



## Agenda Item 28

DATE: January 15, 2008  
TO: Board of Supervisors  
FROM: Catherine A. Huerta, Director, Department of Children and Family Services  
SUBJECT: Amendment I to Agreement with Mental Health Systems Inc. for Provision of Mental Health Services to Incarcerated Adolescents

*Catherine A. Huerta*

### RECOMMENDED ACTION:

**Approve and authorize the Chairman to execute Amendment I to the Agreement with Mental Health Systems Inc. for the provision of Mental Health Services at the Juvenile Justice Campus in the amount of \$125,466 effective February 1, 2008 through June 30, 2008 (4/5 vote).**

Approval of the recommended Amendment will allow for the provision of outpatient mental health services to adolescents incarcerated at the Juvenile Justice Campus with no net County cost. The Department of Children and Family Services currently provides these outpatient mental health services and the recommended Amendment will allow these services to be contracted out to Mental Health Systems Inc. The existing Agreement with Mental Health Systems, Inc. allows for the provision of substance abuse treatment services at an annual cost of \$470,000; the recommended Amendment would increase the contract maximum by \$125,466 that will be 100% financed with State Department of Mental Health for Substance Abuse and Mental Health Services Administration (SAMHSA) Federal block grant funds for mental health services.

### FISCAL IMPACT:

There is no increase in net County cost associated with the recommended action. The maximum cost of the recommended Amendment is \$125,466, which would increase the contract maximum to \$595,466 and be 100% offset with SAMHSA grant funds. Sufficient appropriations are included in the adopted FY 2007-08 Department of Children and Family Services Organization 56402230. Actual costs would be determined by actual services provided.

ADMINISTRATIVE OFFICE REVIEW

BOARD ACTION: DATE January 15, 2008

APPROVED AS RECOMMENDED

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OTHER ☐



Official Action of  
Board of Supervisors

*[Signature]*  
Deputy

UNANIMOUS ☒ ANDERSON \_\_\_\_\_ CASE \_\_\_\_\_ LARSON \_\_\_\_\_ PEREA \_\_\_\_\_ WATERSTON \_\_\_\_\_

IMPACT ON JOBS CREATION:

The recommended action allows the agency to hire three additional staff to serve as mental health clinicians.

DISCUSSION:

On June 13, 2006, your Board approved an Agreement with Mental Health Systems Inc. for the provision of drug and alcohol treatment services to juveniles in custody and post release to assist individuals experiencing the debilitating effects of alcohol and/or drug addiction to become contributing and productive members of the community. Through the Agreement, Mental Health Systems Inc. delivers post release drug and alcohol outpatient services, drug and alcohol treatment for adolescents at the Juvenile Justice campus, and outpatient drug free treatment for adolescents in the Juvenile Drug Court.

The recommended Amendment will allow Mental Health Systems Inc. to also provide outpatient mental health services to adolescents incarcerated at the Juvenile Justice Campus (JJC). The outpatient mental health services will consist of individual therapy, family therapy, group therapy, case management, crisis intervention, medication support, multi-family groups, and psycho-education. Previously, the Department of Children and Family Services (department) provided these services to youth also receiving drug and alcohol treatment services from Mental Health Systems Inc.

A Request for Proposal (RFP) was issued on March 3, 2006 for substance abuse treatment services which are currently provided by Mental Health Systems Inc. The mental health services that the department currently provides compliment the substance abuse services provided by Mental Health Systems Inc. By having Mental Health Systems Inc. also provide the mental health services, both the substance abuse and mental health services will remain interconnected and streamlined. The recommended Amendment requires a 4/5<sup>th</sup> vote since the current mental health services are provided by County staff. If the recommended Amendment is approved, the existing county staff (3.9 budgeted positions) currently providing the services will remain at the JJC and provide mental health services to adjudicated minors and will be 100% funded by unanticipated savings within the current budgeted salaries and benefits and services and supplies line item accounts. In addition, County staff will be able to bill Medi-Cal and EPSDT (instead of the previously budgeted SAMSHA grant funding), thus producing additional revenues. The department intends to bid out the mental health services on the next bidding cycle in conjunction with the substance abuse services.

The department approached Mental Health Systems Inc. to provide the outpatient mental health services to streamline these services with the alcohol and drug treatment services as a means to offering a continuum of treatment services and an integrated service delivery model within the substance abuse unit. Both the department and Mental Health Systems Inc. have agreed to a 30-day transition period pending approval of the recommended Amendment. Through the recommended Amendment, it is projected that the vendor will provide mental health services to 80 in-custody youth annually that are diagnosed as severely emotionally disturbed (SED) and have a co-occurring substance abuse diagnosis.

If approved, the recommended Amendment will be effective February 1, 2008 through June 30, 2008 and may be automatically extended for one additional twelve month period. The recommended Amendment may be terminated by the Contractor, County, or their designees upon the giving of 60 days advance written notice and also includes language allowing for the termination of the Amendment due to non-allocation of funds upon the giving of 30 days advance written notice to the Contractor.

**AMENDMENT I TO AGREEMENT**

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 15th day of January, 2008, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **MENTAL HEALTH SYSTEMS, INC.** a California private non-profit corporation, whose address is 9465 Farnham Street, San Diego, CA 92123, hereinafter referred to as "CONTRACTOR."

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. 06-172, effective July 1, 2006, whereby CONTRACTOR agreed to provide substance abuse treatment services for adolescents incarcerated at COUNTY'S Juvenile Hall (now known as Juvenile Justice Campus - JJC) as well as intensive outpatient services for adolescents upon release from the JJC; and

WHEREAS the parties desire to amend the Agreement to include mental health services for adolescents as further stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. 06-172, Page One (1), beginning with Paragraph One (1), Line Twenty-One (21) with the word "SERVICES" and ending on Page Two (2) Line Sixteen (16) with the word "referrals" be deleted and the following inserted in its place:

**"SERVICES**

A. CONTRACTOR shall perform all services and fulfill all responsibilities for the provision of substance abuse treatment services, as it pertains to adolescents incarcerated at COUNTY'S juvenile hall and as it pertains to outpatient drug free treatment services for adolescents in juvenile drug court, in a manner consistent with Exhibit A, which is attached hereto and incorporated herein by reference.

B. CONTRACTOR shall perform all services and fulfill all responsibilities for the provision of mental health services, as it pertains to adolescents incarcerated at COUNTY'S JJC and as it pertains to outpatient mental health services, in a manner consistent with Exhibit A-1, which is attached hereto and incorporated herein by reference.

1 C. CONTRACTOR'S administrative level agency representative, who is duly  
2 authorized to act on behalf of CONTRACTOR, shall attend, as determined necessary by COUNTY'S  
3 Department of Behavioral Health Director, or designee regularly scheduled (monthly) Alcohol and  
4 Drug Advisory Board meetings.

5 D. CONTRACTOR'S administrative level agency representative, who is duly  
6 authorized to act on behalf of CONTRACTOR, shall attend, as determined necessary by COUNTY'S  
7 Department of Children and Family Services Director, or designee regularly scheduled (monthly)  
8 Mental Health Board meetings.

9 E. CONTRACTOR shall perform substance abuse and mental health treatment  
10 services at COUNTY'S JJC in accordance to Exhibit B No Hostage Facility, which is attached hereto  
11 and incorporated herein by reference.

12 F. CONTRACTOR shall perform its post release outpatient services at 3122 North  
13 Milbrook Avenue, Suite A, Fresno, CA 93703. Addition or deletion of service sites may be made with  
14 the written approval of COUNTY'S Department of Behavioral Health Director or designee.  
15 CONTRACTOR may add or delete service sites with thirty (30) days advance written notice to  
16 COUNTY'S Department of Behavioral Health Director or designee. It is understood that all new  
17 service sites must be licensed or certified by the State Alcohol and Drug Programs (ADP) or the State  
18 Department of Mental Health as appropriate, prior to being added to this Agreement and before  
19 CONTRACTOR receives referrals."

20 2. That the existing COUNTY Agreement No. 06-172, Page Four (4), beginning with  
21 Paragraph four (4) , Line Two (2) with the word "services" and ending on Line Eleven (11) with the  
22 word "appropriate" be deleted and the following inserted in its place:

23 "For Substance abuse related services funding shall be in accordance with the budget  
24 identified as Exhibit C, which is attached hereto and incorporated herein by reference and made part of  
25 this Agreement. In no event shall the maximum compensation for said substance abuse services  
26 performed under this Agreement be in excess of Four Hundred Seventy Thousand and No/100 Dollars  
27 (\$470,000.00) during each twelve (12) month period of this Agreement.

28 For mental health related services funding shall be in accordance with the budget

1 identified as Exhibit C-1, which is attached hereto and incorporated herein by reference and made part  
2 of this Agreement. In no event shall the maximum compensation for said mental health services  
3 performed under this Agreement be in excess of Three Hundred One Thousand One Hundred  
4 Seventeen and No/100 Dollars (\$301,117.00) during each twelve (12) month period of this Agreement.  
5 For the period July 1, 2007 through June 30, 2008, it is understand by all parties that services shall  
6 begin on February 1, 2008 and the maximum compensation shall not exceed One Hundred Twenty Five  
7 Thousand Four Hundred Sixty Six and No/100 Dollars (\$125,466.00).

8 CONTRACTOR'S reimbursement for the substance abuse and mental health  
9 services provided under this Agreement shall be reconciled at the end of the fiscal year to reflect the  
10 lower of CONTRACTOR'S actual cost or contract maximum, whichever is less. Within forty-five (45)  
11 days of the reconciliation by COUNTY, CONTRACTOR shall make payment to COUNTY or  
12 COUNTY shall reimburse CONTRACTOR as appropriate."

