

**AGREEMENT**

THIS AGREEMENT is made and entered into this 11th day of December, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **COMPREHENSIVE YOUTH SERVICES OF FRESNO, INC.**, a California non-profit Corporation, whose business address is 4545 N West Avenue, Fresno, CA 93705, hereinafter referred to as "**CONTRACTOR**" (collectively the "parties").

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of a qualified agency, to operate a Mental Health Services Act (MHSA) funded Functional Family Therapy (FFT) Program to deliver Prevention and Early Intervention (PEI) mental health and community services to underserved or unserved high risk youth ages 11-18 with Serious Emotional Disturbance (SED) who although not incarcerated, are involved with the juvenile justice system; and

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

WHEREAS, CONTRACTOR is qualified and willing to operate said FFT 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 set forth in Exhibit A "Summary of Services", attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified in COUNTY's Request for Proposal (RFP) No. 18-036 dated March 19, 2018, Addendum No. One (1) to COUNTY's RFP No. 18-036 dated March 21, 2018, and Addendum No. Two (2) to COUNTY's RFP No. 18-036 dated April 17, 2018, Addendum No. Three (3) to COUNTY's RFP No. 18-036 dated April 17, 2018, collectively referred to herein as COUNTY's Revised RFP, and CONTRACTOR's response to said Revised RFP dated April 30, 2018 all incorporated herein by reference and made part of this

1 Agreement. In the event of any inconsistency among these documents, the inconsistency shall be  
2 resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits  
3 and excluding the Revised RFP and Contractor's Response to Revised RFP; 2) to the Revised RFP; and  
4 3) to CONTRACTOR's Response to the Revised RFP. A copy of COUNTY's Revised RFP No. 18-036  
5 and CONTRACTOR's response thereto shall be retained and made available during the term of this  
6 Agreement by COUNTY's DBH Contracts Division.

7 C. CONTRACTOR shall perform all services defined in Exhibit A in accordance with  
8 Exhibit C "Guiding Principles of Care Delivery", attached hereto and by this reference incorporated herein  
9 and made part of this Agreement.

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

12 E. CONTRACTOR shall participate in periodic workgroup meetings consisting of staff  
13 from COUNTY's DBH to discuss service requirements, data reporting, outcomes measurement, training,  
14 policies and procedures, overall program operations, and any problems or foreseeable problems that may  
15 arise.

16 F. Changes to any CONTRACTOR corporate information or service sites shall be  
17 made upon 30 days advance written notification to COUNTY's DBH Director and upon written approval  
18 from COUNTY's DBH Director or designee.

19 G. CONTRACTOR shall maintain requirements as a COUNTY MHP organizational  
20 provider throughout the term of this Agreement. If, for any reason, this status is not maintained, COUNTY  
21 may terminate this Agreement pursuant to Section 3 of this Agreement.

22 H. CONTRACTOR agrees that, prior to providing services under the terms and  
23 conditions of this Agreement, it shall have appropriate staff hired and in place for program services and  
24 operations, or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate this  
25 Agreement as to Section Three (3) of this Agreement.

26 **2. TERM**

27 This Agreement shall become effective on the 1st day of January, 2019 and shall terminate  
28 on the 30<sup>th</sup> day of June, 2021.

1 This Agreement may be extended for two (2) additional twelve (12) month periods upon the  
2 written approval of both parties not later than sixty (60) days prior to the first day of the next twelve (12)  
3 month extension period. The COUNTY's DBH Director or designee is authorized to execute such written  
4 approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

5 **3. TERMINATION**

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

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

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

16 In no event shall any payment by COUNTY constitute a waiver by the COUNTY of any  
17 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither  
18 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
19 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the  
20 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of the  
21 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall  
22 promptly refund any such funds upon demand or, at COUNTY's option, such repayment shall be deducted  
23 from future payments owing to CONTRACTOR under this Agreement.

24 C. Without Cause - Under circumstances other than those set forth above, this  
25 Agreement may be terminated by CONTRACTOR or COUNTY, upon the giving of sixty (60) days advance  
26 written notice of an intention to terminate. COUNTY's DBH Director, or designee, shall have the authority  
27 to issue such notice of an intention to terminate on behalf of COUNTY.

28 D. CONTRACTOR may terminate this Agreement. If terminated by CONTRACTOR,

1 termination shall require sixty (60) days advance written notice of intent to terminate (with allowance for  
2 appropriate clinical transition of clients prior to termination of services), transmitted by CONTRACTOR to  
3 COUNTY by Certified or Registered U.S. Mail, Return Receipt Requested, addressed to the office of  
4 COUNTY as follows:

5 Director (or designee)  
6 Department of Behavioral Health  
7 3133 N. Millbrook  
8 Fresno, CA 93703

8 **4. COMPENSATION**

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

12 A. Maximum Contract Amount

13 The maximum amount payable to CONTRACTOR for the period of January 1, 2019  
14 through June 30, 2019 shall not exceed One Million Fifty Thousand Nine Hundred Eighty Three  
15 (\$1,051,983.00). It is understood by CONTRACTOR and COUNTY that the total of Mental Health  
16 Services Act (MHSA) Prevention and Early Intervention (PEI) funds payable under this Agreement to  
17 CONTRACTOR shall not exceed Three Hundred Thirty Six Thousand Five Hundred Three and No/100  
18 Dollars (\$336,503.00). It is also understood by CONTRACTOR and COUNTY that CONTRACTOR is  
19 estimated to generate a total of Seven Hundred Fifteen Thousand Four Hundred Eighty and No/100  
20 Dollars (\$715,480.00) in Medi-Cal under this Agreement to offset CONTRACTOR program costs as set  
21 forth in Exhibit B.

22 The maximum amount payable to CONTRACTOR for the period of July 1, 2019  
23 through June 30, 2020 shall not exceed Two Million Ninety Six Thousand Two Hundred and No/100  
24 Dollars (\$2,096,200.00). It is understood by CONTRACTOR and COUNTY that the total of MHSA PEI  
25 funds payable under this Agreement to CONTRACTOR shall not exceed Six Hundred Seventy Three  
26 Thousand and Five and No/100 Dollars (\$673,005.00). It is also understood by CONTRACTOR and  
27 COUNTY that CONTRACTOR is estimated to generate a total of One Million Four Hundred Twenty Three  
28 Thousand One Hundred Ninety Five and No/100 Dollars (\$1,423,195.00) in Medi-Cal under this

1 Agreement to offset CONTRACTOR program costs as set forth in Exhibit B.

2                   The maximum amount payable to CONTRACTOR for the period of July 1, 2020  
3 through June 30, 2021 shall not exceed Two Million One Hundred Thirty One Thousand Three Hundred  
4 Seventy Three and No/100 Dollars (\$2,131,373.00). It is understood by CONTRACTOR and COUNTY  
5 that the total of MHSA PEI funds payable under this Agreement to CONTRACTOR shall not exceed Six  
6 Hundred Seventy Three Thousand Five and No/100 Dollars (\$673,005.00). It is also understood by  
7 CONTRACTOR and COUNTY that CONTRACTOR is estimated to generate a total of One Million Four  
8 Hundred Fifty Eight Thousand Three Hundred Sixty Eight and No/100 Dollars (\$1,458,368.00) in Medi-Cal  
9 under this Agreement to offset CONTRACTOR program costs as set forth in Exhibit B.

10                   If this Agreement is extended pursuant to Paragraph 2, the maximum amount  
11 payable to CONTRACTOR for the period of July 1, 2021 through June 30, 2022 shall not exceed Two  
12 Million One Hundred Eight Six Thousand Two Hundred Nineteen and No/100 Dollars (\$2,186,219.00). It is  
13 understood by CONTRACTOR and COUNTY that the total of MHSA PEI funds payable under this  
14 Agreement to CONTRACTOR shall not exceed Six Hundred Seventy Three Thousand Five and No/100  
15 Dollars (\$673,005.00). It is also understood by CONTRACTOR and COUNTY that CONTRACTOR is  
16 estimated to generate a total of One Million Five Hundred Thirteen Thousand Two Hundred Fourteen and  
17 No/100 Dollars (\$1,513,214.00) in Medi-Cal under this Agreement to offset CONTRACTOR program costs  
18 as set forth in Exhibit B.

19                   If this Agreement is extended pursuant to Paragraph 2, the maximum amount  
20 payable to CONTRACTOR for the period of July 1, 2022 through June 30, 2023 shall not exceed Two  
21 Million Two Hundred Thirty Two Thousand One Hundred Sixty Eight and No/100 Dollars (\$2,232,168.00).  
22 It is understood by CONTRACTOR and COUNTY that the total of MHSA PEI funds payable under this  
23 Agreement to CONTRACTOR shall not exceed Six Hundred Seventy Three Thousand Five and No/100  
24 Dollars (\$673,005.00). It is also understood by CONTRACTOR and COUNTY that CONTRACTOR is  
25 estimated to generate a total of One Million Five Hundred Fifty Nine Thousand One Hundred Sixty Three  
26 and No/100 Dollars (\$1,559,163.00) in Medi-Cal under this Agreement to offset CONTRACTOR program  
27 costs as set forth in Exhibit B.

28                   In no event shall the maximum contract amount, for the full contract term of January

1, 2019 through June 30, 2023 (if extended for the two (2) additional years pursuant to Paragraph 2), for all the services provided by CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of Nine Million Six Hundred Ninety Seven Thousand Nine Hundred Forty Three and No/100 Dollars (\$9,697,943.00) during the total term of this Agreement.

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

B. If CONTRACTOR fails to generate the Medi-Cal revenue and/or client fee reimbursement amounts set forth in Exhibit B, COUNTY shall not be obligated to pay the difference between these estimated amounts and the actual amounts generated.

