

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement No. 20-238 (“Amendment No. 1”) is dated December 3, 2024 and is between Central Star Behavioral Health, Inc., a for-profit organization, (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On June 23, 2020, the County and the Contractor entered into County agreement number 20-238 (“Agreement”), for Contractor to operate its sixteen (16) bed acute inpatient psychiatric health facility (PHF) to provide inpatient psychiatric services to adolescent youth, twelve (12) years up to eighteen (18) years of age, who may be admitted on a voluntary or involuntary basis and may include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, indigent/uninsured consumers, and juvenile inmates who are referred by DBH, a contract provider with DBH, or hospital emergency room, other County departments and other agencies.

B. Contractor previously provided services under the Agreement at 4411 E. Kings Canyon Road, Fresno CA 93702, Building 319. County desires to relocate its Adolescent Youth PHF to 3115 N. Millbrook Avenue, Fresno, CA 93703 (“Premises”).

C. County and Contractor now desire to amend the Agreement to reflect services being provided at the new Premises; modify the budget for additional resource availability, Senate Bill 525, relocation costs; and revise insurance requirements.

D. Contractor may continue to provide services at the current site, 4411 E. Cesar Chavez Blvd, Fresno CA 93702, if there are any delays in relocation including but not limited to construction, licensure, and permits.

The parties therefore agree as follows:

1. Section 1, subsection G of the Agreement located at Page Two (2), beginning Line Twenty-Two (22) with the word “Contractor” and ending on Page Three (3), Line Five (5) with the word “etc.” is deleted in its entirety and replaced with the following:

1 “Contractor shall execute a mutually agreeable lease agreement with County for
2 the lease of County-Leased property located at 3115 N. Millbrook Avenue,
3 Fresno, CA 93703 (“Premises”) as the site for Contractor’s provision of
4 Adolescent Youth PHF services under this Agreement. If Contractor or
5 Contractor’s affiliate fails to accomplish these tasks prior to providing services
6 under this Agreement, County may, in addition to other remedies it may have,
7 suspend referrals or terminate this Agreement, in accordance with Section Three
8 (3) of this Agreement.”

9 2. That all references to the location of “4411 Kings Canyon Road, Fresno, CA 93702” in
10 Agreement shall be deemed references to “3115 N. Millbrook Avenue, Fresno, CA 93703.”

11 3. Contractor may continue to provide services at the current site, 4411 E. Cesar Chavez
12 Blvd, Fresno CA 93702 if there are any delays in relocation including but not limited to
13 construction, licensure, and permits. Changes to the date in which relocation funds be spent, as
14 specified in Section 4 of the Agreement, may be made with the written approval of County’s
15 DBH Director, or designee for unpreventable delays as determined by the County’s DBH
16 Director.

17 4. That all references to “Exhibit C” in the Agreement shall be deemed references to
18 “Revised Exhibit C”. Revised Exhibit C is attached and incorporated by this reference.

19 5. A portion of Section 4, subsection A of the Agreement located at page 5 lines 21 through
20 24 is deleted and replaced with the following:

21 “The maximum amount payable to Contractor for the period July 1, 2024, through
22 June 30, 2025 shall not exceed Six Million, Seven Hundred Ninety Nine
23 Thousand, Four Hundred Eighty-One and No/100 Dollars (\$6,799,481.00).”

24 6. A portion of Section 4, subsection B located at page 6 lines 6 through 10 is deleted and
25 replaced with the following:

26 “In no event shall compensation paid for relocation costs during the
27 period effective upon execution through March 31, 2025, exceed Thirteen
28 Thousand, Nine Hundred Forty-Eight and No/100 Dollars (\$13,948.00).

1 In no event shall the total maximum compensation amount under this
2 Agreement beginning July 1, 2020, through June 30, 2025, exceed Twenty-
3 Eight Million, Nine Hundred Thirty-Two Thousand, Two Hundred Twelve and
4 No/100 Dollars (\$28,932,212.00).”

5 7. Section 10 of the Agreement located at page 15 line 27 through page 18 line 21 is
6 deleted in its entirety and replaced with the following:

7 “The Contractor shall comply with all insurance requirements in Exhibit R
8 “Insurance Requirements” to this Agreement. Exhibit R is attached and
9 incorporated by this reference.”

10 8. When both parties have signed this Amendment No. 1, the Agreement, and this
11 Amendment No. 1 together constitute the Agreement.

12 9. The Contractor represents and warrants to the County that:

- 13 a. The Contractor is duly authorized and empowered to sign and perform its obligations
14 under this Amendment.
15 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
16 to do so and his or her signature on this Amendment legally binds the Contractor to
17 the terms of this Amendment.

18 10. The parties agree that this Amendment may be executed by electronic signature as
19 provided in this section.

- 20 a. An “electronic signature” means any symbol or process intended by an individual
21 signing this Amendment to represent their signature, including but not limited to (1) a
22 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
23 electronically scanned and transmitted (for example by PDF document) version of an
24 original handwritten signature.
25 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
26 equivalent to a valid original handwritten signature of the person signing this
27 Amendment for all purposes, including but not limited to evidentiary proof in any
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administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

11. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

12. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect. This Amendment No. 1 shall be effective upon execution.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

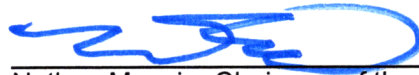
3 Central Star Behavioral Health, Inc.

