

## AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of December, 2016, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and CENTRO LA FAMILIA ADVOCACY SERVICES, whose address is 302 Fresno Street, Fresno, California, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), Prevention and Early Intervention (PEI) component of the Mental Health Services Act (MHSA), and through input from the community stakeholder process, recognizes the need to provide Consumer/Family Advocacy services, as specified in this Agreement and as part of Fresno County's approved State PEI Plan, to help reduce stigma and discrimination against mental illness by the provision of Consumer/Family Advocacy services and coordination of supportive collaborations, including support, education, and empowerment to clients and their families; and

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

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

## 1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY'S Request for Proposal (RFP) No. 17-013 dated August 31, 2016, Addendum No. One (1) to COUNTY's RFP No. 17-013 dated September 19, 2016 (hereinafter collectively referred to as COUNTY'S Revised RFP No. 17-013), and CONTRACTOR's response to Revised RFP No. 17-013 dated October 5, 2016, all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order: 1) to this Agreement, including all exhibits and all amendments thereto, 2) to the Revised RFP No. 13-013, and 3) to CONTRACTOR's response to the Revised RFP No. 13-013. A copy of COUNTY's Revised RFP No. 17-013 and CONTRACTOR's

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1 response thereto shall be retained and made available during the term of this Agreement by  
2 COUNTY's Department of Behavioral Health (DBH) Contracts Division.

3 B. CONTRACTOR shall perform all services and fulfill all responsibilities as set  
4 forth in Exhibit A "Scope of Work" attached hereto and incorporated herein by this reference.

5 **2. TERM**

6 This term of this Agreement shall become effective on the first day of January, 2017,  
7 through and including the 30<sup>th</sup> day of June, 2019. This Agreement may be extended for two (2)  
8 additional consecutive twelve (12) month periods upon written approval of both parties no later than  
9 thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director or  
10 his or her designee is authorized to execute such written approval on behalf of COUNTY based on  
11 CONTRACTOR's satisfactory performance.

12 **3. TERMINATION**

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

17 B. Breach of Contract – COUNTY may immediately suspend or terminate this  
18 Agreement in whole or in part, where in the determination of COUNTY there is:

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

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



promptly refund any such funds upon demand or at COUNTY's option; such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

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

#### 4. COMPENSATION

A. The maximum contract amount under this Agreement for the initial six-month term (January 1, 2017 through June 30, 2017), shall not exceed Fifty-Six Thousand Seven Hundred Eighty-Four and No/100 Dollars (\$56,784.00) as set forth in the Budget, attached hereto as Exhibit C and incorporated herein by reference. The maximum contract amount under this Agreement for each twelve-month term (July 1, 2017 through June 30, 2018; July 1, 2018 through June 30, 2019) and each twelve-month extended term (July 1, 2019 through June 30, 2020; and July 1, 2020 through June 30, 2021) shall not exceed One Hundred Thirteen Thousand Five Hundred Sixty-Eight and No/100 Dollars (\$113,568.00) as set forth in the Exhibit C.

B. In no event shall the maximum compensation amount under this Agreement for all terms combined (January 1, 2017 through June 30, 2021) exceed Five Hundred Eleven Thousand Fifty-Six and No/100 Dollars (\$511,056.00).

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

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

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

4 F. All final invoices and/or any final budget modification requests shall be  
5 submitted by CONTRACTOR within sixty (60) days following the final month of services for which  
6 payment is claimed. No action shall be taken by COUNTY on invoices submitted beyond the sixty  
7 (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to  
8 the terms and conditions of this Agreement shall automatically revert to COUNTY.

9 G. The services provided by CONTRACTOR under this Agreement are funded in  
10 whole or in part by the State of California. In the event that funding for these services is delayed by  
11 the State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred  
12 payment shall not exceed the amount of funding delayed by the State Controller to COUNTY. The  
13 period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's  
14 delay of payment to COUNTY plus forty-five (45) days.

15 **5. INVOICING**

16 A. CONTRACTOR shall provide invoices as described below to COUNTY by the  
17 tenth (10<sup>th</sup>) day of each month for the prior month's expenditures, to [DBHInvoices@co.fresno.ca.us](mailto:DBHInvoices@co.fresno.ca.us).  
18 Invoices and reports shall be in such detail as acceptable to COUNTY's DBH, as described in Section  
19 Five (5) and in Section Twelve (12) of the Agreement. Additionally, invoices and supporting  
20 documentation may be mailed to 3133 North Millbrook, Fresno, CA 93703, Attention:  
21 Consumer/Family Advocacy Contract Analyst. No reimbursement for services shall be made until the  
22 invoice and report is received, verified and approved by COUNTY's DBH.

23 B. At the discretion of COUNTY's DBH Director, or designee, if an invoice is  
24 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee,  
25 shall have the right to withhold payment as to only that portion of the invoice that is incorrect or  
26 improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to  
27 provide services for a period of ninety (90) days after notification of an incorrect or improper invoice.  
28 If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY DBH's satisfaction,



COUNTY's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the termination provisions stated in Section Three (3) of this Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this Agreement or termination of this Agreement, at the discretion of COUNTY's DBH Director, or designee, COUNTY's DBH shall have the right to deny payment of any additional invoices received.

C. CONTRACTOR shall provide a monthly activity report with each invoice, further described in Section Twelve (12). In addition each monthly invoice will be in the format as identified in Exhibit C, showing each budget line item, expenses incurred, and the balance remaining for each budget line item for all services and items as identified in Exhibit C.

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

E. CONTRACTOR must attend COUNTY DBH's Business Office training on equipment reporting for assets, intangible and sensitive minor assets.

## **6. INDEPENDENT CONTRACTOR**

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

Because of its status as an independent contractor, CONTRACTOR shall have

absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

**7. MODIFICATION**

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

Notwithstanding the above, changes to services as needed to accommodate changes in the law relating to mental health and substance use disorder treatment, as set forth in Exhibit A, may be made with the signed written approval of COUNTY's DBH Director or designee and CONTRACTOR through an amendment approved by County Counsel and Auditor. Changes to line items in the budget, attached hereto as Exhibit C, as appropriate, that do not exceed 10% of CONTRACTOR's program total maximum compensation payable to CONTRACTOR, may be made with the written approval of COUNTY's DBH Director or designee and CONTRACTOR. Changes to the line items in the budget that exceed 10% of the maximum compensation payable to the CONTRACTOR may be made with the signed written approval of COUNTY's DBH Director, or his or her designee through an amendment approved by County Counsel and Auditor. Said budget line item changes shall not result in any change to the individual CONTRACTOR's program maximum compensation amount payable to CONTRACTOR, as stated herein.