13 3. That the existing COUNTY Agreement No. 06-172, Page Six (6), beginning with  
14 Paragraph Five (5) Line Seventeen (17) with the word: "Invoicing" and ending on Line Twenty-Six  
15 (26) with the word "COUNTY" be deleted and the following inserted in its place:

16 **"INVOICING**

17 For Substance Abuse services CONTRACTOR shall invoice COUNTY in arrears with  
18 the County-approved format by the twentieth (20th) of each month via electronic mail (Email), for  
19 actual services rendered in the previous month, to:

20 sas@co.fresno.ca.us

21 For Mental Health services CONTRACTOR shall submit to the COUNTY, monthly, an  
22 itemized invoice showing the total number of clients served and total number of client contacts by  
23 service function in accordance with Exhibit C-1. The invoice shall be submitted to the COUNTY by  
24 the twentieth (20<sup>th</sup>) of each month, for the prior month's expenses, addressed to the Fresno County  
25 Department of Children and Family Services, 3133 N. Millbrook Avenue, Fresno, CA 93703,  
26 Attention: Staff Analyst.

27 CONTRACTOR shall be responsible for audit exceptions to ineligible dates of  
28 services or incorrect application of utilization review requirements. It is understood that each claim is

1 subject to audit for compliance with Federal and State regulations, and that COUNTY may be making  
2 payments on claims in advance of said review. In the event that a claim is disapproved, COUNTY  
3 may, at its sole discretion, withhold compensation or set off from other payments due in the amount of  
4 said disapproved claims.

5 Invoices shall be accompanied by the Outcome Evaluation monthly reports reflecting  
6 services supported by the invoiced expenditures and be in a form and in such detail as acceptable to  
7 COUNTY'S Department of Behavioral Health Services Administrative Office and Department of  
8 Children and Family Services Administrative Office, as appropriate. No reimbursement for services  
9 shall be made until the invoice and the Outcome Evaluation monthly reports are received, reviewed,  
10 and approved by COUNTY."

11 4. That the existing COUNTY Agreement No. 06-172, Page Eight (8), beginning  
12 with Paragraph Eight (8) Line Six (6) with the word "MODIFICATION" and ending on Line Twenty-  
13 Three (23) with the word "manner" be deleted and the following inserted in its place

14 **"MODIFICATION"**

15 A. Any matters of this Agreement may be modified from time to time by the written  
16 consent of all the parties without, in anyway, affecting the remainder.

17 B. CONTRACTOR hereby agrees to any amendments in funding to reflect a  
18 reduction in funds from State of California and Federal sources. In addition, this Agreement is subject  
19 to any restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term,  
20 or funding of this Agreement in any manner."

21 5. That the following language be added to existing COUNTY Agreement No. 06-172,  
22 Page Seventeen (17), after paragraph Twenty (20), Line Eight (8):

23 **21. MONITORING**

24 CONTRACTOR agrees to extend to COUNTY'S Department of Children and Family  
25 Services and the State Department of Mental Health, or their designees, the right to review and monitor  
26 records or procedures at any time, in regard to the hearings, as well as the operation of  
27 CONTRACTOR'S hearing process, in order to ensure compliance with the terms and conditions of this  
28 Agreement and with all State and Federal mandates and regulations.

1                   22.    **ENGLISH PROFICIENCY**

2                   CONTRACTOR shall provide interpreting and translation services to persons  
3 participating in CONTRACTOR'S services who have limited or no English language proficiency,  
4 including services to persons who are deaf or blind. Interpreter and translation services shall be  
5 provided as necessary to allow such participants meaningful access to the programs, services and  
6 benefits provided by CONTRACTOR. Interpreter and translation services, including translation of  
7 CONTRACTOR'S documents that contain information that is critical for accessing CONTRACTOR'S  
8 services or are required by law, shall be provided to participants at no cost to the participant.  
9 CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or  
10 translate for a program participant, or who directly communicate with a program participant in a  
11 language other than English, demonstrate proficiency in the participant's language and can effectively  
12 communicate any specialized terms and concepts peculiar to CONTRACTOR'S services.  
13 CONTRACTOR shall have access to the Department of Children and Family Service's contracted  
14 translation services as needed when delivering mental health services to adolescents incarcerated at  
15 COUNTY'S JJC when delivering mental health services as outlined in Exhibit A-1. CONTRACTOR  
16 shall submit a list of individuals authorized to secure such services to COUNTY'S Department of  
17 Children and Family Services Director, or designee upon execution of this Amendment I.  
18 CONTRACTOR shall not be responsible for the costs for the Fresno County contracted translation  
19 services.

20                   23.    **TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

21                   To the extent necessary to prevent disallowance of reimbursement under section 1861(v)  
22 (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)(I)), until the expiration of four (4)  
23 years after the furnishing of services under this Agreement, CONTRACTOR shall make available,  
24 upon written request of the Secretary of the United States Department of Health and Human Services,  
25 or upon request of the Comptroller General of the United States General Accounting Office, or any of  
26 their duly authorized representatives, a copy of this Agreement and such books, documents, and records  
27 as are necessary to certify the nature and extent of the costs of these services provided by  
28 CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event

1 CONTRACTOR carries out any of their duties under this Agreement through a subcontract, with a  
2 value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month  
3 period, with a related organization, such Agreement shall contain a clause to the effect that until the  
4 expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the  
5 related organizations shall make available, upon written request of the Secretary of the United States  
6 Department of Health and Human Services, or upon request of the Comptroller General of the United  
7 States General Accounting Office, or any of their duly authorized representatives, a copy of such  
8 subcontract and such books, documents, and records of such organization as are necessary to verify the  
9 nature and extent of such costs.

10 **24. SINGLE AUDIT CLAUSE**

11 A. If any CONTRACTOR expends Five Hundred Thousand Dollars (\$500,000.00) or  
12 more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit  
13 in accordance with the requirements of the Single Audit Standards as set forth in Office of Management  
14 and Budget (OMB) Circular A-133. CONTRACTORS shall each submit said audit and management  
15 letter to COUNTY. The audit must include a statement of findings or a statement that there were no  
16 findings. If there were negative findings, CONTRACTOR must each include a corrective action plan  
17 signed by an authorized individual. CONTRACTOR agrees to take action to correct any material non-  
18 compliance or weakness found as a result of such audit. Such audits shall be delivered to COUNTY'S  
19 Human Services Finance for review within nine (9) months of the end of any fiscal year in which funds  
20 were expended and/or received for the program. Failure to perform the requisite audit functions as  
21 required by this Agreement may result in COUNTY performing the necessary audit tasks, or at  
22 COUNTY'S option, contracting with a public accountant to perform said audit, or, may result in the  
23 inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to  
24 this Agreement are the sole responsibility of CONTRACTOR.

25 B. A single audit report is not applicable if a CONTRACTOR'S Federal contracts do  
26 not exceed the Five Hundred Thousand Dollars (\$500,000.00) requirement or CONTRACTOR'S only  
27 funding is through Medi-Cal. If a single audit is not applicable, a program audit must be performed and  
28 a program audit report with management letter shall be submitted by that CONTRACTOR to

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

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

15 **25. COMPLIANCE**

16 CONTRACTOR agrees to comply with the COUNTY'S Contractor Code of Conduct  
17 and Ethics and the COUNTY'S Compliance Program in accordance with Exhibit G, attached hereto  
18 and incorporated herein by reference. Within thirty (30) days of entering into this Agreement with the  
19 COUNTY, CONTRACTOR shall have all of its employees, agents and subcontractors providing  
20 services under this Agreement certify in writing, that he or she has received, read, understood, and shall  
21 abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall each ensure that within  
22 thirty (30) days of hire, all new employees, agents and subcontractors providing services under this  
23 Agreement shall certify in writing that he or she has received, read, understood, and shall abide by the  
24 Contractor Code of Conduct and Ethics. CONTRACTOR understands that the promotion of and  
25 adherence to the Code of Conduct and Ethics is an element in evaluating the performance of a  
26 CONTRACTOR and its employees, agents and subcontractors.

27 Within thirty (30) days of entering into this Agreement, and annually thereafter, all  
28 employees, agents and subcontractors providing services under this Agreement shall complete general

1 compliance training and appropriate employees, agents and subcontractors shall complete  
2 documentation and billing or billing/reimbursement training. All new employees, agents and  
3 subcontractors shall attend the appropriate training within 30 days of hire. Each individual required to  
4 attend training shall certify in writing that he or she has received the required training. The certification  
5 shall specify the type of training received and the date received. The certification shall be provided to  
6 the COUNTY'S Compliance Officer at 3133 N. Millbrook Avenue, Fresno, CA 93703. The  
7 CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon  
8 COUNTY by the Federal Government as a result of that CONTRACTOR'S violation of the terms of  
9 this Agreement.

10 **26. ASSURANCES**

11 In entering into this Agreement, CONTRACTOR certifies that they are not currently  
12 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care  
13 Programs: that they have not been convicted of a criminal offense related to the provision of health care  
14 items or services; nor have they been reinstated to participate in the Federal Health Care Programs after  
15 a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to  
16 entering into this Agreement, that CONTRACTOR is ineligible on these grounds, COUNTY will  
17 remove CONTRACTOR from responsibility for, or involvement with, COUNTY'S business operations  
18 related to the Federal Health Care Programs and shall remove CONTRACTOR from any position in  
19 which CONTRACTOR'S compensation, or the items or services rendered, ordered or prescribed by  
20 CONTRACTORS may be paid in whole or part, directly or indirectly, by Federal Health Care  
21 Programs or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into  
22 participation in the Federal Health Care Programs.