County of Fresno

4
5 Olivia Aranda

6 Olivia Aranda (Nov 5, 2024 13:56 PST)

7 Olivia Aranda, Vice President and Chief
Financial Officer



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

8 1501 Hughes Way, Suite 150
9 Long Beach, CA 90810

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

10
11 By: Alexander Vicira
12 Deputy

13 For accounting use only:

14 Org No.: 56302112
15 Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Psychiatric Health Facility Services
 Central Star Behavioral Health, Inc
 Fiscal Year FY2024-25

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS				
Direct Employee Salaries				
Acct #	Administrative Position	FTE	Admin	Total
1101	Administrator	0.67	\$ 118,929	\$ 118,929
1102	HR	0.93	62,103	62,103
1103	QA	1.14	83,656	83,656
1104	Training	0.56	36,556	36,556
1105			-	-
1106			-	-
1107			-	-
1108			-	-
1109			-	-
1110			-	-
1111			-	-
1112			-	-
1113			-	-
1114			-	-
1115			-	-
Direct Personnel Admin Salaries Subtotal		3.30	\$ 301,244	\$ 301,244
Acct #	Program Position	FTE	Admin	Total
1116	Director of Nursing	1.00		\$ 137,904
1117	Clinical Director	1.00		112,200
1118	Program Coordinator	1.00		88,259
1119	Case Manager	1.00		49,839
1120	Social Worker	4.00		339,456
1121	Peer Support Mentor/Specialist/Counselor	2.00		89,108
1122	Recreation Therapist	1.00		74,681
1123	Rehabilitation Aid	3.00		143,208
1124	RN/CN	1.40		132,396
1125	YC/Safety Specialist	15.40		838,268
1126	LVN/LPT	9.00		691,540
1127	Admissions Coordinator	1.40		106,018
1128	Clerk/Discharge Coordinator	2.00		91,228
1129	Housekeeper	1.50		66,831
1130	Cook	1.20		53,465
1131				-
1132				-
1133				-
1134				-
Direct Personnel Program Salaries Subtotal		45.90		\$ 3,014,401
			Admin	Program
Direct Personnel Salaries Subtotal		49.20	\$ 301,244	\$ 3,014,401
Direct Employee Benefits				
Acct #	Description		Admin	Total
1201	Retirement		6,417.00	\$ 70,624
1202	Worker's Compensation		6,024.88	66,313
1203	Health Insurance		28,618.18	314,986
1204	Other (specify)			-

1205	Other (specify)			-
1206	Other (specify)			-
Direct Employee Benefits Subtotal:		\$ 41,060	\$ 410,863	\$ 451,923
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ 18,678	\$ 186,893	\$ 205,571
1302	FICA/MEDICARE/FUTA	\$ 4,554	\$ 46,345	50,899
1303	SUI/ETT	\$ 901	\$ 12,851	13,752
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 24,133	\$ 246,089	\$ 270,222
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 366,437	\$ 3,671,353	\$ 4,037,790

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	9%	91%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Food and Meal preparation Cost	228,123
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Support	947,400
2009	Program Supplies and Services - Medical	64,475
2010	Utility Vouchers	-
2011	Clothing/Hygiene	6,250
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 1,246,248

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 45,528
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	51,236
3004	Advertising	-
3005	Staff Development & Training	11,539
3006	Staff Mileage	5,500
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Recruitment	19,800
3010	Purchase Services	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 133,603

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 21,450
4002	Rent/Lease Building	4,491
4003	Rent/Lease Equipment	12,522
4004	Rent/Lease Vehicles	-
4005	Security	2,069
4006	Utilities	9,499
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 50,031

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	4,236
5005	Laundry & Linen	16,299
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 20,535

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001		
	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	11,000
6005	Insurance - General	63,937
6006	Payroll Services	780
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Centralized Services Fiscal - Private/Other County	234,685
6010	Centralized Services Fiscal - Fresno	225,014
6011	Centralized Service Administration	523,159
6012	Centralized Service Program	191,262
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 1,249,837

INDIRECT COST RATE	22.52%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 60,357
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	
7003	Furniture & Fixtures	1,080

7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 61,437

TOTAL PROGRAM EXPENSES \$ 6,799,481

PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)

Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Psychiatric Health Facility Inpatient	4,380	1,015.42	4,447,540
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		4,380		\$ 4,447,540
Estimated % of Clients who are Medi-Cal Beneficiaries				61%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				2,712,999
Federal Financial Participation (FFP) %				50%
				1,356,500
MEDI-CAL FFP TOTAL				\$ 1,356,500

8100 - SUBSTANCE USE DISORDER FUNDS

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

8200 - REALIGNMENT

Acct #	Line Item Description	Amount
8201	Realignment	\$ 3,096,131
REALIGNMENT TOTAL		\$ 3,096,131

8300 - MENTAL HEALTH SERVICE ACT (MHSA)

Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ -
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ -

8400 - OTHER REVENUE

Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Out-Of-County	546 1425.79 778,482
8404	Private Insurance	1100 1425.79 1,568,369

