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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between Kings View, a California non-profit corporation, (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County is in need of a qualified agency to operate a Projects for Assistance in Transition from Homelessness (PATH) program to deliver integrated mental health and supportive housing services to adults who are homeless, or who are at imminent risk of becoming homeless, and have a severe mental illness and/or co-occurring disorder, in an effort to enable this population to live in the community and to avoid homelessness, hospitalization and/or jail detention .

B. The purpose of this agreement is to reduce and end chronic homelessness, and enable persons served to live in the community, avoid homelessness, hospitalization and/or jail detention.

C. County entered into Agreement No.22-208 with Contractor on May 17, 2022, amended by Agreement No.23-206 on May 9, 2023, collectively Agreement 23-206.

D. Changes to the agreement are necessary due the Department of Health Care Services’ implementation of California Advancing and Innovating Medi-Cal (CalAIM), which includes a new billing structure that Contractors must utilize.

E. This Agreement shall replace, restate, and supersede Agreement No. 22-208 in its entirety.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
2 applicable federal, state, and local laws and regulations in the performance of its obligations
3 under this Agreement, including but not limited to workers compensation, labor, and
4 confidentiality laws and regulations.

5 Contractor shall provide services in conformance with all applicable State and Federal
6 statutes, regulations and subregulatory guidance, as from time to time amended, including but
7 not limited to:

- 8 (A) California Code of Regulations, Title 9;
- 9 (B) California Code of Regulations, Title 22;
- 10 (C) California Welfare and Institutions Code, Division 5;
- 11 (D) United States Code of Federal Regulations, Title 42, including but not limited to
12 Parts 438 and 455;
- 13 (E) United States Code of Federal Regulations, Title 45;
- 14 (F) United States Code, Title 42 (The Public Health and Welfare), as applicable;
- 15 (G) Balanced Budget Act of 1997;
- 16 (H) Health Insurance Portability and Accountability Act (HIPAA); and
- 17 (I) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory
18 guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and
19 Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of
20 County's, state or federal contracts governing services for persons served.

21 In the event any law, regulation, or guidance referred to in this section 1.3 is amended
22 during the term of this Agreement, the parties agree to comply with the amended authority as of
23 the effective date of such amendment without amending this Agreement.

24 Contractor recognizes that County operates its mental health programs under an
25 agreement with DHCS, and that under said agreement the State imposes certain requirements
26 on County and its subcontractors. Contractor shall adhere to all State requirements, including
27 those identified in Exhibit B, "Behavioral Health Requirements", attached hereto and by this
28 reference incorporated herein and made part of this Agreement.

1 1.4 **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings
2 consisting of staff from County’s DBH to discuss service requirements, data reporting, training,
3 policies and procedures, overall program operations and any problems or foreseeable problems
4 that may arise. Contractor shall also participate in other County meetings, such as but not
5 limited to quality improvement meetings, provider meetings, Behavioral Health Board meetings,
6 bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the
7 needs of the County.

8 1.5 **Organizational Provider.** Contractor shall maintain requirements as a Mental Health
9 Plan (MHP) organizational provider throughout the term of this Agreement, as described in
10 Article 17 of this Agreement. If for any reason, this status is not maintained, County may
11 terminate this Agreement pursuant to Article 7 of this Agreement.

12 1.6 **Staffing.** Contractor agrees that prior to providing services under the terms and
13 conditions of this Agreement, Contractor shall have staff hired and in place for program services
14 and operations or County may, in addition to other remedies it may have, suspend referrals or
15 terminate this Agreement, in accordance with Article 7 of this Agreement.

16 1.7 **Credentialing and Recredentialing.** Contractor and their respective staff must
17 follow the uniform process for credentialing and recredentialing of service providers established
18 by County, including disciplinary actions such as reducing, suspending, or terminating provider’s
19 privileges. Failure to comply with specified requirements can result in suspension or termination
20 of an individual or provider.

21 Upon request, the Contractor must demonstrate to the County that each of its providers
22 are qualified in accordance with current legal, professional, and technical standards, and that
23 they are appropriately licensed, registered, waived, and/or certified.

24 Contractor must not employ or subcontract with providers debarred, suspended or
25 otherwise excluded (individually, and collectively referred to as “Excluded”) from participation in
26 Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set
27 forth in 42 C.F.R. §438.610. See Article 12 below.

1 Contractor is required to verify and document at a minimum every three years that each
2 network provider that delivers covered services continues to possess valid credentials, including
3 verification of each of the credentialing requirements as per the County's uniform process for
4 credentialing and recredentialing. If any of the requirements are not up-to-date, updated
5 information should be obtained from network providers to complete the re-credentialing process.

6 1.8 **Criminal Background Check.** Contractor shall ensure that all providers and/or
7 subcontracted providers consent to a criminal background check, including fingerprinting to the
8 extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence
9 of completed consents when requested by the County, DHCS or the US Department of Health &
10 Human Services (US DHHS).

11 1.9 **Guiding Principles.** Contractor shall align programs, services, and practices with
12 the vision, mission, and guiding principles of the DBH, as further described in Exhibit C, "Fresno
13 County Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto
14 and by this reference incorporated herein and made part of this Agreement.

15 1.10 **Clinical Leadership.** Contractor shall send to County upon execution of this
16 Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their
17 clinical program. Recruitment and retaining clinical leadership with the clinical competencies to
18 oversee services based on the level of care and program design presented herein shall be
19 included in this plan. A description and monitoring of this plan shall be provided.

20 1.11 **Timely Access.** It is the expectation of the County that Contractor provide timely
21 access to services that meet the State of California standards for care. Contractor shall track
22 timeliness of services to persons served and provide a monthly report showing the monitoring or
23 tracking tool that captures this data. County and Contractor shall meet to go over this monitoring
24 tool, as needed but at least on a monthly basis. County shall take corrective action if there is a
25 failure to comply by Contractor with timely access standards. Contractor shall also provide
26 tracking tools and measurements for effectiveness, efficiency, and persons served satisfaction
27 as further detailed in Exhibit A.

1 1.12 **Electronic Health Record.** Contractor may maintain its records in County's
2 electronic health record (EHR) system in accordance with Exhibit D, "Documentation Standards
3 for Persons Served Records", as licenses become available. The person served record shall
4 begin with registration and intake, and include person served authorizations, assessments,
5 plans of care, and progress notes, as well as other documents as approved by County. County
6 shall be allowed to review records of all and any services provided. If Contractor determines to
7 maintain its records in the County's EHR, it shall provide County's DBH Director, or his or her
8 designee, with a thirty (30) day notice. If at any time Contractor chooses not to maintain its
9 records in the County's EHR, it shall provide County's DBH Director, or designee, with thirty (30)
10 days advance written notice and Contractor will be responsible for obtaining its own system, at
11 its own cost, for electronic health records management.

12 Disclaimer

13 County makes no warranty or representation that information entered into the County's
14 DBH EHR system by Contractor will be accurate, adequate, or satisfactory for Contractor's own
15 purposes or that any information in Contractor's possession or control, or transmitted or
16 received by Contractor, is or will be secure from unauthorized access, viewing, use, disclosure,
17 or breach. Contractor is solely responsible for person served information entered by Contractor
18 into the County's DBH EHR system. Contractor agrees that all Private Health Information (PHI)
19 maintained by Contractor in County's DBH EHR system will be maintained in conformance with
20 all HIPAA laws, as stated in section 18.1, "Health Insurance Portability and Accountability Act."

21 1.13 **Records.** Contractor shall maintain records in accordance with Exhibit D,
22 "Documentation Standards for Client Records", attached hereto and by this reference
23 incorporated herein and made part of this Agreement. All medical records shall be maintained
24 for a minimum of 10 years from the date of the end of this Agreement.

25 1.14 **Access to Records.** Contractor shall provide County with access to all
26 documentation of services provided under this Agreement for County's use in administering this
27 Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the
28 Controller General of the United States, and any other authorized Federal and State agencies to

1 Outcome reports and outcome requirements are subject to change at County's
2 discretion. Contractor shall provide outcomes as stated in Exhibit A and E.

3 (B) Staffing Report

4 Contractor shall submit monthly staffing reports due by the 10th of each month
5 that identify all direct service and support staff by first and last name, applicable
6 licensure/certifications, and full-time hours worked to be used as a tracking tool to
7 determine if Contractor's program is staffed according to the requirements of this
8 Agreement.

9 (C) Mental Health Services Act (MHSA) Reporting

10 Contractor shall adhere to MHSA reporting including but not limited to fiscal,
11 outcomes, and demographics as described in Exhibit A.

12 (D) Additional Reports

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

20 2.2 **Monitoring.** Contractor agrees to extend to County's staff, County's DBH and the
21 California Department of Health Care Services (DHCS), or their designees, the right to review
22 and monitor records, programs, or procedures, at any time, in regard to persons served, as well
23 as the overall operation of Contractor's programs, in order to ensure compliance with the terms
24 and conditions of this Agreement.

1 **Article 3**

2 **County's Responsibilities**

3 3.1 The County shall provide oversight and collaborate with Contractor, other County
4 Departments and community agencies to help achieve program goals and outcomes. In addition
5 to contractor monitoring of program, oversight includes, but not limited to, coordination with
6 Department of Health Care Services (DHCS) in regard to program administration and outcomes.
7 [Specify responsibilities of the County that are specific to the engagement, and not covered
8 elsewhere in County shall participate in evaluating the progress of the overall program, levels of
9 care components, and the efficiency of collaboration with the Contractor staff and will be
10 available to Contractor for ongoing consultation.