It is further understood by COUNTY and CONTRACTOR that any Medi-Cal revenue and/or client fee reimbursements above the amounts stated herein will be used to directly offset the COUNTY's contribution of COUNTY funds identified in Exhibit B. The offset of funds will also be clearly identified in monthly invoices received from CONTRACTOR as further described in Section Five (5) of this Agreement.

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

C. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails 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 B, in the performance of this Agreement and shall be documented to COUNTY on a monthly basis by the tenth (10th) of the month following the month of said expenditures. The parties acknowledge that CONTRACTOR will be performing hiring, training, and credentialing of staff, and COUNTY will be performing additional staff credentialing to ensure compliance with State and Federal

1 regulations.

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

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

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

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

1 respond to such proposed disallowances/audit exceptions.

2 H. It is understood by CONTRACTOR and COUNTY that this Agreement is funded  
3 with mental health funds to serve children/youth with Seriously Emotionally Disturbed (SED) disorders,  
4 many of whom have co-occurring substance use disorders. It is further understood by CONTRACTOR  
5 and COUNTY that funds shall be used to support appropriately integrated and documented treatment  
6 services for co-occurring mental health and substance use disorders.

7 **5. INVOICING**

8 A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) day of each  
9 month for the prior month's actual services rendered to DBH-Invoices@fresnocounty.ca.gov. After  
10 CONTRACTOR renders service to referred clients, CONTRACTOR will invoice COUNTY for payment,  
11 certify the expenditure, and submit electronic claiming data into COUNTY's electronic information system  
12 for all clients, including those eligible for Medi-Cal as well as those that are not eligible for Medi-Cal,  
13 including contracted cost per unit and actual cost per unit. COUNTY must pay CONTRACTOR before  
14 submitting a claim to DHCS for Federal reimbursement for Medi-Cal eligible clients.

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

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

28 D. CONTRACTOR shall submit to the COUNTY by the tenth (10<sup>th</sup>) of each month a



1 detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit GL reports  
2 and supporting documentation shall be deemed sufficient cause for COUNTY to withhold payments until  
3 there is compliance, as further described in Section Five (5) herein.

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

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

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

16 H. CONTRACTOR is responsible for collecting and managing of data in a manner to  
17 be determined by DHCS and COUNTY's Mental Health Plan in accordance with applicable rules and  
18 regulations. COUNTY's electronic information system is a critical source of information for purposes of  
19 monitoring service volume and obtaining reimbursement.

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

23 J. CONTRACTOR must comply with all laws and regulations governing the Federal  
24 Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section  
25 1395 et seq; and 2) the regulations and rules promulgated by the Federal Centers for Medicare and  
26 Medicaid Services as they relate to participation, coverage and claiming reimbursement. CONTRACTOR  
27 will be responsible for compliance as of the effective date of each Federal, State or local law or regulation  
28 specified.

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

16 L. Data entry shall be the responsibility of CONTRACTOR. COUNTY shall monitor  
17 the volume of services and cost of services entered into COUNTY's electronic information system. Any  
18 and all audit exceptions resulting from the provision and reporting of specialty mental health services by  
19 CONTRACTOR shall be the sole responsibility of CONTRACTOR. CONTRACTOR will comply with all  
20 applicable policies, procedures, directives and guidelines regarding the use of COUNTY's electronic  
21 information system.

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

23 CONTRACTOR shall comply with any and all requests and directives associated  
24 with COUNTY maintaining State Medi-Cal site certification. CONTRACTOR shall provide specialty mental  
25 health services in accordance with COUNTY's Mental Health Plan. CONTRACTOR must comply with the  
26 "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set forth in Exhibit D,  
27 attached hereto and incorporated herein by reference and made part of this Agreement. CONTRACTOR  
28 shall comply with any and all requests associated with any State and/or Federal reviews or audits.

1 CONTRACTOR may provide direct specialty mental health services using pre-  
2 licensed staff as long as the individual is approved as a provider by the Mental Health Plan, is supervised  
3 by licensed staff, works within his/her scope, and only delivers allowable direct specialty mental health  
4 services. It is understood that each service is subject to audit for compliance with Federal and State  
5 regulations, and that COUNTY may be making payments in advance of said review. In the event that a  
6 service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other  
7 payments due the amount of said disapproved services. CONTRACTOR shall be responsible for audit  
8 exceptions to ineligible dates of services or incorrect application of utilization review requirements.

9 **6. INDEPENDENT CONTRACTOR**

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

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

1           **7.     MODIFICATION**

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

4           Notwithstanding the above, changes to services, staffing, and responsibilities of  
5 CONTRACTOR, as needed, to accommodate changes in the laws relating to mental health treatment, as  
6 set forth in Exhibit A, may be made with the signed written approval of COUNTY's DBH Director or  
7 designee and CONTRACTOR through an amendment approved by COUNTY's County Counsel and the  
8 COUNTY's Auditor-Controller's Office.

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

16           Modifications shall not result in any change to the annual maximum compensation amount  
17 payable to CONTRACTOR, as stated in this Agreement.

18           **8.     NON-ASSIGNMENT**

19           No party shall assign, transfer or subcontract this Agreement nor their rights or duties under  
20 this Agreement without the prior written consent of COUNTY.

21           **9.     HOLD-HARMLESS**

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

perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

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

#### **10. INSURANCE**

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

##### **A. Commercial General Liability**

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

##### **B. Automobile Liability**

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned).with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include all vehicles used in connection with this Agreement.

##### **C. Real and Property Insurance**

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

##### **D. All Risk Property Insurance**

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

##### **E. Professional Liability**

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

F. Child Abuse/Molestation and Social Services Coverage

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

G. Worker's Compensation

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

H. Cyber Liability

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

I. Waiver of Subrogation

CONTRACTOR hereby grant to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

#### 24           **11.   LICENSES/CERTIFICATES**

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

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

**12. RECORDS**

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

**13. REPORTS**

**A. Outcome Reports**

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

**B. Additional Reports**

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

**C. Cost Report**

CONTRACTOR shall provide financial data to identify all direct and indirect costs incurred by CONTRACTOR for all services delivered under this Agreement. All Cost Reports must be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and Welfare and



Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and 5718(c). Unallowable costs such as lobbying or political donations must be deducted on the cost report and monthly invoice reimbursements.

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

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

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

**14. MONITORING**

CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director, and the State Department of Health Care Services or their designees, the right to review and monitor records, services, or procedures, at any time, in regard to clients, as well as the overall operation of

CONTRACTOR's performance, in order to ensure compliance with the terms and conditions of this Agreement.

**15. REFERENCES TO LAWS AND RULES**

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

**16. COMPLIANCE WITH STATE REQUIREMENTS**

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

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

CONTRACTOR shall perform all services as set forth in Exhibit A in accordance with the Assertive Community Treatment Model and in alignment with "Medi-Cal Organizational Provider Standards", as set forth in Exhibit H, attached hereto and by this reference incorporated herein and made part of this Agreement.

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

**18. CONFIDENTIALITY**

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

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

2           COUNTY and CONTRACTOR each consider and represent themselves as covered  
3 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-  
4 191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

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

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

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

15           **20.    DATA SECURITY**

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

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

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

- 25                   1)       CONTRACTOR has received authorization by COUNTY for telecommuting  
26 purposes;  
27                   2)       Current virus protection software is in place;  
28                   3)       Mobile device has the remote wipe feature enabled; and

1                               4)       A secure connection is used.

2                   B.       CONTRACTOR-Owned Computers or Computer Peripherals

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

8                   C.       COUNTY-Owned Computer Equipment

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

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

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

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

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

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

1           **21.    PROPERTY OF COUNTY**

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

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

- 7                     1.     Have life span of over one year;  
8                     2.     Is not a repair part; and  
9                     3.     Must be valued at or greater than the capitalization thresholds for the asset  
10 type.

11

<u>Asset Type</u>	<u>Threshold</u>
• Land	\$0
• Buildings and improvements	\$100,000
• Infrastructure	\$100,000
• Tangible	\$5,000
○ Equipment	
○ Vehicles	
• Intangible	\$100,000
○ Internally generated software	
○ Purchased software	
○ Easements	
○ Patents	
• Capital lease	\$5,000

19

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

25           B.     Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but  
26 more than \$1,000, with over one year life span, and are mobile and high risk of theft or loss are sensitive  
27 assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other  
28

1 sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR will maintain a  
2 tracking system on the items and are not required to be capitalize or depreciated. The items are subject to  
3 annual inventory for compliance.

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

11 CONTRACTOR further agrees to the following:

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

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

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

21 D. The purchase of any equipment by CONTRACTOR with funds provided hereunder  
22 shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this Agreement as  
23 appropriate, and must be directly related to CONTRACTOR'S services or activities under the terms of this  
24 Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment  
25 purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from  
26 COUNTY.

27 E. CONTRACTOR must obtain prior written approval from COUNTY's DBH whenever  
28 there is any modification or change in the use of any property acquired or improved, in whole or in part,

1 using funds under this Agreement. If any real or personal property acquired or improved with said funds  
2 identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this  
3 Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market value  
4 of the property, less any portion thereof attributable to expenditures of funds not provided under this  
5 Agreement. These requirements shall continue in effect for the life of the property. In the event this  
6 Agreement expires, or terminates, the requirements for this Section shall remain in effect for activities or  
7 property funded with said funds, unless action is taken by the State government to relieve COUNTY of  
8 these obligations.

9 **22. NON-DISCRIMINATION**

10 During the performance of this Agreement, CONTRACTOR shall not unlawfully  
11 discriminate against any employee or applicant for employment, or recipient of services because of race,  
12 religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex,  
13 pursuant to all applicable State and Federal statutes and regulations.

