

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 10th day of September, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **The Fresno Center**, a California nonprofit corporation, whose address is 4879 East Kings Canyon Road, Fresno, California 93727, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, pursuant to the California Work Opportunity and Responsibility to Kids Act (Welfare and Institutions Code Sections 11200 et seq. hereinafter called "CalWORKs") and in accordance with the Welfare and Institutions Code (WIC) section 10531, COUNTY is required to provide a plan that includes mental health treatment services for CalWORKs recipients; and

WHEREAS, WIC section 11325.7 creates a funding stream for CalWORKs' recipients to receive necessary mental health services, including case management and treatment, thereby enabling them to make the transition from welfare to work; and

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

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

1. OBLIGATIONS

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 19-070, dated April 16, 2019, and Addendum No. One (1) to COUNTY's RFP No. 19-070, dated May 6, 2019, collectively hereinafter referred to as COUNTY's Revised RFP No. 19-070 and CONTRACTOR's response to said Revised RFP, all incorporated herein by reference and made part of this Agreement.

B. CONTRACTOR shall perform all services set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

C. In the event of any inconsistency among the documents described in Paragraphs One (1) A and B hereinabove, the inconsistency shall be resolved by giving precedence in the following

order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to COUNTY's Revised RFP No. 19-070, and 3) to the CONTRACTOR's response to the Revised RFP. A copy of COUNTY's Revised RFP 19-070 and CONTRACTOR's response shall be retained and made available during the term of this Agreement by COUNTY's Department of Social Services, hereinafter referred to as COUNTY's DSS.

2. TERM

The term of this Agreement shall commence on September 10, 2019 through and including June 30, 2020. This Agreement may be extended for one (1) additional consecutive twelve (12) month period upon the approval of both parties no later than thirty (30) days prior to the first day of the twelve (12) month extension period. The COUNTY's DSS Director, or designee, is authorized to execute such written approval on behalf of the COUNTY based on CONTRACTOR's satisfactory performance

3. TERMINATION

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

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

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

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of

1 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR  
2 shall promptly refund any such funds upon demand.

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

7 4. COMPENSATION

8 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to  
9 pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit B,  
10 Budget. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement  
11 shall be at CONTRACTOR's adopted rate per mile, not to exceed the IRS published rate.

12 In no event shall actual services performed under this Agreement be in excess of Three  
13 Million One Hundred Forty Eight Thousand Five Hundred Eighty Two and No/100 Dollars (\$3,148,582)  
14 for the initial period of September 10, 2019 through June 30, 2020. In no event shall actual services  
15 performed under this Agreement be in excess of Three Million One Hundred Forty Eight Thousand Five  
16 Hundred Eighty Two and No/100 Dollars (\$3,148,582) for the period of July 1, 2020 through June 30,  
17 2021. The cumulative total of this Agreement shall not be in excess of Six Million Two Hundred Ninety  
18 Seven Thousand One Hundred Sixty Four and No/100 Dollars (\$6,297,164).

19 Except as provided below regarding State payment delays, payments by COUNTY shall  
20 be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt,  
21 verification and approval of CONTRACTOR's invoices by COUNTY's DSS. If CONTRACTOR should fail  
22 to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further  
23 compensation. All final claims shall be submitted by CONTRACTOR within (60) days following the final  
24 month of service per contract year. No action shall be taken by COUNTY on claims submitted beyond  
25 the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR  
26 pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

27 It is understood that all expenses incidental to CONTRACTOR'S performance of services  
28 under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to comply with

any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation.

To the extent permitted by State and Federal rules and regulations, advanced payment of up to twenty percent (20%) of the compensation under this Agreement may be requested of COUNTY by CONTRACTOR. Advance payments shall be limited to implementation costs for new and/or expanded services only. Approval of an advanced payment is at the sole discretion of COUNTY's DSS Director or designee. If advanced payment occurs, the amount of the advanced payment shall be deducted in equal installments from claims submitted for the last six (6) months of the initial period of this Agreement.

#### 5. INVOICING

CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each month for expenditures incurred to provide services rendered in the previous month to:

[DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). Payments by COUNTY's DSS shall be in arrears, for actual services provided during the preceding month. A Monthly Activity Report (MAR) shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable to COUNTY's DSS. Invoices shall include all corresponding documentation submitted and identified by line item. Supporting documentation shall include but is not limited to receipts, invoices received and documented administrative/overhead costs. No reimbursement for services shall be made until invoices and MARs reviewed and approved by COUNTY's DSS.