11 County shall receive and analyze statistical outcome data from Contractor throughout
12 the term of contract on a monthly basis. County shall notify the Contractor when additional
13 participation is required. The performance outcome measurement process will not be limited to
14 survey instruments but will also include, as appropriate, persons served and staff surveys, chart
15 reviews, and other methods of obtaining required information.

16 **Article 4**

17 **Compensation, Invoices, and Payments**

18 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
19 the performance of its services under this Agreement as described in Exhibit J to this
20 Agreement, titled "Specialty Mental Health Outpatient Rates for Contracted Providers."

21 4.2 **Specialty Mental Health Services Maximum Compensation.** The maximum
22 compensation payable to the Contractor under this Agreement for the period of July 1, 2023
23 through June 30, 2024 for Specialty Mental Health Services is Two Hundred Twenty-Eight
24 Thousand Two Hundred Eighty-Nine and No/100 Dollars (\$228,289.00), which is not a
25 guaranteed sum but shall be paid only for services rendered and received. The maximum
26 compensation payable to the Contractor under this Agreement for the period of July 1, 2024
27 through June 30, 2025 for Specialty Mental Health Services is Two Hundred Twenty-Eight
28

1 Thousand Two Hundred Eighty-Nine and No/100 Dollars (\$228,289.00),), which is not a
2 guaranteed sum but shall be paid only for services rendered and received.

3 4.3 **Non-Medi-Cal Supports Maximum Compensation.** The maximum compensation
4 payable to the Contractor under this Agreement for the period of July 1, 2023 through June 30,
5 2024 for Non-Medi-Cal Supports is Nine Hundred Thirty-Two Thousand Four Hundred Fifty and
6 No/100 Dollars (\$932,450.00). The maximum compensation payable to the Contractor under
7 this Agreement for the period of July 1, 2024 through June 30, 2025 for Non-Medi-Cal Supports
8 is Nine Hundred Fifty-Three Thousand Two Hundred Twenty-Eight and No/100 Dollars
9 (\$953,228.00).

10 4.4 **Total Maximum Compensation.** In no event shall the maximum contract amount for
11 all the services provided by the Contractor to County under the terms and conditions of this
12 Agreement be in excess of Two Million Five Hundred Ninety-Two Thousand Two Hundred Fifty-
13 Six and No/100 Dollars (\$2,592,256.00) during the entire term of this Agreement.

14 The Contractor acknowledges that the County is a local government entity and does so
15 with notice that the County's powers are limited by the California Constitution and by State law,
16 and with notice that the Contractor may receive compensation under this Agreement only for
17 services performed according to the terms of this Agreement and while this Agreement is in
18 effect, and subject to the maximum amount payable under this section. The Contractor further
19 acknowledges that County employees have no authority to pay the Contractor except as
20 expressly provided in this Agreement.

21 **Transition Optimization Funds.** Included in the total maximum compensation listed
22 above, if Contractor opts to apply for transition optimization funds, the maximum amount
23 payable for transition optimization for the period of July 1, 2023 through June 30, 2024 shall not
24 exceed \$250,000 split among all current agreements between the Contractor and the County for
25 Medi-Cal billable specialty mental health and substance use disorder services, as described in
26 Exhibit A of the specialty mental health agreements and Exhibit B of the Drug Medi-Cal master
27 agreements.

1 **Transition Optimization Invoices.** All final invoices shall be submitted by June 30,
2 2024. Invoices submitted thereafter, shall not be eligible for payment.

3 4.5 **Specialty Mental Health Services Claiming.** Contractor shall enter claims data into
4 the County's billing and transactional database system within the timeframes established by
5 County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common
6 Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at
7 <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time
8 amended.

9 Claims shall be complete and accurate and must include all required information
10 regarding the claimed services. Claims data entry into the County's electronic health record
11 system shall be the responsibility of Contractor. County shall monitor the volume of services,
12 billing amounts and service types entered into County's electronic health record/information
13 system. Any and all audit exceptions resulting from the provision and reporting of specialty
14 mental health services by Contractor shall be the sole responsibility of Contractor. Contractor
15 will comply with all applicable policies, procedures, directives, and guidelines regarding the use
16 of County's electronic health record/information system.

17 Contractor must provide all necessary data to allow County to bill Medi-Cal, and any
18 other third-party source, for services and meet State and Federal reporting requirements. The
19 necessary data can be provided by a variety of means, including but not limited to: 1) direct data
20 entry into County's electronic health record/information system; 2) providing an electronic file
21 compatible with County's electronic health record/information system; or 3) integration between
22 County's electronic health record/information system and Contractor's information system(s).
23 Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming
24 all possible Medi-Cal services and correcting denied services for resubmission as needed.

25 4.6 **Applicable Fees.** Contractor shall not charge any persons served or third-party
26 payers any fee for service unless directed to do so by the County's DBH Director or designee at
27 the time the individual is referred for services. When directed to charge for services, Contractor
28 shall use the uniform billing and collection guidelines prescribed by DHCS.

1 Contractor will perform eligibility and financial determinations, in accordance with DHCS'
2 Uniform Method of Determining Ability to Pay (UMDAP), for all individuals unless directed
3 otherwise by the County's DBH Director or designee.

4 Contractor shall not submit a claim to, or demand or otherwise collect reimbursement
5 from, the person served or persons acting on behalf of the person served for any specialty
6 mental health or related administrative services provided under this Contract, except to collect
7 other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9,
8 §1810.365(c).

9 The Contractor must not bill persons served, for covered services, any amount greater
10 than would be owed if the County provided the services directly as per and otherwise not bill
11 persons served as set forth in 42 C.F.R. § 438.106.

12 If a person served has dual coverage, such as other health coverage (OHC) or Federal
13 Medicare, Contractor will be responsible for billing the carrier and obtaining a payment/denial or
14 have validation of claiming with no response for ninety (90) days after the claim was mailed
15 before the service can be entered into the County's electronic health record/information system.
16 Contractor must report all third-party collections for Medicare, third-party or client-pay or private-
17 pay in each month. A copy of explanation of benefits or CMS 1500 form is required as
18 documentation. Contractor must comply with all laws and regulations governing the Federal
19 Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42
20 U.S.C. section 1395 et seq; and 2) the regulation and rules promulgated by the Federal Centers
21 for Medicare and Medicaid Services as they relate to participation, coverage and claiming
22 reimbursement. Contractor will be responsible for compliance as of the effective date of each
23 Federal, State or local law or regulation specified.

24 **4.7 Invoices.** The Contractor shall submit monthly invoices, in arrears by the fifteenth
25 (15th) day of each month, in the format directed by the County. The Contractor shall submit
26 invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-
27 invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with
28 a copy to the assigned County's DBH Staff Analyst. At the discretion of County's DBH Director

1 or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's
2 DBH Director, or designee, shall have the right to withhold payment as to only the portion of the
3 invoice that is incorrect or improper after five (5) days prior notice to Contractor. Contractor
4 agrees to continue to provide services for a period of ninety (90) days after notification of an
5 incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected
6 to County satisfaction, County's DBH Director, or designee, may elect to terminate this
7 Agreement, pursuant to the termination provisions stated in Article 7 of this Agreement.

8 **Specialty Mental Health Services Claimable Services.** For claimable services,
9 invoices shall be based on claims entered into the County's billing and transactional database
10 system for the prior month.

11 Monthly payments for claimed services shall only be based on the units of time assigned
12 to each CPT or HCPCS code entered in the County's billing and transactional database
13 multiplied by the practitioner service rates in Exhibit F.

14 County's payments to Contractor for performance of claimed services are provisional
15 and subject to adjustment until the completion of all settlement activities. County's adjustments
16 to provisional payments for claimed services shall be based on the terms, conditions, and
17 limitations of this Agreement or the reasons for recoupment set forth in Article 4 and 13.

18 **Cost Reimbursement Based Invoices.** Invoices for cost reimbursement services shall
19 be based on actual expenses incurred in the month of service. Contractor shall submit monthly
20 invoices and general ledgers to County that itemize the line item charges for monthly program
21 costs. The invoices and general ledgers will serve as tracking tools to determine if Contractor's
22 costs are in accordance with its budgeted cost. Failure to submit reports and other supporting
23 documentation shall be deemed sufficient cause for County to withhold payments until there is
24 compliance.

25 Contractor must report all revenue collected from a third-party, client-pay or private-pay
26 in each monthly invoice. In addition, Contractor shall submit monthly invoices for reimbursement
27 that equal the amount due less any revenue collected and/or unallowable cost such as lobbying
28 or political donations from the monthly invoice reimbursements.

1 Travel shall be reimbursed based on actual expenditures and reimbursement shall be at
2 Contractor's adopted rate, not to exceed the Federal Internal Revenue Services (IRS) published
3 rate.

4 4.8 **Payment.** Payments shall be made by County to Contractor in arrears, for services
5 provided during the preceding month, within forty-five (45) days after the date of receipt,
6 verification, and approval by County. All final invoices and/or any final budget modification
7 requests shall be submitted by Contractor within sixty (60) days following the final month of
8 service for which payment is claimed. No action shall be taken by County on claims submitted
9 beyond the sixty (60) day closeout period. Any compensation which is not expended by
10 Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to
11 County.

12 4.9 **Specialty Mental Health Services Payments.** Payment shall be made upon
13 certification and other proof satisfactory to County that services have actually been performed
14 by Contractor as specified in this Agreement and/or after receipt and verification of actual
15 services provided.