14 **23. CULTURAL COMPETENCY**

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

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

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

27 C. CONTRACTOR shall not use minors as interpreters.

28 D. CONTRACTOR shall provide and pay for interpreting and translation services to

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

E. In compliance with the State mandated Culturally and Linguistically Appropriate standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY for approval, within sixty (60) days from date of execution of this Agreement, CONTRACTOR's plan to address all national cultural competency standards as set forth in Exhibit J "National Standards on Culturally and Linguistically Appropriate Services (CLAS)", attached hereto and incorporated herein by reference and made part of this Agreement. COUNTY's annual on-site review of CONTRACTOR shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, CONTRACTOR's cultural competency plan must be updated accordingly. Cultural competency training for CONTRACTOR's staff should be substantively integrated into health professions education and training at all levels, both academic and functional, including core curriculum, professional licensure, and continuing professional development programs. CONTRACTOR, on a monthly basis, shall provide COUNTY's DBH a monthly monitoring tool/report that shows all CONTRACTOR's staff completed cultural competency trainings.

#### **24. AMERICANS WITH DISABILITIES ACT**

CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,



1 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and  
2 information technology (EIT) accessible to people with disabilities. California Government Code section  
3 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

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

5 To the extent necessary to prevent disallowance of reimbursement under section  
6 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4)  
7 years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon  
8 written request to the Secretary of the United States Department of Health and Human Services, or upon  
9 request to the Comptroller General of the United States General Accounting Office, or any of their duly  
10 authorized representatives, a copy of this Agreement and such books, documents, and records as are  
11 necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR under  
12 this Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its  
13 duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100  
14 Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement  
15 shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such  
16 services pursuant to such subcontract, the related organizations shall make available, upon written request  
17 to the Secretary of the United States Department of Health and Human Services, or upon request to the  
18 Comptroller General of the United States General Accounting Office, or any of their duly authorized  
19 representatives, a copy of such subcontract and such books, documents, and records of such organization  
20 as are necessary to verify the nature and extent of such costs.

21 **26. SINGLE AUDIT CLAUSE**

22 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00)  
23 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in  
24 accordance with the requirements of the Single Audit Standards as set forth in Office of Management and  
25 Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit and management letter to  
26 COUNTY. The audit must include a statement of findings or a statement that there were no findings. If  
27 there were negative findings, CONTRACTOR must include a corrective action plan signed by an  
28 authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or

1 weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DBH Business  
2 Office for review within nine (9) months of the end of any fiscal year in which funds were expended and/or  
3 received for the program. Failure to perform the requisite audit functions as required by this Agreement  
4 may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a  
5 public accountant to perform said audit, or may result in the inability of COUNTY to enter into future  
6 agreements with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of  
7 CONTRACTOR.

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

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

26       **27.    COMPLIANCE**

27           CONTRACTOR agrees to comply with COUNTY's Contractor Code of Conduct and Ethics  
28 and the COUNTY's Compliance Program in accordance with Exhibit D. Within thirty (30) days of entering

1 into this Agreement with COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents,  
2 and subcontractors providing services under this Agreement certify in writing, that he or she has received,  
3 read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall  
4 ensure that within thirty (30) days of hire, all new employees, agents, and subcontractors providing  
5 services under this Agreement shall certify in writing that he or she has received, read, understood, and  
6 shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR understands that the  
7 promotion of and adherence to the Contractor Code of Conduct is an element in evaluating the  
8 performance of CONTRACTOR and its employees, agents and subcontractors.

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

19           **28.   ASSURANCES**

20           In entering into this Agreement, CONTRACTOR certifies that neither they, nor any of their  
21 officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal  
22 Health Care Programs; that neither they, nor any of their officers, have been convicted of a criminal  
23 offense related to the provision of health care items or services; nor have they, nor any of their officers,  
24 been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension,  
25 debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR  
26 is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement  
27 with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such  
28 CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services

1 rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by  
2 Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR  
3 is reinstated into participation in the Federal Health Care Programs.

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

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

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

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

28           C.       CONTRACTOR shall verify (by asking the applicable employees and

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

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

2. Notwithstanding the above, COUNTY, at its discretion, may terminate this Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as defined by COUNTY) that no excluded, suspended, or otherwise ineligible employee or subcontractor of 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.

1           **29.    PUBLICITY PROHIBITION**

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

10           **30.    COMPLAINTS**

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

18           Within ten (10) days after each incident or complaint affecting COUNTY clients,  
19 CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of  
20 the complaint, the complaint and CONTRACTOR'S disposition of, or corrective action taken to resolve the  
21 complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit I.  
22 CONTRACTOR shall file an incident report for all incidents involving clients, following the protocol and  
23 using the worksheet identified in Exhibit G.

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

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

28           In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),

the following information must be disclosed by CONTRACTOR by completing Exhibit K, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit K. Submissions shall be scanned pdf copies and are to be sent via email to COUNTY's assigned Staff Analyst with the DBH Contracts Division.

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

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

- A. Within the three-year period preceding the Agreement award, they have been convicted of, or had a civil judgment rendered against them for:
1. 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;
  2. Violation of a federal or state antitrust statute;
  3. Embezzlement, theft, forgery, bribery, falsification, or destruction of records;
- or
4. False statements or receipt of stolen property.
- B. Within a three-year period preceding their Agreement award, they have had a public transaction (federal, state, or local) terminated for cause or default.

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

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

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

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

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

**34. AUDITS AND INSPECTIONS**

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



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

4 **35. NOTICES**

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

7 COUNTY

8 Director, Fresno County  
9 Department of Behavioral Health  
3133 N. Millbrook Ave  
10 Fresno, CA 93702

CONTRACTOR

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

11 All notices between COUNTY and CONTRACTOR provided for or permitted under this  
12 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
13 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
14 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
15 mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid,  
16 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
17 (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees  
18 prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice  
19 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such  
20 transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be  
21 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine  
22 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in  
23 this section establishes, waives, or modifies any claims presentation requirements or procedures provided  
24 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government  
25 Code, beginning with section 810).

26 **36. GOVERNING LAW**

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

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

3 **37. SEVERABILITY**

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

6 **38. ENTIRE AGREEMENT**

7 This Agreement, including all Exhibits, Revised RFP No. 18-036 and CONTRACTOR's  
8 Response thereto, constitutes the entire agreement between CONTRACTOR and COUNTY with respect  
9 to the subject matter hereof and supersedes all previous agreement negotiations, proposals,  
10 commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless  
11 expressly included in this Agreement.

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3  
4 **COMPREHENSIVE YOUTH SERVICES**  
5 **OF FRESNO, INC.**

**COUNTY OF FRESNO**

6 *Becky Kramer*  
7 (Authorized Signature)

8 *Sal Quintero*  
9 Sal Quintero,  
Chairperson of the Board of Supervisors  
of the County of Fresno

10 *Becky Kramer Executive Director*  
11 Print Name & Title

12 *4545 N. West Ave.*

13 *Fresno, CA 93705*

14 Mailing Address

15 **ATTEST:**  
16 Bernice E. Seidel  
17 Clerk of the Board of Supervisors  
18 County of Fresno, State of California

19 By: *Susan Bishop*  
20 Deputy

21 FOR ACCOUNTING USE ONLY:

22 ORG No.: 56304321  
23 Account No.: 7295  
24 Requisition No.:  
25  
26  
27  
28

Department of Behavioral Health  
Functional Family Therapy Services to Children/Youth

SUMMARY OF SERVICES

PROVIDER: Comprehensive Youth Services of Fresno, Inc.

4545 N. West Avenue  
Fresno, CA 93705

CONTRACT TERM: January 1, 2019 - June 30, 2019  
July 1, 2019 - June 30, 2020  
July 1, 2020 - June 30, 2021  
July 1, 2021 - June 30, 2022  
July 1, 2022 - June 30, 2023

**I. SCHEDULE OF SERVICES:**

Services for Functional Family Therapy, a Prevention and Early Intervention (PEI) program, under this Agreement, will be available to clients and their families during the hours of 7:00am-8:00pm Monday - Friday. Additional services will be provided after the standard hours of operation and on weekends as needed to address client concerns and/or provide services to client who are unavailable for services during standard business hours.

**II. TARGET POPULATION:**

The target population is youth, ages 11-18 years, who are at-risk of involvement or are currently involved in the juvenile justice system, and have a significant family conflict. Additionally, services shall be provided to clients/families in rural/metro areas; to clients/families that have no or limited means of payment for services; to clients/families who have traditionally been reluctant to seek services from traditional mental health setting; and to clients/families who are in danger of homelessness, hospitalizations, out of home placements, or emergency room visits.

The program will serve a minimum of 450 unduplicated identified clients within each 12-month period of this Agreement. In addition, identified clients' siblings, other relatives, caregivers, and other significant support person may participate and receive specialty mental health services from this program.

**III. PROJECT DESCRIPTION:**

Comprehensive Youth Services of Fresno, Inc. (CYS) will provide services to the target population under the Mental Health Services ACT (MHSA) PEI framework. Services to youth referred to this program will be provided within the parameters mentioned below. Parents/caregivers and other members of the family may be assessed for treatment needs, and provided services as needed, or may be linked to other treatment programs or community resources to meet each individual's needs. Services are conducted in both clinic and home settings, and can also be provided in a variety of settings including schools, child welfare facilities, probation and parole offices/aftercare systems, and mental health facilities.

#### Intake and Initial Assessment

Youth may be referred to this program through various sources including, but not limited to, COUNTY's Family Behavioral Health Court, Probation, Department of Behavioral Health (DBH), Department of Social Services (DSS), schools, other community-based organizations, or as requested by parents and other caregivers.

DBH clients will be prioritized; Contractor will be responsible for contacting County DBH first whenever an opening becomes available. CONTRACTOR will contact the family of the referred youth within 24 hours of receipt of the referral to determine if it is appropriate for the youth and family to receive FFT services under this Agreement. If services are appropriate, an initial intake/assessment will be scheduled no later than 10 days from the initial contact.