At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email correspondence to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90) period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement. All final claims shall be submitted by CONTRACTOR within sixty (60) days following the month of actual service for which payment is claimed. No payment for services shall be made by COUNTY's DSS on claims submitted beyond sixty (60) days following the month of actual service for which payment is invoiced.

1           6.     INDEPENDENT CONTRACTOR:

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

10           CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
11 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject  
12 thereof.

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

21           7.     MODIFICATION:

22           A.     Any matters of this Agreement may be modified from time to time by the written  
23 consent of CONTRACTOR and DSS Director or Designee without, in any way, affecting the remainder.

24           B.     Notwithstanding the above, changes to the budget, attached hereto as  
25 Exhibit B, in an amount not to exceed ten percent (10%) of the total maximum compensation as  
26 identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's  
27 DSS Director or designee and CONTRACTOR. Budget line item changes shall not result in any change  
28 to the maximum compensation amount payable to CONTRACTOR, as stated herein.

1 C. CONTRACTOR hereby agrees that changes to the compensation under this  
2 Agreement may be necessitated by a reduction in funding from State and/or Federal sources.  
3 COUNTY's DSS Director or designee may modify the maximum compensation depending on State and  
4 Federal funding availability, as stated in Section Four (4) in this Agreement. CONTRACTOR further  
5 understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative  
6 bodies which affect the provisions, term, or funding of this Agreement in any manner.

7 8. ASSIGNMENTS AND SUBCONTRACTS:

8 CONTRACTOR shall not assign, transfer or sub-contract this Agreement nor their rights or  
9 duties under this Agreement without the prior written consent of the COUNTY or COUNTY's DSS Director  
10 or designee. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this  
11 Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be held primarily  
12 responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless  
13 otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by CONTRACTOR shall  
14 not entitle CONTRACTOR to any additional compensation than is provided for under this Agreement.

15 9. HOLD HARMLESS:

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

24 10. INSURANCE

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

1           A.     Commercial General Liability

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

7           B.     Automobile Liability

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

11          C.     Professional Liability

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

15          D.     Worker's Compensation

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

18          E.     Molestation

19          Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars  
20 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be  
21 issued on a per occurrence basis.

22          F.     Additional Requirements Relating to Insurance

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

1 a minimum of thirty (30) days advance written notice given to COUNTY.

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

7 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
8 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
9 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,  
10 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that  
11 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
12 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover  
13 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and  
14 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance  
15 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
16 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
17 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
18 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
19 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
20 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

27 11. CONFLICT OF INTEREST:

28 No officer, employee or agent of the COUNTY who exercises any function or responsibility for planning and



1 carrying out of the services provided under this Agreement shall have any direct or indirect personal  
2 financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed by the  
3 CONTRACTOR under this Agreement to fulfill any contractual obligations with the COUNTY. The  
4 CONTRACTOR shall comply with all Federal, State of California and local conflict of interest laws, statutes  
5 and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any  
6 officer, employee or agent of the COUNTY.

7 12. NON-DISCRIMINATION:

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

13 13. LIMITED ENGLISH PROFICIENCY:

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

25 14. CLEAN AIR AND WATER

26 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100  
27 Dollars (\$100,000), CONTRACTOR shall comply with all applicable standards, orders or requirements  
28 issued under the Clear Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33

U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

A. No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;

C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws and regulations; and

D. This assurance shall be included in every nonexempt sub-grant, contract, or subcontract.

15. DRUG-FREE WORKPLACE REQUIREMENTS

For purposes of this paragraph, CONTRACTOR will be referred to as the "grantee." By drawing funds against this grant award, the grantee is providing the certification that is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that they will maintain a drug-free workplace. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. CONTRACTOR shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.).

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of State funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to comply with applicable suspension and debarment regulations. By signing this Agreement, CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

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

2) Shall not knowingly enter into any covered transaction with an entity or person who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

B. CONTRACTOR shall provide immediate written notice to COUNTY if at any time during the term of this Agreement CONTRACTOR learns that the representations it makes above were erroneous when made or have become erroneous by reason of changed circumstances.