16 4.10 **Cost Reimbursement Payments.** Payment shall be made upon certification or other
17 proof satisfactory to County that services have actually been performed by Contractor as
18 specified in this Agreement and/or after receipt and verification of actual expenditures incurred
19 by Contractor for monthly program costs, as identified in the budget narratives and budgets
20 identified in Exhibit F, in the performance of this Agreement. County shall not be obligated to
21 make any payments under this Agreement if the request for payment is received by County
22 more than sixty (60) days after this Agreement has terminated or expired.

23 4.11 **Recoupments and Audits.** County shall recapture from Contractor the value of any
24 services or other expenditures determined to be ineligible based on the County or State
25 monitoring results. The County reserves the right to enter into a repayment agreement with
26 Contractor, with total monthly payments not to exceed twelve (12) months from the date of the
27 repayment agreement, to recover the amount of funds to be recouped. The County has the
28 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of

1 the repayment agreement. The repayment agreement may be made with the signed written
2 approval of County's DBH Director, or designee, and respective Contractor through a
3 repayment agreement. The monthly repayment amounts may be netted against the Contractor's
4 monthly billing for services rendered during the month, or the County may, in its sole discretion,
5 forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive,
6 and County may seek recoupment from any other means, including, but not limited to, a separate
7 contract or agreement with Contractor.

8 Contractor shall be held financially liable for any and all future disallowances/audit
9 exceptions due to Contractor's deficiency discovered through the State audit process and
10 County utilization review for services provided during the course of this Agreement. At County's
11 election, the disallowed amount will be remitted within forty-five (45) days to County upon
12 notification or shall be withheld from subsequent payments to Contractor. Contractor shall not
13 receive reimbursement for any units of services rendered that are disallowed or denied by the
14 Fresno County Mental Health Plan (Mental Health Plan) utilization review process or through
15 the State of California DHCS audit and review process, cost report audit settlement if applicable,
16 for Medi-Cal eligible beneficiaries.

17 **4.12 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
18 expenses that are not specified as payable by the County under this Agreement. If Contractor
19 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for
20 further compensation.

21 **4.13 Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
22 limitations, and/or conditions imposed by County or state or federal funding sources that may in
23 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
24 contingent upon sufficient funds being made available by County, state, or federal funding
25 sources for the term of the Agreement. If the federal or state governments reduce financial
26 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss
27 renegotiating the services required by this Agreement.

1 Funding is provided by fiscal year. Any unspent fiscal year appropriation does not roll
2 over and is not available for services provided in subsequent years.

3 In the event that funding for these services is delayed by the State Controller, County
4 may defer payments to Contractor. The amount of the deferred payment shall not exceed the
5 amount of funding delayed by the State Controller to the County. The period of time of the
6 deferral by County shall not exceed the period of time of the State Controller's delay of payment
7 to County plus forty-five (45) days.

8 **4.14 Additional Financial Requirements.** County has the right to monitor the
9 performance of this Agreement to ensure the accuracy of claims for reimbursement and
10 compliance with all applicable laws and regulations.

11 Contractor must comply with the False Claims Act employee training and policy
12 requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States
13 Department of Health and Human Services may specify.

14 Contractor agrees that no part of any federal funds provided under this Agreement shall
15 be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the
16 Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from
17 time to time amended.

18 Federal Financial Participation is not available for any amount furnished to an Excluded
19 individual or entity, or at the direction of a physician during the period of exclusion when the
20 person providing the service knew or had reason to know of the exclusion, or to an individual or
21 entity when the County failed to suspend payments during an investigation of a credible
22 allegation of fraud [42 U.S.C. section 1396b(i)(2)].

23 Contractor must maintain financial records for a minimum period of ten (10) years or until
24 any dispute, audit or inspection is resolved, whichever is later. Contractor will be responsible for
25 any disallowances related to inadequate documentation.

26 **4.15 Contractor Prohibited from Redirection of Contracted Funds.** Contractor may
27 not redirect or transfer funds from one funded program to another funded program under which
28

1 Contractor provides services pursuant to this Agreement except through a duly executed
2 amendment to this Agreement.

3 Contractor may not charge services delivered to an eligible person served under one
4 funded program to another funded program unless the person served is also eligible for services
5 under the second funded program.

6 **4.16 Financial Audit Report Requirements for Pass-Through Entities.** If County
7 determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined
8 in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost
9 principles and administrative requirements including claims for payment or reimbursement by
10 County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor
11 shall observe and comply with all applicable financial audit report requirements and standards.

12 Financial audit reports must contain a separate schedule that identifies all funds included
13 in the audit that are received from or passed through the County. County programs must be
14 identified by Agreement number, Agreement amount, Agreement period, and the amount
15 expended during the fiscal year by funding source.

16 Contractor will provide a financial audit report including all attachments to the report and
17 the management letter and corresponding response within six months of the end of the audit
18 year to the County’s DBH Director or designee. The County’s Director or designee is
19 responsible for providing the audit report to the County Auditor.

20 Contractor must submit any required corrective action plan to the County simultaneously
21 with the audit report or as soon thereafter as it is available. The County shall monitor
22 implementation of the corrective action plan as it pertains to services provided pursuant to this
23 Agreement.

24 **Article 5**

25 **Term of Agreement**

26 **5.1 Term.** This Agreement is effective on July 1, 2023, and terminates on June 30, 2024
27 except as provided in section 5.2, “Extension,” or Article 7, “Termination and Suspension,”
28 below.

1 (C) A notice delivered by an overnight commercial courier service is effective one (1)
2 County business day after deposit with the overnight commercial courier service,
3 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
4 the recipient.

5 6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
6 nothing in this Agreement establishes, waives, or modifies any claims presentation
7 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
8 of Title 1 of the Government Code, beginning with section 810).

9 6.5 **Notification of Changes.** Contractor shall notify County in writing of any change in
10 organizational name, Head of Service or principal business at least fifteen (15) business days in
11 advance of the change. Contractor shall notify County of a change of service location at least
12 six (6) months in advance to allow County sufficient time to comply with site certification
13 requirements. Said notice shall become part of this Agreement upon acknowledgment in writing
14 by the County, and no further amendment of the Agreement shall be necessary provided that
15 such change of address does not conflict with any other provisions of this Agreement.

16 Contractor must immediately notify County of a change in ownership, organizational
17 status, licensure, or ability of Contractor to provide the quantity or quality of the contracted
18 services in a and in no event more than 15 days of the change.

19 **Article 7**

20 **Termination and Suspension**

21 7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
22 contingent on the approval of funds by the appropriating government agency. If sufficient funds
23 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
24 Contractor, may:

25 (A) Modify the services provided by the Contractor under this Agreement; or

26 (B) Terminate this Agreement.

27 7.2 **Termination for Breach.**

1 (A) Upon determining that a breach (as defined in paragraph (C) below) has
2 occurred, the County may give written notice of the breach to the Contractor. The written
3 notice may suspend performance under this Agreement and must provide at least thirty
4 (30) days for the Contractor to cure the breach.

5 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
6 time stated in the written notice, the County may terminate this Agreement immediately.

7 (C) For purposes of this section, a breach occurs when, in the determination of the
8 County, the Contractor has:

- 9 (1) Obtained or used funds illegally or improperly;
- 10 (2) Failed to comply with any part of this Agreement;
- 11 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 12 (4) Improperly performed any of its obligations under this Agreement.

13 **7.3 Termination without Cause.** In circumstances other than those set forth above, the
14 County may terminate this Agreement by giving at least thirty (30) days advance written notice
15 to the Contractor.

16 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
17 under this Article 7 is without penalty to or further obligation of the County.

18 **7.5 County's Rights upon Termination.** Upon termination for breach under this Article
19 7, the County may demand repayment by the Contractor of any monies disbursed to the
20 Contractor under this Agreement that, in the County's sole judgment, were not expended in
21 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
22 demand. This section survives the termination of this Agreement.

23 In the event this Agreement is terminated, Contractor shall be entitled to compensation
24 for all Specialty Mental Health Services (SMHS) satisfactorily provided pursuant to the terms
25 and conditions of this Agreement through and including the effective date of termination. This
26 provision shall not limit or reduce any damages owed to the County due to a breach of this
27 Agreement by Contractor.

1 **Article 8**

2 **Informing Materials for Persons Served**

3 8.1 **Basic Information Requirements.** Contractor shall provide information in a manner
4 and format that is easily understood and readily accessible to the persons served (42 C.F.R. §
5 438.10(c)(1)). Contractor shall provide all written materials for persons served in easily
6 understood language, format, and alternative formats that take into consideration the special
7 needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform the
8 persons served that information is available in alternate formats and how to access those
9 formats in compliance with 42 C.F.R. § 438.10.

10 Contractor shall provide the required information in this section to each individual
11 receiving SMHS under this Agreement and upon request (1915(b) Medi-Cal Specialty Mental
12 Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, §
13 1810.360(e)).

14 Contractor shall utilize the County's website that provides the content required in this
15 section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth
16 in 42 C.F.R. § 438.10.

17 Contractor shall use the DHCS/County-developed beneficiary handbook and persons
18 served notices.(42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).

19 8.2 **Electronic Submission.** Persons served information required in this section may
20 only be provided electronically by the Contractor if all of the following conditions are met:

21 (A) The format is readily accessible;

22 (B) The information is placed in a location on the Contractor's website that is
23 prominent and readily accessible;

24 (C) The information is provided in an electronic form which can be electronically
25 retained and printed;

26 (D) The information is consistent with the content and language requirements of this
27 Agreement;

1 (E) The individual is informed that the information is available in paper form without
2 charge upon request and the Contractor shall provide it upon request within five (5)
3 business days (42 C.F.R. § 438.10(c)(6)).