23 A. If COUNTY has notice that CONTRACTOR has been charged with a criminal  
24 offense related to any Federal Health Care Program, or are proposed for exclusion during the term of  
25 this Agreement, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the  
26 accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such  
27 circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution  
28 of the charges or the proposed exclusion.

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

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

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

20 C. CONTRACTOR shall each verify (by asking the applicable employees and  
21 subcontractors) that all current employees and existing subcontractors who, in each case, are expected  
22 to perform professional services under this Agreement (1) are not currently excluded, suspended,  
23 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been  
24 convicted of a criminal offense related to the provision of health care items or services; and (3) have  
25 not been reinstated to participate in the Federal Health Care Program after a period of exclusion,  
26 suspension, debarment, or ineligibility.

27 1. In the event any existing employee or subcontractor informs a CONTRACTOR  
28 that he or she is excluded, suspended, debarred or otherwise ineligible to participate in the Federal

1 Health Care Programs, or has been convicted of a criminal offense relating to the provision of health  
2 care services, that CONTRACTOR will ensure that said employee or subcontractor does no work,  
3 either directly or indirectly, relating to services provided to COUNTY.

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

9 3. Notwithstanding any other provision of this Agreement, COUNTY at its  
10 discretion may terminate this Agreement in accordance with Paragraph Three (3) of this Agreement, or  
11 require adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise  
12 ineligible employee of CONTRACTOR will perform work, either direct or indirect, relating to services  
13 provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be  
14 determined by COUNTY to protect the interests of COUNTY and COUNTY consumers.

15 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for  
16 information from COUNTY which may be necessary to complete any internal or external audits  
17 relating to this Agreement.

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

21 **27. COMPLIANCE WITH MENTAL HEALTH STATE REQUIREMENTS –**  
22 **INCLUDING SAMHSA REQUIREMENTS**

23 CONTRACTOR recognizes that COUNTY operates its Mental Health programs under  
24 agreements with the State of California Department of Mental Health, including the State Department  
25 of Mental Health Substance Abuse and Mental Health Services Administration (SAMHSA) funding  
26 requirements and that under said agreements the State imposes certain requirements on the COUNTY  
27 and its subcontractors. CONTRACTOR shall adhere to all State of California requirements, including  
28 those identified in Exhibit H, attached hereto and by this reference incorporated herein.

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

2           A.     The parties to this Agreement shall comply with applicable laws and regulations,  
3 including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code,  
4 Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability  
5 and Accountability Act (HIPAA), including but not limited to Section 1320 D et seq. of Title 42,  
6 United States Code and its implementing regulations (including, but not limited to Title 45, CFR, Parts  
7 142,160, 162, and 164) regarding the confidentiality and security of patient information.

8           B.     The CONTRACTOR shall protect, from unauthorized disclosure, names and  
9 other identifying information concerning persons receiving services pursuant to this Agreement, except  
10 for statistical information. The CONTRACTOR shall not use such identifying information for any  
11 purpose other than carrying out the CONTRACTOR'S obligations under this Agreement.

12           C.     The CONTRACTOR shall not disclose, except as otherwise specifically  
13 permitted by this Agreement, authorized by law or authorized by the client/patient, any such identifying  
14 information to anyone other than the COUNTY without prior written authorization from the COUNTY  
15 in accordance with State and Federal Laws.

16           D.     For purposes of the above paragraphs, identifying information shall include, but  
17 not be limited to, name, identifying number, symbol, or other identifying particular assigned to the  
18 individual, such as finger or voice print, or a photograph.

19           E.     Notification of Electronic Breach or Improper Disclosure: During the term of this  
20 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any breach of  
21 Medi-Cal Protected Health Information (PHI) and/or data, where the information and/or data is  
22 reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be  
23 made to COUNTY'S Information Security Officer, within two business days of discovery, at (559)  
24 494-3255. CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action  
25 pertaining to such unauthorized disclosure required by applicable Federal and State Laws and  
26 regulations. CONTRACTOR shall investigate such breach and provide a written report of the  
27 investigation to the COUNTY'S Information Security Officer, postmarked within the thirty (30)  
28 working days of the discovery of the breach to the address below:

Fresno County Information Security Officer  
2048 N. Fine Street  
Fresno, CA 93727

F. *Safeguards.* CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information, including electronic PHI, that they create, receive, maintain or transmit on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement, CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CONTRACTOR operations and the nature and scope of their activities. CONTRACTOR shall provide COUNTY with information concerning such safeguards as COUNTY may reasonably request from time to time. CONTRACTOR shall continue to have access to information technology support and required software at the Juvenile Justice Site.

CONTRACTOR shall implement strong access controls and other security safeguards and precautions as noted in the following to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

CONTRACTOR shall enforce the following administrative and technical password controls on all systems used to process or store confidential, personal, or sensitive data:

1. Passwords must not be:

- a. shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area
- b. a dictionary word
- c. stored in clear text

2. Passwords, must be:

- (i) 8 characters or more in length
- b. changed every 90 days
- c. changed immediately if revealed or compromised

1 d. composed of characters from at least three of the following four groups from the  
2 standard keyboard:

3 (i) Upper case letters (A-Z);

4 (ii) Lowercase letters (a-z);

5 (iii) Arabic numerals (0 through 9); and

6 (iv) Non-alphanumeric characters (punctuation symbols)

7 CONTRACTOR shall implement the following security controls on each workstation or  
8 portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

9 1) network-based firewall and/or personal firewall

10 2) continuously updated anti-virus software

11 3. patch management process including installation of all operating system/software vendor  
12 security patches.

13 CONTRACTOR shall utilize a commercial encryption solution that has received FIPS  
14 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic  
15 media (including, but not limited to, CDs and thumb drives) and on portable computing devices  
16 (including, but not limited to, laptop and notebook computers).

17 CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-mail or  
18 other internet transport protocol unless the data is encrypted by a solution that has been validated by the  
19 National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption  
20 Standard (AES) Algorithm.

21 G. *Mitigation of Harmful Effects.* CONTRACTOR shall mitigate, to the extent  
22 practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by  
23 CONTRACTORS or their subcontractors in violation of the requirements of these Provisions.

24 H. *Contractors' Contractors.* CONTRACTOR shall ensure that any subcontractors,  
25 to whom CONTRACTOR provides PHI received from or created or received by CONTRACTOR on  
26 behalf of COUNTY, agree to the same restrictions and conditions that apply to CONTRACTORS with  
27 respect to such PHI; and to incorporate, when applicable, the relevant provisions of these Provisions  
28 into each subcontract or sub award to such agents or subcontractors.

1 I. *Employee Training and Discipline.* CONTRACTOR shall train and use  
2 reasonable measures to ensure compliance with the requirements of these Provisions by employees who  
3 assist in the performance of functions or activities on behalf of COUNTY under this Agreement and  
4 use or disclose PHI; and discipline such employees who intentionally violate any provisions of these  
5 Provisions, including termination of employment.

6 J. *Termination for Cause.* Upon COUNTY'S knowledge of a material breach of  
7 these Provisions by CONTRACTOR, COUNTY shall either:

8 1. Provide an opportunity for CONTRACTOR to cure the breach or end the  
9 violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the violation  
10 within the time specified by COUNTY; or

11 2. Immediately terminate this Agreement if the CONTRACTOR has breached a  
12 material term of these Provisions and cure is not possible.

13 3. If neither cure nor termination is feasible, the COUNTY Privacy Officer shall  
14 report the violation to the Secretary of the U.S. Department of Health and Human Services.

15 K. *Judicial or Administrative Proceedings.* COUNTY may terminate this  
16 Agreement in accordance with Paragraph Three (3) of this Agreement, if (1) the CONTRACTOR is  
17 found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (2) a  
18 finding or stipulation that the CONTRACTOR has violated a privacy or security standard or  
19 requirement of HIPAA or other security or privacy laws is made in an administrative or civil  
20 proceeding in which the CONTRACTOR is a party.

21 L. *Effect of Termination.* Upon termination or expiration of this Agreement for  
22 any reason, CONTRACTOR shall return or destroy all PHI received from COUNTY (or created or  
23 received by CONTRACTORS on behalf of COUNTY) that CONTRACTOR still maintains in any  
24 form, and shall retain no copies of such PHI or, if return or destruction is not feasible, they shall  
25 continue to extend the protections of these Provisions to such information, and limit further use of such  
26 PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall  
27 apply to PHI that is in the possession of subcontractors or agents of CONTRACTOR.

28 M. *Disclaimer.* COUNTY makes no warranty or representation that compliance by

1 CONTRACTOR with these Provisions, HIPAA or the HIPAA regulations will be adequate or  
2 satisfactory for CONTRACTOR'S own purposes or that any information in CONTRACTOR'S  
3 possession or control, or transmitted or received by CONTRACTOR, is or will be secure from  
4 unauthorized use or disclosure. CONTRACTOR is solely responsible for all decisions made by  
5 CONTRACTOR regarding the safeguarding of PHI.

6 N. *Amendment.* The parties acknowledge that Federal and State laws relating to  
7 electronic data security and privacy are rapidly evolving and that amendment of these Provisions may  
8 be required to provide for procedures to ensure compliance with such developments. The parties  
9 specifically agree to take such action as is necessary to implement the standards and requirements of  
10 HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI.  
11 Upon COUNTY'S request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY  
12 concerning an amendment to this Agreement embodying written assurances consistent with the  
13 standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. COUNTY may  
14 terminate this Agreement upon thirty (30) days written notice in the event (i) CONTRACTOR does not  
15 promptly enter into negotiations to amend this Agreement when requested by COUNTY pursuant to  
16 this Section or (ii) CONTRACTOR does not enter into an amendment providing assurances regarding  
17 the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards  
18 and requirements of HIPAA and the HIPAA regulations.