		-
	OTHER REVENUE TOTAL	\$ 2,346,851
TOTAL PROGRAM FUNDING SOURCES:		\$ 6,799,481
	NET PROGRAM COST:	\$ -

Psychiatric Health Facility Services
Central Star Behavioral Health, Inc
Fiscal Year FY2024-25

PARTIAL FTE DETAIL

For all positions with FTE's split among multiple programs/contracts the below must be filled out

Position	Contract #/Name/Department/County	FTE %
Administrator	20-238/PHF/BHS/Fresno	0.67
Administrator	23-275/CRT/BHS/Fresno	0.33
Total		1.00

Position	Contract #/Name/Department/County	FTE %
QA	PHF Bakersfield	0.34
QA	20-238/PHF/BHS/Fresno	0.47
QA	23-275/CRT/BHS/Fresno	0.19
QA		
QA	20-238/PHF/BHS/Fresno	0.67
QA	23-275/CRT/BHS/Fresno	0.33
Total		2.00

Position	Contract #/Name/Department/County	FTE %
HR	PHF Bakersfield	0.81
HR	20-238/PHF/BHS/Fresno	0.93
HR	23-275/CRT/BHS/Fresno	0.48
HR	23-278/TAY/BHS/Fresno	0.42
HR	23-282/All-Star/BHS/Fresno	0.78
HR	23-272/WRAP/BHS/Fresno	0.65
HR	CRU/BHS/Merced	0.51
HR	CBHST/BHS/Stanislaus	0.42
Total		5.00

Position	Contract #/Name/Department/County	FTE %
Training	PHF Bakersfield	0.49
Training	20-238/PHF/BHS/Fresno	0.56
Training	23-275/CRT/BHS/Fresno	0.29
Training	23-278/TAY/BHS/Fresno	0.25
Training	23-282/All-Star/BHS/Fresno	0.47
Training	23-272/WRAP/BHS/Fresno	0.38
Training	CRU/BHS/Merced	0.31
Training	CBHST/BHS/Stanislaus	0.25
Total		3.00

Position	Contract #/Name/Department/County	FTE %
Total		0.00

Position	Contract #/Name/Department/County	FTE %
Total		0.00

Position	Contract #/Name/Department/County	FTE %
Total		0.00

**Psychiatric Health Facility Services
Central Star Behavioral Health, Inc
Fiscal Year FY2024-25 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		4,037,790	
Administrative Positions			
		-	
1101	Administrator	118,929	Administrator: Manages the overall day-to-day operation of the adolescent Psychiatric Health Facility (PHF). Assures compliance with Federal, State, County and local laws and regulations. He/she oversees and assures that there is a comprehensive quality treatment program and supervision for all PHF patients and reviews and approves all policies and procedures of the agency. Manages all employee relations. The Administrator represents the CSBH agency and its programs to governmental agencies and the community. (Remainder of FTE is for overseeing the CRT.)
1102	HR	62,103	Human Resources: This team manages all human resource clerical and administrative tasks for the program staff. This position is responsible for supporting the development of a positive working environment to enhance agency success and reduce legal risk, as well as management team support and consultation, employee relations, interpretation and administration of HR policies and procedures, staff recruitment and selection, compensation, and employee benefits etc.
1103	QA	83,656	QA: This team is responsible for utilization review and assisting in medical record management by gathering and analyzing agency data and assisting in the agency's quality control, quality assurance, and quality improvement efforts.
1104	Training	36,556	Training: This team has primary responsibility for development, coordination, and supervision of training programs for Central Star PHF program. The Training Manager regularly provides training. The position develops and maintains systems to track in-service attendance. The position develops opportunities to host training for other professionals or participate with other organizations in providing such trainings.
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	

1114	0	-	
1115	0	-	
Program Positions		3,014,401	
1116	Director of Nursing	137,904	The Director of Nursing ensures that each PHF client receives the nursing care, treatment, medications, and diet, which have been ordered by the attending physician, ensuring the overall quality of licensed nursing care for the PHF Unit. S/he participates in budget development for the Nursing Department and is responsible for its implementation and management. S/he selects, hires, and supervises all staff in the Nursing Department.
1117	Clinical Director	112,200	Clinical Director: This position has primary responsibility for overseeing the provision of mental health services, case management services and support services to clients and their families. Has oversight of the Program and provides supervision to clinical staff. Works in close collaboration with Clinical Director to ensure each client receives the appropriate care and treatment consistent with the program's requirements. Responsible for the implementation and management of all regulatory requirements
1118	Program Coordinator	88,259	Program Coordinator: The Coordinator assists the Director of Nursing in directing the activities of assigned licensed and non-licensed personnel who provide health care services to clients of the Central Star Youth Psychiatric Health Facility on a 24-hour 7 day a week basis.
1119	Case Manager	49,839	Case Manager: This position has primary responsibility for organizing discharge information and facilitating the discharge of patients at the Central Star Youth PHF; a process that begins from initial assessment and unfolds throughout the course of acute inpatient treatment. The case manager participates in interdisciplinary meetings, collaboration and communication with outside partners and resources, and with preparing patients for facility release.
1120	Social Worker	339,456	Social Worker: The leader of each client's treatment team and is responsible for preparing a comprehensive treatment plan for each client. This position manages the client's journey from intake, evaluation and assessment, the provision of case management and other therapeutic services, through discharge planning and final placement. This position coordinates with other agencies such as Child Protective Services, Juvenile Probation Department, and County Department of Mental Health.
1121	Peer Support Mentor/Specialist/Counselor	89,108	Peer Support Specialist/Counselor: This team of 2, provides outreach, advocacy, training, and support for client's family members throughout all stages of the treatment, transition, and aftercare. They educate, coach, advocate, and act as role models. They collaborate with other team members and providers to ensure proper, client-centered services are provided. This position is part of a team that provides services to youth and their family. Includes \$13,904 annualized salary increases as a result of SB525. Each employee Peer support employee wages per year are \$45,360 + includes annual increase + one time 40 hour PTO payout.
1122	Recreation Therapist	74,681	Recreation therapist: The treatment team member who is responsible for providing recreational services to adolescent clients within the Rehabilitation Program. These services are provided through individualized and/or group activities to restore, establish and maintain optimum level of social, vocational, and physical, functioning which include social activities involving group participation, indoor and outdoor recreational activities, and exercises.
1123	Rehabilitation Aid	143,208	Rehabilitation Aide: The Rehabilitating Aide provides direct and indirect rehabilitation services to adolescent clients through individualized and/or group activities. Includes \$5,755 annualized salary increases as a result of SB525.