**8. NON-ASSIGNMENT**

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

**9. HOLD-HARMLESS**

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents and employees from any and all costs and expenses, including



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

7 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or  
8 local audit exceptions resulting from noncompliance herein on the part of CONTRACTOR.

9 **10. INSURANCE**

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

13 A. Commercial General Liability

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

19 B. Automobile Liability

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

25 C. Professional Liability

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

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1           D.   Real and Property Insurance

2           CONTRACTOR shall maintain a policy of insurance for all risk personal  
3           property coverage which shall be endorsed naming the County of Fresno as an  
4           additional loss payee. The personal property coverage shall be in an amount that  
5           will cover the total of COUNTY purchase and owned property, at a minimum, as  
6           discussed in Section Nineteen (19) of this Agreement.

7           E.   All Risk Property Insurance

8           CONTRACTOR will provide property coverage for the full replacement value of  
9           the COUNTY's personal property in possession of CONTRACTOR and/or used  
10          in the execution of this Agreement. COUNTY will be identified on an  
11          appropriate certificate of insurance as the certificate holder and will be named as  
12          an Additional Loss Payee on the Property Insurance Policy.

13          F.   Worker's Compensation

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

16          G.   Child Abuse/Molestation and Social Services Coverage

17          CONTRACTOR shall have either separate policies or umbrella policy with  
18          endorsements covering Child Abuse/Molestation and Social Services Liability  
19          coverage or have a specific endorsement on their General Commercial liability  
20          policy covering Child Abuse/Molestation and Social Services Liability. The  
21          policy limits for these policies shall be \$1,000,000 per occurrence with a  
22          \$2,000,000 annual aggregate. The policies are to be on a per occurrence basis.

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

31                Within thirty (30) days from the date CONTRACTOR signs this Agreement,  
32                CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the



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

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

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

#### 18 **11. LICENSES/CERTIFICATES**

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

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1           **12.    REPORTS**

2               A.    Activity Reports

3                       CONTRACTOR shall submit to COUNTY's DBH by the 10<sup>th</sup> of each month all  
4 monthly activity and budget reports for the preceding month.

5               B.    Additional Reports

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

13           **13.    MONITORING**

14                       CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director and  
15 the State Department of Mental Health, or their designees, the right to review and monitor records,  
16 programs or procedures, at any time, in regard to clients, as well as the overall operation of  
17 CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this  
18 Agreement.

19           **14.    REFERENCES TO LAWS AND RULES**

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

23           **15.    COMPLIANCE WITH STATE REQUIREMENTS**

24                       CONTRACTOR recognizes that COUNTY operates its mental health programs under  
25 an agreement with the State of California Department of Mental Health, and that under said agreement  
26 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall  
27 adhere to all State requirements, including those identified in Exhibit D "State Mental Health  
28 Requirements", attached hereto and by this reference incorporated herein.



1           **16. CONFIDENTIALITY**

2           All services performed by CONTRACTOR under this Agreement shall be in strict  
3 conformance with all applicable Federal, State of California and/or local laws and regulations relating  
4 to confidentiality, including all Health Insurance Portability Accounting Act (HIPAA) regulations.

5           **17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

6           COUNTY and CONTRACTOR each consider and represent themselves as covered  
7 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public  
8 Law 104-191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required  
9 by law. COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is only  
10 for treatment, payment, and health care operations.

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

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

20           **18. DATA SECURITY**

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

27           A.   **CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices**

28           CONTRACTOR may not connect to COUNTY networks via personally-owned

mobile, wireless or handheld devices, unless the following conditions are met:

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

B. CONTRACTOR-Owned Computers or Computer Peripherals

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

C. COUNTY-Owned Computer Equipment

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

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

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

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

G. CONTRACTOR is responsible to immediately notify COUNTY of any



violations, breaches or potential breaches of security related to COUNTY's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.

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

#### 19. PROPERTY OF COUNTY

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

For COUNTY purposes, fixed assets must fulfill three qualifications:

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

<u>Asset type</u>	<u>Threshold</u>
• land	\$0
• buildings and improvements	\$100,000
• infrastructure	\$100,000
• tangible	\$5,000
○ equipment	
○ vehicles	
• intangible asset	\$100,000
○ Internally generated software	
○ Purchased software	
○ Easements	
○ Patents	
• capital lease equipment	\$5,000

1 Qualified fixed asset equipment is to be reported and approved by COUNTY. If  
2 it is approved and identified as an asset it will be tagged with a COUNTY program number. A "Fixed  
3 Asset Log", attached hereto as Exhibit E and by this reference incorporated herein, will be maintained  
4 by COUNTY's Asset Management System and inventoried annually until the asset is fully  
5 depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be inventoried  
6 in comparison to COUNTY's DBH Asset Inventory System.

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

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

20 CONTRACTOR further agrees to the following:

- 21 1) To maintain all items of equipment in good working order and condition,  
22 normal wear and tear is expected;
- 23 2) To label all items of equipment with COUNTY assigned program  
24 number, to perform periodic inventories as required by COUNTY and to  
25 maintain an inventory list showing where and how the equipment is being  
26 used, in accordance with procedures developed by COUNTY. All such  
27 lists shall be submitted to COUNTY within ten (10) days of any request  
28 therefore; and



1                   3)     To report in writing to COUNTY immediately after discovery, the lost or  
2                             theft of any items of equipment. For stolen items, the local law  
3                             enforcement agency must be contacted and a copy of the police report  
4                             submitted to COUNTY.

5                   D.     The purchase of any equipment by CONTRACTOR with funds provided  
6 hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of  
7 this Agreement as appropriate, and must be directly related to CONTRACTOR's services or activity  
8 under the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs  
9 resulting from equipment purchased, which are incurred by CONTRACTOR, if prior written approval  
10 has not been obtained from COUNTY.

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

21               **20.     NON-DISCRIMINATION**

22                   During the performance of this Agreement, CONTRACTOR shall not unlawfully  
23 discriminate against any employee or applicant for employment, or recipient of services, because of  
24 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical  
25 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,  
26 sexual orientation, or military or veteran status, pursuant to all applicable State and Federal statutes  
27 and regulations.

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1           **21.     CULTURAL COMPETENCY**

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

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

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

14          C.     CONTRACTOR shall not use minors as interpreters.

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

26          E.     In compliance with the State mandated Culturally and Linguistically Appropriate  
27 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to  
28 COUNTY for approval, within 60 days from date of contract execution, CONTRACTOR's plan to



1 address all fifteen national cultural competency standards as set forth in the "National Standards on  
2 Culturally and Linguistically Appropriate Services (CLAS)"  
3 (<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>). COUNTY's annual on-site review  
4 of CONTRACTOR shall include collection of documentation to ensure all national standards are  
5 implemented. As the national competency standards are updated, CONTRACTOR's plan must be  
6 updated accordingly.