C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

#### 17. CONFIDENTIALITY AND SECURITY

All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality. CONTRACTOR shall require its employees, agents, officers and subcontractors to comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well as the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19-0000 and the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H. These Code sections provide that:

A. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to Medicaid or any form of public social services for which grants-in-aid are received by the State of California from the United States government shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of such public social services.

B. No person shall publish, disclose or use or permit or cause to be published or disclosed any list of persons receiving public social services, except as is provided by law.

1 C. No person shall publish, disclose, or use or permit or cause to be published,  
2 disclosed or used any confidential information pertaining to an applicant or recipient, except as is provided  
3 by laws.

4 CONTRACTOR shall inform all of its employees, agents, officers and subcontractors of the  
5 above provisions and that any person knowingly and intentionally violating such provisions is guilty of a  
6 misdemeanor.

7 In addition, CONTRACTOR, its employees, agents and officers shall comply, and require all  
8 of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement between the  
9 California DHCS and the County of Fresno that is then in effect, and (2) the Privacy and Security  
10 Agreement between the CDSS and the County of Fresno that is then in effect, both of which together shall  
11 be referred to as "the Agreements" and are incorporated herein by this reference. The current versions of  
12 both the DHCS and CDSS Privacy and Security agreements are available upon request or can be viewed  
13 at: <http://www.co.fresno.ca.us/MediCalPrivacy/>. CONTRACTOR shall insure that all personally identifiable  
14 information (PII), as defined in the Agreements, concerning program recipients shall be kept confidential  
15 and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly  
16 connected with the administration of the program. CONTRACTOR shall use appropriate administrative,  
17 physical, and technical safeguards to protect PII, as set forth in the Agreements. Upon discovery of a  
18 breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, CONTRACTOR shall  
19 immediately report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at  
20 dssprivacyofficer@fresnocountyca.gov. CONTRACTOR shall certify that all employees, agents, officers  
21 and subcontractors have received privacy and security training before accessing any PII and have received  
22 refresher training annually, as required by the Agreements.

23 18. SINGLE AUDIT CLAUSE:

24 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000)  
25 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit  
26 in accordance with the requirements of the Single Audit Standards as set forth in Office of Management  
27 and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. CONTRACTOR shall submit  
28 said audit and management letter to COUNTY. The audit must include a statement of findings or a

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

10           B.    A single audit report is not applicable if all CONTRACTOR's Federal contracts  
11 do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR's  
12 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be  
13 performed and a program audit report with management letter shall be submitted by CONTRACTOR to  
14 COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be  
15 delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of  
16 the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with  
17 this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified  
18 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of  
19 CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or  
20 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall  
21 be billed to the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-  
22 Controller/Treasurer-Tax Collector.

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

28 ///

1           19.    PROPERTY OF COUNTY

2                   CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of  
3 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain  
4 replacement-value insurance coverages on said hardware and software of like kind and quality  
5 approved by COUNTY.

6                   All purchases over Five Thousand Dollars (\$5,000) made during the life of this  
7 Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned  
8 Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY,  
9 as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.  
10 CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be  
11 physically present when fixed assets are returned to COUNTY possession at the termination or  
12 expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY  
13 owned fixed assets upon the expiration or termination of this Agreement.

14           20.    AUDITS AND INSPECTIONS:

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

20                   If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be  
21 subject to the examination and audit of the Auditor General for a period of three (3) years after final  
22 payment under contract (Government Code Section 8546.7).

23                   In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review  
24 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If  
25 COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result in  
26 the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in  
27 the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a result of  
28 COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's deficiency,

CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes, decisions and actions.

21. FRATERNIZATION

CONTRACTOR shall establish procedures addressing fraternization between CONTRACTOR's staff and clients. Such procedures will include provisions for informing CONTRACTOR's staff and clients regarding fraternization guidelines.

22. STATE ENERGY CONSERVATION

CONTRACTOR must comply with the mandatory standard and policies relating to energy efficiency which are contain in the State Energy Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

23. CHARITABLE CHOICE

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

24. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of

1 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,  
2 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to  
3 raise public awareness about the availability of such specific services when approved in advance by the  
4 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the  
5 use of media (i.e., radio, television, newspapers) and any other related expense(s).

6 25. NOTICES:

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

9 COUNTY

10 Director, COUNTY OF FRESNO  
11 Department of Social Services  
P.O. Box 1912  
Fresno, CA 93718

CONTRACTOR

Pao Yang, CEO  
The Fresno Center  
4879 East Kings Canyon Rd  
Fresno, CA 93727

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

28 ///



1           26.   GOVERNING LAW:

2                   Venue for any action arising out of or related to this Agreement shall only be in Fresno  
3 County, California.