1124	RN/CN	132,396	<p>Charge & Registered Nurse: The Nurses are the treatment team members who are responsible for performing all nursing duties and related nursing activities for clients. The Charge Nurse is also responsible for the supervision of the Youth Counselor staff assigned to their respective shift. Nursing staff is impacted by increased acuity due to the need to provide safe care to persons served throughout the shift and during crisis. Nurses then provide reports to the next shift to ensure safe continuity of care. This may lead to overtime as they complete documentation, thoroughly document incidents/interventions, and required reporting. This is based on actual FTEs from FY 23/24. We determined an increase in Youth Counselors and LVN/LPT would provide a more cost-effective, though still robust, increase in safety when acuity is higher.</p>
1125	YC/Safety Specialist	838,268	<p>Youth Counselor/Safety Specialist: This position was affected by SB525 requirements. These positions are responsible for providing direct care to meet the physical and psychosocial needs of adolescents. This care is provided through direct and indirect physical and verbal interactions with clients, modeling appropriate behaviors for clients, and monitoring daily client activities. (1.0 FTE Youth Counselor serves as a designated Safety Specialist). All direct cares staff are required to have training hours, 48 for full-time and 24 for on-call. Direct care staff are not typically able to provide care and participate in training at the same time. Some training courses are also in person, such as yearly ProACT training. To ensure coverage, on-call staff provide coverage while direct care staff trains.</p> <ul style="list-style-type: none"> • There has been an increase in acuity in the youths served. Youth have required Physician ordered interventions such as 1:1 supervision, line of sight supervision, which requires additional Youth Counselors. We have also seen an increase in Conservatorship, which leads to those persons served remaining on the unit long term, due to lack of placement and programs designed to address aggressive or destructive behaviors. • Increased acuity leads to the need for additional staff to maintain the safety of the clients served which causes the use of staff not previously scheduled to support the unit. It also causes OT for staff to remain on the unit while waiting for additional staff to be arranged. Staffing is adjusted to the acuity level of the unit, however, the need for extra support at night may be unpredictable. Preemptively overstaffing the unit on a regular basis would lead to increased overspending of the Youth Counselor line item, therefore an increase in the FTEs of Youth Counselor/Safety Specialists is requested. This also increases safety without the use of a Security Guard company, which appears punitive to the person served. The use of increased YCs would allow for therapeutic interventions during crisis and could focus on the prevention of escalation to the point of crisis. • The contract is five years old. Inflation, increase in the minimum wage, and wage increases in the post-pandemic job market have outpaced the 3% annual increases
1126	LVN/LPT	691,540	<p>LVN/LPT: This position includes shift differential pay, and increased FTE to cover shifts for staff absences due to PTO and Training through use of on call staff and overtime. This position provides direct client care including medications and supervision of nursing activities performed by professional and para-professional nursing personnel on the unit. Nursing staff is impacted by increased acuity due to the need to provide safe care to youths served throughout the shift and during crisis. Staff then provide reports to the next shift to ensure safe continuity of care. This may lead to overtime as they complete documentation, thoroughly document incidents/interventions, and required reporting. All direct care staff are required to have training hours, 48 for full-time and 24 for on-call. Direct care staff are not typically able to provide care and participate in training at the same time. Some training courses are also in person, such as yearly ProACT training. To ensure coverage, on-call staff provides coverage while direct care staff trains.</p>
1127	Admissions Coordinator	106,018	<p>Admissions Coordinator: This Coordinator is responsible for interviewing all prospective admissions, conducting the initial assessment, and collecting documentation, ensuring appropriate admission at Central Star Psychiatric Health Facility. This person maintains liaison with parents and other legal guardians, county agencies, insurance companies and other payors, hospitals, and health care facilities, augments existing social services by providing discharge-planning services, provides direct services to clients, offers consultation and supervision to staff, and acts as liaison to outside agencies. Increased FTE to cover weekend days where the referral to intake numbers fall as a result of not having a dedicated person to manage the process.</p>