#### Termination and Discharge

Client discharge is determined on a case-by-case basis, with regard to the youth's progress toward individualized treatment goals. Reasons for discharge include FFT no longer meets the needs of the youth and family; youth and family have met treatment goals; lack of progress; lack of participation; and/or the client has aged out of the program.

#### Evidence-Based Practices

Evidence-based practices (EBP) utilized in FFT include Engagement in Change, Motivation to Change, Relational/Interpersonal Assessment and Planning for Behavior Change, Behavior Change, and Generalization Across Behavioral Domains and Multiple Systems.

### **IV. CONTRACTOR RESPONSIBILITIES:**

CONTRACTOR shall:

- A. CONTRACTOR shall carefully adhere to the principles of FFT evidence-based practice model and procedures, as well as the competent delivery of the model.
- B. CONTRACTOR shall participate in continuing training and technical assistance with a certified agency that can provide clinical oversight of the delivery of the FFT model.
- C. Develop, coordinate, and provide formal and informal supports and services for the client and family, as well as develop or expand parent advocacy and support network.
- D. Institute mental health treatment models other than those listed above, as needed, to meet the mental health treatment needs of the children and families engaged in services offered through this Agreement.
- E. Provide Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) when medically necessary.
- F. Provide services in alignment with the Fresno County Department of Behavioral Health Guiding Principles of Care Delivery, as defined in Exhibit C.
- G. Provide services in accordance with national standards for Culturally and Linguistically Appropriate Services (CLAS), as defined in Exhibit J.

H. Ensure that written policies and procedures guides (PPG), as they relate to this Agreement, are up to date, and available to be shared with COUNTY, upon request.

I. Measure and report client and system outcomes consistent with the COUNTY's MHSA Plan requirements.

J. Provide parenting groups that are conducted in the preferred language of the participant client/families.

K. Maintain appropriate client to staff ratios with job classifications, responsibilities, and licensure/certification, as recommended or required by MHSA FSP standards.

L. Provide the following staffing components, at minimum:

1. Licensed or license-eligible therapists: Provide evidenced-based clinical treatment. At least one of the therapist positions will be occupied by a former client or family member with comparable experience to the child and family receiving services. At least one of the therapist positions shall be occupied by a licensed clinician with advanced training in infant mental health in order to provide adequate oversight. These positions shall be recruited based on linguistic and cultural needs of the targeted population (e.g., Latino, Southeast Asian, African American, Native American, and/or SED).

2. Licensed or license-eligible therapists: Provide linkages and therapeutic services to enrolled children and their caregivers as identified in the individual services and supports plan.

3. Care manager or parent partner: Provide direct services to children and families including home visitation, case management, outreach, community resource information and referral

M. Facilitate extensive community resource development and outreach to increase access to and awareness of program services through participation in community resource fairs, public presentations, distribution of informational materials, one-on-one communications with community partners, visits to local schools and daycare centers.

N. Provide outreach and education to referring agencies to assist those agencies as they determine appropriate resources for clients in need of services.

O. Utilize targeted outreach strategies to reach harder to engage communities, such as the Native American population and rural communities.

P. Secure the services of trained translators/interpreters as may be necessary.

Q. Develop a plan to continually engage targeted populations.

R. Distribute literature/informational brochures in appropriate languages and request feedback as to how access to care could be improved for these culturally diverse communities.

**V. COUNTY RESPONSIBILITIES:**

COUNTY shall:

A. Provide oversight, through its MHSA Coordinator or designee, and collaborate with CONTACTOR and other COUNTY Departments and community agencies to help achieve State program goals and outcomes. Oversight includes, but is not limited to, contract monitoring and coordination with the State Department of Health Care Services in regard to program administration and outcomes.

B. Assist CONTRACTOR in making linkages with the total mental health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.

C. Participate in evaluating overall program progress and efficiency, and be available to CONTRACTOR for ongoing consultation.

D. Gather outcome information from target client groups and CONTRACTOR throughout each term of this Agreement. COUNTY shall notify CONTRACTOR when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.

E. Assist CONTRACTOR'S efforts toward cultural and linguistic competency by providing the following to CONTRACTOR:

1. Technical assistance and training regarding cultural competency requirements at no cost to CONTRACTOR.
2. Mandatory cultural competency training for CONTRACTOR's personnel, on an annual basis, at minimum.
3. Technical assistance for translating information into COUNTY's threshold languages (Spanish and Hmong). Translation services and costs associated will be the responsibility of CONTRACTOR.

**VI. PERFORMANCE MEASUREMENT:**

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

<u>Goal/Objective 1:</u>	Increase the delivery of mental health treatment services to unserved and underserved clients and families with limited or no means of payment.
<u>Outcome 1A:</u>	FFT PEI program services shall be provided to clients and families with limited or no means of payment.

<u>Outcome Indicator 1A:</u>	More than 50% of clients/families receiving FFT PEI program services shall have limited or no means of payment for mental health services as indicated by the payer sources identified for the clients on monthly client rosters and program reports.
<u>Outcome 1B:</u>	FFT PEI program services shall be provided to clients/families in rural Fresno County areas.
<u>Outcome Indicator 1B:</u>	More than 50% of the clients/families receiving FFT PEI program services shall reside in rural Fresno County areas as indicated by the zip codes identified for clients on monthly client rosters and program reports (client rosters should include client demographic data, e.g., age, gender, residence, etc.; and client utilization data, e.g., quantity/quality of services delivered).
<u>Goal/Objective 2:</u>	Identify and build upon individual and family strengths and assets to help parents and children develop new skills to enhance family cohesion.
<u>Outcome 2:</u>	Clients will gain skills to reduce family conflict and the ability to identify familial strengths.
<u>Outcome Indicator 2:</u>	75% of clients/families completing the FFT program will report an increase in family cohesion as measured by Client Outcome Measurement tools and Outcome Questionnaires.
<u>Goal/Objective 3:</u>	Improve functioning of clients completing the FFT PEI program.
<u>Outcome 3:</u>	Clients will gain self confidence, increased ability to handle anger and manage difficult situations, and experience improved individual functioning.
<u>Outcome Indicator 3A:</u>	85% of the clients that participate in the FFT PEI program will report functional improvement measured by CANS (Child/Adolescent Needs and Strengths) scores.
<u>Outcome Indicator 3B:</u>	50% of the clients that complete the FFT PEI program will report a decrease in school problems between start of program and end of program.
<u>Outcome Indicator 3C:</u>	50% of the clients that complete the FFT PEI program will report a decrease in inpatient mental health crisis visits between start of program and end of program.
<u>Outcome Indicator 3D:</u>	50% of the clients that complete the FFT PEI program will report a decrease in recidivism into the Juvenile Justice System between start of program and end of program.



<u>Outcome Indicator 3E:</u>	85% of the clients participating in the FFT PEI program that are diagnosed with mental health disorders, e.g., conduct disorder, oppositional defiant disorder, disruptive behavior disorder, etc., when they begin the FFT PEI program will report improvement after successfully completing the program.
<u>Goal/Objective 4:</u>	Ensure clients/families are actively engaged in the FFT PEI program.
<u>Outcome 4:</u>	Clients/families will indicate satisfaction with FFT PEI program services they receive.
<u>Outcome Indicator 4:</u>	At a minimum, 80% percent of clients/families will report their satisfaction with program services on the CONTRACTOR's consumer satisfaction surveys, and the semi-annual State POQI survey.

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

CONTRACTOR shall provide either existing or sample measureable outcomes reports. The CONTRACTOR will be required to submit measureable outcomes on an annual basis, as identified in the Departments Policy and Procedure Guide (PPG) 1.2.7 Performance Outcomes Measures, attached hereto to this RFP as Exhibit D. Performance outcomes measures must be approved by the Department and satisfy all State and local mandates. The Department will provide technical assistance and support in defining measureable outcomes. All performance indicators will reflect the four domains identified by the Commission Accreditation of Rehabilitation Facilities (CARF). The domains are Effectiveness, Efficiency, Access, and Satisfaction. These are defined and listed below.

The Fresno County Department of Behavioral Health collects data about the characteristics of the persons served and measures service delivery performance indicators in each of the following CARF DOMAINS: At minimum, one performance indicator will be identified for each of the four CARF domains listed below.

1. **Effectiveness:** A performance dimension that assesses the degree to which an intervention or services have achieved the desired outcome/result/quality of care through measuring change over time. The results achieved and outcomes observed are for persons served.

*Examples of indicators include:* Persons get a job with benefits, or receive supports needed to live in the community, increased function, activities, or participation, and improvement of health, employment/earnings, or plan of care goal attainment.

2. **Efficiency:** Relationship between results and resources used, such as time, money, and staff. The demonstration of the relationship between results and the resources used to achieve them. A performance dimension addressing the relationship between the outputs/results and the resources used to deliver the service.

*Examples of indicators include:* Direct staff cost per person served, amount of time it takes to achieve an outcome, gain in scores per days of service, service hours per person achieving some positive outcome, total budget (actual cost) per person served, length of stay and direct service hours of clinical and medical staff.

3. **Access:** Organizations' capacity to provide services of those who desire or need services. Barriers or lack thereof for persons obtaining services. The ability of clients to receive the right service at the right time. A performance dimension addressing the degree to which a person needing services is able to access those services.

*Examples of indicators include:* Timeliness of program entry (From 1st request for service to 1st service), ongoing wait times/wait lists, minimizing barriers to getting services, and no-show/cancellation rates.

4. **Satisfaction:** Satisfaction Measures are usually orientated towards consumers, family, staff, and stakeholders. The degree to which clients, the County and other stakeholders are satisfied with services. A performance dimension that describes reports or ratings from persons served about services received from an organization.

*Examples of indicators include:* opinion of persons served or other key stakeholders in regards to access, process, or outcome of services received, Consumer and/or Treatment Perception Survey.

