2.0	Percent of children that will maintain in-home or improve to an in-home placement. <i>(UFS only)</i>	80%
CANS - CRB Domain	Percent of children with reduced risk behaviors.	80%
CANS - LDF School Behavior	Percent of children that will maintain or improve school behaviors.	80%
CANS - LDF School Achievement	Percent of children that will maintain or improve school achievement.	80%
CANS - LDF School Attendance	Percent of children that will maintain or improve school attendance.	80%
PSC-35	Percent of children that will have improved psychosocial impairment functioning.	80%
CEDE 2.0	Percent of children that will maintain non-involvement with the juvenile justice system. <i>(UFS only)</i>	80%
<b>EFFICIENCY</b>		
Source Tool	Description	Goal
Contractor Finance Department	Percent of productivity for Medi-Cal billing.	70%
<b>ACCESS</b>		
Source Tool	Description	Goal
EHR	Percent of admitted children that are seen for a face-to-face appointment within 7 business days from receipt of service referral.	80%
YSS – F	Percent of caregivers that are satisfied with their access to services. <i>(UFS only)</i>	80%
<b>SATISFACTION</b>		
Source Tool	Description	Goal
YSS – F	Percent of caregivers that will be satisfied with services. <i>(Total Satisfaction mean score of 4 or higher – UFS only)</i>	80%
YSS	Percent of children that will increase his/her relationships/connections.	60%
YSS	Percent of children that will form sustainable relationships.	60%
YSS	Percent of children with an overall plan of permanency at Time 1, will connect and live with connection identified in FSE services.	60%
YSS	Percent of children participating in FSE services that will improve stability of significant relationships in his/her life.	80%

<b>OUTCOMES BY EVIDENCE-BASED PRACTICE</b>			
EBP	Source Tool	Description	Goal
CPP	PSI Short Form	Percent of caregivers that will reduce their stress.	80%
IY	PSI Short Form	Percent of caregivers that will reduce their stress.	80%
PCIT	ECBI	Percent of children that will reduce disruptive and conduct behaviors.	80%
	PSI Short Form	Percent of caregivers that will reduce their stress.	
Triple P	PSI Short Form	Percent of caregivers that will reduce their stress.	80%
TF-CFT	UCLA PTSD DSM-5	Percent of children that will reduce PTSD symptoms.	80%
	PSI Short Form	Percent of caregivers that will reduce their stress.	80%
Attachment Vitamins	PSC-35	Percent of children that will improve psychosocial impairment functioning.	80%
DBT	N/A	Outcomes will be mutually developed prior to estimated service start in July 2020.	

**VII. REPORTS:**

- A. CONTRACTORS shall prepare an evaluation report annually, which will be submitted to COUNTY's DBH and made available to partnering and interested local agencies and organizations (e.g., project collaborators, other community agencies, and mental health treatment providers). Annual evaluation reports will include the following information: demographics of the target population served, services provided to each participant, number of hospitalizations, enrollment in school, results of data analysis compared to planned process, output and outcome measures, barriers to program implementation and measures taken to overcome those barriers, accomplishments of program participants, lessons learned, and the final result of any and all satisfactory survey(s).
- B. CONTRACTORS shall be expected to comply with all contract monitoring and compliance protocols, procedures, data collection methods, and reporting requirements conducted by COUNTY.
- C. Additional reports and outcome information may be requested by COUNTY at a later date, as needed.

## BRIGHT BEGINNINGS FOR FAMILIES

## PACIFIC CLINICS

Fiscal Year (FY) 2022-2023

## PROGRAM EXPENSES

## 1000: SALARIES &amp; BENEFITS

## Employee Salaries

Acct #	Position	FTE	Admin	Direct	Total
1101	Clinician I	5.00	\$ -	\$ 419,803	\$ 419,803
1102	Clinician II	1.00	-	93,290	93,290
1103	Facilitator I	8.00	-	671,686	671,686
1104	Facilitator II	2.00	-	186,580	186,580
1105	Family Partner I	2.00	-	74,914	74,914
1106	Family Specialist I	3.00	-	107,882	107,882
1107	Clinical Program Manager	3.20	-	342,883	342,883
1108	Support Service Coordinator	0.50	-	26,725	26,725
1109	Clinical Director	0.50	-	76,438	76,438
1110	Doctors Assistant	0.30	-	12,160	12,160
1111	Program Support Staff	2.55	188,266	-	188,266
1112	Regional Director	0.28	50,484	-	50,484
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
<b>Personnel Salaries Subtotal</b>		<b>28.33</b>	<b>\$ 238,750</b>	<b>\$ 2,012,361</b>	<b>\$ 2,251,111</b>

## Employee Benefits

Acct #	Description	Admin	Direct	Total
1201	Retirement	\$ 6,589	\$ 72,200	\$ 78,789
1202	Worker's Compensation	4,424	48,477	52,901
1203	Health Insurance	43,993	482,034	526,027
1204	Other (Specify)	-	-	-
1205	Other (Specify)	-	-	-
1206	Other (Specify)	-	-	-
<b>Employee Benefits Subtotal:</b>		<b>\$ 55,006</b>	<b>\$ 602,711</b>	<b>\$ 657,717</b>

## Payroll Taxes &amp; Expenses:

Acct #	Description	Admin	Direct	Total
1301	OASDI	\$ 11,672	\$ 127,895	\$ 139,567
1302	FICA/MEDICARE	2,730	29,911	32,641
1303	SUI	1,883	20,627	22,510
1304	Other (Specify)	-	-	-
1305	Other (Specify)	-	-	-
1306	Other (Specify)	-	-	-
<b>Payroll Taxes &amp; Expenses Subtotal:</b>		<b>\$ 16,285</b>	<b>\$ 178,433</b>	<b>\$ 194,718</b>
<b>EMPLOYEE SALARIES &amp; BENEFITS TOTAL:</b>		<b>\$ 310,041</b>	<b>\$ 2,793,505</b>	<b>\$ 3,103,546</b>

<b>2000: CLIENT SUPPORT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
2001	Child Care	\$ -
2002	Client Housing Support Expenditures	778
2003	Client Transportation & Support	1,252
2004	Clothing, Food, & Hygiene	4,530
2005	Education Support	192
2006	Employment Support	-
2007	Household Items for Clients	1,156
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	578
2011	Client Housing Operating Expenditures	1,155
2012	Other (Specify)	-
2013	Other (Specify)	-
2014	Other (Specify)	-
2015	Other (Specify)	-
2016	Other (Specify)	-
<b>DIRECT CLIENT CARE TOTAL</b>		<b>\$ 9,641</b>

<b>3000: OPERATING EXPENSES</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
3001	Telecommunications	\$ 40,176
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	10,438
3004	Advertising	-
3005	Staff Development & Training	49,810
3006	Staff Travel/Mileage	105,818
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Depreciation	5,550
3010	Other (Specify)	-
3011	Other (Specify)	-
3012	Other (Specify)	-
<b>OPERATING EXPENSES TOTAL:</b>		<b>\$ 211,792</b>

<b>4000: FACILITIES &amp; EQUIPMENT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
4001	Building Maintenance	\$ 4,961
4002	Rent/Lease Building	147,095
4003	Rent/Lease Equipment	18,798
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Equipment Purchase	23,256
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
<b>FACILITIES/EQUIPMENT TOTAL:</b>		<b>\$ 194,110</b>