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

6           27.   CHANGE OF LEADERSHIP/MANAGEMENT:

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

13          28.   LOBBYING ACTIVITY:

14                   None of the funds provided under this Agreement shall be used for publicity, lobbying or  
15 propaganda purposes designed to support or defeat legislation pending in the Congress of the United  
16 States of America or the Legislature of the State of California.

17          29.   DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

1           30.    SEVERABILITY

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

4           31.    ENTIRE AGREEMENT:

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

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

3  
4 **CONTRACTOR:**  
5 **The Fresno Center**

6 By: 

7  
8 Print Name: Gnia Jee Lee

9 Title: Chairman

10 Chairman of the Board, or  
11 President, or any Vice President

12  
13 By: 

14 Print Name: RITA V BYRUM

15 Title: TREASURER

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

21 Mailing Address:  
22 4879 E. Kings Canyon Road  
23 Fresno, CA 93727  
24 Phone No: (559) 255-8395  
25 Contact: Pao Yang, CEO

26 **FOR ACCOUNTING USE ONLY:**

27 Fund/Subclass: 0001/10000  
28 ORG No.: 56107001  
Account No.: 7870

**COUNTY OF FRESNO**

By: 

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

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: 

Deputy

## **SUMMARY OF SERVICES**

ORGANIZATION: The Fresno Center

ADDRESS: 4879 E. Kings Canyon Road, Fresno CA 93727

SERVICES: Welfare to Work Mental Health Employability Services

TELEPHONE: (559) 255-8395

CONTACTS: Pao Yang, CEO

EMAIL: pao.yang@fresnocenter.org

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## **OVERVIEW**

The Fresno Center (CONTRACTOR), shall provide mental health (MH) treatment to families who are recipients of California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) benefits. The provided services will be for clients with mild-to-moderate mental health symptoms for the purpose of removing barriers to employment, and will serve clients both in the City of Fresno (Metro) and rural Fresno County (Rural).

The program shall have as its purpose the removal of barriers to employment by providing mental health services, resulting in clients engaging in school, employment, or approved WTW activities; thus resulting in clients transitioning from welfare to work.

## **I. TARGET POPULATION**

Services will be restricted to CalWORKs WTW families including children residing in Fresno County. It is anticipated the solicited services will serve 800 clients annually, including both Metro and Rural areas.

## **II. SCHEDULE AND LOCATION OF SERVICES**

Services shall be provided on the schedule listed below, except holidays which are observed by the County of Fresno Department of Social Services (DSS). DSS may approve other holidays or closures as requested in advance by CONTRACTOR.

### **A. Metro Location**

1. The office location will be in the City of Fresno and will be approved by DSS.
2. Hours of Operation
  - a) Operational hours will be Monday through Saturday, 8 am – 5 pm.
3. Provided Services

- a) Services will be provided at convenient locations for clients, including a centralized office location, client's home, or other mutually agreed upon sites.

**B. Rural Location**

1. CONTRACTOR will have two office locations in Rural. Locations will be approved by DSS.
  - a) Case Manager(s) will meet with client at client's preferred location to ensure minimum required number of face-to-face visits.
2. Hours of Operation
  - a) At minimum operational hours will be Monday through Friday, 8 am – 5 pm.
    - (1) Services will be offered on Saturday as needed.
3. Provided Services
  - a) Services will be provided at convenient locations for clients, including a centralized office location(s), client's home, or other mutually agreed upon sites.

**III. STAFFING**

Staffing shall include, but not be limited to the positions, requirements, and responsibilities listed below.

**A. Clinical Services Director**

1. Doctoral degree in Clinical Psychology or at minimum be a licensed clinician, upon approval of DSS, is required.
2. Will be responsible for overseeing and/or providing input on financial, operational, and clinical aspects of the program.
3. Will meet with DSS for CONTRACTOR meetings at a minimum of one time per month, or upon a schedule agreed upon by DSS.

**B. Licensed Psychologist**

1. A license in Clinical Psychology or similar degree is required.
2. Will provide individual and group supervision for unlicensed clinicians.
3. Will provide group supervision for case managers.
4. Will provide consultation for case managers.
5. Will conduct assessments, treatment plans, therapy and/or rehabilitation service as time permits.