1128	Clerk/Discharge Coordinator	91,228	Clerk/Receptionist/Discharge Coordinator: Provides reception, clerical and administrative support. They will provide a large variety of data management and clerical tasks related to admissions and discharges for the Psychiatric Health Facility. These positions monitor the timeliness of documentation, admission/discharge tasks and other time-sensitive activities. Includes collaboration with other departments and outside agencies to process client referrals and assist in completing the admission or discharge process. Includes \$4,311 annualized salary increases because of SB525.
1129	Housekeeper	66,831	Housekeeper: This position performs a variety of tasks to ensure that the facility is in a clean, orderly, sanitary, and attractive condition. Based salary at \$44,554 x 1.50 FTE = \$66,831
1130	Cook	53,465	This cost includes the cost for 2 cooks for meal preparation from Jul'24-Jan'25 at based salary \$44,554
1131	0	-	
1132	0	-	
1133	0	-	
1134	0	-	

Direct Employee Benefits		451,923	
1201	Retirement	70,624	Retirement: based on 2.13% of salary expense. This includes ESOP, 401k employer match, and Life Insurance/AD&D.
1202	Worker's Compensation	66,313	Worker Compensation: based on 2% of salary expense
1203	Health Insurance	314,986	Health insurance: based on 9.5% of salary expense
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	

Direct Payroll Taxes & Expenses:		270,222	
1301	OASDI	205,571	OASDI Payroll Taxes: based on 2024 rates at 6.2%.
1302	FICA/MEDICARE/FUTA	50,899	FICA Payroll Taxes: based on 2024 rates 1.45% plus FUTA at .8% per the first \$7,000 of each employee wages.
1303	SUI/ETT	13,752	SUI Payroll Taxes: based on 2024 rates at 3.8% plus ETT at .1% = 3.9%, calculated on the first \$7,000 of each employee's wages. (\$7,000 x 52.68 x 3.9% = \$14,381.64, roundup)
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	

2000: DIRECT CLIENT SUPPORT		1,246,248	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Food and Meal preparation Cost	228,123	This item includes the cost of meals and food for clients. Includes \$31,500 in groceries for 7 months from July 2024 to January for Meal preparation by Central based on historical data while relocation takes place in February. Plus, Morrison meal preparation cost of \$196,623 for 5 months from February 2025 to June 2025. The \$196,623 includes, Opening Expenses of \$15,805, Annual Management \$5,947 + Annual Admin \$8,921 + Monthly billing \$33,190 X 5 Months, \$165,950. Grand total for this line item is \$228,123. See Morrisons Contract provided.
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	

2008	Medication Support	947,400	Medication Supports - Psychiatrists, Nurse Practitioner, and MD services. Psychiatrists evaluate, diagnose, and collaborate with other team members to treat our youngsters for different mental health disorders. They have the credentials to prescribe medication and are responsible for medication management and consultation when a patient needs a medical or neurological evaluation. Included is a Medical Director (Dr. Brar) who provides services for the PHF program along with supporting management in the overall coordination and quality control of psychiatrist, primary care physician, and psychiatric nurse practitioner services, including services provided via telepsychiatry. Includes contracted medical doctor (Dr. Grossman). This cost is based on actuals, rates are as follows, \$126K for Dr. Saadaabadi, \$37K Dr. Bhatia, \$62K Dr. Cheema, \$573K Dr. Brar, \$86K Dr. Grossman yearly, plus follow up appointments ranging \$2K-\$5K monthly. A census increase will increase follow up cost. It also includes Nutritionist cost of \$2,500. Total of FY23-24, plus 3% increase for follow-up appointments. Dr. Grossman was pulled from professional services to this line effective FY 23-24 and the Nutritionist costs were under Office, household and Program supplies. Moving nutritionist to this line. Total YTD costs for FY 23-24 \$897,059, add 3% totals 923,971. The remaining difference is the Nutritionist.
2009	Program Supplies and Services - Medical	64,475	Program Supplies Medical - Contracted with Omnicare Pharmacy, Medline Industries, Lab Diagnostics, X-rays, and other suppliers. This cost is based on FY23-24 actuals and Census increase expectations 1-2 (365-730 yearly) for FY24-25. FY 23-24 YTD expenses with a 3% COLA totals: \$60,274, the difference remaining is the projected average census is 12
2010	Utility Vouchers	-	
2011	Clothing/Hygiene	6,250	Includes \$4,250 for undergarment, shirts, pans for clients and \$2,000 hygiene items such as oral hygiene items, deodorant, shampoo, etc.
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		133,603	
3001	Telecommunications	45,528	Telephone: This cost includes the cost of landline, internet & phones which includes Wi-Fi for staff tablets. This is based on actuals, Central IT department forecast, and size of facility. Fiber line for Millbrook thru ATT · Coax line for Millbrook thru Comcast · Mobile phone service for emergency phone at the PHF · LTE for laptops in case of a major system outage/disaster at the facility · Managed SDWAN for WAN network connectivity · Access Point Management (Arista) · Hosted VOIP Phone system for 25 handsets and network switch. Phone reimbursement for Administrator, Director, DON, Program Coordinator, up to \$100 monthly. TPX Phone internet \$28,264, Comcast \$2,553, Verizon \$960, Comcast Fiber \$7,200, Arista Cloud \$450, and Employee Phone reimbursement \$6,100.80 (includes \$1536 for 8 staff from HR/QA/Training at 20% allocation at \$80 per month + \$964.80 for Administrator at \$120 per month at 67% for PHF + 3600 for the Coordinator, DON, and Director at \$100 per month).
3002	Printing/Postage	-	
3003	Office, Household & Program Supplies	51,236	This line item includes various program services such as confidential material shredding service, water dispenser fee, postage, and license fees. This includes city license, Join Commission, Fire department inspection. This cost also includes various household items such as cleaning and laundry supplies, and food disposable supplies such as cups and paper plates used mostly by clients. We are also removing Purchase services line items for items such shredding, mail carrier, water, cooler, and adding the costs to this line item. The yearly cost is FedEx \$300, First Choice \$855, Office Depot, \$4,231, Office supplies \$785, Shredding \$1,930, Subscriptions, Licenses \$18,713. US Foods household items such as, cleaning supplies, garbage bags, toilet paper, paper plates and cups, \$22,800.
3004	Advertising	-	
3005	Staff Development & Training	11,539	Staff Training/Registration: This cost includes on-going program required education, Education training, Staff Certifications, and training materials for staff. This is based on current trend, FY23-24 actuals \$9,331, added a COLA \$9,611, and certification forecast. Training for peer certification and we increased our Education Assistance payout amounts due to increased education and training costs and as a retention effort. Remainder (\$1,928) is for peer certification.
3006	Staff Mileage	5,500	Staff Mileage/Vehicle maintenance: Estimated staff travel reimbursement for supplies shopping, training, and meetings.
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	-	