4 **8.3 Language and Format.** Contractor shall provide all written materials for persons
5 served or potential persons served in a font size no smaller than twelve (12) point (42 C.F.R.
6 438.10(d)(6)(ii)).

7 Contractor shall ensure its written materials that are critical to obtaining services are
8 available in alternative formats, upon request of the person served or potential person served at
9 no cost.

10 Contractor shall make its written materials that are critical to obtaining services,
11 including, at a minimum, provider directories, beneficiary handbook, appeal and grievance
12 notices, denial and termination notices, and the Contractor's mental health education materials,
13 available in the prevalent non-English languages in the County (42 C.F.R. § 438.10(d)(3)).

14 (A) Contractor shall notify persons served, prospective persons served, and
15 members of the public that written translation is available in prevalent languages free of
16 cost and how to access those materials (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst.
17 Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4)).

18 Contractor shall make auxiliary aids and services available upon request and free of
19 charge to each person served (42 C.F.R. § 438.10(d)(3)-(4)).

20 Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter
21 Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free
22 of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

23 Taglines for written materials critical to obtaining services must be printed in a conspicuously
24 visible font size, no smaller than twelve (12) point font.

25 **8.4 Beneficiary Informing Materials.** Each person served must receive and have
26 access to the beneficiary informing materials upon request by the individual and when first
27 receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

28 (A) Guide to Medi-Cal Mental Health Services

- 1 (B) County Beneficiary Handbook (BHIN 22-060)
- 2 (C) Provider Directory
- 3 (D) Advance Health Care Directive Form (required for adults only)
- 4 (E) Notice of Language Assistance Services available upon request at no cost
- 5 (F) Language Taglines
- 6 (G) Grievance/Appeal Process and Form
- 7 (H) Notice of Privacy Practices
- 8 (I) Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving
- 9 individuals under the age of 21)

10 **8.5 Beneficiary Handbook.** Contractor shall provide each persons served with a
11 beneficiary handbook at the time the individual first accesses services and thereafter upon
12 request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14)
13 business days after receiving notice of enrollment.

14 Contractor shall give each individual notice of any significant change to the information
15 contained in the beneficiary handbook at least thirty (30) days before the intended effective date
16 of change as per BHIN 22-060.

17 **8.6 Accessibility.** Required informing materials must be electronically available on
18 Contractor’s website and must be physically available at the Contractor’s facility lobby for
19 individuals’ access.

20 Informing materials must be made available upon request, at no cost, in alternate
21 formats (i.e., Braille or audio) and auxiliary aids (i.e., California Relay Service (CRS) 711 and
22 American Sign Language) and must be provided to persons served within five (5) business
23 days. Large print materials shall be in a minimum of eighteen (18) point font size.

24 Informing materials will be considered provided to the individual if Contractor does one
25 or more of the following:

- 26 (A) Mails a printed copy of the information to the persons served’s mailing address
- 27 before the individual receives their first specialty mental health service;
- 28

1 (B) Mails a printed copy of the information upon the individual's request to their
2 mailing address;

3 (C) Provides the information by email after obtaining the persons served's agreement
4 to receive the information by email;

5 (D) Posts the information on the Contractor's website and advises the person served
6 in paper or electronic form that the information is available on the internet and includes
7 applicable internet addresses, provided that individuals with disabilities who cannot
8 access this information online are provided auxiliary aids and services upon request and
9 at no cost; or,

10 (E) Provides the information by any other method that can reasonably be expected
11 to result in the person served receiving that information. If Contractor provides informing
12 materials in person, when the individual first receives specialty mental health services,
13 the date and method of delivery shall be documented in the persons served's file.

14 **8.7 Provider Directory.** Contractor must follow the County's provider directory policy, in
15 compliance with MHSUDS IN 18-020.

16 Contractor must make available to persons served, in paper form upon request and
17 electronic form, specified information about the County provider network as per 42 C.F.R. §
18 438.10(h). The most current provider directory is electronically available on the County website
19 and is updated by the County no later than thirty (30) calendar days after information is received
20 to update provider information. A paper provider directory must be updated at least monthly as
21 set forth in 42 C.F.R. § 438.10(h)(3)(i).

22 Any changes to information published in the provider directory must be reported to the
23 County within two (2) weeks of the change.

24 Contractor will only need to report changes/updates to the provider directory for
25 licensed, waived, or registered mental health providers.

1 **Article 9**

2 **Independent Contractor**

3 9.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractor's performance under this Agreement, but the County may
9 verify that the Contractor is performing according to the terms of this Agreement.

10 9.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
11 right to employment rights or benefits available to County employees. The Contractor is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Contractor shall save the County harmless from all matters relating to the payment of
14 Contractor's employees, including compliance with Social Security withholding and all related
15 regulations.

16 9.4 **Services to Others.** The parties acknowledge that, during the term of this
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 9.5 **Operating Costs.** Contractor shall provide all personnel, supplies, and operating
19 expenses of any kind required for the performance of this Agreement.

20 9.6 **Additional Responsibilities.** The parties acknowledge that, during the term of this
21 Agreement, the Contractor will be performing hiring, training, and credentialing of staff, and
22 County will be performing additional staff credentialing to ensure compliance with State and
23 Federal regulations.

24 9.7 **Subcontracts.** Contractor shall obtain written approval from County's Department of
25 Behavioral Health Director, or designee before subcontracting any of the services delivered
26 under this Agreement. County's Department of Behavioral Health Director, or designee retains
27 the right to approve or reject any request for subcontracting services. Any transferee, assignee,
28 or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable

1 State and Federal regulations. Contractor shall be held primarily responsible by County for the
2 performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to
3 in writing by County's Department of Behavioral Health Director, or designee. The use of
4 subcontractors by Contractor shall not entitle Contractor to any additional compensation that is
5 provided for under this Agreement.

6 Contractor shall remain legally responsible for the performance of all terms and
7 conditions of this Agreement, including, without limitation, all SMHS provided by third parties
8 under subcontracts, whether approved by the County or not.

9
10 **Article 10**

11 **Indemnity and Defense**

12 10.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
13 County (including its officers, agents, employees, and volunteers) against all claims, demands,
14 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
15 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
16 the performance or failure to perform by the Contractor (or any of its officers, agents,
17 subcontractors, or employees) under this Agreement. The County may conduct or participate in
18 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
19 defend the County.

20 10.2 **Survival.** This Article 10 survives the termination of this Agreement.

21 **Article 11**

22 **Insurance**

23 11.1 The Contractor shall comply with all the insurance requirements in Exhibit G to this
24 Agreement.

25 **Article 12**

26 **Assurances**

27 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**
28 **Health Care Program.**

1 (A) In entering into this Agreement, Contractor certifies that it is not excluded from
2 participation in Federal Health Care Programs under either Section 1128 or 1128A of the
3 Social Security Act. Failure to so certify will render all provisions of this Agreement null
4 and void and may result in the immediate termination of this Agreement.

5 (B) In entering into this Agreement, Contractor certifies, that the Contractor does not
6 employ or subcontract with providers or have other relationships with providers excluded
7 from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or
8 procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial
9 and monthly exclusion and suspension searches of the following databases and provide
10 evidence of these completed searches when requested by County, DHCS or the US
11 Department of Health and Human Services (DHHS):

12 (1) www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded
13 Individuals/Entities (LEIE) Federal Exclusions

14 (2) www.sam.gov/content/exclusions - General Service Administration (GSA)
15 Exclusions Extract www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List

16 (3) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration
17 System (NPPES)

18 (4) any other database required by DHCS or US DHHS.

19 (C) In entering into this Agreement, Contractor certifies, that Contractor does not
20 employ staff or individual contractors/vendors that are on the Social Security
21 Administration's Death Master File. Contractor shall check the database prior to
22 employing staff or individual contractors/vendors and provide evidence of these
23 completed searches when requested by the County, DHCS or the US DHHS.

24 (D) Contractor is required to notify County immediately if Contractor becomes aware
25 of any information that may indicate their (including employees/staff and individual
26 contractors/vendors) potential placement on an exclusions list.

27 (E) Contractor shall screen and periodically revalidate all network providers in
28 accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

1 (F) Contractor must confirm the identity and determine the exclusion status of all its
2 providers, as well as any person with an ownership or control interest, or who is an
3 agent or managing employee of the contracted agency through routine checks of federal
4 and state databases. This includes the Social Security Administration's Death Master
5 File, NPPEs, the Office of Inspector General's LEIE, the Medi-Cal Suspended and
6 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §
7 455.436.

8 (G) If Contractor finds a provider that is excluded, it must promptly notify the County
9 as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any
10 Excluded provider with Medi-Cal funds, must treat any payments made to an excluded
11 provider as an overpayment, and any such inappropriate payments may be subject to
12 recovery.

13 **Article 13**

14 **Inspections, Audits, and Public Records**

15 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and
16 the County may examine at any time during business hours and as often as the County deems
17 necessary, all of the Contractor's records and data with respect to the matters covered by this
18 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
19 request by the County, permit the County to audit and inspect all of such records and data to
20 ensure the Contractor's compliance with the terms of this Agreement.

21 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this
22 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
23 California State Auditor, as provided in Government Code section 8546.7, for a period of three
24 years after final payment under this Agreement. This section survives the termination of this
25 Agreement.