<b>5000: SPECIAL EXPENSES</b>
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Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 5,800
5002	HMIS (Health Management Information System)	-
5003	Contract Psychiatrist	88,820
5004	Translation Services	-
5005	Other (Specify)	-
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
<b>SPECIAL EXPENSES TOTAL:</b>		<b>\$ 94,620</b>

<b>6000: ADMINISTRATIVE EXPENSES</b>		
Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 647,430
6002	Professional Liability Insurance	51,776
6003	Accounting/Bookkeeping	-
6004	External Audit	3,264
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation ( <i>Provider-Owned Equipment to be Used for Program Purposes</i> )	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
<b>ADMINISTRATIVE EXPENSES TOTAL</b>		<b>\$ 702,470</b>

<b>7000: FIXED ASSETS</b>		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (Specify)	-
7008	Other (Specify)	-
<b>FIXED ASSETS EXPENSES TOTAL</b>		<b>\$ -</b>

<b>TOTAL PROGRAM EXPENSES</b>		<b>\$ 4,316,179</b>
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**PROGRAM FUNDING SOURCES**

<b>8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)</b>				
<b>Acct #</b>	<b>Line Item Description</b>	<b>Service Units</b>	<b>Rate</b>	<b>Amount</b>
8001	Mental Health Services	462,655	3.93	\$ 1,820,191
8002	Case Management	339,602	3.06	1,039,690
8003	Crisis Services	11,320	5.78	65,392
8004	Medication Support	22,640	7.18	162,460
8005	Collateral	45,507	3.93	179,035
8006	Plan Development	7,584	3.93	29,837
8007	Assessment	53,091	3.93	208,872
8008	Rehabilitation	189,612	3.93	745,977
<b>Estimated Specialty Mental Health Services Billing Totals:</b>		<b>1,132,011</b>		<b>\$ 4,251,454</b>
Estimated % of Clients who are Medi-Cal Beneficiaries				80%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				3,401,163
Federal Financial Participation (FFP) %			100%	3,401,163
<b>MEDI-CAL FFP TOTAL</b>				<b>\$ 3,401,163</b>

<b>8100 - SUBSTANCE USE DISORDER FUNDS</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
<b>SUBSTANCE USE DISORDER FUNDS TOTAL</b>		<b>\$ -</b>

<b>8200 - REALIGNMENT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
8201	Realignment	\$ (0)
<b>REALIGNMENT TOTAL</b>		<b>\$ (0)</b>

<b>8300 - MENTAL HEALTH SERVICE ACT (MHSA)</b>			
<b>Acct #</b>	<b>MHSA Component</b>	<b>MHSA Program Name</b>	<b>Amount</b>
8301	CSS - Community Services & Supports	.	\$ 915,016
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
<b>MHSA TOTAL</b>			<b>\$ 915,016</b>

<b>8400 - OTHER REVENUE</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (Specify)	-
8405	Other (Specify)	-
<b>OTHER REVENUE TOTAL</b>		<b>\$ -</b>

**TOTAL PROGRAM FUNDING SOURCES: \$ 4,316,179**

**NET PROGRAM COST: \$ -**

**BRIGHT BEGINNINGS FOR FAMILIES  
EXCEPTIONAL PARENTS UNLIMITED, INC  
Fiscal Year (FY) 2022-2023**

**PROGRAM EXPENSES**

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Manager of Clinical Services	1.00	\$ -	\$ 104,675	\$ 104,675
1102	Senior Mental Health Clinician	1.00	-	85,935	85,935
1103	Licensed Mental Health Clinician	4.00	-	316,710	316,710
1104	Case Manager-Facilitator	5.00	-	214,240	214,240
1105	Support Services Supervisor	1.00	-	62,130	62,130
1106	Program Assistant	1.80	-	62,130	62,130
1107	Billing Specialist	1.00	44,425	-	44,425
1108	Billing Assistant	1.00	33,764	-	33,764
1109	Facilities Manager	0.05	3,105	-	3,105
1110	Program & Operations Manager - ACC	0.50	49,750	-	49,750
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
<b>Personnel Salaries Subtotal</b>		<b>16.35</b>	<b>\$ 131,044</b>	<b>\$ 845,820</b>	<b>\$ 976,864</b>
Employee Benefits					
Acct #	Description		Admin	Direct	Total
1201	Retirement		\$ 5,242	\$ 33,833	\$ 39,075
1202	Worker's Compensation		1,835	11,841	13,676
1203	Health Insurance		16,677	90,252	106,929
1204	Other (Specify)		-	-	-
1205	Other (Specify)		-	-	-
1206	Other (Specify)		-	-	-
<b>Employee Benefits Subtotal:</b>			<b>\$ 23,754</b>	<b>\$ 135,926</b>	<b>\$ 159,680</b>
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1301	OASDI		\$ 8,125	\$ 52,441	\$ 60,566
1302	FICA/MEDICARE		1,900	12,264	14,164
1303	SUI		803	4,347	5,150
1304	Other (Specify)		-	-	-
1305	Other (Specify)		-	-	-
1306	Other (Specify)		-	-	-
<b>Payroll Taxes &amp; Expenses Subtotal:</b>			<b>\$ 10,828</b>	<b>\$ 69,052</b>	<b>\$ 79,880</b>
<b>EMPLOYEE SALARIES &amp; BENEFITS TOTAL:</b>			<b>\$ 165,626</b>	<b>\$ 1,050,798</b>	<b>\$ 1,216,424</b>

<b>2000: CLIENT SUPPORT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
2001	Child Care	\$ -
2002	Client Housing Support	1,800
2003	Client Transportation & Support	1,000
2004	Clothing, Food, & Hygiene	1,000
2005	Education Support	900
2006	Employment Support	900
2007	Household Items for Clients	1,200
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	1,200
2011	Other (Specify)	-
2012	Other (Specify)	-
2013	Other (Specify)	-
2014	Other (Specify)	-
2015	Other (Specify)	-
2016	Other (Specify)	-
<b>DIRECT CLIENT CARE TOTAL</b>		<b>\$ 8,000</b>

<b>3000: OPERATING EXPENSES</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
3001	Telecommunications	\$ 7,680
3002	Printing/Postage	2,700
3003	Office Supplies & Equipment	11,200
3004	Advertising	-
3005	Staff Development & Training	10,750
3006	Staff Mileage	1,680
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	3,600
3009	Program Supplies - Therapeutic	7,000
3010	Food	500
3011	Other (Specify)	-
3012	Other (Specify)	-
<b>OPERATING EXPENSES TOTAL:</b>		<b>\$ 45,110</b>

<b>4000: FACILITIES &amp; EQUIPMENT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
4001	Building Maintenance	\$ 13,200
4002	Rent/Lease Building	73,800
4003	Rent/Lease Equipment	17,800
4004	Equipment Purchase	-
4005	Utilities	12,000
4006	Other (Specify)	-
4007	Other (Specify)	-
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
<b>FACILITIES/EQUIPMENT TOTAL:</b>		<b>\$ 116,800</b>