19 O. *No Third-Party Beneficiaries.* Nothing express or implied in the terms and  
20 conditions of these Provisions is intended to confer, nor shall anything herein confer, upon any person  
21 other than COUNTY or CONTRACTOR and their respective successors or assignees, any rights,  
22 remedies, obligations or liabilities whatsoever.

23 P. *Interpretation.* The terms and conditions in these Provisions shall be interpreted  
24 as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable  
25 State laws. The parties agree that any ambiguity in the terms and conditions of these Provisions shall be  
26 resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

27 Q. *Regulatory References:* A reference in the terms and conditions of these  
28 Provisions to a section in the HIPAA regulations means the section as in effect or as amended.

1 R. *Survival.* The respective rights and obligations of CONTRACTOR as stated in  
2 this Section shall survive the termination or expiration of this Agreement.

3 S. *No Waiver of Obligations.* No change, waiver or discharge of any liability or  
4 obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any  
5 continuing or other obligation, or shall prohibit enforcement of any obligation on any other occasion

6 **29. DATA REPORTING REQUIREMENTS**

7 CONTRACTOR shall be responsible for submitting monthly and quarterly  
8 expenditure reports for delivery of the mental health services referenced in Exhibit A-1 in a manner  
9 consistent with the Substance Abuse and Mental Health Services Administration (SAMHSA) Federal  
10 Block Grant reporting requirements. CONTRACTOR shall also be responsible for submitting  
11 monthly and quarterly program reports in a manner consistent with the SAMSHA reporting  
12 requirements. Upon execution of this Amendment I, CONTRACTOR and COUNTY'S Department  
13 of Children and Family Services Director, or designee shall discuss and review the required  
14 SAMSHA reporting requirements."

15 6. That the existing COUNTY Agreement No. 06-172, Page Twenty (20), beginning  
16 with Paragraph Twenty-Six, Line Ten (10) with the word "NOTICES" and ending on Line Twenty-  
17 Three (23) with the word "change" be deleted and the following inserted in its place:  
18 "The persons having authority to give and receive notices under this Agreement and their addresses  
19 include the following:

20 **NOTICES**

21 **COUNTY**

22 Director, Fresno County  
23 Department of Behavioral Health  
24 4441 E. Kings Canyon Road  
Fresno, CA 93702

25 Director, Fresno County  
26 Department of Children and  
Family Services  
27 2011 Fresno Street, Suite 301  
Fresno, CA 93721

21 **CONTRACTOR**

22 Executive Director  
23 Mental Health Systems, Inc.  
24 9465 Farnham Street  
San Diego, CA 92123

28 Any and all notices between COUNTY and CONTRACTOR provided for or permitted  
under this Agreement, or by law, shall be in writing and shall be deemed duly served when personally

1 delivered to one of the parties, or in lieu of such personal service, when deposited in the United States  
2 Mail, postage prepaid, addressed to such party. Within fourteen (14) days of any change in  
3 administrative and/or management staff positions including, but not limited to changes to, the Board of  
4 Directors, Executive Director, Clinical Director, Program Manager and/or Program Coordinators,  
5 CONTRACTOR shall notify COUNTY in writing of that change.”

6 7. That current Paragraph numbering in County Agreement number 06-172, as it refers to  
7 numbers 21 through 28 shall be changed to read paragraphs 31 through 38.

8 8. Except as otherwise provided in this Amendment I all other provisions of the Agreement  
9 remain unchanged and in full force and effect. This Amendment I shall become effective February 1,  
10 2008.

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

ATTEST:

PROVIDER:

COUNTY OF FRESNO

MENTAL HEALTH SYSTEMS, INC.

By

Print Name KIMBERLY R. BOND, MFT

Title

PRESIDENT

Chairman of the Board, or President or any Vice President

Date

12/14/07

By

Print Name

Michael Hawkey

Title

Senior Vice President, Finance and Accounting

Secretary (of Corporation), or any Assistant Secretary or Chief Financial Officer or any Assistant Treasurer

Date

12/14/07

By

Chair, Board of Supervisors

Date

JAN 15 2008

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By

Date:

JAN 15 2008

Mailing Address:

9465 Farnham Street,  
San Diego, CA 92123  
Phone No: (858) 573-2600  
Contact: Executive Director

PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED

1 APPROVED AS TO LEGAL FORM:  
2 DENNIS A. MARSHALL,  
3 COUNTY COUNSEL


4 By  \_\_\_\_\_  
5  
6

7 APPROVED AS TO ACCOUNTING FORM:  
8 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/  
9 TREASURER-TAX COLLECTOR

10 By  \_\_\_\_\_  
11

12 REVIEWED AND RECOMMENDED FOR  
13 APPROVAL:

14 By  \_\_\_\_\_  
15 Catherine A. Huerta, Director  
16 Department of Children and Family Services  
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19  
20  
21  
22  
23  
24

25 Fund/Subclass: 0001/10000  
26 Organization: 564022352230  
27 Account/Program: 7295   
28

**MENTAL HEALTH SYSTEMS, INC**  
**MENTAL HEALTH SERVICES**  
**Floyd Farrow Substance Abuse Unit**  
**Post Release Outpatient Services**

**Scope of Services**

**MHS, Inc.** has been contracted by the County of Fresno to provide substance abuse treatment in-custody and post-release since November 2000. Mental Health Services have been provided by Fresno County's Department of Children and Family Services. This visionary collaboration of treatment services and integrated model within the Substance Abuse Unit has resulted in positive outcomes for the juveniles served. The model offers a continuum of treatment and intervention incorporating sanctions, social learning, therapeutic community, family involvement and gender responsive treatment and specialized curriculums.

**MHS, Inc.** is keenly aware of the importance of the continuation of integrated service delivery within the SAU Program. The partnership between MHS, Inc., Fresno County Department of Children and Family Services and Juvenile Justice has resulted in a visionary program that has demonstrated multiple successes. By integrating the SAMHSA contract into MHS we are confident that we can jointly continue to enhance and add to the model.

**In-custody Treatment**

In-custody treatment will consist of dual diagnosis services for thirty (30) in-custody male (one full POD at JJC) in a full scope therapeutic community treatment model. Ten (10) in-custody females will participate in a specialize treatment program designed to

deal with the complex familial and relationship issues unique to adolescent females with substance abuse and mental health issues. To help female adolescents admitted to the in-custody program explore their unique traits, strengths, and self images, MHS, Inc. has incorporated Stephanie Covington's "Voices". Every effort will be made to identify and exclusive sustainable environment especially for female's treatment and supportive activities as a mean of enhancing gender responsiveness. MHS, Inc. recognizes that gender makes a difference and gender responsive treatment is a critical component of success in all aspects of substance abuse and mental health treatment.

At every level of care, specific treatment interventions will be utilized to meet the adolescents' gender based needs. For instance, during the in-custody treatment phase, Hazelden's and "Young Men's Work" equips adolescent males with the ability to form positive relationships with both men and women with all creeds and colors.

Regardless of gender, all adolescents served by any MHS, Inc. program will be treated with compassion, courtesy, and recognition of their individuality, based on these guidelines:

**Principal 1: Gender:** Acknowledge that gender makes a difference.

**Principal 2: Environment:** Create an environment based in safety, respect, and dignity

**Principal 3: Relationships:** Develop policies, practices, and programs that are relational and promote healthy connections to family, significant others, and the community.

**Principal 4: Services and supervision:** Address substance abuse, trauma, mental health issues through comprehensive, integrated and culturally relevant services and appropriate supervision.

**Principal 5: Socioeconomic status:** Provide (all adolescents) with opportunities to improve their socioeconomic conditions.

**Principal 6: Community:** Establish a system of community supervision to improve their collaborative services.

For all adolescents in all programs, MHS, Inc. purposes a range of services based on nine critical elements; every youth and family will have the support of every element described here. Cognitive behavioral models have proven to be the most beneficial in

working with delinquent youth. The design incorporates all elements necessary for effective adolescent treatment.

**Element 1:** All youth will receive a comprehensive mental health assessment by the clinician assigned to their case upon their intake. Referrals for medication evaluation will be made to a JJC psychiatrist.

**Element 2:** A multidisciplinary treatment team of mental health and substance abuse, school, and probation staff coordinate the treatment plan to address the multiple needs of youth and family.

**Element 3:** Family involvement is crucial to the child's success, especially because most youth return home after incarceration or live at home during outpatient treatment. The multidisciplinary team will engage the family upon their child's intake to our program with a welcome phone call and a home visit. Family Awareness and Family Progress groups will be provided on a weekly basis. Individualized Family Therapy will be provided by the clinician on a bi-weekly basis.

**Element 4:** Curriculum is adjusted to the adolescent's developmental needs and to meet educational, cultural, and gender specific requirements. Certain values and structures must be maintained to support the effect of group-based programs, but each treatment plan will be individualized.

**Element 5:** Program staff integrates extracurricular and therapeutic activities to stimulate interest while supporting the message that sobriety can be fun and meaningful. In the current program there have been talent shows, holiday celebrations, after-care field trip, family potlucks and barbeques as a means of engaging clients and families. Youth in the SAU and their families experience an atmosphere of acceptance and trust, demonstrated by the number of families involved in the program.

**Element 6:** Teams of mental health clinicians and MHS substance abuse counselors provide a low client-to-staff ration and a wide range of diversity and expertise to improve client outcomes.