Final selected measures will be agreed upon in contract negotiations along with liquidated damages. CONTRACTOR must address each of the categories referenced above and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided to clients and/or to evaluate overall program performance. DBH may adjust the performance and outcome measures periodically throughout the duration of the agreement, as needed, to best measure the program as determined by County. CONTRACTOR will be required to utilize and integrate clinical tools as directed by DBH.

CONTRACTOR must utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained. The data tracking system may be incorporated into the CONTRACTOR'S Electronic Health Record (EHR) or be a stand-alone database. DBH must be afforded read-only access to the data tracking system, if applicable. DBH prefers that the CONTRACTOR utilize our current EHR (Avatar) with full access being provided by DBH. However, if the CONTRACTOR is unable or unwilling to utilize our current EHR, arrangements must be made to ensure that an interface to transfer all necessary reporting and outcome information is developed to meet the needs of DBH.

## **VII.REPORTS:**

A. CONTRACTOR shall prepare an evaluation report annually, which will be submitted to COUNTY's DBH and made available to partnering and interested local agencies and organizations (e.g., project collaborators, other community agencies, and mental health treatment providers). Annual evaluation reports will include the following information:

demographics of the target population served, services provided to each participant, number of hospitalizations, enrollment in school, results of data analysis compared to planned process, output and outcome measures, barriers to program implementation and measures taken to overcome those barriers, accomplishments of program participants, lessons learned, and the final result of any and all satisfactory survey(s).

B. CONTRACTOR shall be expected to comply with all contract monitoring and compliance protocols, procedures, data collection methods, and reporting requirements conducted by COUNTY.

C. Additional reports and outcome information may be requested by COUNTY at a later date, as needed.

**FUNCTIONAL FAMILY THERAPY SERVICES  
COMPREHENSIVE YOUTH SERVICES OF FRESNO, INC.  
6 months: January 1, 2019 - June 30, 2019**

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin	Direct	Total
PERSONNEL SALARIES:					
0001	FFT Team Site Supervisors	2.00	\$ -	\$ 94,837	\$ 94,837
0002	Clinical Director	0.40	\$ -	\$ 22,530	\$ 22,530
0003	Clinical Oversight/Peer Review	0.30	\$ -	\$ 20,269	\$ 20,269
0004	Community Mental Health Specialists	14.00	\$ -	\$ 353,316	\$ 353,316
0005	Care Managers/Parent Partner	4.00	\$ -	\$ 84,997	\$ 84,997
0006	Finance Dir/HR Mgr/Finance & Clerical Support	Varies	\$ 18,152	\$ 37,738	\$ 55,890
SALARY TOTAL			\$ 18,152	\$ 613,687	\$ 631,839
PAYROLL TAXES:					
0030	OASDI		\$ -	\$ -	\$ -
0031	FICA/MEDICARE		\$ 1,389	\$ 46,948	\$ 48,337
0032	SUI		\$ 341	\$ 9,442	\$ 9,783
PAYROLL TAX TOTAL			\$ 1,730	\$ 56,390	\$ 58,120
EMPLOYEE BENEFITS:					
0040	Retirement		\$ 811	\$ 27,318	\$ 28,129
0041	Workers Compensation		\$ 186	\$ 7,491	\$ 7,677
0042	Health Insurance (medical, vision, life, dental)		\$ 2,030	\$ 85,953	\$ 87,983
EMPLOYEE BENEFITS TOTAL			\$ 3,027	\$ 120,762	\$ 123,789
SALARY & BENEFITS GRAND TOTAL					\$ 813,748
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$ 64,949
1011	Rent/Lease Equipment				\$ 20,592
1012	Utilities				\$ 17,825
1013	Building Maintenance				\$ 8,096
1014	Equipment purchase				\$ -
FACILITY/EQUIPMENT TOTAL					\$ 111,462

OPERATING EXPENSES:

1060	Telephone	\$	10,378
1061	Answering Service	\$	-
1062	Postage	\$	-
1063	Printing/Reproduction	\$	300
1064	Publications	\$	-
1065	Legal Notices/Advertising	\$	-
1066	Office Supplies & Equipment	\$	12,851
1067	Household Supplies	\$	-
1068	Food	\$	1,200
1069	Program Supplies - Therapeutic	\$	5,000
1070	Program Supplies - Medical	\$	-
1071	Transportation of Clients	\$	-
1072	Staff Mileage/vehicle maintenance	\$	24,713
1073	Staff Travel (Out of County)	\$	8,240
1074	Staff Training/Registration	\$	23,711
1075	Lodging	\$	8,250
1076	Other - (Identify)	\$	-
1077	Other - (Identify)	\$	-
OPERATING EXPENSES TOTAL			\$ 94,643

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	2,926
1082	Liability Insurance	\$	-
1083	Administrative Overhead	\$	8,197
1084	Payroll Services	\$	2,880
1085	Professional Liability Insurance	\$	-
FINANCIAL SERVICES TOTAL			\$ 14,003

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant	\$	2,632
1091	Translation Services	\$	1,000
1092	Medication Supports	\$	375
SPECIAL EXPENSES TOTAL			\$ 4,007

FIXED ASSETS:

1190	Computers & Software	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - Leased Automobile	\$	2,520
FIXED ASSETS TOTAL			\$ 2,520

**NON MEDI-CAL CLIENT SUPPORT EXPENSES:**

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	8,000
2002.2	Client Transportation & Support (SFC 72)	\$	1,000
2002.3	Education Support (SFC 72)	\$	1,800
2002.4	Employment Support (SFC 72)	\$	800
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		\$	11,600
<b>TOTAL PROGRAM EXPENSES</b>		\$	<b>1,051,983</b>

**MEDI-CAL REVENUE:**

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	167,843	\$2.84	\$ 476,674
3100	Case Management	38,657	\$2.21	\$ 85,432
3200	Crisis Services	440	\$4.23	\$ 1,861
3300	Medication Support	-	\$4.82	\$ -
3400	Collateral	10,224	\$2.84	\$ 29,036
3500	Plan Development	1,942	\$2.84	\$ 5,515
3600	Assessment	38,648	\$2.84	\$ 109,760
3700	Rehabilitation	2,536	\$2.84	\$ 7,202
Estimated Specialty Mental Health Services Billing Totals		260,290		\$ 715,480
Estimated % of Clients that are Medi-Cal Beneficiaries				100%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$ 715,480
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			50.00%	\$ 357,740
State M/Cal Share of Cost % (BH Realignment/EPSTDT)			50.00%	\$ 357,740
MEDI-CAL REVENUE TOTAL				\$ 715,480

**OTHER REVENUE:**

4100	Other - (Identify)	\$	-
4200	Other - (Identify)	\$	-
4300	Other - (Identify)	\$	-
<b>OTHER REVENUE TOTAL</b>		\$	-

**MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:**

5000	Prevention & Early Intervention (PEI) Funds	\$	336,503
5100	Community Services & Supports (CSS) Funds	\$	-
5200	Innovation (INN) Funds	\$	-
5300	Workforce Education & Training (WET) Funds	\$	-
<b>MHSA FUNDS TOTAL</b>		\$	336,503
<b>TOTAL PROGRAM REVENUE</b>		\$	<b>1,051,983</b>

**FUNCTIONAL FAMILY THERAPY SERVICES  
COMPREHENSIVE YOUTH SERVICES OF FRESNO, INC.  
FY 2019 - 2020**

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin	Direct	Total
PERSONNEL SALARIES:					
0001	FFT Team Site Supervisors	2.00	\$ -	\$ 203,609	\$ 203,609
0002	Clinical Director	0.32	\$ -	\$ 38,416	\$ 38,416
0003	Clinical Oversight/Peer Review	0.30	\$ -	\$ 43,668	\$ 43,668
0004	Community Mental Health Specialists	14.00	\$ -	\$ 736,276	\$ 736,276
0005	Care Managers/Parent Partner	4.00	\$ -	\$ 164,309	\$ 164,309
0006	Finance Dir/HR Mgr/Finance & Clerical Support	Varies	\$ 43,372	\$ 70,971	\$ 114,343
SALARY TOTAL			\$ 43,372	\$ 1,257,249	\$ 1,300,621
PAYROLL TAXES:					
0030	OASDI		\$ -	\$ -	\$ -
0031	FICA/MEDICARE		\$ 3,317	\$ 96,183	\$ 99,500
0032	SUI		\$ 435	\$ 11,293	\$ 11,728
PAYROLL TAX TOTAL			\$ 3,752	\$ 107,476	\$ 111,228
EMPLOYEE BENEFITS:					
0040	Retirement		\$ 2,172	\$ 62,874	\$ 65,046
0041	Workers Compensation		\$ 441	\$ 15,360	\$ 15,801
0042	Health Insurance (medical, vision, life, dental)		\$ 4,780	\$ 171,998	\$ 176,778
EMPLOYEE BENEFITS TOTAL			\$ 7,393	\$ 250,232	\$ 257,625
SALARY & BENEFITS GRAND TOTAL					\$ 1,669,474
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$ 120,728
1011	Rent/Lease Equipment				\$ 27,108
1012	Utilities				\$ 27,802
1013	Building Maintenance				\$ 14,567
1014	Equipment purchase				\$ -
FACILITY/EQUIPMENT TOTAL					\$ 190,205

OPERATING EXPENSES:

1060	Telephone	\$	25,994
1061	Answering Service	\$	-
1062	Postage	\$	-
1063	Printing/Reproduction	\$	300
1064	Publications	\$	-
1065	Legal Notices/Advertising	\$	-
1066	Office Supplies & Equipment	\$	17,408
1067	Household Supplies	\$	-
1068	Food	\$	1,200
1069	Program Supplies - Therapeutic	\$	6,000
1070	Program Supplies - Medical	\$	-
1071	Transportation of Clients	\$	-
1072	Staff Mileage/vehicle maintenance	\$	48,761
1073	Staff Travel (Out of County)	\$	9,440
1074	Staff Training/Registration	\$	40,066
1075	Lodging	\$	8,660
1076	Other - (Identify)	\$	-
1077	Other - (Identify)	\$	-
OPERATING EXPENSES TOTAL			\$ 157,829