## 7 **22. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

## 25 **23. SINGLE AUDIT CLAUSE**

26 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars  
27 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to  
28 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth

1 in Office of Management and Budget (OMB) Circular A-133. CONTRACTOR shall submit said  
2 audit and management letter to COUNTY. The audit must include a statement of findings or a  
3 statement that there were no findings. If there were negative findings, CONTRACTOR must include a  
4 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to  
5 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be  
6 delivered to COUNTY's DBH Business Office for review within nine (9) months of the end of any  
7 fiscal year in which funds were expended and/or received for the program. Failure to perform the  
8 requisite audit functions as required by this Agreement may result in COUNTY performing the  
9 necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said  
10 audit, or, may result in the inability of COUNTY to enter into future agreements with  
11 CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of  
12 CONTRACTOR.

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

26 C. CONTRACTOR shall make available all records and accounts for inspection by  
27 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the  
28 Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a



1 period of at least three (3) years following final payment under this Agreement or the closure of all  
2 other pending matters, whichever is later.

3 **24. COMPLIANCE**

4 CONTRACTOR agrees to comply with the COUNTY's Contractor Code of Conduct  
5 and Ethics and the COUNTY's Compliance Program in accordance with Exhibit F, attached hereto  
6 and incorporated herein by reference. Within thirty (30) days of entering into this Agreement with the  
7 COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents and subcontractors  
8 providing services under this Agreement certify in writing, that he or she has received, read,  
9 understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall  
10 ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing  
11 services under this Agreement shall certify in writing that he or she has received, read, understood,  
12 and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR understands that the  
13 promotion of and adherence to the Code of Conduct is an element in evaluating the performance of  
14 CONTRACTOR and its employees, agents and subcontractors.

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

26 **25. ASSURANCES**

27 In entering into this Agreement, CONTRACTOR certifies that it is not currently  
28 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care

1 Programs: that it has not been convicted of a criminal offense related to the provision of health care  
2 items or services; nor has it been reinstated to participation in the Federal Health Care Programs after  
3 a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to  
4 entering into a contract, that CONTRACTOR is ineligible on these grounds, COUNTY will remove  
5 CONTRACTOR from responsibility for, or involvement with, COUNTY's business operations related  
6 to the Federal Health Care Programs and shall remove such CONTRACTOR from any position in  
7 which CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by  
8 CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal  
9 Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR is  
10 reinstated into participation in the Federal Health Care Programs.

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

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

24 1) In the event the potential employee or subcontractor informs  
25 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible, or has been  
26 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR  
27 hires or engages such potential employee or subcontractor, CONTRACTOR will ensure that said  
28 ///



1 employee or subcontractor does no work, either directly or indirectly relating to services provided to  
2 COUNTY.

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

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

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

25                   2) Notwithstanding the above, COUNTY at its discretion may terminate this  
26 Agreement in accordance with Section 3 of this Agreement, or require adequate assurance (as defined  
27 by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of  
28 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to

COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY consumers.

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

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

## **26. PUBLICITY PROHIBITION**

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

## **27. COMPLAINTS**

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

Within ten (10) days after each incident or complaint affecting COUNTY-sponsored clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint,



1 investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or  
2 corrective action taken to resolve the complaint. In addition, CONTRACTOR shall inform  
3 every client of their rights as set forth in Exhibit G "MHSA Guidelines – Grievance and Incident  
4 Reporting", attached hereto and by this reference incorporated herein.

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

7 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent,  
8 or managed care entity 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 455.106(a)(1),(2),  
11 the following information must be disclosed by CONTRACTOR by completing Exhibit H,  
12 "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference  
13 incorporated herein and made part of this Agreement. CONTRACTOR shall submit this form to the  
14 Department of Behavioral Health within thirty (30) days of the effective date of this Agreement.  
15 Additionally, CONTRACTOR shall report any changes to this information within thirty five (35) days  
16 of occurrence by completing Exhibit H. Submissions shall be scanned pdf copies and are to be sent  
17 via email to [DBHAdministration@co.fresno.ca.us](mailto:DBHAdministration@co.fresno.ca.us) attention: Contracts Administration.

18 **29. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

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

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

- 24 1) Fraud or a criminal offense in connection with obtaining, attempting to  
25 obtain, or performing a public (federal, state, or local) transaction or  
26 contract under a public transaction;  
27 2) Violation of a federal or state antitrust statute;

28 ///

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

3                   4)     False statements or receipt of stolen property.

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

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

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

24           **30.     DISCLOSURE OF SELF-DEALING TRANSACTIONS**

25           This provision is only applicable if the CONTRACTOR is operating as a corporation (a  
26 for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR  
27 changes its status to operate as a corporation.

28           Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing



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

8 **31. AUDITS AND INSPECTIONS**

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

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

18 **32. NOTICES**

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

21 COUNTY

22 Director, Fresno County  
23 Department of Behavioral Health  
24 3133 N. Millbrook Ave.  
Fresno, CA 93703

CONTRACTOR

Director  
Centro La Familia Advocacy Services  
302 Fresno Street, Suite 102  
Fresno CA 93706

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

1           **33.    GOVERNING LAW**

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

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

6           **34.    ENTIRE AGREEMENT**

7           This Agreement, including all Exhibits, COUNTY's Revised RFP No. 17-013 and  
8 CONTRACTOR's Response constitutes the entire agreement between CONTRACTOR and  
9 COUNTY with respect to the subject matter hereof and supersedes all previous agreement  
10 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of  
11 any nature whatsoever unless expressly included in this Agreement.