3009	Recruitment	19,800	Recruitment: Fees for background check and random drug testing. This is based on current trend. Based on FY23-24 actuals \$18,938 , plus 4-5% because of high employee turnover.
3010	Purchase Services	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		50,031	
4001	Building Maintenance	21,450	Building Maintenance: This cost includes repairs and maintenance for PHF facility, plus allocation cost at 3433 W Shaw, which houses administrative staff working only for Central Star programs and are part of Central Star payroll. The cost of this line item is mainly for the PHF building, it was based on Fresno County forecast and last two years of actual cost. Fresno County invoices are approximately 97% of total cost, and 3% for Shaw Ave facility that houses Administrative Staff. The admin cost allocation is based on direct program wages projected , CRT 9%, PHF-Fresno 19%, PHF Bakersfield 19%, CRU 10%, CBHST 8% ALL STAR 15%, TAY 6%, WRAP 14%. Maintenance average cost for Admin location allocation is \$654 yearly, Maintenance from Fresno County received invoices averages from \$10K-540K. \$3442 is total cost for admin show location. The total \$21,450 represents the last 3 fiscal years average.
4002	Rent/Lease Building	4,491	Rent/Lease Building: Administration area at 3433 W Shaw shared by all programs allocated using a relative value. This is the shared cost of Administration staff working only for Central Star programs, Actual cost has decreased because staff recently moved to a more cost-effective location. Admin cost allocation is based on direct program wages projected , CRT 9%, PHF-Fresno 19%, PHF Bakersfield 19%, CRU 10%, CBHST 8% ALL STAR 15%, TAY 6%, WRAP 14%. Rent average cost for Admin location allocation is \$4,360 yearly. \$22,947 total admin location allocation (annual amount). Adding 3% COLA to total \$4491.
4003	Rent/Lease Equipment	12,522	Rent/Lease Equipment: Copier lease, toner, and equipment maintenance. This is based on Central IT department forecast for FY24-25 based on needs. We have two copiers that cost \$373 for the lease · We then pay for usage (printing) for these two copiers and two printers onsite · We pay .0055 black/ .055 color per print and get toner and support included. · We can predict the annual lease cost, but the usage cost is based on actuals from the previous fiscal year.
4004	Rent/Lease Vehicles	-	
4005	Security	2,069	Security: Camaras and Security services cost. Security is for the cost of service and the monthly fee for shared cost for management location, the methodology is based on Programs' direct wages percentages. This is for the cost of service and security cost. Can potentially decrease significantly if Fresno County covers the costs at the new location. The cost is FY23-24 actual cost + 3% cola.
4006	Utilities	9,499	Utilities: This covers the shared cost of utilities for the administrative staff at 3433 W. Shaw building. The cost is allocated among Central programs. The Administration staff are responsible for Central Star programs only. This methodology is based on direct Program wages percentages. Admin cost allocation is based on direct program wages projected , CRT 9%, PHF-Fresno 19%, PHF Bakersfield 19%, CRU 10%, CBHST 8% ALL STAR 15%, TAY 6%, WRAP 14%. Utilities average cost for Admin location allocation is \$649 yearly. The \$3,416 is total, 19% is \$649 and 6 months of cost for Utilities based on the last two quarterly invoices received from Fresno County. Relocation is plan for December 2024.
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		20,535	
5001	Consultant (Network & Data	-	
5002	HMIS (Health Management	-	
5003	Contractual/Consulting Services	-	
5004	Translation Services	4,236	Translation Services: Annual translation services. This is based on actuals and Census increase expectations for FY24-25. This cost also varies based on the need and lengths of stay of some clients needing this service. This cost is based on Jan-6 months average.
5005	Laundry & Linen	16,299	Laundry & Linen: Comprise of towels, sheets, blankets, laundry service based on historical cost.
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		1,249,837	
6001	0	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	11,000	External Audit: This is for external annual audit fees. Using FY 23-24 YTD expenditures and adding 3% is \$8,034. The remaining covers for the single audit requirement and alignment with contract max increase. For profit, does not require single audit however, county agreement states its required.
6005	Insurance - General	63,937	Liability Insurance: General liability, property, and professional liability. Our costs of insurance has increased significantly on our annual renewal as compared to prior years, these costs have escalated sharply statewide. Insurance costs have been increasing tremendously.
6006	Payroll Services	780	Payroll services: This is a fee for printed and electronic payroll check processing.
6007	Depreciation (Provider-Owned)	-	
6008	Personnel (Indirect Salaries &	-	
6009	Centralized Services Fiscal - Private/Other County	234,685	This item includes centralized fiscal service allowed profit from private insurance and other counties. Calculated at 10% of the total other revenue.
6010	Centralized Services Fiscal - Fresno	225,014	This item includes centralized fiscal allowed profit from Fresno County. Calculated at 4% of the total expenses minus all Centralized Services line items 6009-6012.
6011	Centralized Service Administration	523,159	Centralized services - Administrative Overhead - This is an allocation from Stars Behavioral Health Group of operations administration, business development and contract management with multiple counties, health plans, and insurance companies, information technology, human resources, communications, finance, and associated fringe benefits and expenses. The cost is developed from allocating the SBHG costs among all the programs within all the SBHG companies. This results in significant savings for all programs. Because rather than staff each program for all necessary services above, the services are performed by fewer employees and then shared among all SBHG programs. The SBHG support provides oversight of all programs to ensure consistency with our standard policies and procedures. Calculated at 9.3% of the total expenses (Contract budget: less centralized services private/other County, Fiscal, Program and Administration, line items 6009-6012). Our current actual trend is 9.3% of total expenses less centralized services costs. Total indirect costs without the added profit from Fresno and private/other county is under 15%.
6012	Centralized Service Program	191,262	Centralized Program Services: Is comprised of the SBHG corporate and regional support in the numerous areas including support from the Senior Administrator as well as services provided for Program Development and Evaluation (e.g., tracking and reporting outcomes, and implementation of practices), Quality & Compliance (e.g., internal chart audits, compliance audits, and TJC-readiness preparation), and Training (e.g., TIP and Core Practice trainings provided company-wide). There is a significant cost advantage to all the SBHG company programs in sharing these costs rather than building them into each program. SBHG support provides oversight of all programs to ensure consistency with our standard policies and procedures. Calculated at 3.4% of the total expenses (Contract budget: less centralized services private/other County, Fiscal, Program and Administration, line items 6009-6012). Our current actual trend is 3.4% of total expenses less centralized services costs.
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		61,437	
7001	Computer Equipment & Software	60,357	Planning to buy 4 TVs for the new Millbrook Location; 2 in the mileu space, 1 conference room, 1 day room · We will replace seven laptops and two desktops; equipment is more than 5 years old · We plan to add two telehealth stations at the Millbrook location with a bigger monitor, speakers, and desktop computer · We have budgeted for one spare device in case we have a device down needing repair. IT software includes the Microsoft Office Suite and Windows Operating System · The usage of SharePoint/Email systems · Servers that are in our Microsoft Cloud · Security Awareness App Knowbe4 · Security add ons like Defender for Email · All for roughly 51 staff. This also includes \$3000 for walkie talkies for staff for easy communication through the facility.
7002	Copiers, Cell Phones, Tablets, Devices	-	
7003	Furniture & Fixtures	1,080	This item includes the cost of potential need for replacement and purchase of furniture and fixtures. Added funds to help reduce BMRs in the future in case program incurs this type cost.
7004	Leasehold/Tenant/Building	-	
7005	Other Assets over \$500 with Lifespan	-	
7006	Assets over \$5,000/unit (Specify)	-	