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	8,477
1082	Liability Insurance	\$	-
1083	Administrative Overhead	\$	7,174
1084	Payroll Services	\$	4,696
1085	Professional Liability Insurance	\$	9,977
FINANCIAL SERVICES TOTAL			\$ 30,324

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant	\$	19,318
1091	Translation Services	\$	2,000
1092	Medication Supports	\$	750
SPECIAL EXPENSES TOTAL			\$ 22,068

FIXED ASSETS:

1190	Computers & Software	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - Leased Automobile	\$	6,300
FIXED ASSETS TOTAL			\$ 6,300



**NON MEDI-CAL CLIENT SUPPORT EXPENSES:**

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	12,000
2002.2	Client Transportation & Support (SFC 72)	\$	3,500
2002.3	Education Support (SFC 72)	\$	3,000
2002.4	Employment Support (SFC 72)	\$	1,500
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		\$	20,000
<b>TOTAL PROGRAM EXPENSES</b>		\$	<b>2,096,200</b>

**MEDI-CAL REVENUE:**

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	333,866	\$2.84	\$ 948,179
3100	Case Management	76,890	\$2.21	\$ 169,927
3200	Crisis Services	876	\$4.23	\$ 3,705
3300	Medication Support	-	\$4.82	\$ -
3400	Collateral	20,338	\$2.84	\$ 57,760
3500	Plan Development	3,863	\$2.84	\$ 10,971
3600	Assessment	76,876	\$2.84	\$ 218,328
3700	Rehabilitation	5,044	\$2.84	\$ 14,325
Estimated Specialty Mental Health Services Billing Totals		517,753		\$ 1,423,195
Estimated % of Clients that are Medi-Cal Beneficiaries				100%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$ 1,423,195
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			50.00%	\$ 711,598
State M/Cal Share of Cost % (BH Realignment/EPSTDT)			50.00%	\$ 711,598
MEDI-CAL REVENUE TOTAL				\$ 1,423,195

**OTHER REVENUE:**

4100	Other - (Identify)	\$	-
4200	Other - (Identify)	\$	-
4300	Other - (Identify)	\$	-
<b>OTHER REVENUE TOTAL</b>		\$	-

**MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:**

5000	Prevention & Early Intervention (PEI) Funds	\$	673,005
5100	Community Services & Supports (CSS) Funds	\$	-
5200	Innovation (INN) Funds	\$	-
5300	Workforce Education & Training (WET) Funds	\$	-
<b>MHSA FUNDS TOTAL</b>		\$	673,005
<b>TOTAL PROGRAM REVENUE</b>		\$	<b>2,096,200</b>

**FUNCTIONAL FAMILY THERAPY SERVICES  
COMPREHENSIVE YOUTH SERVICES OF FRESNO, INC.  
FY 2020 - 2021**

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin	Direct	Total
PERSONNEL SALARIES:					
0001	FFT Team Site Supervisors	2.00	\$ -	\$ 210,515	\$ 210,515
0002	Clinical Director	0.32	\$ -	\$ 39,798	\$ 39,798
0003	Clinical Oversight/Peer Review	0.30	\$ -	\$ 45,246	\$ 45,246
0004	Community Mental Health Specialists	14.00	\$ -	\$ 763,897	\$ 763,897
0005	Care Managers/Parent Partner	4.00	\$ -	\$ 169,915	\$ 169,915
0006	Finance Dir/HR Mgr/Finance & Clerical Support	Varies	\$ 44,921	\$ 73,491	\$ 118,412
SALARY TOTAL			\$ 44,921	\$ 1,302,862	\$ 1,347,783
PAYROLL TAXES:					
0030	OASDI		\$ -	\$ -	\$ -
0031	FICA/MEDICARE		\$ 3,436	\$ 99,672	\$ 103,108
0032	SUI		\$ 489	\$ 12,702	\$ 13,191
PAYROLL TAX TOTAL			\$ 3,925	\$ 112,374	\$ 116,299
EMPLOYEE BENEFITS:					
0040	Retirement		\$ 2,248	\$ 65,155	\$ 67,403
0041	Workers Compensation		\$ 456	\$ 15,919	\$ 16,375
0042	Health Insurance (medical, vision, life, dental)		\$ 4,942	\$ 177,811	\$ 182,753
EMPLOYEE BENEFITS TOTAL			\$ 7,646	\$ 258,885	\$ 266,531
SALARY & BENEFITS GRAND TOTAL					\$ 1,730,613
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$ 123,899
1011	Rent/Lease Equipment				\$ 27,504
1012	Utilities				\$ 28,372
1013	Building Maintenance				\$ 14,120
1014	Equipment purchase				\$ -
FACILITY/EQUIPMENT TOTAL					\$ 193,895

OPERATING EXPENSES:

1060	Telephone	\$	26,267
1061	Answering Service	\$	-
1062	Postage	\$	-
1063	Printing/Reproduction	\$	300
1064	Publications	\$	-
1065	Legal Notices/Advertising	\$	-
1066	Office Supplies & Equipment	\$	18,130
1067	Household Supplies	\$	-
1068	Food	\$	1,200
1069	Program Supplies - Therapeutic	\$	6,000
1070	Program Supplies - Medical	\$	-
1071	Transportation of Clients	\$	-
1072	Staff Mileage/vehicle maintenance	\$	48,766
1073	Staff Travel (Out of County)	\$	5,565
1074	Staff Training/Registration	\$	15,593
1075	Lodging	\$	5,550
1076	Other - (Identify)	\$	-
1077	Other - (Identify)	\$	-
OPERATING EXPENSES TOTAL		\$	127,371

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	8,732
1082	Liability Insurance	\$	-
1083	Administrative Overhead	\$	7,305
1084	Payroll Services	\$	4,837
1085	Professional Liability Insurance	\$	10,198
FINANCIAL SERVICES TOTAL		\$	31,072

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant	\$	19,372
1091	Translation Services	\$	2,000
1092	Medication Supports	\$	750
SPECIAL EXPENSES TOTAL		\$	22,122

FIXED ASSETS:

1190	Computers & Software	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - Leased Automobile	\$	6,300
FIXED ASSETS TOTAL		\$	6,300

**NON MEDI-CAL CLIENT SUPPORT EXPENSES:**

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	12,000
2002.2	Client Transportation & Support (SFC 72)	\$	3,500
2002.3	Education Support (SFC 72)	\$	3,000
2002.4	Employment Support (SFC 72)	\$	1,500
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		\$	20,000
<b>TOTAL PROGRAM EXPENSES</b>		\$	<b>2,131,373</b>

**MEDI-CAL REVENUE:**

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	342,117	\$2.84	\$ 971,612
3100	Case Management	78,790	\$2.21	\$ 174,126
3200	Crisis Services	898	\$4.23	\$ 3,799
3300	Medication Support	-	\$4.82	\$ -
3400	Collateral	20,840	\$2.84	\$ 59,186
3500	Plan Development	3,958	\$2.84	\$ 11,241
3600	Assessment	78,776	\$2.84	\$ 223,724
3700	Rehabilitation	5,169	\$2.84	\$ 14,680
Estimated Specialty Mental Health Services Billing Totals		530,548		\$ 1,458,368
Estimated % of Clients that are Medi-Cal Beneficiaries				100%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$ 1,458,368
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			50.00%	\$ 729,184
State M/Cal Share of Cost % (BH Realignment/EPSTDT)			50.00%	\$ 729,184
MEDI-CAL REVENUE TOTAL				\$ 1,458,368

**OTHER REVENUE:**

4100	Other - (Identify)	\$	-
4200	Other - (Identify)	\$	-
4300	Other - (Identify)	\$	-
<b>OTHER REVENUE TOTAL</b>		\$	-

**MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:**

5000	Prevention & Early Intervention (PEI) Funds	\$	673,005
5100	Community Services & Supports (CSS) Funds	\$	-
5200	Innovation (INN) Funds	\$	-
5300	Workforce Education & Training (WET) Funds	\$	-
<b>MHSA FUNDS TOTAL</b>		\$	673,005
<b>TOTAL PROGRAM REVENUE</b>		\$	<b>2,131,373</b>

**FUNCTIONAL FAMILY THERAPY SERVICES  
COMPREHENSIVE YOUTH SERVICES OF FRESNO, INC.  
FY 2021 - 2022**

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin	Direct	Total
PERSONNEL SALARIES:					
0001	FFT Team Site Supervisors	2.00	\$ -	\$ 214,761	\$ 214,761
0002	Clinical Director	0.32	\$ -	\$ 40,593	\$ 40,593
0003	Clinical Oversight/Peer Review	0.30	\$ -	\$ 46,155	\$ 46,155
0004	Community Mental Health Specialists	14.00	\$ -	\$ 779,224	\$ 779,224
0005	Care Managers/Parent Partner	4.00	\$ -	\$ 173,737	\$ 173,737
0006	Finance Dir/HR Mgr/Finance & Clerical Support	Varies	\$ 45,812	\$ 75,020	\$ 120,832
SALARY TOTAL			\$ 45,812	\$ 1,329,490	\$ 1,375,302
PAYROLL TAXES:					
0030	OASDI		\$ -	\$ -	\$ -
0031	FICA/MEDICARE		\$ 3,505	\$ 101,706	\$ 105,211
0032	SUI		\$ 455	\$ 11,769	\$ 12,224
PAYROLL TAX TOTAL			\$ 3,960	\$ 113,475	\$ 117,435
EMPLOYEE BENEFITS:					
0040	Retirement		\$ 2,294	\$ 66,489	\$ 68,783
0041	Workers Compensation		\$ 465	\$ 16,242	\$ 16,707
0042	Health Insurance (medical, vision, life, dental)		\$ 5,166	\$ 185,893	\$ 191,059
EMPLOYEE BENEFITS TOTAL			\$ 7,925	\$ 268,624	\$ 276,549
SALARY & BENEFITS GRAND TOTAL					\$ 1,769,286
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$ 127,166
1011	Rent/Lease Equipment				\$ 27,913
1012	Utilities				\$ 28,960
1013	Building Maintenance				\$ 14,421
1014	Equipment purchase				\$ -
FACILITY/EQUIPMENT TOTAL					\$ 198,460