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

3  
4 ATTEST:

5 CONTRACTOR

6 CENTRO LA FAMILIA ADVOCACY SERVICES COUNTY OF FRESNO

7  
8  
9 By: Bob Solis

By Earl B. [Signature]

Chairman, Board of Supervisors

10  
11  
12 Print Name: Bob Solis

Date: 12-13-16

13  
14 Title: Bob Solis, Chair

Chairman of Board, or President  
Or any Vice President

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

15  
16  
17 By: Linda Berman

18  
19 Print Name: Linda Berman

By Susan Bishop, Deputy

20  
21 Title: Chief Financial Officer

Date: 12-13-16

22 Secretary of Corporation, or  
23 Any Assistant Secretary, or  
24 Chief Financial Officer, or  
25 Any Assistant Treasurer

26  
27 Mailing Address:  
302 Fresno Street, Suite 102  
28 Fresno, CA 93706

PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED

1 APPROVED AS TO LEGAL FORM:  
2 DANIEL CEDERBORG, COUNTY COUNSEL

3  
4  
5 By:  \_\_\_\_\_  
6  
7  
8

9 APPROVED AS TO ACCOUNTING FORM:  
10 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/  
11 TREASURER-TAX COLLECTOR  
12  
13

14 By:  \_\_\_\_\_  
15  
16  
17

18 REVIEWED AND RECOMMENDED FOR  
19 APPROVAL:  
20  
21

22 By:  \_\_\_\_\_  
23 Dawan Utecht, Director  
24 Department of Behavioral Health  
25

26 Fund/Subclass 0001/10000  
27 Organization: 56304710  
28 Account/Program: 7294/0



Mental Health Services Act  
Consumer/Family Advocacy Services  
Scope of Work

Contractor: Centro La Familia Advocacy Services (CLFAS)  
302 Fresno St., Suite 102, Fresno, CA 93706

Contract Period: January 1, 2017 through June 30, 2019, with provision of two (2) twelve-month renewal periods thereafter

Contract Budget: \$56,784.00 first six-month term; \$113,568 annually thereafter

Target Population: Unserved and underserved children/youth, transitional age youth, adults, and older adults and their families residing in rural and metropolitan areas of Fresno County who may be experiencing a first break in mental illness or experiencing early onset of a crisis

Consumer/Family Advocacy Program

Provided in accordance with the Mental Health Services Act (MHSA) guidelines and principles, the Consumer/Family Advocacy program includes the provision of community-based behavioral health support and stigma reduction education services. In addition, outreach and training shall be provided to educate clients, families, and the community on: mental health, wellness and recovery; available support and treatment resources; and anti-stigma and suicide prevention. Program goals and objectives include educating and providing supports and services early in the manifestation of mental illness to address and alleviate the symptoms of mental illness before they worsen and trigger involvement with law enforcement, involuntary holds/services, or admission to emergency departments and/or the criminal justice system. In addition, the program shall facilitate and improve the relationships, service linkages, and mental health services between clients/families and County of Fresno, as well as other community providers.

Consumer/Family Advocate

Consumer/Family Advocate staff shall serve as client/family advocates fully devoted to the needs of clients/families in the community. Staff shall provide community-based responses and advocacy efforts in places where the unserved/underserved may frequent, such as in the home, community centers, and other gathering places throughout Fresno County. The Contractor shall develop a community identity, presence and effective engagement strategies that shall enable the staff to educate, advocate, train and respond to the behavioral health needs (mental health and substance use disorders) of culturally diverse individuals, families and groups. The Contractor may serve as a community representative in policy meetings and committees (Quality Improvement, Cultural Diversity, etc.), and in other community stakeholder settings, such as commissions, boards, and other provider agencies staff meetings. The Consumer/ Family Advocates shall work to develop and improve prevention and early intervention strategies with clients and families of clients who may be experiencing a first break in mental illness or experiencing early onset of a crisis.

Advocates shall provide mental health and wellness and recovery education to the family; assist the family and client in developing positive interaction skills and communication techniques; and help build resiliency in the family in an effort to prevent future mental health crisis.

The Contractor shall provide:

- Family/client engagement, referrals, linkages and warm handoffs, support services, crisis services, and follow-up services to ensure needs are addressed;
- Clear and comprehensive communication of services provided to the community and specifically to the Department of Behavioral Health and its contracted providers through deliberate and regular contacts, in-service trainings, meetings, etc.;
- Ongoing and thorough complaint/concern component, including review and analysis of quality improvement goals/objectives sought and achieved, protocols for processing complaints, appropriate responsiveness, follow-up, etc.;
- Family advocate training and family peer education on mental health and wellness, available community services and resources, anti-stigma and suicide prevention;
- Resource phone number for family/clients/providers to call for advocacy and support needs and services, including protocols for processing calls and coordinating services;
- Community/client/family education for all age groups, including but not limited to: mental health and wellness, stigma reduction, Mental Health First Aid and suicide prevention;
- Community resource collaboration and coordination in rural and metropolitan areas and cities of Fresno County;
- Outreach and community liaison services coordinated to ensure support services in rural and metropolitan areas and cities of Fresno County;
- Collaboration and coordination with Fresno County and other community service providers to enhance and expand awareness of, and access and linkages to available community resources and services; and
- Outreach, education and in-service presentations to other community providers regarding available services, and feedback on those services.

#### Reporting

The Contractor shall provide reports as requested by the County, including, but may not be limited to:



- Outcome Performance Measures - data collection and reporting, including client/family feedback on services, providers, policies and procedures. Data collection includes, but is not limited to: age group, race, ethnicity, primary language, numbers served (unique and repeat), gender at birth, current gender identity, sexual orientation, disability, Veteran's status, and duration of time untreated. Outcomes must be measurable and clearly identify the PEI program type, individual services, family services, liaison activities and outcomes of contacts and services. The Contractor shall utilize a computerized tracking system to collect, track and maintain performance measures and other relevant client data as required by MHSA PEI regulations effective October 6, 2015 ([http://mhsoac.ca.gov/sites/default/files/documents/2016-03/PEI\\_Final\\_Adopted\\_Oct\\_2015.pdf](http://mhsoac.ca.gov/sites/default/files/documents/2016-03/PEI_Final_Adopted_Oct_2015.pdf)). Indicators (and data source) are to be reported to the DBH Analyst on a monthly basis. See Program Outcomes below.
- Client and family member complaint/concern review process. This complaint review process would include the review of concerns related to client and stakeholder identified issues such as access to, and satisfaction with County mental health services and contracted services. The complaint/concern review process shall involve continued and active participation on Fresno County's Quality Improvement Council (QIC). Said complaint/concern review process shall include creating client/family member call logs, reporting mechanisms to the DBH, quality improvement recommendations and additional summaries/reports as needed to DBH designee(s). Informational material relevant to client/family member needs and perspective shall be provided to clients/family members.
- Monthly staffing reports identifying all staff by classification and FTE.
- Fixed Asset Log (Exhibit E) shall be submitted upon acquisition of fixed asset(s) and resubmitted each month there is an addition or deletion of a fixed asset, or upon request by County.
- Monthly expense and revenue invoice and relative General Ledger as described in Section Five (5) of this Agreement and in alignment with the Budget – Exhibit C.