26 13.3 **Internal Auditing.** Contractors of sufficient size as determined by County shall
27 institute and conduct a Quality Assurance Process for all services provided hereunder. Said
28

1 process shall include at a minimum a system for verifying that all services provided and claimed
2 for reimbursement shall meet SMHS definitions and be documented accurately.

3 In addition, Contractors with medication prescribing authority shall adhere to County's
4 medication monitoring review practices. Contractor shall provide County with notification and a
5 summary of any internal audit exceptions and the specific corrective actions taken to sufficiently
6 reduce the errors that are discovered through Contractor's internal audit process. Contractor
7 shall provide this notification and summary to County as requested by the County.

8 **13.4 Confidentiality in Audit Process.** Contractor and County mutually agree to
9 maintain the confidentiality of Contractor's records and information of persons served, in
10 compliance with all applicable State and Federal statutes and regulations, including but not
11 limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall
12 inform all of its officers, employees, and agents of the confidentiality provisions of all applicable
13 statutes.

14 Contractor's fiscal records shall contain sufficient data to enable auditors to perform a
15 complete audit and shall be maintained in conformance with standard procedures and
16 accounting principles.

17 Contractor's records shall be maintained as required by DBH and DHCS on forms
18 furnished by DHCS or the County. All statistical data or information requested by the County's
19 DBH Director or designee shall be provided by the Contractor in a complete and timely manner.

20 **13.5 Reasons for Recoupment.** County will conduct periodic audits of Contractor files to
21 ensure appropriate clinical documentation, high quality service provision and compliance with
22 applicable federal, state and county regulations.

23 Such audits may result in requirements for Contractor to reimburse County for services
24 previously paid in the following circumstances:

25 (A) Identification of Fraud, Waste or Abuse as defined in federal regulation

26 (1) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code,
27 section 14107.11, subdivision (d).
28

1 (2) Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare
2 Managed Care Manual available at [https://www.cms.gov/Regulations-and-](https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals)
3 [Guidance/Guidance/Manuals](https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals)

4 (B) Overpayment of Contractor by County due to errors in claiming or
5 documentation.

6 (C) Other reasons specified in the SMHS Reasons for Recoupment document
7 released annually by DHCS and posted on the DHCS BHIN website.

8 Contractor shall reimburse County for all overpayments identified by Contractor, County,
9 and/or state or federal oversight agencies as an audit exception within the timeframes required
10 by law or Country or state or federal agency. Funds owed to County will be due within forty-five
11 (45) days of notification by County, or County shall withhold future payments until all excess
12 funds have been recouped by means of an offset against any payments then or thereafter owing
13 to County under this or any other Agreement between the County and Contractor.

14 **13.6 Cooperation with Audits.** Contractor shall cooperate with County in any review
15 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This
16 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

17 In addition, Contractor shall comply with all requests for any documentation or files
18 including, but not limited to, files for persons served and personnel files.

19 Contractor shall notify the County of any scheduled or unscheduled external evaluation
20 or site visits when it becomes aware of such visit. County shall reserve the right to attend any or
21 all parts of external review processes.

22 Contractor shall allow inspection, evaluation and audit of its records, documents and
23 facilities for ten (10) years from the term end date of this Agreement or in the event Contractor
24 has been notified that an audit or investigation of this Agreement has been commenced, until
25 such time as the matter under audit or investigation has been resolved, including the exhaustion
26 of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230I(3)(i-iii).

27 **13.7 Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand and
28 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, Contractor

1 agrees to conduct an annual audit in accordance with the requirements of the Single Audit
2 Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. Contractor shall
3 submit said audit and management letter to County. The audit must include a statement of
4 findings or a statement that there were no findings. If there were negative findings, Contractor
5 must include a corrective action plan signed by an authorized individual. Contractor agrees to
6 take action to correct any material non-compliance or weakness found as a result of such audit.
7 Such audit shall be delivered to County's DBH Finance Division for review within nine (9)
8 months of the end of any fiscal year in which funds were expended and/or received for the
9 program. Failure to perform the requisite audit functions as required by this Agreement may
10 result in County performing the necessary audit tasks, or at County's option, contracting with a
11 public accountant to perform said audit, or may result in the inability of County to enter into
12 future agreements with Contractor. All audit costs related to this Agreement are the sole
13 responsibility of Contractor.

14 A single audit report is not applicable if Contractor's Federal contracts do not exceed the
15 Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or Contractor's
16 only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a program audit
17 must be performed and a program audit report with management letter shall be submitted by
18 Contractor to County as a minimum requirement to attest to Contractor solvency. Said audit
19 report shall be delivered to County's DBH Finance Division for review no later than nine (9)
20 months after the close of the fiscal year in which the funds supplied through this Agreement are
21 expended. Failure to comply with this Act may result in County performing the necessary audit
22 tasks or contracting with a qualified accountant to perform said audit. All audit costs related to
23 this Agreement are the sole responsibility of Contractor who agrees to take corrective action to
24 eliminate any material noncompliance or weakness found as a result of such audit. Audit work
25 performed by County under this paragraph shall be billed to Contractor at County cost, as
26 determined by County's Auditor-Controller/Treasurer-Tax Collector.

27 Contractor shall make available all records and accounts for inspection by County, the
28 State of California, if applicable, the Controller General of the United States, the Federal Grantor

1 Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
2 least three (3) years following final payment under this Agreement or the closure of all other
3 pending matters, whichever is later.

4 13.8 **Public Records.** The County is not limited in any manner with respect to its public
5 disclosure of this Agreement or any record or data that the Contractor may provide to the
6 County. The County's public disclosure of this Agreement or any record or data that the
7 Contractor may provide to the County may include but is not limited to the following:

8 (A) The County may voluntarily, or upon request by any member of the public or
9 governmental agency, disclose this Agreement to the public or such governmental
10 agency.

11 (B) The County may voluntarily, or upon request by any member of the public or
12 governmental agency, disclose to the public or such governmental agency any record or
13 data that the Contractor may provide to the County, unless such disclosure is prohibited
14 by court order.

15 (C) This Agreement, and any record or data that the Contractor may provide to the
16 County, is subject to public disclosure under the Ralph M. Brown Act (California
17 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

18 (D) This Agreement, and any record or data that the Contractor may provide to the
19 County, is subject to public disclosure as a public record under the California Public
20 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
21 with section 6250) ("CPRA").

22 (E) This Agreement, and any record or data that the Contractor may provide to the
23 County, is subject to public disclosure as information concerning the conduct of the
24 people's business of the State of California under California Constitution, Article 1,
25 section 3, subdivision (b).

26 (F) Any marking of confidentiality or restricted access upon or otherwise made with
27 respect to any record or data that the Contractor may provide to the County shall be
28

1 disregarded and have no effect on the County's right or duty to disclose to the public or
2 governmental agency any such record or data.

3 **13.9 Public Records Act Requests.** If the County receives a written or oral request
4 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
5 and which the County has a right, under any provision of this Agreement or applicable law, to
6 possess or control, then the County may demand, in writing, that the Contractor deliver to the
7 County, for purposes of public disclosure, the requested records that may be in the possession
8 or control of the Contractor. Within five business days after the County's demand, the
9 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
10 possession or control, together with a written statement that the Contractor, after conducting a
11 diligent search, has produced all requested records that are in the Contractor's possession or
12 control, or (b) provide to the County a written statement that the Contractor, after conducting a
13 diligent search, does not possess or control any of the requested records. The Contractor shall
14 cooperate with the County with respect to any County demand for such records. If the
15 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
16 CPRA or other applicable law, it must deliver the record or data to the County and assert the
17 exemption by citation to specific legal authority within the written statement that it provides to
18 the County under this section. The Contractor's assertion of any exemption from disclosure is
19 not binding on the County, but the County will give at least 10 days' advance written notice to
20 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
21 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
22 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
23 failure to produce any such records, or failure to cooperate with the County with respect to any
24 County demand for any such records.

25 **Article 14**

26 **Right to Monitor**

27 **14.1 Right to Monitor.** County or any subdivision or appointee thereof, and the State of
28 California or any subdivision or appointee thereof, including the Auditor General, shall have

1 absolute right to review and audit all records, books, papers, documents, corporate minutes,
2 financial records, staff information, records of persons served, other pertinent items as
3 requested, and shall have absolute right to monitor the performance of Contractor in the delivery
4 of services provided under this Agreement. Full cooperation shall be given by the Contractor in
5 any auditing or monitoring conducted, according to this agreement.

6 14.2 **Accessibility.** Contractor shall make all of its premises, physical facilities,
7 equipment, books, records, documents, agreements, computers, or other electronic systems
8 pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished
9 under the terms of this Agreement, or determinations of amounts payable available at any time
10 for inspection, examination, or copying by County, the State of California or any subdivision or
11 appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of
12 Inspector General, the United States Controller General or their designees, and other
13 authorized federal and state agencies. This audit right will exist for at least ten years from the
14 final date of the Agreement period or in the event the Contractor has been notified that an audit
15 or investigation of this Agreement has commenced, until such time as the matter under audit or
16 investigation has been resolved, including the exhaustion of all legal remedies, whichever is
17 later (42 CFR §438.230(c)(3)(I)-(ii)).

18 The County, DHCS, CMS, or the HHS Office of Inspector General may inspect,
19 evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or
20 similar risk. The Department's inspection shall occur at the Contractor's place of business,
21 premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).