OPERATING EXPENSES:

1060	Telephone	\$	26,547
1061	Answering Service	\$	-
1062	Postage	\$	-
1063	Printing/Reproduction	\$	300
1064	Publications	\$	-
1065	Legal Notices/Advertising	\$	-
1066	Office Supplies & Equipment	\$	17,825
1067	Household Supplies	\$	-
1068	Food	\$	1,200
1069	Program Supplies - Therapeutic	\$	6,000
1070	Program Supplies - Medical	\$	-
1071	Transportation of Clients	\$	-
1072	Staff Mileage/vehicle maintenance	\$	48,771
1073	Staff Travel (Out of County)	\$	6,690
1074	Staff Training/Registration	\$	23,770
1075	Lodging	\$	7,050
1076	Other - (Identify)	\$	-
1077	Other - (Identify)	\$	-
OPERATING EXPENSES TOTAL			\$ 138,153

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	8,994
1082	Liability Insurance	\$	-
1083	Administrative Overhead	\$	7,439
1084	Payroll Services	\$	4,982
1085	Professional Liability Insurance	\$	10,426
FINANCIAL SERVICES TOTAL			\$ 31,841

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant	\$	19,429
1091	Translation Services	\$	2,000
1092	Medication Supports	\$	750
SPECIAL EXPENSES TOTAL			\$ 22,179

FIXED ASSETS:

1190	Computers & Software	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - Leased Automobile	\$	6,300
FIXED ASSETS TOTAL			\$ 6,300

**NON MEDI-CAL CLIENT SUPPORT EXPENSES:**

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	12,000
2002.2	Client Transportation & Support (SFC 72)	\$	3,500
2002.3	Education Support (SFC 72)	\$	3,000
2002.4	Employment Support (SFC 72)	\$	1,500
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		\$	20,000
<b>TOTAL PROGRAM EXPENSES</b>		\$	<b>2,186,219</b>

**MEDI-CAL REVENUE:**

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	354,985	\$2.84	\$ 1,008,157
3100	Case Management	81,754	\$2.21	\$ 180,676
3200	Crisis Services	931	\$4.23	\$ 3,938
3300	Medication Support	-	\$4.82	\$ -
3400	Collateral	21,624	\$2.84	\$ 61,412
3500	Plan Development	4,107	\$2.84	\$ 11,664
3600	Assessment	81,738	\$2.84	\$ 232,136
3700	Rehabilitation	5,363	\$2.84	\$ 15,231
Estimated Specialty Mental Health Services Billing Totals		550,502		\$ 1,513,214
Estimated % of Clients that are Medi-Cal Beneficiaries				100%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$ 1,513,214
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			50.00%	\$ 756,607
State M/Cal Share of Cost % (BH Realignment/EPSTDT)			50.00%	\$ 756,607
MEDI-CAL REVENUE TOTAL				\$ 1,513,214

**OTHER REVENUE:**

4100	Other - (Identify)	\$	-
4200	Other - (Identify)	\$	-
4300	Other - (Identify)	\$	-
<b>OTHER REVENUE TOTAL</b>		\$	-

**MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:**

5000	Prevention & Early Intervention (PEI) Funds	\$	673,005
5100	Community Services & Supports (CSS) Funds	\$	-
5200	Innovation (INN) Funds	\$	-
5300	Workforce Education & Training (WET) Funds	\$	-
<b>MHSA FUNDS TOTAL</b>		\$	673,005
<b>TOTAL PROGRAM REVENUE</b>		\$	<b>2,186,219</b>

**FUNCTIONAL FAMILY THERAPY SERVICES  
COMPREHENSIVE YOUTH SERVICES OF FRESNO, INC.  
FY 2022 - 2023**

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin	Direct	Total
PERSONNEL SALARIES:					
0001	FFT Team Site Supervisors	2.00	\$ -	\$ 221,686	\$ 221,686
0002	Clinical Director	0.32	\$ -	\$ 41,658	\$ 41,658
0003	Clinical Oversight/Peer Review	0.30	\$ -	\$ 47,538	\$ 47,538
0004	Community Mental Health Specialists	14.00	\$ -	\$ 802,798	\$ 802,798
0005	Care Managers/Parent Partner	4.00	\$ -	\$ 178,985	\$ 178,985
0006	Finance Dir/HR Mgr/Finance & Clerical Support	Varies	\$ 47,162	\$ 77,269	\$ 124,431
SALARY TOTAL			\$ 47,162	\$ 1,369,934	\$ 1,417,096
PAYROLL TAXES:					
0030	OASDI		\$ -	\$ -	\$ -
0031	FICA/MEDICARE		\$ 3,608	\$ 104,799	\$ 108,407
0032	SUI		\$ 509	\$ 13,179	\$ 13,688
PAYROLL TAX TOTAL			\$ 4,117	\$ 117,978	\$ 122,095
EMPLOYEE BENEFITS:					
0040	Retirement		\$ 2,361	\$ 68,509	\$ 70,870
0041	Workers Compensation		\$ 479	\$ 16,739	\$ 17,218
0042	Health Insurance (medical, vision, life, dental)		\$ 5,345	\$ 192,357	\$ 197,702
EMPLOYEE BENEFITS TOTAL			\$ 8,185	\$ 277,605	\$ 285,790
SALARY & BENEFITS GRAND TOTAL					\$ 1,824,981
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$ 130,531
1011	Rent/Lease Equipment				\$ 28,334
1012	Utilities				\$ 29,565
1013	Building Maintenance				\$ 15,433
1014	Equipment purchase				\$ -
FACILITY/EQUIPMENT TOTAL					\$ 203,863



OPERATING EXPENSES:

1060	Telephone	\$	26,837
1061	Answering Service	\$	-
1062	Postage	\$	-
1063	Printing/Reproduction	\$	300
1064	Publications	\$	-
1065	Legal Notices/Advertising	\$	-
1066	Office Supplies & Equipment	\$	18,026
1067	Household Supplies	\$	-
1068	Food	\$	1,200
1069	Program Supplies - Therapeutic	\$	6,000
1070	Program Supplies - Medical	\$	-
1071	Transportation of Clients	\$	-
1072	Staff Mileage/vehicle maintenance	\$	48,776
1073	Staff Travel (Out of County)	\$	4,015
1074	Staff Training/Registration	\$	12,648
1075	Lodging	\$	4,350
1076	Other - (Identify)	\$	-
1077	Other - (Identify)	\$	-
OPERATING EXPENSES TOTAL		\$	122,152

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$	-
1081	External Audit	\$	9,264
1082	Liability Insurance	\$	-
1083	Administrative Overhead	\$	7,579
1084	Payroll Services	\$	5,132
1085	Professional Liability Insurance	\$	10,661
FINANCIAL SERVICES TOTAL		\$	32,636

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant	\$	19,486
1091	Translation Services	\$	2,000
1092	Medication Supports	\$	750
SPECIAL EXPENSES TOTAL		\$	22,236

FIXED ASSETS:

1190	Computers & Software	\$	-
1191	Furniture & Fixtures	\$	-
1192	Other - Leased Automobile	\$	6,300
FIXED ASSETS TOTAL		\$	6,300

**NON MEDI-CAL CLIENT SUPPORT EXPENSES:**

2000	Client Housing Support Expenditures (SFC 70)	\$	-
2001	Client Housing Operating Expenditures (SFC 71)	\$	-
2002.1	Clothing, Food & Hygiene (SFC 72)	\$	12,000
2002.2	Client Transportation & Support (SFC 72)	\$	3,500
2002.3	Education Support (SFC 72)	\$	3,000
2002.4	Employment Support (SFC 72)	\$	1,500
2002.5	Respite Care (SFC 72)	\$	-
2002.6	Household Items	\$	-
2002.7	Utility Vouchers (SFC 72)	\$	-
2002.8	Child Care (SFC 72)	\$	-
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		\$	20,000
<b>TOTAL PROGRAM EXPENSES</b>		\$	<b>2,232,168</b>

**MEDI-CAL REVENUE:**

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	365,762	\$2.84	\$ 1,038,764
3100	Case Management	84,236	\$2.21	\$ 186,162
3200	Crisis Services	960	\$4.23	\$ 4,061
3300	Medication Support	-	\$4.82	\$ -
3400	Collateral	22,281	\$2.84	\$ 63,278
3500	Plan Development	4,232	\$2.84	\$ 12,019
3600	Assessment	84,220	\$2.84	\$ 239,185
3700	Rehabilitation	5,526	\$2.84	\$ 15,694
Estimated Specialty Mental Health Services Billing Totals		567,217		\$ 1,559,163
Estimated % of Clients that are Medi-Cal Beneficiaries				100%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$ 1,559,163
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			50.00%	\$ 779,582
State M/Cal Share of Cost % (BH Realignment/EPSDT)			50.00%	\$ 779,582
MEDI-CAL REVENUE TOTAL				\$ 1,559,163

**OTHER REVENUE:**

4100	Other - (Identify)	\$	-
4200	Other - (Identify)	\$	-
4300	Other - (Identify)	\$	-
<b>OTHER REVENUE TOTAL</b>		\$	-

**MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:**

5000	Prevention & Early Intervention (PEI) Funds	\$	673,005
5100	Community Services & Supports (CSS) Funds	\$	-
5200	Innovation (INN) Funds	\$	-
5300	Workforce Education & Training (WET) Funds	\$	-
<b>MHSA FUNDS TOTAL</b>		\$	673,005
<b>TOTAL PROGRAM REVENUE</b>		\$	<b>2,232,168</b>

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

---

### **DBH VISION:**

Health and well-being for our community.