**Element 7:** The staff is varied as to gender and ethnic/cultural make-up. MHS requires that all staff participate in ongoing cultural competence staff training.

**Element 8:** MHS has developed a Post Release Outpatient Services program, or PROPS to address the mental health and substance abuse issues of the youth after discharge from the Juvenile Justice Campus, and their families. MHS Family & Youth Alternatives (FYA) provides mental health services for MediCal eligible probation and dependent youth and the families at the same site. Co-location of these programs offers access to dual treatment (Mental Health and AOD), life skills training, case management and referral, relapse prevention training, and required 12-step meetings.

**Element 9:** MHS maintains and reports longitudinal youth outcomes through 6 months post completion of PROPS. Review of data and national literature will occur at least semi-annually to evaluate ways to improve and enhance program outcomes.

Our services will include all elements shown above as well as a full range of additional, high-intensity treatment and support services, integrated into a comprehensive continuum of care. The proposed services described below, designed specifically for adolescents in the SAU in Juvenile Justice Campus (JJC), are based on the multi-faceted nature of serious substance abuse and mental health issues.

A significant challenge for clients participating in an in-custody program is the eventual need to transition back into the community. Moving from a highly structured, secure setting like Juvenile Justice Campus to an environment that supported addiction and delinquent behavior can be stressful and highly problematic. Many times youths return to homes in which family members are engaged in behaviors that the youth is trying to avoid, or to gang activities that do not foster newly developing healthy, crime-free lifestyles.

MHS, Inc. believes that discharge planning begins at admission. To help assure post-release stability, in-custody treatment services are designed to help adolescents build and internalize skill sets that will sustain their commitment to sobriety during and after

the transition phase. MHS, Inc. will address this concept through a variety of services, program structure and proven interventions:

- **Therapeutic Community (TC):** True recovery is a process that occurs within a “healing community”. This approach puts participants in a setting that teaches, rewards, and reinforces the pro-social skills and attitudes necessary for successful reintegration into society. It also addresses negative attitudes and behaviors by a series of interventions, learning experiences and possible disciplinary measures including temporary exclusion from the community, depending on the severity of the conduct. The SAU in-custody program will combine strong and intensive treatment with the tools of the TC to affect cognitive, emotional, and behavioral restructuring of participating adolescents. Only by such a complete restructuring of beliefs, attitudes, and behaviors will it be possible to avoid relapse and recidivism.

MHS combines the most effective aspects of a Therapeutic Community with a curriculum proven effective with incarcerated substance abusers. MHS has been providing “coerced” and “voluntary” treatment to offenders for more than a decade. That experience demonstrates that this approach to in-custody treatment is effective. However, regardless of the technique used in any substance abuse program, there needs to be a *genuine and empathic* treatment and recovery environment...*even if that environment occurs in custody.*

Most incarcerated youth have only known negative relationships. There are countless examples of youths who will join a gang rather than feel as if they don’t belong. Others are involved in abusive relationships in order to feel “in control.” These facts are fundamentally important in a therapeutic community because most adolescents entering the program will have had many negative influences and relationships, but few, if any, positive or healthy relationships. Thus, they will have belonged only to negative communities, such as gangs, and social circles where crime and drug abuse were the norm. The primary function of a therapeutic community is to change these past behaviors by teaching participants to identify, build, and maintain healthy, positive relationships.

Community is what helps engage the participant from intake through release, and provides the motivation to be successful. Both individually, and as a group, empowerment is learned through changing one's thinking from anti-social to pro-social; by changing self-destructive thoughts and behaviors into constructive and responsible behaviors; and by converting self-pity and hopelessness into self-respect and hope. The objective is to use the therapeutic community methodology to create a truly recovering community. MHS' experience and research support the effectiveness of strengths-based, family-focused treatment in the context of such a Community, using positive peer culture to encourage and reinforce personal change. Because adolescents are more responsive to positive peer culture than to lectures from adults, this modality fosters motivation and participation. Youth also learn how to develop positive relationships supportive of a drug-free, crime-free lifestyle during the in-custody phase of treatment, and they take those skills to their PROPS program.

- **Motivational Interviewing (M.I.):** In addition to Therapeutic Community MHS will also utilize Motivational Interviewing as a means of engaging and motivating the youth and families we work with. MHS, Inc. maintains a group of MI trainers on staff, certified by the national Motivational Interviewing Network of Trainers. Motivational Interviewing (MI) is an evidence-based interactive counseling approach proven effective in assisting individuals and families to mobilize internal resources for change by enhancing intrinsic motivation. It is empathic, combines directive and non-directive responses, reduces argumentation, and promotes client self-efficacy. Program staff will be training in MI counseling style, including interviewing and brief intervention techniques, and will use the stages of change pre-contemplation, contemplation, preparation, action, and maintenance. Clinicians will receive extensive training in MI.
- **Screening and Assessment:** The SAU will continue to use the Youth Assessment of Severity Index (Y-ASI) for youth admitted to the program. In collaboration with Fresno's Juvenile Court, SAU performs this screening to expedite availability of the information. The mental health clinician will complete a comprehensive mental health assessment upon placement in the program.

- **Standardized Admission and Placement Criteria:** The program has in place and will continue to use Admission and Readmission Criteria that meet ADP certification standards.
- **Dual Services Team:** Each group of 10 minors in the SAU will have a professional team composed MHS mental health clinician and MHS Substance Abuse Counselor. They will provide coordinated treatment and case management during the in-custody phase of the program. The staff will lead therapy groups that address substance abuse and mental health issues.
- **Treatment Team:** The team will consist of individuals significantly involved in the youth's treatment, including the youth, family, mental health and substance abuse counselors, probation officer, Juvenile Justice Campus and education staff, and others who may be involved in the youth's aftercare plan. The treatment team will approve the treatment plan within thirty days of admission and review and modify the plan every ninety days or as needed. The treatment team will review progress in the program on a bi-weekly basis.
- **Treatment Plan:** The initial treatment plan will be developed by the youth, youth's family, and counselors within the first 30 days of admission integrating information from the mental health assessment. The plan will be reviewed by the full treatment team for approval. It will include a description of problems, define goals, and specify an action plan for the attainment of goals. The plan will address areas of family discord, education, housing, family financial status, identified mental health issues, physical health of the youth and family, and other areas which impact the youth's treatment. The plan will also specify the start and end dates of the intervention and goal attainment, and will be updated as needed or at least every ninety days.
- **Treatment Services:** Treatment components will include process and community groups, individual therapy (for substance abuse issues and for co-occurring disorders),

multi-family groups, psycho-education, case management, crisis services and medication support. Specialized groups may include process groups, AOD education, Life Skills, Mental Health education, Anger Management, Recreation Therapy, Art Therapy and gender specific activities. Client population demographics will be monitored and treatment services will be adapted to meet specific population needs.

**Individual Therapy:** Individual mental health therapy is provided to in-custody clients **one time per week**, or as needed. The youth is encouraged to discuss co-occurring related issues in the group and community meetings to fully benefit from the therapeutic community. However, some may find certain issues too sensitive or emotionally overwhelming to divulge to the community, but may be able to effectively work on these issues in individual therapy.

**Family Therapy:** Family therapy will occur **bi-weekly**. Families will be encouraged to attend these sessions as a means of exploring and dealing with the family dynamics associated with family/client history and co-occurring diagnosis. Regular family therapy will help the family to develop proactive support and trust and prepare for the client's reintegration back into the community home.

**Process Groups:** Process Groups will address issues of personal responsibilities, such as journals, daily self-responsibility, behavior on the unit, and progress toward goals. They will also deal with evaluations, level advancement, and disciplinary actions. Group size will be eight to 12 youth, depending on the nature of the group.

**Community Groups:** Community Groups, utilizing a Therapeutic Community model allow youth to have an active voice in the treatment community. They can discuss concerns or make suggestions during the meeting. Youth are encouraged to address peer behaviors that are not supportive of the community or healthy living as a group, with staff oversight. Participants come together to resolve shared problems, plan activities, give and receive feedback to shape pro-social behavior, and share successes and failures.

**Family Counseling/Psycho-educational Groups:** Family group counseling will be provided weekly in a multi-family group setting. During the first portion of the group parents will be given the opportunity to speak with the clinician and/or counselor to address any concerns they have regarding their youth in the program, ask questions and or identify co-occurring issues. Following this initial contact the youth and families are brought together for family process group that is co-facilitated by the clinician and the counselor. Group sessions allow families to share experiences. Many families fear talking about “family secrets.” Some “secrets” include other members using drugs, stigma’s associated mental health violence in the home, financial struggles, judicial problems, and fears of losing their children. The group is designed to allow members to speak freely, and fosters mutual identification of possible solutions to common problems. Many issues, such as domestic violence/incest, are referred for further assistance to appropriate resources as needed for specialized intervention and support.. Family members are asked to sign information release forms when using outside resources, to allow communication between agencies and maximize support for the client(s). Group size will vary according to attendance but is generally limited to twelve families.

**Psycho-educational Groups (AOD Specific):** The program consists of AOD education groups and process groups. An effective adolescent AOD program must address four principal areas: 1) symptoms and patterns of behavior common to all addictive diseases; 2) issues specific to adolescents; 3) unique issues directly related to culture or ethnicity; and 4) issues related to family dynamics. The program’s Educational Component addresses issues using age-appropriate methods that educate youth in a manner relevant to their lives. Exercises from the curriculum workbook are incorporated in adolescent groups.

The curriculum workbooks, “A New Direction,” combine years of experience between two organizations, the Hazelden Foundation and the Minnesota Department of Corrections. The cognitive/behavioral treatment curriculum maps

a life of recovery and freedom for chemically dependent offenders. Assignments are step by step through intake and orientation, criminal and addictive thinking, drug and alcohol education, socialization, relapse prevention, and release and reintegration preparation.