22 14.3 **Cooperation.** Contractor shall cooperate with County in the implementation,
23 monitoring and evaluation of this Agreement and comply with any and all reporting requirements
24 established by County. Should County identify an issue or receive notification of a complaint or
25 potential/actual/suspected violation of requirements, County may audit, monitor, and/or request
26 information from Contractor to ensure compliance with laws, regulations, and requirements, as
27 applicable.

1 14.4 **Probationary Status.** County reserves the right to place Contractor on probationary
2 status, as referenced in the Probationary Status Article, should Contractor fail to meet
3 performance requirements; including, but not limited to violations such as high disallowance
4 rates, failure to report incidents and changes as contractually required, failure to correct issues,
5 inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes
6 expectations, and violations issued directly from the State. Additionally, Contractor may be
7 subject to Probationary Status or termination if agreement monitoring and auditing corrective
8 actions are not resolved within specified timeframes.

9 14.5 **Record Retention.** Contractor shall retain all records and documents originated or
10 prepared pursuant to Contractor's performance under this Agreement, including grievance and
11 appeal records, and the data, information and documentation specified in 42 C.F.R. parts
12 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term
13 end date of this Agreement or until such time as the matter under audit or investigation has
14 been resolved. Records and documents include but are not limited to all physical and electronic
15 records and documents originated or prepared pursuant to Contractor's or subcontractor's
16 performance under this Agreement including working papers, reports, financial records and
17 documents of account, records of persons served, prescription files, subcontracts, and any
18 other documentation pertaining to covered services and other related services for persons
19 served.

20 14.6 **Record Maintenance.** Contractor shall maintain all records and management books
21 pertaining to service delivery and demonstrate accountability for agreement performance and
22 maintain all fiscal, statistical, and management books and records pertaining to the program.
23 Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and
24 other primary source documents. Fiscal records shall be kept in accordance with Generally
25 Accepted Accounting Principles and must account for all funds, tangible assets, revenue and
26 expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR),
27 Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles,
28 and Audit Requirements for Federal Awards.

1 All records shall be complete and current and comply with all Agreement requirements.
2 Failure to maintain acceptable records per the preceding requirements shall be considered
3 grounds for withholding of payments for billings submitted and for termination of Agreement.

4 Contractor shall maintain records of persons served and community service in
5 compliance with all regulations set forth by local, state, and federal requirements, laws, and
6 regulations, and provide access to clinical records by County staff.

7 Contractor shall comply with the Article 18 and Article 1 regarding relinquishing or
8 maintaining medical records.

9 Contractor shall agree to maintain and retain all appropriate service and financial
10 records for a period of at least ten (10) years from the date of final payment, the final date of the
11 contract period, final settlement, or until audit findings are resolved, whichever is later.

12 **14.7 Financial Reports.** Contractor shall submit audited financial reports on an annual
13 basis to the County. The audit shall be conducted in accordance with Generally Accepted
14 Accounting Principles and generally accepted auditing standards.

15 **14.8 Agreement Termination.** In the event the Agreement is terminated, ends its
16 designated term or Contractor ceases operation of its business, Contractor shall deliver or make
17 available to County all financial records that may have been accumulated by Contractor or
18 subcontractor under this Agreement, whether completed, partially completed or in progress
19 within seven (7) calendar days of said termination/end date.

20 **14.9 Facilities and Assistance.** Contractor shall provide all reasonable facilities and
21 assistance for the safety and convenience of the County's representatives in the performance of
22 their duties. All inspections and evaluations shall be performed in such a manner that will not
23 unduly delay the work of Contractor.

24 **14.10 County Discretion to Revoke.** County has the discretion to revoke full or partial
25 provisions of the Agreement, delegated activities or obligations, or application of other remedies
26 permitted by state or federal law when the County or DHCS determines Contractor has not
27 performed satisfactorily.

1 16.1 **Applicability.** Article 16 shall only apply to the program components and services
2 provided under operational costs.

3 16.2 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and
4 intangible property obtained or controlled under County for use in operational capacity and will
5 benefit County for a period more than one (1) year.

6 16.3 **Agreement Assets.** Assets shall be tracked on an agreement by agreement basis.
7 All of these assets shall fall into the “Equipment” category unless funding source allows for
8 additional types of assets. At a minimum, the following types of items are considered to be
9 assets:

10 (A) Computers (desktops and laptops)*

11 (B) Copiers, cell phones, tablets, and other devices with any HIPAA data

12 (C) Modular furniture

13 (D) Any items over \$5,000 or more with a lifespan of at least two (2) years:

14 (1) Televisions

15 (2) Washers/Dryers

16 (3) Printers

17 (4) Digital Cameras

18 (5) Other equipment/furniture

19 (6) Items in total when purchased or used as a group fall into one or more of the
20 above categories

21 (E) Items of sensitive nature shall be purchased and allocated to a single agreement.

22 All items containing HIPAA data are considered sensitive.

23 Contractor shall ensure proper tracking for contact assets that include the following
24 asset attributes at a minimum:

25 (A) Description of the asset;

26 (B) The unique identifier of the asset if applicable, i.e., serial number;

27 (C) The acquisition date;

28 (D) The quantity of the asset;

- 1 (E) The location of the asset or to whom the asset is assigned;
- 2 (F) The cost of the asset at the time of acquisition;
- 3 (G) The source of grant funding if applicable;
- 4 (H) The disposition date, and
- 5 (I) The method of disposition (surplus, transferred, destroyed, lost)

6 All Contract assets shall be returned to the Department at the end of the agreement
7 period.

8 **16.4 Retention and Maintenance.** Assets shall be retained by County, as County
9 property, in the event this Agreement is terminated or upon expiration of this Agreement.
10 Contractor agrees to participate in an annual inventory of all County fixed and inventoried
11 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present
12 when fixed and inventoried assets are returned to County possession. Contractor is responsible
13 for returning to County all County owned undepreciated fixed and inventoried assets, or the
14 monetary value of said assets if unable to produce the assets at the expiration or termination of
15 this Agreement. Contractor further agrees to the following:

16 Maintain all items of equipment in good working order and condition, normal wear and
17 tear excepted;

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

22 Report in writing to County immediately after discovery, the loss or theft of any items of
23 equipment. For stolen items, the local law enforcement agency must be contacted, and a copy
24 of the police report submitted to County.

25 **16.5 Equipment Purchase.** The purchase of any equipment by Contractor with funds
26 provided hereunder shall require the prior written approval of County's DBH Director or
27 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly
28 related to Contractor's services or activity under the terms of this Agreement. County may

1 complete documentation and billing or billing/reimbursement training. All new employees,
2 agents, and subcontractors shall attend the appropriate training within thirty (30) days of hire.
3 Each individual who is required to attend training shall certify in writing that he or she has
4 received the required training. The certification shall specify the type of training received and
5 the date received. The certification shall be provided to County's DBH Compliance Officer at
6 1925 E. Dakota Ave, Fresno, California 93726. Contractor agrees to reimburse County for the
7 entire cost of any penalty imposed upon County by the Federal Government as a result of
8 Contractor's violation of the terms of this Agreement.

9 **17.2 Compliance with State Medi-Cal Requirements.** Contractor shall be required to
10 maintain Mental Health Plan organizational provider certification by Fresno County. Contractor
11 must meet Medi-Cal organization provider standards as listed in Exhibit L, "Medi-Cal
12 Organizational Provider Standards", attached hereto and by this reference incorporated herein
13 and made part of this Agreement. It is acknowledged that all references to Organizational
14 Provider and/or Provider in Exhibit L shall refer to Contractor.

15 **17.3 Medi-Cal Certification and Mental Health Plan Compliance.** Contractor will
16 establish and maintain Medi-Cal certification or become certified within ninety (90) days of the
17 effective date of this Agreement through County to provide reimbursable services to Medi-Cal
18 eligible persons served. In addition, Contractor shall work with the County's DBH to execute
19 the process if not currently certified by County for credentialing of staff. During this process, the
20 Contractor will obtain a legal entity number established by the DHCS, a requirement for
21 maintaining Mental Health Plan organizational provider status throughout the term of this
22 Agreement. Contractor will be required to become Medi-Cal certified prior to providing services
23 to Medi-Cal eligible persons served and seeking reimbursement from the County. Contractor
24 will not be reimbursed by County for any services rendered prior to certification.

25 Contractor shall provide direct specialty mental health services in accordance with the
26 Mental Health Plan. Contractor must comply with the "Fresno County Mental Health Plan
27 Compliance Program and Code of Conduct" set forth in Exhibit K, attached hereto and
28 incorporated herein by reference and made part of this Agreement.

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

10 **17.4 Network Adequacy.** The Contractor shall ensure that all services covered under this
11 Agreement are available and accessible to persons served in a timely manner and in
12 accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206
13 (a), (c)).

14 Contractor shall submit, when requested by County and in a manner and format
15 determined by the County, network adequacy certification information to the County, utilizing a
16 provided template or other designated format.

17 Contractor shall submit updated network adequacy information to the County any time
18 there has been a significant change that would affect the adequacy and capacity of services.

19 To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42
20 C.F.R. §438.3 (l), the Contractor shall provide a person served the ability to choose the person
21 providing services to them.

22 **17.5 Compliance Program, Including Fraud Prevention and Overpayments.**
23 Contractor shall have in place a compliance program designed to detect and prevent fraud,
24 waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

25 (A) Written policies, procedures, and standards of conduct that articulate the
26 organization's commitment to comply with all applicable requirements and standards
27 under the Agreement, and all applicable federal and state requirements.