#### Program Outcomes

Contractor shall meet or exceed the expectations for data collection and reporting of program outcomes as identified below and in this Contract. (Exhibit B)

#### **Scope of Work Component Snapshot**

<b>Component</b>	<b>Activity</b>	<b>Outcome</b>	<b>Measurement Tool</b>
<b>Family/Client Engagement</b>	Act as liaison between family/clients connecting them to appropriate mental health services that includes linkage, crisis intervention, support services, referrals and warm-hand offs. Conduct follow-ups	Increase family/client level of functioning, confidence and coping skills and reduce stigma/discrimination of mental health.	Case management, referral log, Needs Stressor Survey, Family Development Matrix, Outcome Comparison Tracking Sheet.

Component	Activity	Outcome	Measurement Tool
<b>Communication of Services</b>	to ensure needs were met. Provide education and information to community members, schools, clinics, community-based organizations, churches, Department of Behavioral Health and its contracted providers.	All individuals and organizations reached shall have knowledge and understanding of mental health issues to minimize stigma/discrimination, demystify myths and become aware of available resources/services to seek and receive assistance.	Sign-in sheets, Pre/Post Evaluations
<b>Complaint/Concerns</b>	Monitor complaint/concerns regarding access to and satisfaction with mental health services using established process.	Family/client shall be provided a secure and confidential process to voice their concerns and issues and receive resolutions to their complaints.	Complaint Review Form
<b>Family Advocate Training and Family Peer Education</b>	Consumer Family Advocates shall participate in Family Advocacy Training focusing on holistic, culturally sensitive mental health service delivery.  Act as liaisons for family/clients connecting them to County professional staff and other mental health services.	Family/clients shall receive effective, culturally sensitive mental health services.  Stabilize situation by linking family/clients to appropriate resources and ensure family/client progress.	Sign-In Sheets with topic, Referral log.
<b>Resource Phone Number</b>	Family/clients have access to CLFA, Department of Behavioral Health, and other mental health services.	Family/clients utilize CLFA to connect with mental health services. All linkages shall be tracked and ensure warm handoff made.	Case management, referral log.
<b>Community/client/family education</b>	Provide community outreach and public speaking to increase public awareness on the impact of mental illness.	Consumers and family members shall increase awareness of mental health issues to minimize stigma/discrimination, and increase familial support and coping skills through outreach and presentations.	Sign-in sheets, Pre/Post Evaluation
<b>Community Resource Collaboration and Coordination</b>	Collaborate and coordinate resources in urban and rural communities in Fresno County.	Demonstrate increased knowledge of available resources and access to those resources including community groups/programs, government entitlements, self-help programs, and vocational training resources to instill self-reliance and confidence.	Sign-in sheets
<b>Outreach and community Liaison Services</b>	Presentations and health fairs in rural communities and in Fresno; presentations on media; case management of individuals and warm handoff linkage to services.	Residents of underserved communities in Fresno and surrounding rural areas shall increase understanding of mental health issues. Individuals and families shall be linked with services.	Case management, referral log.



Component	Activity	Outcome	Measurement Tool
Collaboration and Coordination to Enhance Services	Continue to participate in community meetings, collaboratives, and planning groups in Fresno County.	Community agencies coordinate services to identify and address gaps and duplication of services; agencies provide more effective referrals to needed services.	Log of collaborative meetings and events

Data Collection shall be completed in the program using the following tools, as referenced above:

#### **Tracking Sheets**

- 1) Sign-in sheets—to track individuals reached;
- 2) Call Log—to track calls received and outcomes;
- 3) Referral Log—to track referrals made and outcomes;
- 4) Event Log—to track the number of presentations, outreach events, trainings, media events, calls, and walk-in appointments;
- 5) Pre/Post Evaluation—to track outcomes for presentations. Information shall be compared and assessed for family/client satisfaction.

#### **Client Measurements**

Client impact outcomes shall be measured using The Needs Survey and The Family Development Matrix.

The Needs Survey: The purpose of the survey is to identify the stressors a client is facing and assist them with resources/services to address the issues. The Needs survey shall be used to determine appropriate services to be provided clients by CLFA or by referral. The Needs (Stressors) Survey shall be used to assess the needs of clients related to:

- Basic (food, clothing, shelter)
- Physical & mental
- Needs related to children
- Other (immigration, employment)

The Family Development Matrix (FDM): The CLFA-tailored strengths based Family Development Matrix (FDM) tool with 13 indicators is used to assist clients with problem solving, goal development, and to stimulate decision-making and action. The indicators are domestic violence, risk of abuse, the health and safety of the home, immigration, emotional well-being, purpose for life, access to transportation, knowledge of community resources, family communication skills, parenting skills, child development, literacy, and access to health care. Based on responses, areas are defined as "in crisis," "at risk," "stable," or "self-sufficient." Upon completion, a Family Empowerment plan is jointly developed with the client, if she/he is willing. *Please see attached CLFA FDM Assessment Form and Family Empowerment Plan.*

#### **Demographic Information and Reporting**

Information on family/clients served shall be tracked through CLFA Intake Form, Client Demographic and Case Activity Report, and Outcome Comparison. These forms shall be used to compile monthly reports for the Department of Behavioral Health and shall be updated weekly by staff.

- 1) *CLFA Intake* which tracks demographic information, direct service, and consent to help the client. Demographics are: client name, address, zip code, date of birth, new/existing client, ethnicity, language, level of education, gender, age bracket, # in household, marital status, legal status, referral source, services provided, high risk, referrals, case status.
- 2) *Client Demographic and Case Activity Report* tracks client name, address, zip code, date of birth, new/existing client, ethnicity, language, level of education, gender, age bracket, # in household, marital status, legal status, referral source, services provided, high risk, referrals, case status (*sample included in Reports section*).
- 3) *Outcome Comparison* (utilized for reports to the county) includes date, client name, staff, event type, initial needs assessment, second needs assessment, follow up/exit assessment, family development matrix outcomes, referrals, support group participant and notes. Assessments are conducted every three months, and when a client leaves the program.

The table below summarizes the components of the Centro La Familia Advocacy, Inc., annual goals.