<b>5000: SPECIAL EXPENSES</b>		
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Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 6,400
5002	HMIS (Health Management Information System)	10,800
5003	Contractual/Consulting Services (Specify)	40,000
5004	Translation Services	5,200
5005	Other (Specify)	-
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
<b>SPECIAL EXPENSES TOTAL:</b>		<b>\$ 62,400</b>

<b>6000: ADMINISTRATIVE EXPENSES</b>		
Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 205,077
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	3,600
6005	Insurance (Specify):	9,500
6006	Payroll Services	-
6007	Depreciation ( <i>Provider-Owned Equipment to be Used for Program Purposes</i> )	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
<b>ADMINISTRATIVE EXPENSES TOTAL</b>		<b>\$ 218,177</b>

<b>7000: FIXED ASSETS</b>		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 3,000
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (Specify)	-
7008	Other (Specify)	-
<b>FIXED ASSETS EXPENSES TOTAL</b>		<b>\$ 3,000</b>

<b>TOTAL PROGRAM EXPENSES</b>		<b>\$ 1,669,911</b>
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**PROGRAM FUNDING SOURCES**

<b>8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)</b>				
<b>Acct #</b>	<b>Line Item Description</b>	<b>Service Units</b>	<b>Rate</b>	<b>Amount</b>
8001	Mental Health Services	52,000	3.78	\$ 196,560
8002	Case Management	35,000	2.94	102,900
8003	Crisis Services	1,000	5.55	5,550
8004	Medication Support	0	-	-
8005	Collateral	73,000	3.78	275,940
8006	Plan Development	6,525	3.78	24,665
8007	Assessment	30,500	3.78	115,290
8008	Rehabilitation	39,237	3.78	148,316
<b>Estimated Specialty Mental Health Services Billing Totals:</b>		<b>237,262</b>		<b>\$ 869,220</b>
Estimated % of Clients who are Medi-Cal Beneficiaries				100%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				869,220
Federal Financial Participation (FFP) %			100%	869,220
<b>MEDI-CAL FFP TOTAL</b>				<b>\$ 869,220</b>

<b>8100 - SUBSTANCE USE DISORDER FUNDS</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
<b>SUBSTANCE USE DISORDER FUNDS TOTAL</b>		<b>\$ -</b>

<b>8200 - REALIGNMENT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
8201	Realignment	\$ (0)
<b>REALIGNMENT TOTAL</b>		<b>\$ (0)</b>

<b>8300 - MENTAL HEALTH SERVICE ACT (MHSA)</b>			
<b>Acct #</b>	<b>MHSA Component</b>	<b>MHSA Program Name</b>	<b>Amount</b>
8301	CSS - Community Services & Supports		\$ 800,691
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
<b>MHSA TOTAL</b>			<b>\$ 800,691</b>

<b>8400 - OTHER REVENUE</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (Specify)	-
8405	Other (Specify)	-
<b>OTHER REVENUE TOTAL</b>		<b>\$ -</b>

**TOTAL PROGRAM FUNDING SOURCES: \$ 1,669,911**

**NET PROGRAM COST: \$ -**

**CHILDREN'S FULL SERVICE PARTNERSHIP PROGRAM  
COMPREHENSIVE YOUTH SERVICES OF FRESNO, INC.  
Fiscal Year (FY) 2022-2023**

**PROGRAM EXPENSES**

<b>1000: SALARIES &amp; BENEFITS</b>					
<b>Employee Salaries</b>					
<b>Acct #</b>	<b>Position</b>	<b>FTE</b>	<b>Admin</b>	<b>Direct</b>	<b>Total</b>
1101	Program Manager	0.75	\$ -	\$ 103,089	\$ 103,089
1102	Clinical Director	0.10	-	15,044	15,044
1103	Clinical Oversight/Peer Review	0.55	-	66,261	66,261
1104	PCIT Clinicians/Lead Therapists	6.00	-	553,698	553,698
1105	Case Managers	4.00	-	168,529	168,529
1106	Finance Dir/HR Mgr/Finance & Clerical	1.25	48,808	56,108	104,916
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
<b>Personnel Salaries Subtotal</b>		<b>12.65</b>	<b>\$ 48,808</b>	<b>\$ 962,729</b>	<b>\$ 1,011,537</b>
<b>Employee Benefits</b>					
<b>Acct #</b>	<b>Description</b>		<b>Admin</b>	<b>Direct</b>	<b>Total</b>
1201	Retirement		\$ 2,443	\$ 48,148	\$ 50,591
1202	Worker's Compensation		495	10,139	10,634
1203	Health Insurance		5,182	98,518	103,700
1204	Other (Specify)		-	-	-
1205	Other (Specify)		-	-	-
1206	Other (Specify)		-	-	-
<b>Employee Benefits Subtotal:</b>			<b>\$ 8,120</b>	<b>\$ 156,805</b>	<b>\$ 164,925</b>
<b>Payroll Taxes &amp; Expenses:</b>					
<b>Acct #</b>	<b>Description</b>		<b>Admin</b>	<b>Direct</b>	<b>Total</b>
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		3,734	73,651	77,385
1303	SUI		251	6,072	6,323
1304	Other (Specify)		-	-	-
1305	Other (Specify)		-	-	-
1306	Other (Specify)		-	-	-
<b>Payroll Taxes &amp; Expenses Subtotal:</b>			<b>\$ 3,985</b>	<b>\$ 79,723</b>	<b>\$ 83,708</b>
<b>EMPLOYEE SALARIES &amp; BENEFITS TOTAL:</b>			<b>\$ 60,913</b>	<b>\$ 1,199,257</b>	<b>\$ 1,260,170</b>

<b>2000: CLIENT SUPPORT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	2,000
2004	Clothing, Food, & Hygiene	2,500
2005	Education Support	300
2006	Employment Support	200
2007	Household Items for Clients	-
2008	Medication Supports	250
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (Specify)	-
2012	Other (Specify)	-
2013	Other (Specify)	-
2014	Other (Specify)	-
2015	Other (Specify)	-
2016	Other (Specify)	-
<b>DIRECT CLIENT CARE TOTAL</b>		<b>\$ 5,250</b>

<b>3000: OPERATING EXPENSES</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
3001	Telecommunications	\$ 12,031
3002	Printing/Postage	300
3003	Office, Household & Program Supplies	10,902
3004	Advertising	-
3005	Staff Development & Training	4,088
3006	Staff Mileage/Vehicle Maintenance	4,220
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Other (Specify): Transportation of Clients	4,500
3010	Other (Specify): Staff Travel (Out of County)	1,840
3011	Other (Specify): Lodging	1,200
3012	Other (Specify)	-
<b>OPERATING EXPENSES TOTAL:</b>		<b>\$ 39,081</b>

<b>4000: FACILITIES &amp; EQUIPMENT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
4001	Building Maintenance	\$ 5,997
4002	Rent/Lease Building	61,523
4003	Rent/Lease Equipment	11,680
4004	Rent/Lease Vehicles	7,200
4005	Security	-
4006	Utilities	9,895
4007	Other (Specify)	-
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
<b>FACILITIES/EQUIPMENT TOTAL:</b>		<b>\$ 96,295</b>