1 (B) A Compliance Office (CO) who is responsible for developing and implementing
2 policies, procedures, and practices designed to ensure compliance with the
3 requirements of this Agreement and who reports directly to the CEO and the Board of
4 Directors.

5 (C) A Regulatory Compliance Committee on the Board of Directors and at the senior
6 management level charged with overseeing the organization's compliance program and
7 its compliance with the requirements under the Agreement.

8 (D) A system for training and education for the Compliance Officer, the organization's
9 senior management, and the organization's employees for the federal and state
10 standards and requirements under the Agreement.

11 (E) Effective lines of communication between the Compliance Officer and the
12 organization's employees.

13 (F) Enforcement of standards through well-publicized disciplinary guidelines.

14 (G) The establishment and implementation of procedures and a system with
15 dedicated staff for routine internal monitoring and auditing of compliance risks, prompt
16 response to compliance issues as they are raised, investigation of potential compliance
17 problems as identified in the course of self-evaluation and audits, corrections of such
18 problems promptly and thoroughly to reduce the potential for recurrence and ongoing
19 compliance with the requirements under the Agreement.

20 (H) The requirement for prompt reporting and repayment of any overpayments
21 identified.

22 17.6 **Reporting.** Contractor must have administrative and management arrangements or
23 procedures designed to detect and prevent fraud, waste and abuse of federal or state health
24 care funding. Contractor must report fraud and abuse information to the County including but
25 not limited to:

26 (A) Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),

27 (B) All overpayments identified or recovered, specifying the overpayment due to
28 potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),

1 (C) Information about changes in a persons served’s circumstances that may affect
2 the person served’s eligibility including changes in the their residence or the death of the
3 person served as per 42 C.F.R. § 438.608(a)(3).

4 (D) Information about a change in the Contractor’s circumstances that may affect the
5 network provider’s eligibility to participate in the managed care program, including the
6 termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).

7 Contractor shall implement written policies that provide detailed information about the
8 False Claims Act (“Act”) and other federal and state laws described in section 1902(a)(68) of the
9 Act, including information about rights of employees to be protected as whistleblowers.

10 Contractor shall make prompt referral of any potential fraud, waste or abuse to County or
11 potential fraud directly to the State Medicaid Fraud Control Unit.

12 17.7 **Overpayments.** County may suspend payments to Contractor if DHCS or County
13 determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42
14 C.F.R. §438.608 (a)(8)).

15 Contractor shall report to County all identified overpayments and reason for the
16 overpayment, including overpayments due to potential fraud. Contractor shall return any
17 overpayments to the County within 60 calendar days after the date on which the overpayment
18 was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

19 **Article 18**

20 **Federal and State Laws**

21 18.1 **Health Insurance Portability and Accountability Act.** County and Contractor each
22 consider and represent themselves as covered entities as defined by the U.S. Health Insurance
23 Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and
24 disclose Protected Health Information (PHI) as required by law.

25 County and Contractor acknowledge that the exchange of PHI between them is only for
26 treatment, payment, and health care operations.

27 County and Contractor intend to protect the privacy and provide for the security of PHI
28 pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for

1 Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated
2 thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and
3 other applicable laws.

4 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
5 Contractor to enter into a agreement containing specific requirements prior to the disclosure of
6 PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e)
7 of the Code of Federal Regulations.

8 **18.2 Physical Accessibility.** In accordance with the accessibility requirements of section
9 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must
10 provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal
11 beneficiaries with physical or mental disabilities.

12 **Article 19**

13 **Data Security**

14 **19.1 Data Security Requirements.** Contractor shall comply with data security
15 requirements in Exhibit M to this Agreement.

17 **Article 20**

18 **Publicity Prohibition**

19 **20.1 Self-Promotion.** None of the funds, materials, property, or services provided directly
20 or indirectly under this Agreement shall be used for Contractor's advertising, fundraising, or
21 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
22 promotion.

23 **20.2 Public Awareness.** Notwithstanding the above, publicity of the services described in
24 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the
25 availability of such specific services when approved in advance by County's DBH Director or
26 designee *and at a cost to be provided in Exhibit I* for such items as written/printed materials, the
27 use of media (i.e., radio, television, newspapers), and any other related expense(s).

28 Communication products must follow DBH graphic standards, including typefaces and colors, to

1 communicate our authority and project a unified brand. This includes all media types and
2 channels and all materials on and offline that are created as part of DBH's efforts to provide
3 information to the public.

4 **Article 21**

5 **Disclosure of Self-Dealing Transactions**

6 21.1 **Applicability.** This Article 21 applies if the Contractor is operating as a corporation,
7 or changes its status to operate as a corporation.

8 21.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
9 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
10 "Self-Dealing Transaction Disclosure Form" (Exhibit N to this Agreement) and submitting it to
11 the County before commencing the transaction or immediately after.

12 21.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
13 a party and in which one or more of its directors, as an individual, has a material financial
14 interest.

15 **Article 22**

16 **Disclosure of Ownership and/or Control Interest Information**

17 22.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities,
18 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),
19 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

20 22.2 **Duty to Disclose.** Contractor must disclose the following information as requested in
21 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,
22 Exhibit O :

23 (A) Disclosure of 5% or More Ownership Interest:

24 (1) In the case of corporate entities with an ownership or control interest in the
25 disclosing entity, the primary business address as well as every business location
26 and P.O. Box address must be disclosed. In the case of an individual, the date of
27 birth and Social Security number must be disclosed.

1 (2) In the case of a corporation with ownership or control interest in the
2 disclosing entity or in any subcontractor in which the disclosing entity has a five
3 percent (5%) or more interest, the corporation tax identification number must be
4 disclosed.

5 (3) For individuals or corporations with ownership or control interest in any
6 subcontractor in which the disclosing entity has a five percent (5%) or more interest,
7 the disclosure of familial relationship is required.

8 (4) For individuals with five percent (5%) or more direct or indirect ownership
9 interest of a disclosing entity, the individual shall provide evidence of completion of a
10 criminal background check, including fingerprinting, if required by law, prior to
11 execution of Contract. (42 C.F.R. § 455.434)

12 (B) Disclosures Related to Business Transactions:

13 (1) The ownership of any subcontractor with whom Contractor has had business
14 transactions totaling more than \$25,000 during the 12-month period ending on the
15 date of the request.

16 (2) Any significant business transactions between Contractor and any wholly
17 owned supplier, or between Contractor and any subcontractor, during the 5-year
18 period ending on the date of the request. (42 C.F.R. § 455.105(b).)

19 (C) Disclosures Related to Persons Convicted of Crimes:

20 (1) The identity of any person who has an ownership or control interest in the
21 provider or is an agent or managing employee of the provider who has been
22 convicted of a criminal offense related to that person's involvement in any program
23 under the Medicare, Medicaid, or the Title XXI services program since the inception
24 of those programs. (42 C.F.R. § 455.106.)

25 (2) County shall terminate the enrollment of Contractor if any person with five
26 percent (5%) or greater direct or indirect ownership interest in the disclosing entity
27 has been convicted of a criminal offense related to the person's involvement with
28 Medicare, Medicaid, or Title XXI program in the last 10 years.

1 22.3 Contractor must provide disclosure upon execution of Contract, extension for
2 renewal, and within 35 days after any change in Contractor ownership or upon request of
3 County. County may refuse to enter into an agreement or terminate an existing agreement with
4 Contractor if Contractor fails to disclose ownership and control interest information, information
5 related to business transactions and information on persons convicted of crimes, or if Contractor
6 did not fully and accurately make the disclosure as required.

7 22.4 Contractor must provide the County with written disclosure of any prohibited
8 affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers
9 or have other relationships with providers Excluded from participation in Federal Health Care
10 Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R.
11 §438.610.

12 22.5 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to
13 DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this
14 Agreement where any person with five (5) percent or greater direct or indirect ownership interest
15 in Contractor has been convicted of a criminal offense related to that person's involvement with
16 the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate
17 this Agreement where any person with five (5) percent or greater direct or indirect ownership
18 interest in the Contractor did not submit timely and accurate information and cooperate with any
19 screening method required in CFR, Title 42, Section 455.416

20 **Article 23**

21 **Disclosure of Criminal History and Civil Actions**

22 23.1 **Applicability.** Contractor is required to disclose if any of the following conditions
23 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively
24 referred to as "Contractor"):

25 (A) Within the three (3) year period preceding the Agreement award, they have been
26 convicted of, or had a civil judgment tendered against them for:

1 (1) Fraud or criminal offense in connection with obtaining, attempting to obtain,
2 or performing a public (federal, state, or local) transaction or contract under a public
3 transaction;

4 (2) Violation of a federal or state antitrust statute;

5 (3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;

6 or

7 (4) False statements or receipt of stolen property.

8 (B) Within a three (3) year period preceding their Agreement award, they have had a
9 public transaction (federal, state, or local) terminated for cause or default.

10 **23.2 Duty to Disclose.** Disclosure of the above information will not automatically
11 eliminate Contractor from further business consideration. The information will be considered as
12 part of the determination of whether to continue and/or renew this Agreement and any additional
13 information or explanation that Contractor elects to submit with the disclosed information will be
14 considered. If it is later determined that the Contractor failed to disclose required information,
15 any contract awarded to such Contractor may be immediately voided and terminated for
16 material failure to comply with the terms and conditions of the award.