7007	Other (specify)	-	
7008	Other (specify)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	
8001	Mental Health Services		
8002	Case Management		
8003	Crisis Services		
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment		
8008	Rehabilitation		
8009	Psychiatric Health Facility Inpatient	Units of Service of 12 beds per day is based on FY23-24 historical data and projections for FY24-25.	
8010	Other (Specify)		

TAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 6,799,481
 TAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 6,799,481
 BUDGET CHECK: -

0

Psychiatric Health Facility Services
 Central Star Behavioral Health, Inc
 Relocation FY2024-25

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Direct Personnel Admin Salaries Subtotal		0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
1116	YC/Safety Specialist	5.00		\$ 1,418	\$ 1,418
Direct Personnel Program Salaries Subtotal		5.00		\$ 1,418	\$ 1,418
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			Admin	Program	Total
			\$ -	\$ 1,418	\$ 1,418

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	0%	100%

2000: DIRECT CLIENT SUPPORT

Acct #	Line Item Description	Amount
DIRECT CLIENT CARE TOTAL		\$ -

3000: DIRECT OPERATING EXPENSES

Acct #	Line Item Description	Amount
	Office Elements	\$ 500
	Purchase Service	3,000
DIRECT OPERATING EXPENSES TOTAL:		\$ 3,500