**C. Licensed Clinician (Clinical Social Worker or Licensed Marriage and Family Therapist)**

1. At minimum a Master's Degree and License is required.

2. Will provide individual and group supervision for unlicensed clinicians.
3. Will provide group supervision for case managers.
4. Will provide consultation for case managers.
5. Will conduct assessments, treatment plans, therapy and/or rehabilitation service as his/her time permits.

**D. Clinicians (Unlicensed)**

1. At minimum, a Master's Degree is required.
2. Will conduct assessments, treatment plans, therapy, and/or rehabilitation services.
3. May conduct all duties listed for case managers depending on the needs of the program/clients.
4. Will work collaboratively with case managers to develop and maintain continuity of care for clients.

**E. Case Managers**

1. At minimum, a Bachelors in Art or Science is required.
2. Will include at minimum, (4) FTE Spanish speaking and (1) FTE Hmong speaking case manager(s).
  - a) At minimum (2) FTE case manager will work in Rural, with a minimum (1) FTE case manager fluent in Spanish.
3. Will provide rehabilitation services, linkages, and limited transportation to appropriate supportive services both in the office and out in the field.

**F. Peer Specialists**

1. Must have a High School Diploma
2. Will conduct/lead weekly support groups for clients.
3. Will provide peer support to prevent mental health relapses.

**G. Receptionist**

1. Will provide clerical services.

**H. Child Care Provider**

1. Supervise minors while caretakers are receiving therapeutic services at CONTRACTOR's business site.

**I. Biller**

1. Will prepare backup documentation and invoice DSS monthly.

**J. Program Data Specialist**

1. Will collect and input data that will be provided to DSS.

**K. Program Network Support Specialist**

1. Will assist the program with IT/technological duties.
2. Will develop and produce systems and reports to assist the overall program.

#### **IV. PROGRAM SERVICES**

CONTRACTOR's provided services and responsibilities shall include but not be limited to the services listed below. CONTRACTOR will provide services in clients' preferred language utilizing DSS translation services when necessary. CONTRACTOR shall only provide the services in this Agreement to clients referred by DSS. It is expected that each assessed client, who accepts services, will be provided case management as well as offered other MH services as necessary.

Services will include a minimum of two face-to-face contacts per month, not within the same week, with at least one face-to-face contact involving a case manager. A minimum of bi-weekly phone calls is also expected. Services will include but are not limited to the following:

##### **A. Prescreening**

1. Prescreening is defined as attempted phone contact with a client to discuss the provider's services, gauge client's interest in the program, and make a screening appointment for clients interested in services.
  - a) It is expected prescreening will occur within one (1) working day of all referrals.
  - b) It is expected prescreening to be attempted the same day for referrals that have been identified as high risk.
  - c) It is expected the provider has a dedicated phone line, operational during working hours that WTW staff can contact for prescreening services.
    - (1) This dedicated line will be separate from the business line.
    - (2) This dedicated line will be operated by case manager or a clinician.
    - (3) This dedicated line will be operational Monday – Friday, 8 am to 5 pm.

##### **B. Screening**

1. Screening is defined as a face-to-face contact with a client to offer services. Screening services will be completed by a case manager or clinician.
  - a) It is expected that no more than 30% of referrals will be non-responsive, or decline meeting with CONTRACTOR for a MH screening.
  - b) It is expected screening will occur within five (5) working days of a referral.
  - c) It is expected a screening will occur within 24 hours for referrals that have been identified as high risk, with a preference of referrals occurring the same day when possible.
  - d) It is expected an assessment date is offered within five (5) working days of a screening.

##### **C. MH Assessment**

1. MH Assessment is defined as a client assessed by a clinician for MH services.

- a) It is expected assessments be offered within five (5) working days of a screening, and be completed within no more than (20) working days of the original referral.
- b) It is expected clients will be offered transportation to their assessment as needed.
- c) It is expected all clients will be evaluated for a CalWORKs MH exemption.

**D. Individualized MH Treatment Plan**

- 1. Individualized MH treatment plan is defined as a plan of care for each assessed client that will:
  - a) Consider client's stage of recovery.
  - b) Communicate in a way that meets clients and their families cognitive and linguistic needs.
  - c) Tailor services and approach to align with the client's cultural identity.
    - (1) The term culture in this context, should not be limited to race and ethnicity; but should also extend to other cultural identities, including but not limited to: former foster youth; persons with disabilities; women; lesbian, gay, bisexual and transgender individuals; and, individuals with religious and spiritual affiliations.
  - d) Provide a plan for a client to be employed, attend school, or participate in a WTW approved activity within six (6) months of receiving services, if a MH exemption is not applicable.