The curriculum is designed to help clients see how thought processes lock in destructive behaviors, recognize links between addiction and criminal activity, develop healthier ways of relating to others, and learn to keep recovery strong. They are incorporated into treatment plans based on the individual's strengths, and supported through workbook study groups, peer discussions, school activities, individual check-ins with counselors, and a self-monitored system to encourage individual responsibility. Workbook completion is part of the program requirements for successful graduation and serves as a concrete, visual measurement for clients and an outcome measurement tool for the program.

**Self-Help Group Participation-AOD Specific (12-Step Programs):** Twelve-Step meetings are an important adjunct support system and are a requirement of each treatment plan. Clients learn about the program via workbooks and guest speakers sharing their experiences, strength, and hope. The program has an established twelve-step meeting in the Hall to give the youth opportunities to get comfortable with the format. Many youth that are reluctant to attend outside meetings find that they get comfortable enough to seek out other meetings. While most choose Twelve-Step groups, MHS also encourages exploration of other self-help networks, and provides referrals.

- **Education:** Most youth in the juvenile justice system have histories of academic failure that increases their risk of substance abuse, mental health challenges, delinquency, and violence. In most cases the reason for failure is not for lack of ability, but rather the experience of failure itself. MHS believes that youth must not be allowed to fail, and will work with the youth and educational system to ensure success. Incremental academic success serves to enhance self-esteem, confidence and academic motivation. During the youth's time in the program, this may mean specialized tutoring, incentive programs,

advocating for diagnostic educational assessment for learning disabilities, or shadowing the youth in the classroom. Academic success is a key predictor for maintaining a drug and crime free life and, as such, is a key component of the youth's discharge and outpatient treatment plan. Designated staff will coordinate school placement at discharge, arrange mentoring/tutoring, and other support services as necessary.

- **Discharge Plan:** Discharge planning begins at intake and is revised during the treatment phase with input from the treatment team. The discharge plan will recommend the level of care required; describe AOD outpatient care, mental health follow-up, educational and/or vocational plan, and necessary services and referrals for the family to support recovery. Random drug testing will be part of the plan for youth returning to the community. MHS collects tens of thousands of urine samples for testing annually, and could provide this service contractually if the County desires.
- **Case Management:** The multidisciplinary team will provide case management services for the youth and his/her family. This will include coordination of services from various agencies, collaboration on discharge planning to ensure youth and family have a complete and appropriate plan for post-release community reintegration, access to outpatient services that address language and cultural needs, and identify barriers to obtaining services.
- **Recreational and Social Activities:** Organized, interactive social and recreational activities are a key feature and are built into the program structure. Such activities help the participants to explore new, healthy and proactive interests. Progress is monitored and documented by the counselor. Supervised activities may include basketball, flag football, baseball, aerobics, and yoga, and social events such as holiday celebrations. The program will seek volunteers to demonstrate various sport and recreational opportunities, such as martial arts, dance, yoga, make-up skills, camping, and backpacking. Youth will be encouraged to attend sober and clean social and recreational events during all phases of treatment. Community resources for these activities, when available, will be integrated into the Discharge Plan.

### **In-Custody Program Levels and Phases**

As youth progress through the treatment program they learn pro-social roles and adaptive skills. During orientation, members will be exposed to new roles as they learn to hold each other accountable and provide peer support in groups. Each adolescent will be assigned tasks in the community, with increasing responsibility as he/she progresses through the program. The SAU therapeutic community promotes the Six Pillars of Character values of Trustworthiness, Respect, Caring, Citizenship, Responsibility, and Fairness. The goal is to provide a safe, sober, supportive and positively structured environment for adolescents to work a program of recovery in all areas of life, including school, work, home, social relationships, leisure and play, promoting personal responsibility for one's own behaviors.

**Orientation:** Before entering the SAU program, the youth completes a thorough assessment that includes the ASI (Addiction Severity Index) and a Bio-psychosocial Assessment. After assessment, the client is assigned to a treatment team consisting of an MHS Mental Health Clinician and Substance Abuse Counselor will take into consideration the language and cultural needs of the youth and family. Upon admission to the program the Mental Health Clinician will complete a comprehensive Mental Health Assessment on each client. The youth and family are oriented to the program and participate in treatment plan development. Youth will be assigned "buddies" to help during their adjustment to the program. If there is no involved parent to assist the youth and contribute to recovery, Program staff will assist in choosing another individual to serve as a "family member."

**Level I:** Clients advance to Level I by a decision of their peers based on whether they know and understand group process and rules well enough to have the privilege of voting on group issues. Youth are expected to attend all components of the daily program. During this intensive treatment phase the clients attend gender specific groups, life skills, anger management, art therapy, recreational therapy, community meetings, psycho-educational groups, process groups, individual counseling, activity groups, 12-Step meetings, and family counseling as indicated. Clients are expected to be active

group members, begin to take risks, express feelings, and to be accountable for their own behavior. Clients learn how their substance abuse relates to being incarcerated and how substance abuse affected them at school and at home. Clients and families establish goals for what they want to accomplish while in SAU. ***Level I is devoted to overcoming denial, and building a sense of trust and safety.***

**Level II:** This Level requires accepting greater responsibility within the community. For example, a participant may take a leadership role in TC government. They expand on tools to manage anger and frustration, recognize and respect boundaries (their own and those of others), and identify relapse triggers. Each new skill is reinforced during group sessions and practiced and modeled in the TC. Clients work to be honest about their own feelings and in their feedback to others, and to not condone negative behavior. Clients evaluate their family's involvement and participation and develop a "Plan of Recovery." It becomes a living document during the next level of treatment. ***Level II has goals of broaching honesty, accountability, and responsibility.***

**Level III:** Clients at this level of treatment solidify the gains they've made and serve as leaders and role-models for the community. They use group process through acknowledgement of their own problems and ability to give and take feedback. By publicly practicing these healthy lifestyles and receiving support from the community, these behaviors begin to be internalized. Clients refine their "Plan for Recovery" and focus on plans to deal with problems substance abuse has caused in their life and the lives of those close to them.

**Level IV:** Clients practice their new skills and strengthen their own commitment by teaching these skills to others. The focus is finalizing their Continuing Care Plan to identify potential problem areas and solution alternatives. Each youth meets with his/her substance abuse and mental health counselors to finalize the Plan. Each young person's plan contains detailed strategies for remaining clean and sober during the six-month Outpatient Drug-Free period and continuing services for identified mental health issues. Topics include relapse prevention, positive family and peer interaction, education, employment, and supportive social activities. The family participates in plan development to include support activities for parents or other significant adults in the

young person's life. The full treatment team, including the youth, family and professional staff discuss and agree upon the plan.

**Graduation:** Movement from one level to the next requires passing milestones, including peer panel interviews. This ensures that the youth feels that he/she has earned the promotion, and that his/her achievements have been acknowledged. Successful completion of the program is finalized with a graduation ceremony, a positive, re-affirming event that includes family members, the treatment team, and others in the youths' community.

**From Discharge to Post-Release Outpatient Services (PROPS):** This final phase of treatment begins at discharge, but planning began at intake. MHS recognizes that individual and family recovery is a lifetime process. The program supports this belief by providing ongoing outpatient services as part of the regular curriculum and program goals, and family educational and referral services on a long-term basis.

### **Post-Release Out Patient Services**

Upon successful completion of 120 to 180 days in-patient, youth are returned home to their families and begin the second phase of a one year process of recovery. The post-release services provide a Day Care Habilitative model. Services are provided at MHS's centrally located Family and Youth Alternatives Program. This continuum of service delivery allows clinicians to develop a consistent and longer term therapeutic relationship with the youth and their family (6 months in-custody, 6 months post-release). This consistent and stable relationship between client and clinician assists in maintaining stability, family participation and treatment compliance as the client reintegrates into their community and peer culture.

### **The PROPS program provides the following services:**

- Three-hour groups for clients three times per week for six to eight months (Day Care Habilitative)
- Individual and family therapy and mental health services as needed.
- Crisis intervention

- Case management provided by the multidisciplinary team
- Daily attendance at Ashjian School, in a classroom designated for all post-release clients. Curriculum is based on “A New Direction,” the same curriculum used in the in-custody phase of treatment. The workbook includes concrete tools/resources, and an action plan that includes warning signs of relapse, social triggers, danger zones, twelve-step meetings, educational goals, family relationships, drug free social activities, employment, and coping with relapse.
- Group discussions include experiences in recovery such as dating, working, reentering school, and family life changes.
- PROPS includes other process and family groups, ancillary referrals, educational/vocational assistance, Life Skills curriculum, coordination of clean and sober activities, educational forums, and family centered activities.
- Co-location with the MHS Family and Youth Alternatives allows access to services for co-occurring disorders for eligible youth and their families.
- Volunteer Services: MHS believes that adolescents can benefit by contributing to community services as an integral part of treatment goals. These types of activities result in youth experiencing the feelings of contributing to their community.
- Treatment teams - staff, family, youth, and individuals with significant relationships.
- Specific groups focused on peer “refusal skills” and gang involvement to reinforce newly learned behaviors. Group support for refusal skills is critical.
- Established, measurable achievement goals required to advance to graduation.
- Development of a youth advisory group consisting of program graduates and alumni. Youth are more committed to a program in which they have a voice and can assume a sense of ownership.
- Relapse prevention education, which begins prior to graduating the in-custody program and is reinforced throughout PROPS and Drug Court Outpatient treatment.
- Information and referral to community-based 12-Step programs.
- Opportunities for community service work.
- Clean and Sober social and recreational activities.