#### Measureable Objectives

Description	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Family/Client Engagement</b> (maintain unduplicated client base).	CLFA: 50 FIRM: 25	CLFA: 53 FIRM: 26	CLFA: 56 FIRM: 28	CLFA: 59 FIRM: 30	CLFA: 62 FIRM: 32
<b>Support Group Facilitation</b>	CLFA: 9	CLFA: 10	CLFA: 11	CLFA: 12	CLFA: 13
• <i>CLFA Support Group</i>	FIRM: 9	FIRM: 10	FIRM: 11	FIRM: 12	FIRM: 13
• <i>FIRM Support Group</i>					
<b>Outreach Events Small with attendance of 500 or less</b>	CLFA: 24	CLFA: 25	CLFA: 26	CLFA: 27	CLFA: 28
• <i>Number of Events</i>	FIRM: 12	FIRM: 13	FIRM: 14	FIRM: 15	FIRM: 16
• <i>Number Reached</i>	1,225	1,290	1,354	1,422	1,493
<b>Outreach Events Large with attendance of 500 or more</b>	CLFA: 1	CLFA: 2	CLFA: 2	CLFA: 3	CLFA: 3
• <i>Number of Events</i>	FIRM: 1	FIRM: 1	FIRM: 2	FIRM: 2	FIRM: 3
• <i>Number Reached</i>	450	475	500	525	550
<b>Education Presentations Monthly</b>	CLFA: 24	CLFA: 25	CLFA: 26	CLFA: 27	CLFA: 28
• <i>CLFA 2 a month</i>	FIRM: 12	FIRM: 13	FIRM: 14	FIRM: 15	FIRM: 16
• <i>FIRM 1 a month</i>					
<b>Media Outreach- Television or Radio Interviews</b>	CLFA: 10,000	CLFA: 10,500	CLFA: 10,525	CLFA: 10,550	CLFA: 10,600
• <i>CLFA 1 Per Quarter</i>	FIRM: 10,000	FIRM: 10,500	FIRM: 10,525	FIRM: 10,550	FIRM: 10,600
• <i>FIRM 1 Per Quarter</i>					
<b>Referrals for info about mental</b>	45	50	55	60	65



Description	Year 1	Year 2	Year 3	Year 4	Year 5
health					
Follow-up contact made for critical/at-risk FDM or Needs Stressors	40%	45%	50%	55%	60%
Follow-up contact made for all other cases	40%	45%	50%	55%	60%
Percent of "Warm Handoffs" (includes in person and direct involvement with calling for appointments)	40%	45%	50%	55%	60%

## Outcomes Measurements

Exhibit B

Service/Activity	Outcome	Indicator/Short-Term Outcomes	Data Source
Centro La Familia: Consumer Advocacy; Family Advocate Training and Peer to Peer Education	Increase family support and awareness. Increase awareness of relapse prevention.	Family Advocacy training to be completed on a quarterly basis. Those engaged in Peer to Peer will self report inc/dec in relapse.	Training logs submitted monthly. Peer to Peer records
Centro La Familia: Consumer Advocacy: Family/Consumer Referral	Receive, log, and provide advocacy services as initiated by calls to office.	Family/Consumer support to assist in the navigation of system and to engage crisis/treatment services as needed to alleviate crisis escalation.	Monthly call logs/with disposition submitted.
Centro La Familia Consumer Advocacy: Support Group Facilitation	Increase consumer and family members confidence, functioning and coping skills.	consumers and family members express positive change to group leaders	Observation and feedback from participants
Centro La Familia Family Advocacy: Presentations to target populations on various mental health disorders, targeting homeless, aged, GLBTQ&O and parents of school age children.	Educate and increase public awareness of impact of mental illness to family members and consumers to minimize stigma. Target population includes unserved and underserved in rural areas and non-English speaking.	Pre/post evaluation of participants. 75% of participants will increase awareness and knowledge of mental health (ex. Questions from Mental Health Opinions Quiz)	Monthly report of outreach activities to include target population and goals achieved. Mental Health First Aid Training and participants in group.



**Mental Health Services Act - Prevention and Early Intervention**  
**CENTRO LA FAMILIA ADVOCACY SERVICES, INC. (CLFAS)**  
**CONSUMER/FAMILY ADVOCACY SERVICES**  
**FY 2016-17 (January 1, 2017 through June 30, 2017)**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Consumer Family Advocate (\$15/hr x 37.5/hr wk)	1.00		14,625	\$14,625
0002 Consumer Family Advocate (\$12/hr x 18.75/ hr wk)	0.50		5,850	\$5,850
0003 Executive Director (7500/mo x .05)	0.028	2,250	0	\$2,250
<b>SALARY TOTAL</b>		<b>2,250</b>	<b>20,475</b>	<b>\$22,725</b>
<b>PAYROLL TAXES:</b>				
0030			0	\$0
0031 OASDI & Medicare		172	1,567	\$1,739
0032 S.U.I.		50	434	\$484
<b>PAYROLL TAX TOTAL</b>		<b>222</b>	<b>2,001</b>	<b>\$2,223</b>
<b>EMPLOYEE BENEFITS:</b>				
0040 Workers Compensation (1.02 interim rate)		29	278	\$307
0041 Health Insurance (medical vision, life, dental) (7.5%)		411	3,738	\$4,149
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>440</b>	<b>4,016</b>	<b>\$4,456</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>			<b>26,492</b>	<b>\$29,404</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1050 Rent/Lease Building				\$2,082
1051 Utilities				\$113
1052 Building Maintenance/Janitorial				\$63
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$2,258</b>
<b>OPERATING EXPENSES:</b>				
1060 Telephone				\$363
1061 Postage				\$59
1062 Printing/Reproduction				\$113
1063 Office Supplies & Equipment				\$748
1064 Staff Mileage/vehicle maintenance				\$1,050
<b>OPERATING EXPENSES TOTAL</b>				<b>\$2,333</b>
<b>FINANCIAL SERVICES EXPENSES:</b>				
1070 Accounting/Bookkeeping				\$375
1071 External Audit				\$263
1072 Liability Insurance				\$163
1073 Other - Administrative Overhead				\$2,704
<b>FINANCIAL SERVICES TOTAL</b>				<b>\$3,505</b>
<b>SPECIAL EXPENSES (Consultant/Etc)</b>				
1080 Consultant Training & Development for MH Services				\$2,941
1081 Subcontract - FIRM				\$16,343
<b>SPECIAL EXPENSES (Consultant/Etc)</b>				<b>\$19,284</b>
<b>TOTAL PROGRAM EXPENSES</b>				<b>\$56,784</b>
<b>REVENUE</b>				
5100 MHSA PEI Funds				\$56,784
<b>REVENUE TOTAL</b>				<b>\$56,784</b>
<b>TOTAL PROGRAM REVENUE</b>				<b>\$56,784</b>

**Mental Health Services Act - Prevention and Early Intervention**  
**CENTRO LA FAMILIA ADVOCACY SERVICES, INC. (CLFAS)**  
**CONSUMER/FAMILY ADVOCACY SERVICES**  
**FY 2017-18**