**E. Case Management**

- 1. Case management is defined as rehabilitative services that will assist clients to improve their ability to participate in an approved WTW activity.
  - a) It is expected at minimum one face-to-face contact per month with each client by a case manager.
    - (1) It is expected more contacts will occur as needed to assist clients to meet their recovery/resiliency and wellness goals.
    - (2) It is expected case management will occur outside of the office setting as needed.
  - b) Case management shall include providing transportation on a limited as need basis, to ensure clients:
    - (1) Attend group, therapy, psychiatric and any other MH appointment.
    - (2) Access community resources, within their community, as needed.
    - (3) Engage in school, employment, or approved activities that result in a transition from welfare to work.



- c) Case management linkages shall include but not limited to:
  - (1) MH providers included in the client's MH plan (Medi-Cal), for therapy and psychiatry, to ensure ongoing treatment and meaningful transitions.
  - (2) Department of Behavioral Health ensuring a smooth transition for clients with severe MH symptoms.
  - (3) Department of Behavioral Health for clients who identify substance abuse issues.
  - (4) All linkages to other MH services will ensure "warm handoffs" to ensure clients are accessing services.
  - (5) Housing and other community based services as needed.
- d) Case management shall include collateral services including, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of the treatment plan.

**F. Therapy**

- 1. Therapy is defined as treatment performed by a clinician and will include, but not be limited to, treatment for:
  - a) Individuals
  - b) Couples
  - c) Families
  - d) Children
- 2. Therapy will be offered to all clients based on diagnosis and client need.
- 3. Therapy will assist clients in obtaining the goal of becoming employed, attending school, or engaging in a WTW approved activity.

**G. Group**

- 1. Group is defined as two or more clients led by CONTRACTOR in discussion of various topics that may include depression, anxiety, or anger as examples.
  - a) Group will be offered Monday through Friday, or as needed at a Metro site, with a schedule approved by DSS.
  - b) Group will be offered at Rural site(s) with a schedule approved by DSS.
  - c) Group will be offered to teens/children as needed with a schedule approved by DSS.

**H. Limited Child Care Services**

- 1. Limited Child Care Services will be provided at the facility located in Metro Fresno.
  - a) Schedule will be approved by DSS.

## **I. Training**

1. Training will be defined as basic MH training for approximately 200 DSS WTW staff that will assist staff to better identify, work with, and understand clients that may present symptoms of mental illness. It is expected training will include:
  - a) A plan, to train approximately 200 DSS WTW staff in the initial 10-month term of the agreement.
    - (1) Two half-day trainings will occur in Selma in the initial 10-month term of the agreement.
  - b) Quarterly training during the second year of the agreement.
    - (1) Quarterly trainings will accommodate approximately 60 individuals divided between a morning and afternoon session as requested by DSS.
    - (2) One training will take place in the second year of the agreement in Selma.
  - c) Schedule details developed in conjunction with and approved by DSS.
2. CONTRACTOR will develop and provide fliers, a video, or other media with basic MH education which DSS can present to WTW clients as needed. Details will be developed in conjunction with and approved by DSS.

## **J. Collaboration**

1. CONTRACTOR will collaborate with community partners for the proposed program as needed.
2. CONTRACTOR will secure the services of trained, qualified translators and interpreters as necessary.

# **V. REPORTING REQUIREMENTS**

## **A. Meeting with DSS**

1. CONTRACTOR will be responsible for meeting with DSS, if requested, on a monthly basis, or more often as requested by DSS for contract and performance monitoring.

## **B. Monthly reporting**

1. CONTRACTOR will be required to submit a monthly report to DSS that will include, but not be limited to:
  - a) The number of clients served by region.
  - b) Utilization of services by client.
  - c) Outcomes (See Section VIII).
  - d) Other data as needed or requested by DSS.

2. CONTRACTOR will track outcome measures and other relevant client data as requested by DSS.
3. CONTRACTOR will be required to maintain adequate files and records that meet all reporting requirements.