### **Training and Orientation**

All SAU staff are fully trained and oriented to provide quality treatment and meet all compliance standards for MHS, Inc, County of Fresno and the State of California. In addition MHS, Inc and SAU provide a range of on-going comprehensive training for our

staff as a means of providing the highest quality of services, adherence to best and evidence based practices and model fidelity.

- MHS, Inc. will provide additional on-going training for clinical staff. MHS, Inc. provides a variety of training opportunities including an accredited Training Academy, CEU's and Conference attendance. Clinicians will receive extensive AOD and education. All clinical staff will be trained in ethics, cultural diversity, child trauma, child and adolescent psychopathology, child and adolescent development, therapeutic community, motivational interviewing, behavioral intervention, cognitive behavioral, utilization of strength and evidence based models.
- MHS, Inc. has utilized **Minkoff and Kline** in developing additional organizational co-occurring expertise. MHS, Inc. will continue to integrate our pillars of "Cultural Diversity and Inclusion", "Gender Responsiveness" and "Co-Occurring Disorders."

### **Proposed Program Staffing**

#### **Mental Health Component (SAMHSA)**

0.5 FTE Clinical Supervisor (LCSW, MFT)  
3.0 FTE Unlicensed Mental Health Clinicians

Licensed Clinical Supervisor: 50% SAU contract; 50% SAMSHA Grant

Unlicensed Mental Health Clinicians (100% SAMHSA Gant)

Case Management, aftercare, home visits and linkages necessary for community transition will be facilitated by Clinical Supervisor, Mental Health Clinicians and Substance Abuse Counselors.

MHS will incorporate the use of creative staffing to enhance services and maintain budget viability including the use of unpaid or stipend MSW and MFT interns.

#### **Substance Abuse Component**

1.0 FTE Program Manager  
0.5 FTE Clinical Supervisor (per SAMHSA augmentation)  
1.0 FTE Administrative Assistant  
4.0 FTE Substance Abuse Counselors

### **SAU Service Delivery**

The Clinical Supervisor will report to the SAU Program Manager and will be responsible for the clinical supervision of the three unlicensed clinicians and any mental health interns. In addition to being responsible for clinical oversight of the mental health service delivery the Clinical Supervisor will also be expected to carry a case load of ten adolescents, assist in monitoring SAMHSA funded positions, data collection and evaluation.

The (3) unlicensed clinicians will each also carry a case load of 10 adolescents (in-custody) and up to 10 adolescents (PROPS).

The program will continue to utilize strength and evidenced based model that incorporates therapeutic community, motivational interviewing, gender responsive services and cultural sensitivity.

Each juvenile will be assigned to a team consisting of a clinician and a primary substance abuse counselor. This team will be responsible for providing services to the juvenile and his/her family through the continuum of treatment. The assigned team will follow the family through all phases of treatment and be available as needed during periods of crisis, instability and challenges.

The Substance Abuse counselors and Mental Health clinicians will also work as a team in providing case management, including "welcome" phone calls to the families upon the minor's intake to the program, scheduling and participating in home visits as needed allowing for a continuum of care which begins immediately upon the first family/juvenile contact. This consistent treatment provider model facilitates a sense of security and trust for the family and enhances the propensity for engagement and success.

Clinicians and Counselors will co-facilitate process groups including Family Night. Clinicians will facilitate one group per week focusing on mental health issues with the juveniles. Clinicians will co-facilitate with the counselor in Family Therapy group and focus on providing education to the families who are struggling with understanding mental health issues with their juveniles.

Clinicians will also be responsible for following their case load through Post Release Outpatient Services (PROPS). The primary clinicians will continue to provide clinical support services to the juveniles and their families as needed or in crisis.

Clinical Supervisor will provide the needed individual and group supervision for clinical hours of unlicensed mental health clinicians as well as mental health interns.

SAU will incorporate integrated Clinical Supervision for both Mental Health and Drug and Alcohol staff providing comprehensive insight into clients' needs and individualized service delivery.

## Program Milestones

**Objective: Drug Free Lifestyle**

**Program: Mental Health Services**

**Crime Free Lifestyle  
Substance Abuse Unit  
Educational /Vocational  
Post Release Outpatient Services**

Program Activity	Client Milestones	Number	Days to Achieve	Verification Measure
<b>In Custody Substance Abuse Unit</b>				
1. Mental Health Clinician will meet with participant	Makes initial contact with program and agrees to participation	80	5	Initial Mental Health assessment/referral for medication evaluation (if needed)
2. A) Co-Occurring disorder groups focusing on problems solving and decision making skills. B) Bi-weekly Individual Therapy utilizing gender responsiveness,	A) Minor will gain awareness on how substance abuse and mental health issues have impacted them and their families B) Model positive behaviors and be a "role model" to new youth in program	A) 70  B) 60  C) 40	A)100-120  B) 100-120	A)Staff observe public presentation in group of peers in acceptance by vote to the next level B) Maintain a score of 80 points a day

<p>motivational interviewing, positive lifestyle, goal setting, positive peer pressure.</p> <p>C) Bi-weekly Family Therapy focusing on communication, and building a positive family relationship. Family outreach including welcoming phone call inviting family to the program, family outreach including home visits and referrals for family services.</p> <p>D) Therapeutic milieu using motivational interviewing, cognitive behavioral therapy, and rewards for positive achievements.</p>	<p>C) Family attends family therapy sessions, family awareness and family support at least once</p> <p>D) Attend school 90% of the time making academic progress</p>	<p>D) 60</p>	<p>C) 30</p> <p>D) 45-100</p>	<p>C) Program attendance records</p> <p>D) The school report card and attendance records</p>
<p>3. A) Minor will incorporate healthy coping skills</p> <p>B) Increased emphasis on leadership in milieu, groups focused on values and goal setting</p> <p>C) Family Counseling/Support activities</p>	<p>A) Minor will take medication as prescribed (if needed). Minor will participate in Anger Management and Life Skills</p> <p>B) The youth will publicly (two peers) support a drug free and crime free lifestyle</p> <p>C) Family participation/attendance in Family Therapy Session at last once per month</p>	<p>A) 60</p> <p>B) 60</p> <p>C) 30</p> <p>D) 40</p> <p><b>60</b></p>	<p>A) 100-180</p> <p>B) 120-180</p> <p>C) 60-180</p> <p>D) 120-180</p>	<p>A) Staff observation, attendance roster and follow up with psychiatrist</p> <p>B) Staff observation, public presentation in group of peers</p> <p>C) Program attendance</p>

Post Release Outpatient Services				
D) Rewards for school achievement	D) Academic gains/credits of greater than time in program (i.e 4-6 month gain.)  <b>Graduation from in custody program</b>  <b>Transferred to Post Release Outpatient Services</b>	40		record  D) Pre-post academic testing by school.

1. A) Individual Therapy, referrals to Outpatient medication consult, and case management and follow up services as needed B) Family therapy, family groups/telephone contact C) Reinforce positive achievement in	A) Youth attends Post Release Outpatient Services after in custody discharge  B) Family attends group and therapy in Outpatient services at least once C) Youth attends a school/vocational program or is working	A) 30  B) 20  C) 20	A) 180-220  B) 180-220  C)	A) Program attendance roster  B) Program attendance roster  C) Probation and school records
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school/vocational efforts  D) Group support for drug and crime free lifestyle	after discharge D) No new convictions or dirty drug tests within 60 days	D) 20	180-365  D) 180-365	D) Probation records and UA results
<b>Graduation from Post Release Outpatient Services</b>				
	Performance Target: 1. Clients will be drug free at completion of the program. 2. Clients will have no convictions during first six months of discharge from completion of in-custody program. 3. Clients are in school, working, or in vocational program six months after leaving the in-custody program.	20	180-365	1. No positive drug test past 60 days  2. Probation record indicating no arrests  3. Probation records of attendance or phone contact with youth/family

**OUTCOME EVALUATION FRAMEWORK**

**Program:** Mental Health Services-Substance Abuse Unit Post Release Out Patient Services  
FY:07-08

Outcome	Indicator(s)(may be more than one per outcome)	Data Source	Data Collection Method
. Participant will maintain mental health stability	<ul style="list-style-type: none"> <li>Number of participants who are still attending therapy who reached the 6 month marker.</li> <li>Number of participants who are still complying with prescribed medications (if needed) who reached the 6 month</li> </ul>	<ul style="list-style-type: none"> <li>Follow up telephone contact or direct contact if still in program.</li> <li>Collaboration with the family</li> </ul>	<ul style="list-style-type: none"> <li>Mental Health Counselor to ask or telephone participant and record response.</li> <li>Direct contact with family if in program or telephone call.</li> </ul>

	marker.		
Participants will maintain a drug free lifestyle	<ul style="list-style-type: none"> <li>• Number of participants who reach six month marker</li> <li>• Number of clean during the last three months.</li> <li>• Number clean at six months</li> </ul>	<ul style="list-style-type: none"> <li>• Follow Up telephone contact</li> <li>• Record (Urinalysis results) contained in Probation data system.</li> </ul>	<ul style="list-style-type: none"> <li>• Mental Health clinician to ask or telephone client and record response.</li> <li>• Obtain special report from Probation data system.</li> </ul>
Participants will lead a crime free lifestyle	<ul style="list-style-type: none"> <li>• No new convictions after completing 6 months in custody program after 6 months.</li> </ul>	<ul style="list-style-type: none"> <li>• Follow up telephone contact records (arrests) contained in Probation data system</li> </ul>	<ul style="list-style-type: none"> <li>• Mental Health clinician to ask or telephone clients and record response.</li> <li>• Obtain special report from Probation data system</li> </ul>
Participants will be attending school, working, or in a vocational program.	<ul style="list-style-type: none"> <li>• Number of youth working, in school, or vocational program at 6 months</li> </ul>	<ul style="list-style-type: none"> <li>• Follow-up telephone contact</li> <li>• Collaboration with teacher</li> <li>• School/Employment records</li> </ul>	Telephone call or direct contact if in program

# Outpatient Mental Health Services for Adolescents at Juvenile Justice Campus (JJC)

Mental Health Systems, Inc.