Budget Categories - Line Item Description (Must be itemized)		FTE %	Total Proposed Budget		
			Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>					
0001	Consumer Family Advocate (\$15/hr x 37.5/hr wk)	1.00		29,250	\$29,250
0002	Consumer Family Advocate (\$12/hr x 18.75/ hr wk)	0.50		11,700	\$11,700
0003	Executive Director (7500/mo x .05)	0.05	4,500	0	\$4,500
<b>SALARY TOTAL</b>			<b>4,500</b>	<b>40,950</b>	<b>\$45,450</b>
<b>PAYROLL TAXES:</b>					
0030				0	\$0
0031	OASDI & Medicare		344	3,133	\$3,477
0032	S.U.I.		100	868	\$968
<b>PAYROLL TAX TOTAL</b>			<b>444</b>	<b>4,001</b>	<b>\$4,445</b>
<b>EMPLOYEE BENEFITS:</b>					
0040	Workers Compensation (1.02 interim rate)		60	550	\$610
0041	Health Insurance (medical vision, life, dental) (7.5%)		822	7,478	\$8,300
<b>EMPLOYEE BENEFITS TOTAL</b>			<b>882</b>	<b>8,028</b>	<b>\$8,910</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>52,979</b>	<b>\$58,805</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>					
1050	Rent/Lease Building				\$4,163
1051	Utilities				\$225
1052	Building Maintenance/Janitorial				\$125
<b>FACILITY/EQUIPMENT TOTAL</b>					<b>\$4,513</b>
<b>OPERATING EXPENSES:</b>					
1060	Telephone				\$725
1061	Postage				\$117
1062	Printing/Reproduction				\$225
1063	Office Supplies & Equipment				\$1,507
1064	Staff Mileage/vehicle maintenance				\$3,500
<b>OPERATING EXPENSES TOTAL</b>					<b>\$6,074</b>
<b>FINANCIAL SERVICES EXPENSES:</b>					
1070	Accounting/Bookkeeping				\$750
1071	External Audit				\$525
1072	Liability Insurance				\$325
1073	Other - Administrative Overhead				\$4,008
<b>FINANCIAL SERVICES TOTAL</b>					<b>\$5,608</b>
<b>SPECIAL EXPENSES (Consultant/Etc)</b>					
1080	Consultant Training & Development for MH Services				\$5,883
1081	Subcontract - FIRM				\$32,685
<b>SPECIAL EXPENSES (Consultant/Etc)</b>					<b>\$38,568</b>
<b>TOTAL PROGRAM EXPENSES</b>					<b>\$113,568</b>
<b>REVENUE</b>					
5100	MHSA PEI Funds				\$113,568
<b>REVENUE TOTAL</b>					<b>\$113,568</b>
<b>TOTAL PROGRAM REVENUE</b>					<b>\$113,568</b>



**Mental Health Services Act - Prevention and Early Intervention**  
**CENTRO LA FAMILIA ADVOCACY SERVICES, INC. (CLFAS)**  
**CONSUMER/FAMILY ADVOCACY SERVICES**  
**FY 2018-19**

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Consumer Family Advocate (\$15.45/hr x 37.5/hr wk)	1.00		30,128	\$30,128
0002	Consumer Family Advocate (\$12.36/hr x 18.75/ hr wk)	0.50		12,051	\$12,051
0003	Executive Director (7725/mo x .05)	0.05	4,635	0	\$4,635
SALARY TOTAL			4,635	42,179	\$46,814
PAYROLL TAXES:					
0030				0	\$0
0031	OASDI & Medicare		354	3,227	\$3,581
0032	S.U.I.		100	868	\$968
PAYROLL TAX TOTAL			454	4,095	\$4,549
EMPLOYEE BENEFITS:					
0040	Workers Compensation (1.02 interim rate)		63	569	\$632
0041	Health Insurance (medical vision, life, dental) (7.5%)		822	7,478	\$8,300
EMPLOYEE BENEFITS TOTAL			885	8,047	\$8,932
SALARY & BENEFITS GRAND TOTAL				54,321	\$60,295
FACILITIES/EQUIPMENT EXPENSES:					
1050	Rent/Lease Building				\$4,163
1051	Utilities				\$225
1052	Building Maintenance/Janitorial				\$125
FACILITY/EQUIPMENT TOTAL					\$4,513
OPERATING EXPENSES:					
1060	Telephone				\$725
1061	Postage				\$117
1062	Printing/Reproduction				\$225
1063	Office Supplies & Equipment				\$1,507
1064	Staff Mileage/vehicle maintenance				\$3,500
OPERATING EXPENSES TOTAL					\$6,074
FINANCIAL SERVICES EXPENSES:					
1070	Accounting/Bookkeeping				\$750
1071	External Audit				\$525
1072	Liability Insurance				\$325
1073	Other - Administrative Overhead				\$2,518
FINANCIAL SERVICES TOTAL					\$4,118
SPECIAL EXPENSES (Consultant/Etc)					
1080	Consultant Training & Development for MH Services				\$5,883
1081	Subcontract - FIRM				\$32,685
SPECIAL EXPENSES (Consultant/Etc)					\$38,568
TOTAL PROGRAM EXPENSES					\$113,568
REVENUE					
5100	MHSA PEI Funds				\$113,568
REVENUE TOTAL					\$113,568
TOTAL PROGRAM REVENUE					\$113,568

**Mental Health Services Act - Prevention and Early Intervention**  
**CENTRO LA FAMILIA ADVOCACY SERVICES, INC. (CLFAS)**  
**CONSUMER/FAMILY ADVOCACY SERVICES**  
**FY 2019-20**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Consumer Family Advocate (\$15.91/hr x 37.5/hr wk)	1.00		31,031	\$31,031
0002 Consumer Family Advocate (\$12.36/hr x 18.75/ hr wk)	0.50		12,413	\$12,413
0003 Executive Director (7957/mo x .05)	0.028	4,774	0	\$4,774
<b>SALARY TOTAL</b>		<b>4,774</b>	<b>43,444</b>	<b>\$48,218</b>
<b>PAYROLL TAXES:</b>				
0030			0	\$0
0031 OASDI & Medicare		365	3,323	\$3,688
0032 S.U.I.		100	868	\$968
<b>PAYROLL TAX TOTAL</b>		<b>465</b>	<b>4,191</b>	<b>\$4,656</b>
<b>EMPLOYEE BENEFITS:</b>				
0040 Workers Compensation (1.02 interim rate)		64	587	\$651
0041 Health Insurance (medical vision, life, dental) (7.5%)		822	7,478	\$8,300
<b>EMPLOYEE BENEFITS TOTAL</b>		<b>886</b>	<b>8,065</b>	<b>\$8,951</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>			<b>55,700</b>	<b>\$61,825</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1050 Rent/Lease Building				\$4,163
1051 Utilities				\$225
1052 Building Maintenance/Janitorial				\$125
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$4,513</b>
<b>OPERATING EXPENSES:</b>				
1060 Telephone				\$725
1061 Postage				\$117
1062 Printing/Reproduction				\$225
1063 Office Supplies & Equipment				\$1,508
1064 Staff Mileage/vehicle maintenance				\$3,500
<b>OPERATING EXPENSES TOTAL</b>				<b>\$6,075</b>
<b>FINANCIAL SERVICES EXPENSES:</b>				
1070 Accounting/Bookkeeping				\$750
1071 External Audit				\$525
1072 Liability Insurance				\$325
1073 Other - Administrative Overhead				\$987
<b>FINANCIAL SERVICES TOTAL</b>				<b>\$2,587</b>
<b>SPECIAL EXPENSES (Consultant/Etc)</b>				
1080 Consultant Training & Development for MH Services				\$5,883
1081 Subcontract - FIRM				\$32,685
<b>SPECIAL EXPENSES (Consultant/Etc)</b>				<b>\$38,568</b>
<b>TOTAL PROGRAM EXPENSES</b>				<b>\$113,568</b>
<b>REVENUE</b>				
5100 MHSA PEI Funds				\$113,568
<b>REVENUE TOTAL</b>				<b>\$113,568</b>
<b>TOTAL PROGRAM REVENUE</b>				<b>\$113,568</b>