#### **VI. CIVIL RIGHTS TRAINING**

CONTRACTOR will provide Civil Rights training to their staff within 30 days of the commencement of this Agreement. CONTRACTOR will provide annual Civil Rights training to their staff in the beginning of every calendar year and will provide relevant proof of completion to DSS by April 1<sup>st</sup> of every calendar year. CONTRACTOR will ensure all new hires receive Civil Rights training and proof of completion to DSS is submitted within 30 days of their hire.

#### **VII. DSS RESPONSIBILITIES**

DSS shall be responsible for referring appropriate participants to CONTRACTOR for Mental Health Employability Services. It is anticipated that approximately 1600 participants will be referred, and approximately 800 clients will be provided services each fiscal year.

1. DSS will confirm/verify participant eligibility to services.
2. DSS will provide referrals for Mental Health Employability services.
3. DSS shall ensure that all referred participants have been assessed and have a current WTW plan on file.
4. The Case Management Job Specialist (CMJSs) shall ensure that CONTRACTOR is provided with all relevant contact information for each referred participant.
5. DSS staff shall meet with CONTRACTOR's staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.
6. DSS will provide assistance with supportive services including but not limited to transportation fare/reimbursement, childcare, and other employment barriers.

Continue to the next page.

## VIII. PERFORMANCE MEASURES

DSS will consider CONTRACTOR performance levels when determining the optional extension. For each contract period, CONTRACTOR shall meet the following performance measurements and levels:

**A. Outcome 1: 70% of MH referrals are screened.**

1. Progress on this outcome will be measured by the total number of referrals CONTRACTOR receives from DSS, and the number of those referrals where a screening is conducted. Screening is defined as a face-to-face screening of clients for MH services.
2. It is expected that no more than 30% of referrals will be non-responsive or decline to meet with CONTRACTOR for a MH screening.

**B. Outcome 2: 50% of MH referrals are assessed and will be provided MH services.**

1. Progress on this outcome will be measured by the number of referrals CONTRACTOR receives from DSS, and the number of those referrals assessed by a clinician and provided MH services.

**C. Outcome 3: 30% of clients who are unemployed become employed or begin participating in a WTW activity within six (6) months of assessment.**

1. Progress on this outcome will be measured by clients who were unemployed and become employed, or are attending school, or a WTW approved activity within six (6) months of receiving service.

**D. Outcome 4: 50% of clients who are employed or are participating in a WTW activity continue to participate in a WTW activity while receiving services.**

1. Progress on this outcome will be measured by clients who are employed, are attending school, or are participating in a WTW approved activity continue to do so while receiving services.

**ORGANIZATION:** The Fresno Center

**SERVICES:** Welfare to Work Employment Mental Health Services

**CONTRACT PERIOD:** September, 2019- June 30, 2020

**CONTRACT AMOUNT:** \$3,148,582.00

BUDGET CATEGORY	TOTAL
<b>SALARIES</b>	<b>\$ 1,345,452.00</b>
(1 – 100% FTE) Clinical Service Director (1 – 100% FTE) Licensed Psychologist (3 – 100% FTE) Licensed Clinician (6 – 100% FTE) Unlicensed Clinician (6 – 100% FTE) Case Manager I (5 – 100% FTE) Case Manager II (2 – 100% FTE) Case Manager III (2 – 100% FTE) Peer Specialist (1 – 100% FTE) Child Care Provider (1 – 100% FTE) Receptionist (1 – 100% FTE) Program Network Support Specialist (1 – 100% FTE) Program Data Specialist (1 – 100% FTE) Biller	
<b>BENEFITS</b>	<b>\$ 195,900.00</b>
Health Ins, Retirement, Life Insurance	
<b>PAYROLL TAXES</b>	<b>\$ 115,947.00</b>
FICA, SUI	
<b>INSURANCE</b>	<b>\$ 128,836.00</b>
Commercial General Liability, Automobile Liability, Professional Liability, Workers Compensation, Sexual Abuse/Molestation Liability	
<b>COMMUNICATIONS</b>	<b>\$ 79,000.00</b>
Internet, alarm system, cellular monthly services, Phone system installation and monthly fee, office phones, program staff cellular phones and monthly fee	
<b>OFFICE EXPENSES</b>	<b>\$153,117.00</b>
Includes Office supplies, client data management system, computer and office Software licenses, set up, and monthly fees including outlook, quick books, Conference call, firewall, IT security, Adobe professional, etc., IT servers, Cloud back up, data transfer and set up, In-house copying, flyers, business cards, Stationery and postage	