<b>5000: SPECIAL EXPENSES</b>		
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Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify): Human Resources, HIPAA, Program Oversight	2,437
5004	Translation Services	2,000
5005	Other (Specify)	-
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
<b>SPECIAL EXPENSES TOTAL:</b>		<b>\$ 4,437</b>

<b>6000: ADMINISTRATIVE EXPENSES</b>		
Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 4,352
6002	Professional Liability Insurance	6,402
6003	Accounting/Bookkeeping	-
6004	External Audit	3,525
6005	Insurance (Specify):	-
6006	Payroll Services	2,421
6007	Depreciation ( <i>Provider-Owned Equipment to be Used for Program Purposes</i> )	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
<b>ADMINISTRATIVE EXPENSES TOTAL</b>		<b>\$ 16,700</b>

<b>7000: FIXED ASSETS</b>		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (Specify): Leased Automobile	-
7008	Other (Specify)	-
<b>FIXED ASSETS EXPENSES TOTAL</b>		<b>\$ -</b>

<b>TOTAL PROGRAM EXPENSES</b>		<b>\$ 1,421,933</b>
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**PROGRAM FUNDING SOURCES**

<b>8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)</b>				
<b>Acct #</b>	<b>Line Item Description</b>	<b>Service Units</b>	<b>Rate</b>	<b>Amount</b>
8001	Mental Health Services	60,421	3.78	\$ 228,391
8002	Case Management	32,019	2.94	94,136
8003	Crisis Services	153	5.55	849
8004	Medication Support	0	6.89	-
8005	Collateral	132,995	3.78	502,721
8006	Plan Development	1,203	3.78	4,547
8007	Assessment	23,253	3.78	87,896
8008	Rehabilitation	32,208	3.78	121,746
<b>Estimated Specialty Mental Health Services Billing Totals:</b>		<b>282,252</b>		<b>\$ 1,040,287</b>
Estimated % of Clients who are Medi-Cal Beneficiaries				100%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				1,040,287
Federal Financial Participation (FFP) %			100%	1,040,287
<b>MEDI-CAL FFP TOTAL</b>				<b>\$ 1,040,287</b>

<b>8100 - SUBSTANCE USE DISORDER FUNDS</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
<b>SUBSTANCE USE DISORDER FUNDS TOTAL</b>		<b>\$ -</b>

<b>8200 - REALIGNMENT</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
8201	Realignment	\$ (0)
<b>REALIGNMENT TOTAL</b>		<b>\$ (0)</b>

<b>8300 - MENTAL HEALTH SERVICE ACT (MHSA)</b>			
<b>Acct #</b>	<b>MHSA Component</b>	<b>MHSA Program Name</b>	<b>Amount</b>
8301	CSS - Community Services & Supports		\$ 381,646
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
<b>MHSA TOTAL</b>			<b>\$ 381,646</b>

<b>8400 - OTHER REVENUE</b>		
<b>Acct #</b>	<b>Line Item Description</b>	<b>Amount</b>
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (Specify)	-
8405	Other (Specify)	-
<b>OTHER REVENUE TOTAL</b>		<b>\$ -</b>

**TOTAL PROGRAM FUNDING SOURCES: \$ 1,421,933**

**NET PROGRAM COST: \$ -**

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### **DBH VISION:**

Health and well-being for our community.

### **DBH MISSION:**

DBH, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

### **DBH GOALS:**

Quadruple Aim

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

### **GUIDING PRINCIPLES OF CARE DELIVERY:**

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 2. Principle Two - Strengths-based

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

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

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

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

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 6. Principle Six - Culturally Responsive

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

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

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

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

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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

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

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

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

## National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

*The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:*

### Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

### Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

### Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

### Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.

## The Case for the Enhanced National CLAS Standards

*Of all the forms of inequality, injustice in health care is the most shocking and inhumane.*  
— Dr. Martin Luther King, Jr.

Health equity is the attainment of the highest level of health for all people (U.S. Department of Health and Human Services [HHS] Office of Minority Health, 2011). Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age (World Health Organization, 2012), such as socioeconomic status, education level, and the availability of health services (HHS Office of Disease Prevention and Health Promotion, 2010). Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion (LaVeist, Gaskin, & Richard, 2009). Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services (Beach et al., 2004; Goode, Dunne, & Bronheim, 2006). By providing a structure to implement culturally and linguistically appropriate services, the enhanced National CLAS Standards will improve an organization's ability to address health care disparities.

The enhanced National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities (HHS, 2011) and the National Stakeholder Strategy for Achieving Health Equity (HHS National Partnership for Action to End Health Disparities, 2011), which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country. Similar to these initiatives, the enhanced National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

### Bibliography:

- Beach, M. C., Cooper, L. A., Robinson, K. A., Price, E. G., Gary, T. L., Jenckes, M. W., Powe, N.R. (2004). Strategies for improving minority healthcare quality. (AHRQ Publication No. 04-E008-02). Retrieved from the Agency of Healthcare Research and Quality website: <http://www.ahrq.gov/downloads/pub/evidence/pdf/minqual/minqual.pdf>
- Goode, T. D., Dunne, M. C., & Bronheim, S. M. (2006). The evidence base for cultural and linguistic competency in health care. (Commonwealth Fund Publication No. 962). Retrieved from The Commonwealth Fund website: [http://www.commonwealthfund.org/usr\\_doc/Goode\\_evidencebasecultlinguisticcomp\\_962.pdf](http://www.commonwealthfund.org/usr_doc/Goode_evidencebasecultlinguisticcomp_962.pdf)
- LaVeist, T. A., Gaskin, D. J., & Richard, P. (2009). The economic burden of health inequalities in the United States. Retrieved from the Joint Center for Political and Economic Studies website: <http://www.jointcenter.org/sites/default/files/upload/research/files/The%20Economic%20Burden%20of%20Health%20Inequalities%20in%20the%20United%20States.pdf>
- National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: <http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?vl=1&vlid=33&ID=286>
- U.S. Department of Health and Human Services. (2011). HHS action plan to reduce racial and ethnic health disparities: A nation free of disparities in health and health care. Retrieved from [http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS\\_Plan\\_complete.pdf](http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS_Plan_complete.pdf)
- U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). Healthy people 2020: Social determinants of health. Retrieved from <http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39>
- U.S. Department of Health and Human Services, Office of Minority Health (2011). National Partnership for Action to End Health Disparities. Retrieved from <http://minorityhealth.hhs.gov/npa>
- World Health Organization. (2012). Social determinants of health. Retrieved from [http://www.who.int/social\\_determinants/en/](http://www.who.int/social_determinants/en/)

## 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 (3) 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 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.

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**For Individual Providers**

Name (print): \_\_\_\_\_

**Discipline:**  Psychiatrist  Psychologist  LCSW  LMFT

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_/\_\_\_\_/\_\_\_\_

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**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.

### 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 five axis diagnosis from the most current DSM, 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

## STATE MENTAL HEALTH REQUIREMENTS

### 1. CONTROL REQUIREMENTS

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

### 2. PROFESSIONAL LICENSURE

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

### 3. CONFIDENTIALITY

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

### 4. NON-DISCRIMINATION

#### A. Eligibility for Services

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

#### B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

- C. Suspension of Compensation  
If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.
- D. Nepotism  
Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. **PATIENTS' RIGHTS**

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

**STATE CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: CONTRACTOR has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on this Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and

CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

CONTRACTOR agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
  - a. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- b. CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: CONTRACTOR needs to be aware of the following provisions regarding current or former state employees. If CONTRACTOR has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency must be contacted immediately for clarification.