Program Budget

February 1, 2008 through June 30, 2008

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES</b>				
0001 Clinical Supervisor	0.50	\$0	\$13,433	\$13,433
0002 Unlicensed MH Clinician (Bilingual)	1.00	\$0	\$21,667	\$21,667
0003 Unlicensed MH Clinician	1.00	\$0	\$19,933	\$19,933
0004 Unlicensed MH Clinician	1.00	\$0	\$19,933	\$19,933
0005 Accountant	0.05	\$910	\$0	\$910
0006		\$0	\$0	\$0
0007		\$0	\$0	\$0
<b>SALARY TOTAL</b>	<b>3.55</b>	<b>\$910</b>	<b>\$74,966</b>	<b>\$75,876</b>
<b>PAYROLL TAXES</b>				
0030 OASDI		\$0	\$0	\$0
0031 FICA/MEDICARE		\$66	\$5,473	\$5,539
0032 U.I.		\$0	\$0	\$0
<b>PAYROLL TAX TOTAL</b>		<b>\$66</b>	<b>\$5,473</b>	<b>\$5,539</b>
<b>EMPLOYEE BENEFITS</b>				
0040 Retirement		\$36	\$2,999	\$3,035
0041 Health Insurance (medical vision, life, dental, disability)		\$55	\$4,498	\$4,553
0042 Life Insurance		\$0	\$0	\$0
0043 Sick/Vacation time		\$55	\$4,498	\$4,553
0044		\$0	\$0	\$0
<b>EMPLOYEE BENEFITS TOTAL</b>			<b>\$11,995</b>	<b>\$12,141</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$93,556</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1010 Rent/Maintenance Building				\$0
1020 other Equipment repair/maintenance				\$304
1030 Rent/Lease Equipment				\$42
1050 Utilities				\$500
1051 Janitorial				\$42
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$888</b>

**Outpatient Mental Health Services for Adolescents at Juvenile Justice Campus (JJC)**  
**Mental Health Systems, Inc.**  
**Program Budget**  
**February 1, 2008 through June 30, 2008**

OPERATING EXPENSES:		Total
1060	Telephone	\$1,225
1061	Answering Service	\$0
1062	Postage	\$83
1070	Printing/Reproduction	\$0
1071	Publications	\$0
1072	Legal Notices/Advertising (includes recruitment)	\$833
1080	Office Supplies & Equipment	\$854
1090	Household Supplies	\$0
1100	Clothing, Food and Hygiene	\$0
1120	Program Supplies - Therapeutic	\$1,500
1122	Program Supplies - Medical	\$0
1130	Transportation of Clients	\$0
1140	Staff Mileage/vehicle maintenance	\$2,870
1141	Staff Travel (Out of County)	\$0
1150	Staff Training/Registration	\$833
1151	Housing/Lodging	\$0
1151	Lodging	\$0
1152	Other - Other Business Services	\$740
1153	Other - Depreciation (Building & Equipment)	\$0
1154	other Curriculum	\$42
1155	Communication cell phone, internet	\$0
OPERATING EXPENSES TOTAL		\$8,980
FINANCIAL SERVICES EXPENSES:		
1160	Accounting/Bookkeeping	\$104
1161	External Audit	\$0
1170	Worker's Compensation Insurance*	\$4,163
1171	Professional Liability Insurance	\$628
1173	Other - Insurance/General liability	\$1,255
FINANCIAL SERVICES TOTAL		\$6,150
SPECIAL EXPENSES (Consultant/Etc.):		
1180	Consultants	
1181	other Indirect Costs	\$14,434
1182	other	\$0
1183	other	\$0
SPECIAL EXPENSE TOTAL		\$14,434
FIXED ASSETS:		
2000	Computers & Software	\$833
2001	Furniture & Fixtures	\$625
FIXED ASSETS TOTAL		\$1,458
Total Program Expenses		\$125,466

Outpatient Mental Health Services for Adolescents at Juvenile Justice Campus (JJC)					
Mental Health Systems, Inc.					
Program Budget					
July 1, 2008 through June 30, 2009					
Budget Categories -			Total Proposed Budget		
Line	Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES					
0001	Clinical Supervisor	0.50		\$32,240	\$32,240
0002	Unlicensed MH Clinician (Bilingual)	1.00		\$52,000	\$52,000
0003	Unlicensed MH Clinician	1.00		\$47,840	\$47,840
0004	Unlicensed MH Clinician	1.00		\$47,840	\$47,840
0005	Accountant	0.05	\$2,184		\$2,184
0006					\$0
0007					
SALARY TOTAL		3.55	\$2,184	\$179,920	\$182,104
PAYROLL TAXES					
0030	OASDI				
0031	FICA/MEDICARE		\$159	\$13,134	\$13,294
0032	U.I.				
PAYROLL TAX TOTAL			\$159	\$13,134	\$13,294
EMPLOYEE BENEFITS					
0040	Retirement		\$87	\$7,197	\$7,284
0041	Health Insurance (medical vision, life, dental, disability)		\$131	\$10,795	\$10,926
0042	Life Insurance				\$0
0043	Sick/Vacation time		\$131	\$10,795	\$10,926
0044					\$0
EMPLOYEE BENEFITS TOTAL				\$28,787	\$29,136
SALARY & BENEFITS GRAND TOTAL					\$224,534
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Maintenance Building				
1020	other Equipment repair/maintenance				\$730
1030	Rent/Lease Equipment				\$100
1050	Utilities				\$1,200
1051	Janitorial				\$100
FACILITY/EQUIPMENT TOTAL					\$2,130

Outpatient Mental Health Services for Adolescents at Juvenile Justice Campus (JJC)					
Mental Health Systems, Inc.					
Program Budget					
July 1, 2008 through June 30, 2009					
OPERATING EXPENSES:					Total
1060	Telephone				\$2,940
1061	Answering Service				\$0
1062	Postage				\$200
1070	Printing/Reproduction				
1071	Publications				
1072	Legal Notices/Advertising (includes recruitment)				\$2,000
1080	Office Supplies & Equipment				\$2,050
1090	Household Supplies				\$0
1100	Clothing, Food and Hygiene				\$0
1120	Program Supplies - Therapeutic				\$3,600
1122	Program Supplies - Medical				\$0
1130	Transportation of Clients				
1140	Staff Mileage/vehicle maintenance				\$6,888
1141	Staff Travel (Out of County)				
1150	Staff Training/Registration				\$2,000
1151	Housing/Lodging				\$0
1151	Lodging				
1152	Other -	Other Business Services			\$1,776
1153	Other - Depreciation (Building & Equipment)				\$0
1154	other	Curriculum			\$100
1155	Communication cell phone, internet				\$0
		OPERATING EXPENSES TOTAL			\$21,554
FINANCIAL SERVICES EXPENSES:					
1160	Accounting/Bookkeeping				\$250
1161	External Audit				\$0
1170	Worker's Compensation Insurance*				\$9,990
1171	Professional Liability Insurance				\$1,506
1173	Other -	Insurance/General liability			\$3,011
		FINANCIAL SERVICES TOTAL			\$14,757
SPECIAL EXPENSES (Consultant/Etc.):					
1180	Consultants				
1181	other	Indirect Costs			\$34,642
1182	other				\$0
1183	other				\$0
		SPECIAL EXPENSE TOTAL			\$34,642
FIXED ASSETS:					
2000	Computers & Software				\$2,000
2001	Furniture & Fixtures				\$1,500
		FIXED ASSETS TOTAL			\$3,500
			Total Program Expenses		\$301,117

## **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 subcontractors 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 dealings 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 billings 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 the Integrity Agreement and understand the contents thereof. I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program and Integrity Agreement requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

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

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Agency Name (If applicable): \_\_\_\_\_

Provider or

Employee Name (Printed): \_\_\_\_\_

Discipline (Indicate below if applicable):

Licensed :    ☐ Psychiatrist    ☐ Psychologist    ☐ LCSW    ☐ LMFT

UnLicensed: ☐ Psychologist    ☐ ASW    ☐ IMF

Other \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date:        \_\_\_\_/\_\_\_\_/\_\_\_\_

## **STATE MENTAL HEALTH REQUIREMENTS**

### **1. CONTROL REQUIREMENTS**

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**

- A. CONTRACTOR shall comply with applicable laws and regulations, including but not limited to section 5328 et seq. of the California Welfare and Institutions Code regarding the confidentiality of patient information.
- B. CONTRACTOR shall protect, from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information. This pertains to any and all persons receiving services pursuant to a Department of Mental Health funded program. CONTRACTOR shall not use such identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this contract.
- C. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client/patient, any such identifying information to anyone other than the County or State without prior written authorization from the County or State in accordance with State and Federal laws.
- D. For purposes of the above paragraphs, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

### **4. NONDISCRIMINATION**

- A. CONTRACTOR shall not employ any unlawful discriminatory practices in the admission of patients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap, in accordance with the requirements of applicable Federal or State Law.

- B. During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, section 12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). CONTRACTOR shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. CONTRACTOR shall comply with the provisions of section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

5. **PATIENTS' RIGHTS**

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