**Mental Health Services Act - Prevention and Early Intervention**  
**CENTRO LA FAMILIA ADVOCACY SERVICES, INC. (CLFAS)**  
**CONSUMER/FAMILY ADVOCACY SERVICES**  
**FY 2020-21**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Consumer Family Advocate (\$15.91/hr x 37.5/hr wk)	1.00		31,031	\$31,031
0002 Consumer Family Advocate (\$12.36/hr x 18.75/ hr wk)	0.50		12,413	\$12,413
0003 Executive Director (7957/mo x .05)	0.028	4,774	0	\$4,774
<b>SALARY TOTAL</b>		4,774	43,444	\$48,218
<b>PAYROLL TAXES:</b>				
0030			0	\$0
0031 OASDI & Medicare		365	3,323	\$3,688
0032 S.U.I.		100	868	\$968
<b>PAYROLL TAX TOTAL</b>		465	4,191	\$4,656
<b>EMPLOYEE BENEFITS:</b>				
0040 Workers Compensation (1.02 interim rate)		64	587	\$651
0041 Health Insurance (medical vision, life, dental) (7.5%)		822	7,478	\$8,300
<b>EMPLOYEE BENEFITS TOTAL</b>		886	8,065	\$8,951
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>			55,700	\$61,825
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1050 Rent/Lease Building				\$4,163
1051 Utilities				\$225
1052 Building Maintenance/Janitorial				\$125
<b>FACILITY/EQUIPMENT TOTAL</b>				\$4,513
<b>OPERATING EXPENSES:</b>				
1060 Telephone				\$725
1061 Postage				\$117
1062 Printing/Reproduction				\$225
1063 Office Supplies & Equipment				\$1,508
1064 Staff Mileage/vehicle maintenance				\$3,500
<b>OPERATING EXPENSES TOTAL</b>				\$6,075
<b>FINANCIAL SERVICES EXPENSES:</b>				
1070 Accounting/Bookkeeping				\$750
1071 External Audit				\$525
1072 Liability Insurance				\$325
1073 Other - Administrative Overhead				\$987
<b>FINANCIAL SERVICES TOTAL</b>				\$2,587
<b>SPECIAL EXPENSES (Consultant/Etc)</b>				
1080 Consultant Training & Development for MH Services				\$5,883
1081 Subcontract - FIRM				\$32,685
<b>SPECIAL EXPENSES (Consultant/Etc)</b>				\$38,568
<b>TOTAL PROGRAM EXPENSES</b>				<b>\$113,568</b>
<b>REVENUE</b>				
5100 MHSA PEI Funds				\$113,568
<b>REVENUE TOTAL</b>				\$113,568
<b>TOTAL PROGRAM REVENUE</b>				<b>\$113,568</b>

## STATE MENTAL HEALTH REQUIREMENTS

### 1. CONTROL REQUIREMENTS

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

### 2. PROFESSIONAL LICENSURE

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

### 3. CONFIDENTIALITY

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

### 4. NON-DISCRIMINATION

#### A. Eligibility for Services

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

#### B. Employment Opportunity

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



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

C. Suspension of Compensation

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

D. Nepotism

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

5. PATIENTS' RIGHTS

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

Vendor:				Contract#		Contact Person			Contact#			
Fixed Asset and Sensitive Item Tracking												
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												
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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

**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: \_\_\_\_/\_\_\_\_/\_\_\_\_



## MHSA GUIDELINES

### GRIEVANCES AND INCIDENT REPORTING

#### Grievances

Fresno County MHSA Guidelines (MHSAG) 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 MHSAG 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 MHSAG 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 712  
Fresno, CA 93712  
(800) 654-3937 (for more information)  
(559) 488-3055 (TTY)

#### Provider Problem Resolution and Appeals Process

The MHSAG 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 MHSAG 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 MHSG payment authorization, or the process or payment of a provider's claim to the MHSG.

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

The MHSG 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 MHSG 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 MHSG. The provider will receive a written response from the MHSG within 60 calendar days of receipt of the complaint. The decision rendered by the MHSG is final.



## PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

- Incident Report should be sent to:
- DBH Program Supervisor

## INCIDENT REPORT WORKSHEET

When did this happen? (date/time) \_\_\_\_\_ Where did this happen? \_\_\_\_\_

Name/DMH # \_\_\_\_\_

**1. Background information of the incident:**

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

Who was affected? (If other than consumer) \_\_\_\_\_

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

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

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

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

Completed by (print name) \_\_\_\_\_

Completed by (signature) \_\_\_\_\_ Date completed \_\_\_\_\_

Reviewed by Supervisor (print name) \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_



## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### I. Identifying Information

Name of entity			
Address (number, street)			
City/State/Zip (EIN) ( )			

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."

EIN	NAME	ADDRESS

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

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

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. ....

PROVIDER NUMBER	NAME	ADDRESS

YES NO

IV. A. Has there been a change in ownership or control within the last year? ..... ☐ ☐  
If yes, give date. \_\_\_\_\_

B. Do you anticipate any change of ownership or control within the year?..... ☐ ☐  
If yes, when? \_\_\_\_\_

C. Do you anticipate filing for bankruptcy within the year?..... ☐ ☐  
If yes, when? \_\_\_\_\_

V. Is the facility operated by a management company or leased in whole or part by another organization?..... ☐ ☐  
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?..... ☐ ☐

VII. A. Is this facility chain affiliated? ..... ☐ ☐  
(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: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(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>	