#### Current State Employees (Pub. Contract Code §10410):

- a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

#### Former State Employees (Pub. Contract Code §10411):

- a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as

the proposed contract within the twelve (12) month period prior to his or her leaving state service.

If CONTRACTOR violates any provisions of above paragraphs, such action by CONTRACTOR shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.
9. INSPECTION and Audit of Records and access to Facilities.

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of CONTRACTOR or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State must confirm the identity and determine the exclusion status of CONTRACTOR, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of CONTRACTOR through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify the CONTRACTOR and take action consistent with § 438.610(c).

The State must ensure that CONTRACTOR with which the State contracts under this part is not located outside of the United States and that no claims paid by a CONTRACTOR to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

## INCIDENT REPORTING

### PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at <https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

- The reporting portal is available 24 hours a day, every day.
- Any employee of the CONTRACTOR can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the CONTRACTOR can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the CONTRACTOR's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.
- Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the DBH's Guiding Principles of Care Delivery and wellness of the workforce, CONTRACTOR shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to DBH.

Questions about incident reporting, how to use the incident reporting portal, or designating/changing the name of the administrator who will review incidents for the CONTRACTOR should be emailed to [DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov) and the assigned contract analyst.



## Mental Health Plan (MHP) and Substance Use Disorder (SUD) services Incident Reporting System

### INCIDENT REVIEWER ROLE – User Guide

Fresno County Department of Behavioral Health (DBH) requires all of its county-operated and contracted providers (through the Mental Health Plan (MHP) and Substance Use Disorder (SUD) services) to complete a written report of any incidents compromising the health and safety of persons served, employees, or community members.

Yes! Incident reports will now be made through an on online reporting portal hosted by Logic Manager. It's an easier way for any employee to report an incident at any time. A few highlights:

- No supervisor signature is immediately required.
- Additional information can be added to the report by the program supervisor/manager without having to resubmit the incident.
- When an incident is submitted, the assigned contract analyst, program supervisor/manager, clinical supervisor and the DBHIncidentReporting mailbox automatically receives an email notification of a new incident and can log in any time to review the incident. Everything that was on the original paper/electronic form matches the online form.
- Do away with submitting a paper version with a signature.
- This online submission allows for timely action for the health and safety of the persons-served, as well as compliance with state reporting timelines when necessary.

As an Incident Reviewer, the responsibility is to:

- Log in to Logic Manager and review incident submitted within 48 hours of notification of incident.
- Review incident for clarity, missing information and add in additional information deemed appropriate.
- Notify [DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov) if there is additional information to be report after initial submission
- Contact [DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov) if there are any concerns, questions or comments with Logic Manager or incident reporting.

#### ***Below is the link to report incidents***

<https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

The link will take employees to the reporting screen to begin incident submission:

## Incident Report

Please complete this form

### Client Information

Name of Facility\*

Select option

Name of Reporting Party\*

Enter text

Facility Address\*

Enter text

Facility Phone Number\*

Enter text

Mental Health or Substance Use Disorder Program?\*

Select option

Client First Name\*

Enter text

Client Last Name\*

Enter text

Enter text

Client Date of Birth

mm/dd/yyyy

Client Address

Enter text

Client ID

Enter text

Gender\*

Select option

County of Origin\*

Select option

### Summary

Subject @

Enter text

Incident (check all that apply)\*

Select option(s)

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Enter text

Description of the incident\*

Enter text

Similar to the paper version, multiple incident categories can be selected

Enter text

Incident (check all that apply)\*

Medical Emergency ✕ | Death of Client ✕ |

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

Violence/Abuse/Assault (toward others, client and/or property)

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

mm/dd/yyyy

← → ↻ 🏠 [fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdd5072bb1864cdee4d3d6e](https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdd5072bb1864cdee4d3d6e)

Date of Incident\*

mm/dd/yyyy

Time of Incident\*

Enter text

Location of Incident\*

Enter text

Key People Directly Involved in Incident (witnesses, staff)\*

Enter text

Did the Injured Party seek Medical Attention?

Select option

Attach any additional details

 [Add File](#) or Drop File Here

Reported By Name\*

Enter text

Reported By Email\*

Enter text

Reported On

10/30/2019

As another bonus feature, either drag files (such as a copy of a UOR, additional statements/document) or click on Add File to upload a file.

Reported By Name\*

Enter text

Reported By Email\*

Enter text

Reported On

10/30/2019

Follow Up

Action Taken (check all that apply)\*

Select option(s)

Please specify if other

Enter text

Description of Action Taken\*

Enter text

Outcome\*

Enter text

SUBMIT

Similar to the paper version, multiple Action Taken categories can be selected.

Follow Up

Action Taken (check all that apply)\*

Law Enforcement Contacted × Called 911/EMS ×

Consulted with Physician

First Aid/CPR Administered

Client removed from building

Parent/Legal Guardian Contacted

Other

When done entering all the information, simply click submit.

Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

Outcome\*

Enter text

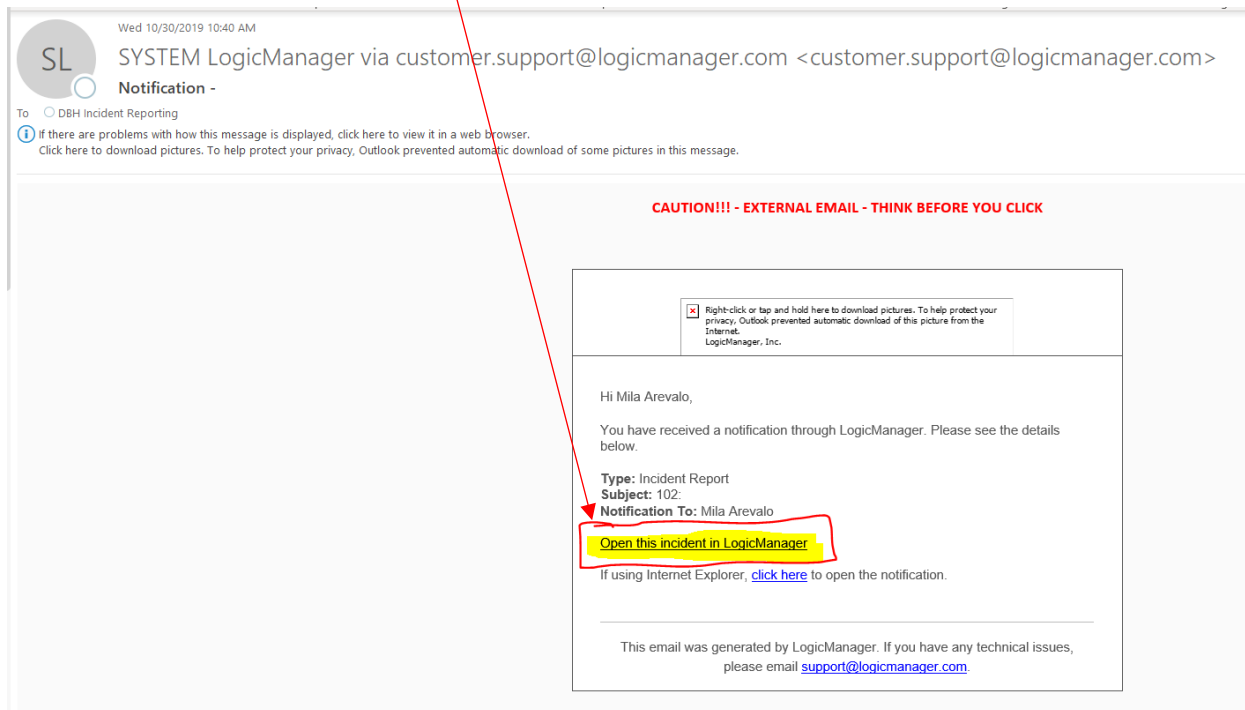
SUBMIT

A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.