<b>OFFICE LEASE</b>	<b>\$222,600.00</b>
Fresno office lease, Fresno Building maintenance, Fresno office modification, Selma office lease, Second rural office lease	
<b>EQUIPMENT RENTAL</b>	<b>\$ 8,000.00</b>
Copy machine lease and maintenance	
<b>EQUIPMENT PURCHASE</b>	<b>\$ 194,200.00</b>
Includes Laptops, projectors and screens, office equipment, furniture, and Fixtures (one-time purchase including chairs, cabinets, desks, partitions, fixtures, delivery and assembly)	
<b>UTILITIES</b>	<b>\$ 35,000.00</b>
Fresno office, Selma office, and Second rural office	
<b>TRANSPORTATION</b>	<b>\$ 334,148.00</b>
Mileage reimbursement for program staff, Vehicle Leases, lease vehicle maintenance and registration	
<b>PROGRAM SUPPLIES</b>	<b>\$ 21,524.00</b>
Therapeutic supplies to be utilized during therapy and group sessions	
<b>Indirect Costs</b>	<b>\$ 314,858.00</b>
Indirect costs at 10%	
<b>CONTRACT PERIOD TOTAL</b>	<b>\$ 3,148,582.00</b>

**ORGANIZATION:** The Fresno Center

**SERVICES:** Welfare to Work Employment Mental Health Services

**CONTRACT PERIOD:** July 1, 2020- June 30, 2021

**CONTRACT AMOUNT:** \$3,148,582.00

BUDGET CATEGORY	TOTAL
<b>SALARIES</b>	<b>\$ 1,665,437.00</b>
(1 – 100% FTE) Clinical Service Director (1 – 100% FTE) Licensed Psychologist (3 – 100% FTE) Licensed Clinician (6 – 100% FTE) Unlicensed Clinician (6 – 100% FTE) Case Manager I (5 – 100% FTE) Case Manager II (2 – 100% FTE) Case Manager III (2 – 100% FTE) Peer Specialist (1 – 100% FTE) Child Care Provider (1 – 100% FTE) Receptionist (1 – 100% FTE) Program Network Support Specialist (1 – 100% FTE) Program Data Specialist (1 – 100% FTE) Biller	
<b>BENEFITS</b>	<b>\$ 254,759.00</b>
Health Ins, Retirement, Life Insurance	
<b>PAYROLL TAXES</b>	<b>\$ 140,426.00</b>
FICA, SUI	
<b>INSURANCE</b>	<b>\$ 148,836.00</b>
Commercial General Liability, Automobile Liability, Professional Liability, Workers Compensation, Sexual Abuse/Molestation Liability	
<b>COMMUNICATIONS</b>	<b>\$ 30,600.00</b>
Internet, alarm system, cellular monthly services, Phone system installation and monthly fee, office phones, program staff cellular phones and monthly fee	
<b>OFFICE EXPENSES</b>	<b>\$ 110,742.00</b>
Includes office supplies, client data management system, computer and office Software licenses, set up, and monthly fees including outlook, quick books, Conference Call, firewall, IT security, Adobe professional, etc., IT servers, Cloud back up, data transfer and set up, In-house copying, flyers, business cards, Stationery and postage	
<b>OFFICE LEASE</b>	<b>\$ 156,000.00</b>
Fresno office lease, Fresno Building maintenance, Selma office lease, Second rural office lease	

<b>EQUIPMENT RENTAL</b>	<b>\$ 9,600.00</b>
Copy machine lease and maintenance	
<b>EQUIPMENT PURCHASE</b>	<b>\$ 00.00</b>
<b>UTILITIES</b>	<b>\$ 42,000.00</b>
Fresno office, Selma office, and Second rural office	
<b>TRANSPORTATION</b>	<b>\$ 246,524.00</b>
Mileage reimbursement for program staff, Vehicle Leases, lease vehicle maintenance and registration	
<b>PROGRAM SUPPLIES</b>	<b>\$ 28,800.00</b>
Therapeutic supplies to be utilized during therapy and group sessions	
<b>Indirect Costs</b>	<b>\$ 314,858.00</b>
Indirect costs at 10%	
<b>CONTRACT PERIOD TOTAL</b>	<b>\$ 3,148,582.00</b>



## 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>	