### **DBH MISSION:**

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

### **DBH GOALS:**

Quadruple Aim

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

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

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

---

### 2. Principle Two - Strengths-based

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

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

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

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

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

---

### 6. Principle Six - Culturally Responsive

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

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

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

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

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

---

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

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

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

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

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

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

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

**Contractor and its employees and subcontractor shall:**

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

accurately describe the services provided.

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



Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

---

---

**For Individual Providers**

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

**Discipline:** ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

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

---

---

**For Group or Organizational Providers**

Group/Org. Name (print): \_\_\_\_\_

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

**Discipline:** ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: \_\_\_\_\_

Job Title (if different from Discipline): \_\_\_\_\_

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

### Documentation Standards For Client Records

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

#### A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.

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

2. Timeliness/Frequency Standard for Assessment

- An assessment will be completed at intake and updated as needed to document changes in the client's condition.
- Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

#### B. Client Plans

1. Client plans will:

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

## 2. Timeliness/Frequency of Client Plan:

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

## C. Progress Notes

### 1. Items that must be contained in the client record related to the client’s progress in treatment include:

- The client record will provide timely documentation of relevant aspects of client care
- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person’s professional degree, licensure or job title; and the relevant identification number, if applicable

- All entries will include the date services were provided
- The record will be legible
- The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

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

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

## **STATE MENTAL HEALTH REQUIREMENTS**

### **1. CONTROL REQUIREMENTS**

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

### **2. PROFESSIONAL LICENSURE**

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

### **3. CONFIDENTIALITY**

CONTRACTOR(S) 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(S) 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(S) 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(S) 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(S) who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR(S).

5. **PATIENTS' RIGHTS**

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



**Department of Behavioral Health**  
**Dawan Utecht, Mental Health Director/Public Guardian**

*Providing Quality Mental Health and Substance Abuse Services for the People of Fresno County*

**Information Notice**

Date: May 29, 2018

To: Fresno County Mental Health Plan and Substance Use Services Contracted Providers

Subject: New Policy and Procedure Guide Regarding Incident Reporting and Intensive Analysis PPG 1.2.4.

**Effective June 1<sup>st</sup>, 2018, all contracted providers working within the Fresno County Mental Health Plan and Substance Use Disorder Services Providers will need to follow the new instructions for reporting incidents.**

An “Incident” is any event that compromises the health and safety of clients, employees, or community members. Any employee having knowledge of an incident will need to follow the appropriate reporting process. Incident reports help to increase safety in the provision of behavioral health care and substance use disorder services as well as recommend possible system, policy and/or protocol changes.

**The list below includes types of incidents to report:**

- All client deaths (natural causes or unexplained/unknown reasons)
- Attempted suicide (resulting in serious injury)
- Homicide or attempts at homicide
- Injury connected to services or at a service site (self-inflicted or by accident)  
Example- a client trips and falls but doesn’t require medical attention
- Medical Emergency connected to services or at a service site  
Example: Client has a seizure/heart attack during appointment
- Other (i.e. Clients escaping from a locked facility, medication erroneously given during appointment or mistakenly prescribed)
- Violence, Abuse or Assault connected to services or at a service site (toward client, others or property; resulting in serious injury)  
Example: Client hits a staff member/another client, sets fire to a trash can in the building

**Reporting Process**

- 1.) The encrypted report shall be completed and signed by the employee involved in or first aware of an incident.
- 2.) Reviewed and signed by a supervisor and/or Program Director and sent encrypted to the designated Contract Staff Analyst and [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us)
- 3.) **\*\*\*MHRC’s and PHF’s** must ALSO send the encrypted 24-Hour Unusual Occurrence Report (UOR) to the designated reporting contact at DHCS, your Contract Staff Analyst and [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) within **24 hours** of an incident or first knowledge of an incident.

**Steps 1, 2 and 3** must be completed within **24 hours** of an incident or first knowledge of an incident.

All reported incidents are reviewed by the DBH Intensive Analysis Committee (IAC). If further information is needed, your analyst will contact you as soon as possible. If a reported incident is determined to be an Unusual Occurrence (*which the Department of Health Care Services defines as: any event which jeopardizes the health and/or safety of clients, staff, and/or members of the community including but not limited to physical injury and death*), Contracted Providers not licensed directly by the state, may elect to submit their own Unusual Occurrence Report (UOR) in lieu of a DBH Manager or Intensive Analysis Committee member. UOR's shall be emailed encrypted to the DHCS designated reporting contact (per DHCS instructions), your Contract Staff Analyst **and** [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) within **five (5)** calendar days of an incident or first knowledge of an incident.

UOR's sent to DHCS may be subject to further investigation and/or information requested by DHCS, such as: Site Reviews and Plan(s) of Correction. A courtesy copy of correspondence between contracted providers and DHCS regarding UOR's shall also be sent to your Contract Staff Analyst **and** [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) for informational purposes. DBH may also conduct site visits, request contracted providers attest that an Intensive Analysis or similar (incident review, root cause analysis) has occurred, and/or may request additional analysis or information when necessary.

**If you are not sure if something is considered a reportable incident, need clarification on the reporting process and/or need a copy of the reporting form(s), contact your Contract Staff Analyst for assistance.**



## Fresno County Department of Behavioral Health-Incident Report

Send completed forms to [dbhincidentreporting@co.fresno.ca.us](mailto:dbhincidentreporting@co.fresno.ca.us) and designated contract analyst within 24 hours of an incident or knowledge of an incident. **DO NOT COPY OR REPRODUCE/NOT** part of the medical record.

### Client Information

Last Name: Click or tap here to enter text. First Name: Click or tap here to enter text. Middle Initial: Click or tap here to enter text.

Date of Birth: Click or tap here to enter text. Client ID#: Click or tap here to enter text. Gender: ☐ Male ☐ Female

County of Origin: Click or tap here to enter text.

Name of Reporting Party: Click or tap here to enter text.

Name of Facility: Click or tap here to enter text.

Facility Address: Click or tap here to enter text.

Facility Phone Number: Click or tap here to enter text.

### Incident (check all that apply)

☐ Homicide/Homicide Attempt ☐ Attempted Suicide (resulting in serious injury) ☐ Death of Client ☐ Medical Emergency

☐ Injury (self-inflicted or by accident) ☐ Violence/Abuse/Attempts to Assault (toward others, client and/or property)

☐ Other- Specify (i.e. medication errors, client escaping from locked facility, fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community): Click or tap here to enter text.

Date of Incident: Click or tap here to enter text. Time of Incident: Click or tap here to enter text. ☐ am ☐ pm

Location of Incident: Click or tap here to enter text.

Description of the Incident (Attach additional sheet if needed): Click or tap here to enter text.

Key People Directly Involved in Incident (witnesses, staff): Click or tap here to enter text.

### Action Taken (check all that apply)

☐ Consulted with Physician ☐ Called 911/EMS ☐ First Aid/CPR Administered ☐ Law Enforcement Contacted

☐ Client removed from building ☐ Parent/Legal Guardian Contacted ☐ Other (Specify): Click or tap here to enter text.

Description of Action Taken: Click or tap here to enter text.

Outcome of Incident (If Known): Click or tap here to enter text.

Form Completed by: \_\_\_\_\_  
Printed Name Signature Date

Reviewed by Supervisor/Program Manager: \_\_\_\_\_  
Printed Name Signature Date

### For Internal Use only:

☐ Report to Administration ☐ Report to Intensive Analysis Committee for additional review ☐ Request Additional Information

☐ No Action ☐ Unusual Occurrence ☐ Other: Click or tap here to enter text.

Revised 12 /2017

### Medi-Cal Organizational Provider Standards

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

- D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
  - E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
  - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
  - G. Policies and procedures are in place for dispensing, administering and storing medications.
11. For organizational providers that provide day treatment intensive or day rehabilitation, the provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Health Care Service's day treatment requirements. The COUNTY shall review the provider's written program description for compliance with the State Department of Health Care Service's day treatment requirements.
12. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three (3) years. The COUNTY may also conduct additional certification reviews when:
- The provider makes major staffing changes.
  - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
  - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
  - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
  - There is change of ownership or location.
  - There are complaints against the provider.
  - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

## **Fresno County Mental Health Plan**

### **Grievances**

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

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

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

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

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

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

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

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

### **Provider Problem Resolution and Appeals Process**

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

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

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

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

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

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

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

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

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

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

### Principal Standard:

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

### Governance, Leadership, and Workforce:

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

### Communication and Language Assistance:

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

### Engagement, Continuous Improvement, and Accountability:

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

## The Case for the Enhanced National CLAS Standards

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

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

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

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

### Bibliography:

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

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

NAME	ADDRESS	PROVIDER NUMBER



IV. A.	Has there been a change in ownership or control within the last year? .....	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, give date. _____		
B.	Do you anticipate any change of ownership or control within the year?.....	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, when? _____		
C.	Do you anticipate filing for bankruptcy within the year?.....	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, when? _____		
V.	Is the facility operated by a management company or leased in whole or part by another organization?.....	<input type="checkbox"/>	<input type="checkbox"/>
	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?.....	<input type="checkbox"/>	<input type="checkbox"/>
VII. A.	Is this facility chain affiliated? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(If yes, list name, address of corporation, and EIN.)		
	Name	EIN	
	Address (number, name)	City	State ZIP code
B.	If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?		
	(If yes, list name, address of corporation, and EIN.)		
	Name	EIN	
	Address (number, name)	City	State ZIP code

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

### **INSTRUCTIONS FOR CERTIFICATION**

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

**CERTIFICATION**

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

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

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

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

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

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

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

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

## SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

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