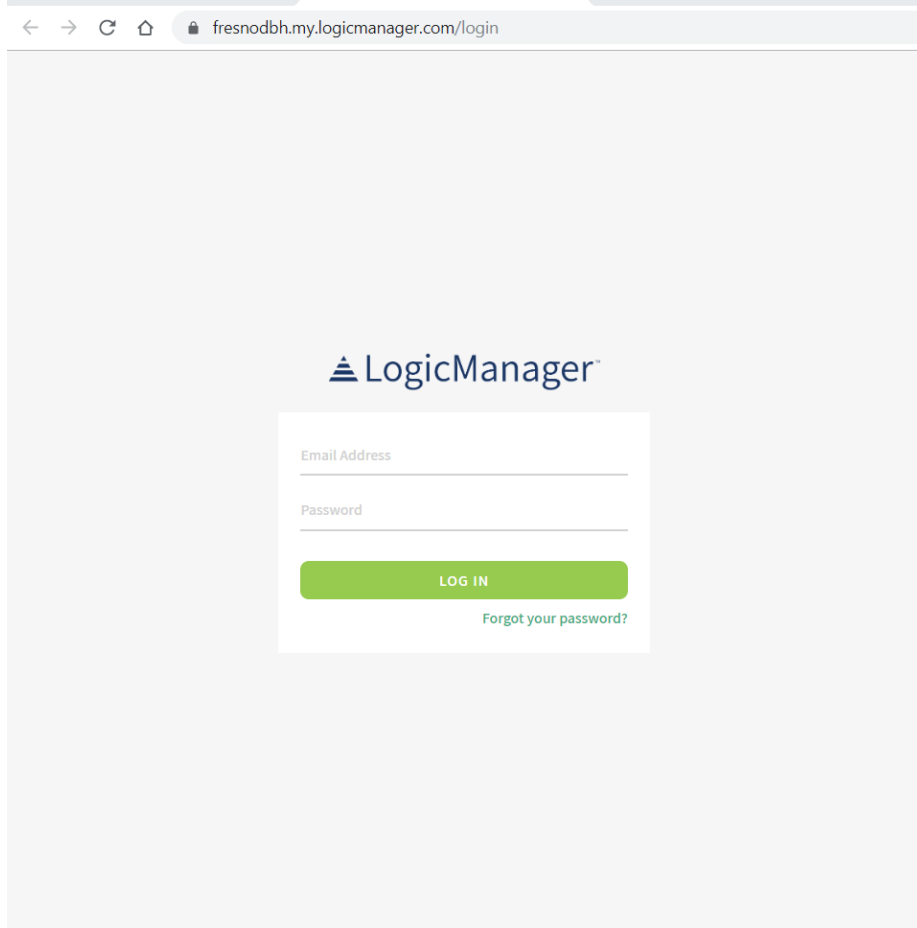
Thank you for your submission!

RELOAD THE FORM

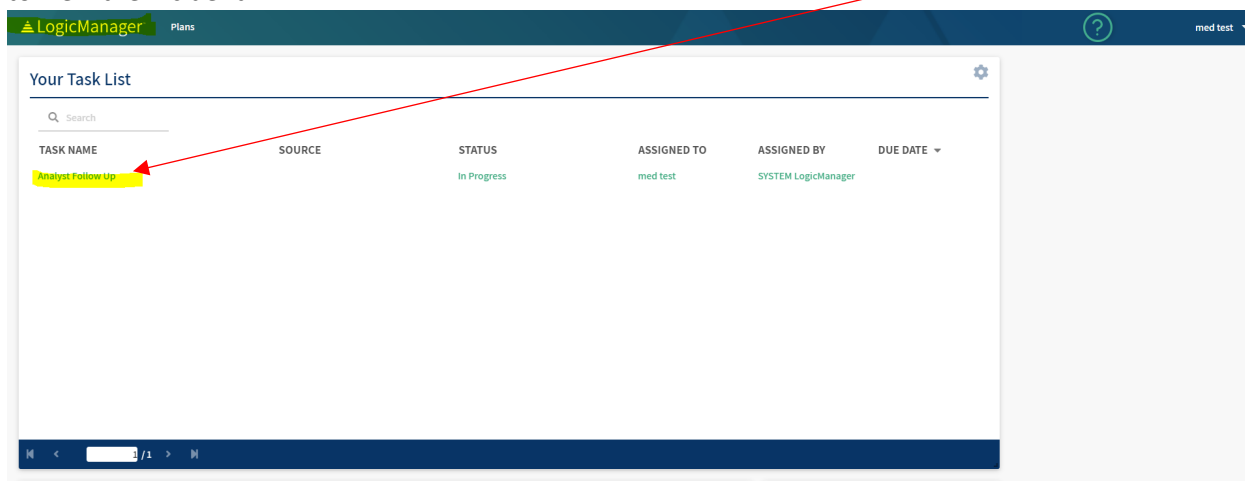
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.



Enter in email address and password. First time users will be prompted to set up a password.



Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



This screen below will then pop up. There are 5 tabs to navigate through. **Client information** will show the client and facility information. No edits can be made to this section.



**Analyst Follow Up** [Close]

Task Details **Client Information** Summary Follow Up Documents

Name of Facility\* [Text Area]  
AA TEST FACILITY AA

Name of Reporting Party\* [Text Area]  
v

Facility Address\* [Text Area]  
v

Facility Phone Number\* [Text Area]  
v

Mental Health or Substance Use Disorder Program\* [Text Area]  
Mental Health

Client First Name\* [Text Area]  
v

Client Last Name\* [Text Area]  
v

Client Middle Initial [Text Area]  
v

Task ID: 313 Source: 103: null

Navigation: << < 2 > >>

Buttons: CANCEL SAVE SUBMIT

The next tab is **Summary**: No edits can be made to this section.