4000: DIRECT FACILITIES & EQUIPMENT

Acct #	Line Item Description	Amount
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ -

5000: DIRECT SPECIAL EXPENSES

Acct #	Line Item Description	Amount
	Laundry and Linens	\$ 1,894
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,894

6000: INDIRECT EXPENSES

Acct #	Line Item Description	Amount
INDIRECT EXPENSES TOTAL		\$ -

INDIRECT COST RATE	0.00%
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7000: DIRECT FIXED ASSETS

Acct #	Line Item Description	Amount
	Furniture, Fixtures, and Equipment	\$ 7,136
FIXED ASSETS EXPENSES TOTAL		\$ 7,136

TOTAL START-UP EXPENSES	\$ 13,948
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NET PROGRAM COST:	\$ 13,948
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Psychiatric Health Facility Services
 Central Star Behavioral Health, Inc
 Relocation FY2024-25 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS 3,418			
Administrative Positions			
1101	D	-	
1102	D	-	
1103	D	-	
1104	D	-	
1105	D	-	
1106	D	-	
1107	D	-	
1108	D	-	
1109	D	-	
1110	D	-	
1111	D	-	
1112	D	-	
1113	D	-	
1114	D	-	
1115	D	-	
Program Positions 3,418			
1116	VC/Safety Specialist	1,418	The cost of 5 extra VC/Safety Specialists for one full 12-hour shift to support and monitor both locations during the moving process.
1117	D	-	
1118	D	-	
1119	D	-	
1120	D	-	
1121	D	-	
1122	D	-	
1123	D	-	
1124	D	-	
1125	D	-	
1126	D	-	
1127	D	-	
1128	D	-	
1129	D	-	
1130	D	-	
1131	D	-	
1132	D	-	
1133	D	-	
1134	D	-	
Direct Employee Benefits			
1201	D	-	
1202	D	-	
1203	D	-	
1204	D	-	
1205	D	-	
1206	D	-	
Direct Payroll Taxes & Expenses			
1301	D	-	
1302	D	-	
1303	D	-	
1304	D	-	
1305	D	-	
1306	D	-	
2000: DIRECT CLIENT SUPPORT			
2001	D	-	
2002	D	-	
2003	D	-	
2004	D	-	
2005	D	-	
2006	D	-	
2007	D	-	
2008	D	-	
2009	D	-	
2010	D	-	
2011	D	-	
2012	D	-	
2013	D	-	
2014	D	-	
2015	D	-	
2016	D	-	
3000: DIRECT OPERATING EXPENSES 3,500			
3001	Office Linens	500	The cost for all in non-client areas.
3002	Purchase Service	3,000	This includes the cost of moving Lease equipment such as printer, copiers, and other IT equipment.
3003	D	-	
3004	D	-	
3005	D	-	
3006	D	-	
3007	D	-	
3008	D	-	
3009	D	-	
3010	D	-	
3011	D	-	
3012	D	-	
4000: DIRECT FACILITIES & EQUIPMENT			
4001	D	-	
4002	D	-	
4003	D	-	
4004	D	-	
4005	D	-	
4006	D	-	
4007	D	-	
4008	D	-	
4009	D	-	
4010	D	-	
5000: DIRECT SPECIAL EXPENSES 1,894			
5001	Laundry and Linens	1,894	The cost of Laundry and linens services, and supplies. The cost includes having required linens onsite at both locations to meet DHCS regulation of 3 sets of each item available. CS must meet licensing regulations at the new site for the DHCS site visit. Used one month actual cost of \$1,894 plus \$500 for pickup of existing linens post-relocation.
5002	D	-	
5003	D	-	
5004	D	-	
5005	D	-	
5006	D	-	
5007	D	-	
5008	D	-	
6000: INDIRECT EXPENSES			
6001	D	-	
6002	D	-	
6003	D	-	
6004	D	-	
6005	D	-	
6006	D	-	
6007	D	-	
6008	D	-	
6009	D	-	
6010	D	-	
6011	D	-	
6012	D	-	
6013	D	-	
7000: DIRECT FIXED ASSETS 7,136			
7001	Furniture, Fixtures, and Equipment	7,136	1 Washer 1 Dryer \$1,420, 2 White boards \$966, 2 enclosed bulletin boards \$700, basketball board/hoop \$2500, Mechanical restraints \$800, TV for conference room \$750.
7002	D	-	
7003	D	-	
7004	D	-	
7005	D	-	
7006	D	-	
7007	D	-	
7008	D	-	
PROGRAM FUNDING SOURCES			
8000 - SHOREY/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE REP.	
8001	D		
8002	D		
8003	D		
8004	D		
8005	D		
8006	D		
8007	D		
8008	D		
8009	D		
8010	D		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	13,948
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	13,948
BUDGET CHECK:	-

Exhibit R

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Five Million Dollars (\$5,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **All-Risk Property Insurance.** All-Risk Property Insurance with no coinsurance penalty provision in an amount that will cover the total of County purchased and owned property in possession of Contractor(s) and/or used in the execution of this Agreement. Contractor must name the County as an Additional Loss Payee.
- (D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (E) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (F) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (G) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

Exhibit R

(H) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County

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shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this

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Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.







On File with the Clerk-Amendment No. 1 to Agreement 20-238 with Central Star

Final Audit Report

2024-11-05

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