**Analyst Follow Up** [Close]

Task Details Client Information **Summary** Follow Up Documents

Subject [Text Area]  
Enter text

Incident (check all that apply)\*  
Death of Client [X]

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):  
Enter text

Description of the Incident\*  
[Rich Text Editor]

Date of Incident\*  
10/30/2019

Time of Incident\*  
f

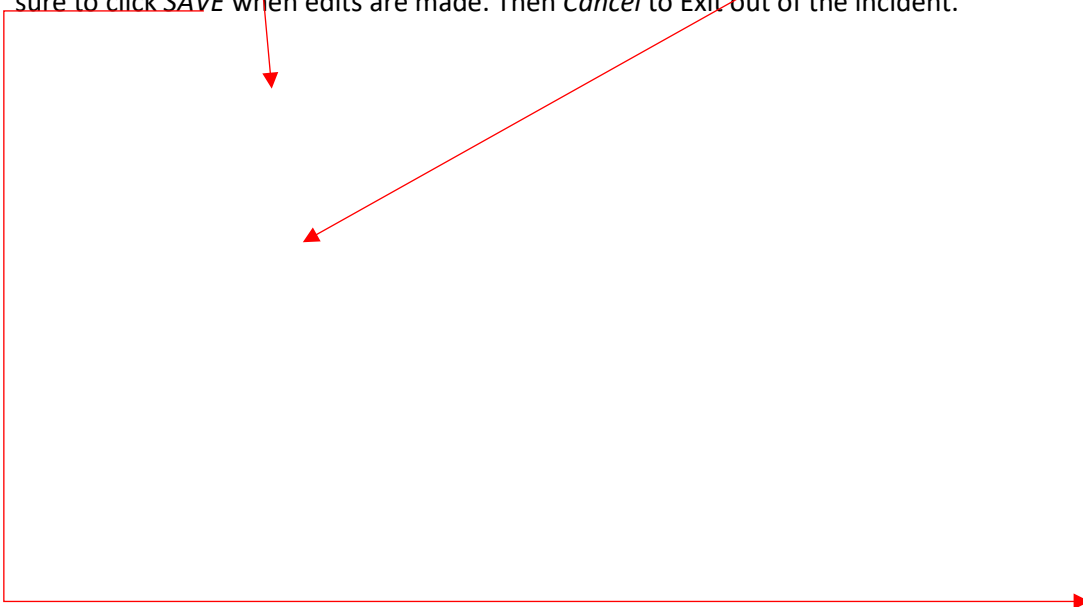
Location of Incident\*  
f

Task ID: 313 Source: 103: null

Navigation: << < 3 > >>

Buttons: CANCEL SAVE SUBMIT

The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then *Cancel* to Exit out of the incident.



## Analyst Follow Up ✕

Task Details Client Information Summary Follow Up Documents

Action Taken (check all that apply)\*

Law Enforcement Contacted ✕

Please specify if other

Enter text

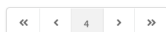
Description of Action Taken\*

f

Outcome\*

f  
added information  
cause of death - cancer per coroner 10-31-19

Task ID: 313 Source: 103: null



CANCEL SAVE SUBMIT

The next tab is **Documents**: View and add attachments to the incident. Be sure to click **SAVE** when adding documents. Then *Cancel* to Exit out of the incident.

## Analyst Follow Up ✕

Task Details Client Information Summary Follow Up Documents

Search



Add Document ▼

Name	Type	Source	Upload Date	Uploaded By
------	------	--------	-------------	-------------



No documents yet.  
Drop files here or click on the Add Document dropdown.

Task ID: 313 Source: 103: null



CANCEL SAVE SUBMIT

If all tasks are followed up with and the incident no longer needs further review/information, click **SUBMIT**. Once submitted, the incident will be removed from the task list and no further edits can be made. Notice the **SUBMIT** button is on every tab. If further information needs to be included, email

[DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov)

To get back to the home view, click on the Logic Manager icon at any time. Any incidents that still need review will show on this screen, click on the next incident and start the review process again.

The screenshot displays the 'Your Task List' interface in the Logic Manager application. The header bar contains the 'LogicManager' logo, the word 'Plans', a search icon, a help icon, and the user name 'med test'. Below the header, the 'Your Task List' section features a search bar and a table with the following columns: TASK NAME, SOURCE, STATUS, ASSIGNED TO, ASSIGNED BY, and DUE DATE. A single task is listed: 'Analyst Follow Up' (highlighted in yellow), with a status of 'In Progress', assigned to 'med test', and assigned by 'SYSTEM LogicManager'. The bottom of the interface shows a navigation bar with a back arrow, a page indicator '1 / 1', and a forward arrow.

## **Fresno County Mental Health Plan**

### **Grievances**

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 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 90 calendar days of the date of the receipt of the non-approval of payment.

The MHP shall have 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 a Managed Care staff who was 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 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 60 calendar days of receipt of the complaint. The decision rendered by the MHP is final.

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

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

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

**CERTIFICATION**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

## SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

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



# Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

**Section: Administration**

**Effective Date: 05/30/2017**

**Revised Date: 05/30/2017**

**Policy Title: Performance Outcome Measures**

Approved by: Dawan Utecht (Director of Behavioral Health), Francisco Escobedo (Sr. Staff Analyst - QA), Kannika Toonnachat (Division Manager - Technology and Quality Management)

**POLICY:**

It is the policy of Fresno County Department of Behavioral Health and the Fresno County Mental Health Plan (FCMHP) to ensure procedures for developing performance measures which accurately reflect vital areas of performance and provide for systematic, ongoing collection and analysis of valid and reliable data. Data collection is not intended to be an additional task for FCMHP programs/providers but rather embedded within the various non-treatment, treatment and clinical documentation.

**PURPOSE:**

To determine the effectiveness and efficiency of services provided by measuring performance outcomes/results achieved by the persons served during service delivery or following service completion, delivery of service, and of the individuals' satisfaction. This is a vital management tool used to clarify goals, document the efforts toward achieving those goals, and thus measure the benefit the service delivery to the persons served. Performance measurement selection is part of the planning and developing process design of the program. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals.

**REFERENCE:**

California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a)(1): State Oversight

DHCS Service, Administrative and Operational Requirements

Mental Health Services Act (MHSA), California Code of Regulations, Title 9, Section 3320, 3200.050, and 3200.120

Commission on Accreditation of Rehabilitation Facilities (CARF)

**DEFINITIONS:**

- Indicator:** Qualitative or quantitative measure(s) that tell if the outcomes have been accomplished. Indicators evaluate key performance in relation to objectives. It indicates what the program is accomplishing and if the anticipated results are being achieved.

**MISSION STATEMENT**

*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.*

*Template Review Date 3/28/16*



# Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

## Policy Title: Performance Outcome Measures

2. **Intervention:** A systematic plan of action consciously adapted in an attempt to address and reduce the causes of failure or need to improve upon system.
3. **Fresno County Mental Health Plan (FCMHP):** Fresno County's contract with the State Department of Health and Human Services that allows for the provision of specialty mental health services. Services may be delivered by county-operated programs, contracted organizational, or group providers.
4. **Objective (Goal):** Intended results or the impact of learning, programs, or activities.
5. **Outcomes:** Specific results or changes achieved as a consequence of the program or intervention. Outcomes are connected to the objectives/goals identified by the program or intervention.

### PROCEDURE:

- I. Each FCMHP program/provider shall engage in measurement of outcomes in order to generate reliable and valid data on the effectiveness and efficiency of programs or interventions. Programs/providers will establish/select objectives (goals), decide on a methodology and timeline for the collection of data, and use an appropriate data collection tool. This occurs during the program planning and development process. Outcomes should be in alignment with the program/provider goals.
- II. Outcomes should be measurable, obtainable, clear, accurately reflect the expected result, and include specific time frames. Once the measures have been selected, it is necessary to design a way to gather the information. For each service delivery performance indicator, FCMHP program/provider shall determine: to whom the indicator will be applied; who is responsible for collecting the data; the tool from which data will be collected; and a performance target based on an industry benchmark, or a benchmark set by the program/provider.
- III. Performance measures are subject to review and approval by FCMHP Administration.
- IV. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals. Annually, each FCMHP program/provider must measure service delivery performance in each of the areas/domains listed below. Dependent on the program/provider service deliverables, exceptions must be approved by the FCMHP Administration.



## Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

### Policy Title: Performance Outcome Measures

- a. Effectiveness of services – How well programs performed and the results achieved. Effectiveness measures address the quality of care through measuring change over time. Examples include but are not limited to: reduction of hospitalization, reduction of symptoms, employment and housing status, and reduction of recidivism rate and incidence of relapse.
  - b. Efficiency of services – The relationship between the outcomes and the resources used. Examples include but are not limited to: service delivery cost per service unit, length of stay, and direct service hours of clinical and medical staff.
  - c. Services access – Changes or improvements in the program/provider's capacity and timeliness to provide services to those who request them. Examples include but are not limited to: wait/length of time from first request/referral to first service or subsequent appointment, convenience of service hours and locations, number of clients served by program capacity, and no-show and cancellation rates.
  - d. Satisfaction and feedback from persons served and stakeholders– Changes or increased positive/negative feedback regarding the experiences of the persons served and others (families, referral sources, payors/guarantors, etc.). Satisfaction measures are usually oriented toward clients, family members, personnel, the community, and funding sources. Examples include but are not limited to: did the organization/program focus on the recovery of the person served, were grievances or concerns addressed, overall feelings of satisfaction, and satisfaction with physical facilities, fees, access, service effectiveness, and efficiency.
- V. Each FCMHP program/provider shall use the following templates to document the defined goals, intervention(s), specific indicators, and outcomes.
1. FCMHP Outcome Report template (see Attachment A)
  2. FCMHP Outcome Analysis template (see Attachment C)

## FRESNO COUNTY MENTAL HEALTH PLAN

## OUTCOMES REPORT- Attachment A

### PROGRAM INFORMATION:

**Program Title:** Click here to enter text.  
**Program Description:** Click here to enter text.

**Provider:** Click here to enter text.  
**MHP Work Plan:** Choose an item.  
Choose an item.  
Choose an item.

**Age Group Served 1:** ADULT  
**Age Group Served 2:** Choose an item.  
**Funding Source 1:** Choose an item.  
**Funding Source 2:** Choose an item.

**Dates Of Operation:** Click here to enter text.  
**Reporting Period:** Choose an item.  
**Funding Source 3:** Choose an item.  
**Other Funding:** Click here to enter text.

### FISCAL INFORMATION:

**Program Budget Amount:** Click here to enter text.  
**Number of Unique Clients Served During Time Period:** 0  
**Number of Services Rendered During Time Period:** Click here to enter text.  
**Actual Cost Per Client:** 0

**Program Actual Amount:** 0

### CONTRACT INFORMATION:

**Program Type:**  
**Contract Term:** Click here to enter text.

**Type of Program:**  
**For Other:** Click here to enter text.  
**Renewal Date:** Click here to enter text.

**Level of Care Information Age 18 & Over:** Choose an item.

**Level of Care Information Age 0- 17:** Choose an item.

### TARGET POPULATION INFORMATION:

**Target Population:** Click here to enter text.

## FRESNO COUNTY MENTAL HEALTH PLAN

## OUTCOMES REPORT- Attachment A

### CORE CONCEPTS:

- **Community collaboration:** individuals, families, agencies, and businesses work together to accomplish a shared vision.
- **Cultural competence:** adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
- **Individual/Family-Driven, Wellness/Recovery/Resiliency-Focused Services:** adult clients and families of children and youth identify needs and preferences that result in the most effective services and supports.
- **Access to underserved communities:** Historically unserved and underserved communities are those groups that either have documented low levels of access and/or use of mental health services, face barriers to participation in the policy making process in public mental health, have low rates of insurance coverage for mental health care, and/or have been identified as priorities for mental health services.
- **Integrated service experiences:** services for clients and families are seamless. Clients and families do not have to negotiate with multiple agencies and funding sources to meet their needs.

**Please select core concepts embedded in services/ program:**

*(May select more than one)*

Choose an item.

Choose an item.

Choose an item.

Choose an item.

**Please describe how the selected concept (s) embedded :**

Click here to enter text.

### PROGRAM OUTCOME & GOALS

- **Must include each of these areas/domains:** (1) Effectiveness, (2) Efficiency, (3) Access, (4) Satisfaction & Feedback Of Persons Served & Stakeholder
- **Include the following components for documenting each goal:** (1) Indicator, (2) Who Applied, (3) Time of Measure, (4) Data Source, (5) Target Goal Expectancy

Click here to enter text.

### DEPARTMENT RECOMMENDATION(S):

Click here to enter text.

## FRESNO COUNTY MENTAL HEALTH PLAN

### Outcomes Analysis

### Attachment C

Name of Program:

[Click here to enter text.](#)

What is the Program/Contract Goals?

[Click here to enter text.](#)

Program Type: \_\_\_\_\_

Type of Program: **Other, please specify below**

**Other:** [Click here to enter text.](#)

#### CLINICAL INFORMATION:

Does the Program Utilize Any of the Following? *(May select more than one)*

[Evidence Informed Practice](#)

[Best Practice](#)

[Evidence Based Practice](#)

**Other:** [Click here to enter text.](#)

**Please Describe:** [Click here to enter text.](#)

#### OUTCOMES

What Outcome Measures Are Being Used? [Click here to enter text.](#)

What Outcome Measures/Functional Variables Could Be Added to Better Explain the Program's Effectiveness? [Click here to enter text.](#)

Describe the Program's **analysis** (i.e. have the program/contract goals been met? Number served, waiting list, wait times, budget to volume, etc.): [Click here to enter text.](#)

What Barriers Prevent the Program from Achieving Better Outcomes? [Click here to enter text.](#)

What Changes to the Program Would You Recommend to Improve the outcomes ? [Click here to enter text.](#)

#### For Committee Use Only:

**Recommendations: do include a conclusion and a to-do list with action items**

[Click here to enter text.](#)

<b>Vendor:</b>	<b>Contract#</b>	<b>Contact Person</b>	<b>Contact#</b>

**Fixed Asset and Sensitive Item Tracking**

Example Example

Item	Make/Brand	Model	Serial #	Fixed Asset	Sensitive Item	Date Requested (If Fixed Asset)	Date Approved (If Fixed Asset)	Purchase Date	Location	Condition	Fresno County Inventory Number	Cost
Copier	Canon	27CRT	9YHJY65R	x		3/27/2008	4/1/2008	4/10/2008	Heritage	New		\$6,500.00
DVD Player	Sony	DV2230	PXC4356A		x	n/a	n/a	4/1/2008	Heritage	New		\$450.00
Date Prepared:												
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												

Date Received: \_\_\_\_\_

**FIXED ASSET AND SENSITIVE ITEM TRACKING**

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