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

27 **Article 24**

28 **Cultural and Linguistic Competency**

1 24.1 **General.** All services, policies and procedures must be culturally and linguistically
2 appropriate. Contractor must participate in the implementation of the most recent Cultural
3 Competency Plan for the County and shall adhere to all cultural competency standards and
4 requirements. Contractor shall participate in the County's efforts to promote the delivery of
5 services in a culturally competent and equitable manner to all individuals, including those with
6 limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and
7 regardless of gender, sexual orientation, or gender identity including active participation in the
8 County's Diversity, Equity and Inclusion Committee.

9 24.2 **Policies and Procedures.** Contractor shall comply with requirements of policies and
10 procedures for ensuring access and appropriate use of trained interpreters and material
11 translation services for all limited and/or no English proficient beneficiaries, including, but not
12 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the
13 policies and procedures, and monitoring its language assistance program. Contractor's policies
14 and procedures shall ensure compliance of any subcontracted providers with these
15 requirements.

16 24.3 **Interpreter Services.** Contractor shall notify its beneficiaries that oral interpretation
17 is available for any language and written translation is available in prevalent languages and that
18 auxiliary aids and services are available upon request, at no cost and in a timely manner for
19 limited and/or no English proficient beneficiaries and/or beneficiaries with disabilities.
20 Contractor shall avoid relying on an adult or minor child accompanying the beneficiary to
21 interpret or facilitate communication; however, if the beneficiary refuses language assistance
22 services, the Contractor must document the offer, refusal, and justification in the beneficiary's
23 file.

24 24.4 **Interpreter Qualifications.** Contractor shall ensure that employees, agents,
25 subcontractors, and/or partners who interpret or translate for a beneficiary or who directly
26 communicate with a beneficiary in a language other than English (1) have completed annual
27 training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the
28 beneficiary's language; (3) can effectively communicate any specialized terms and concepts

1 by both parties. The Contractor acknowledges that County employees have no authority to
2 modify this Agreement except as expressly provided in this Agreement.

3 (A) Notwithstanding the above, non-material changes to services, staffing, and
4 responsibilities of the Contractor, as needed, to accommodate changes in the laws
5 relating to service requirements and specialty mental health treatment, may be made
6 with the signed written approval of County's DBH Director, or designee, and Contractor
7 through an amendment approved by County's County Counsel and the County's Auditor-
8 Controller/Treasurer-Tax Collector's Office. Said modifications shall not result in any
9 change to the maximum compensation amount payable to Contractor, as stated herein.

10 (B) In addition, changes to rates on Exhibit J that do not exceed three percent (3%)
11 of the approved rate, or that are needed to accommodate state-mandated rate
12 increases, may be made with the written approval of the DBH Director or designee.
13 These rate changes may not add or alter any other terms or conditions of the
14 Agreement. Said modifications shall not result in any change to the maximum
15 compensation amount payable to Contractor, as stated herein.

16 25.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
17 under this Agreement without the prior written consent of the other party.

18 25.3 **Governing Law.** The laws of the State of California govern all matters arising from
19 or related to this Agreement.

20 25.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
21 County, California. Contractor consents to California jurisdiction for actions arising from or
22 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
23 brought and maintained in Fresno County.

24 25.5 **Construction.** The final form of this Agreement is the result of the parties' combined
25 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
26 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
27 against either party.

28 25.6 **Days.** Unless otherwise specified, "days" means calendar days.

1 25.7 **Headings.** The headings and section titles in this Agreement are for convenience
2 only and are not part of this Agreement.

3 25.8 **Severability.** If anything in this Agreement is found by a court of competent
4 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
5 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
6 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
7 intent.

8 25.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
9 not unlawfully discriminate against any employee or applicant for employment, or recipient of
10 services, because of race, religious creed, color, national origin, ancestry, physical disability,
11 mental disability, medical condition, genetic information, marital status, sex, gender, gender
12 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
13 all applicable State of California and federal statutes and regulation.

14 Contractor shall take affirmative action to ensure that services to intended Medi-Cal
15 beneficiaries are provided without use of any policy or practice that has the effect of
16 discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic
17 group identification, sex, sexual orientation, gender, gender identity, age, medical condition,
18 genetic information, health status or need for health care services, or mental or physical
19 disability.

20 25.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
21 of the Contractor under this Agreement on any one or more occasions is not a waiver of
22 performance of any continuing or other obligation of the Contractor and does not prohibit
23 enforcement by the County of any obligation on any other occasion.

24 25.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
25 between the Contractor and the County with respect to the subject matter of this Agreement,
26 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
27 publications, and understandings of any nature unless those things are expressly included in
28 this Agreement. If there is any inconsistency between the terms of this Agreement without its

1 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
2 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
3 exhibits.

4 **25.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
5 create any rights or obligations for any person or entity except for the parties.

6 **25.13 Authorized Signature.** The Contractor represents and warrants to the County that:

7 (A) The Contractor is duly authorized and empowered to sign and perform its
8 obligations under this Agreement.

9 (B) The individual signing this Agreement on behalf of the Contractor is duly
10 authorized to do so and his or her signature on this Agreement legally binds the
11 Contractor to the terms of this Agreement.

12 **25.14 Electronic Signatures.** The parties agree that this Agreement may be executed by
13 electronic signature as provided in this section.

14 (A) An “electronic signature” means any symbol or process intended by an individual
15 signing this Agreement to represent their signature, including but not limited to (1) a
16 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
17 electronically scanned and transmitted (for example by PDF document) version of an
18 original handwritten signature.

19 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
20 equivalent to a valid original handwritten signature of the person signing this Agreement
21 for all purposes, including but not limited to evidentiary proof in any administrative or
22 judicial proceeding, and (2) has the same force and effect as the valid original
23 handwritten signature of that person.

24 (C) The provisions of this section satisfy the requirements of Civil Code section
25 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
26 Part 2, Title 2.5, beginning with section 1633.1).

27 (D) Each party using a digital signature represents that it has undertaken and
28 satisfied the requirements of Government Code section 16.5, subdivision (a),

1 paragraphs (1) through (5), and agrees that each other party may rely upon that
2 representation.

3 (E) This Agreement is not conditioned upon the parties conducting the transactions
4 under it by electronic means and either party may sign this Agreement with an original
5 handwritten signature.

6 25.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
7 original, and all of which together constitute this Agreement.

8 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 COMMUNITY HEALTH IMPROVEMENT
3 PARTNERS

COUNTY OF FRESNO

4 DocuSigned by:
5 Amanda Nugent Divine
6 Amanda Nugent Divine, PhD., CEO
7 1396 W. Herndon Ave.
8 Fresno, CA 93711

Sal Quintero
Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

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

By: Hanana
Deputy

11 For accounting use only:

12 Org No.:5630/2493
13 Account No.:7295
14 Fund No.:0001
15 Subclass No.:10000

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persons served into other County or community mental health programs.

Through PATH-MOP, operating from July 1, 2021 through June 30, 2022, Kings View will dedicate an outreach team for rural and unincorporated areas of Fresno County for the provision of outreach, engagement, and linkage services to persons served akin to those provided in PATH-OEL. As necessary, Kings View will implement COVID-19 screening, education, assessment, and linkage capabilities in the field. With additional funding, the program will transition into PATH-STARS during FY 2022-23 through FY 2025-26, offering the same services at an expanded capacity through a larger outreach team that can cover multiple rural communities at once.

Kings View will commit to “meet persons where they are” and collaborate with other agencies across the system of care to assist persons served in achieving their personal recovery and wellness goals. Services will incorporate safety, emergency, and crisis procedures in the field and in the organization’s offices, personal services coordination, psychiatric services in the areas of medication, prescription, administration, monitoring and documentation, mental health services, linkage services, supportive housing services, and mobile outreach services.

COUNTY’S administrative staff shall monitor and oversee program outcomes and coordinate reporting requirements.

CONTRACTOR RESPONSIBILITIES

I. ADMINISTRATIVE SERVICES

1. Participate in the Fresno/Madera Continuum of Care (FMCoC) as a member. COUNTY will provide technical assistance as needed.
2. Provide appropriate data and measurable outcomes as requested or required by the County and State. Such data reports include quarterly performance reports, Behavioral Health Board annual update reports, inclusive of demographics, caseload, and measurable outcomes.
3. Participate and utilize the Homeless Management Information System (HMIS) to enter data on persons served.
4. Ensure that operating staff have on hand, in their possession, during regular working hours and when appropriate, an adequate amount of petty cash with which to make emergency purchases of food, shelter, clothing, prescriptions, transportation, or other items and services as needed for persons served. This may include security deposits, rent subsidy, and other items needed by persons served. CONTRACTOR shall provide policies and procedures as to the handling of petty cash.
5. Evaluate the staff’s competency for performance purposes and establish medication policies and procedures which identify processes to administer medications to persons served and train other staff and family members regarding medication education, medication delivery, medication side effects, observation of self-administration of medication and medication monitoring.
6. Ensure billable Mental Health Specialty Services meet any/all County, State, and Federal regulations including any utilization review and quality assurance standards.

II. STAFFING REQUIREMENTS

1. CONTRACTOR’s program staff shall reflect the target population through social characteristics of the community, such as culture, ethnicity, gender, and sexual orientation.
2. Operate with a multidisciplinary treatment team including licensed/unlicensed mental health professionals, case managers, and other specialists to support persons served in reaching their goals.

III. SERVICES ACROSS PROGRAM

1. Commit to “meeting individuals where they are” to assist persons served in achieving their personal recovery and wellness goals.
2. Integrate physical and mental health services in collaboration with primary care physicians.

3. Provide culturally responsive evidence-based or promising clinical services that are integrated with overall service planning, supportive housing, and employment support and/or education goals.
4. Provide treatment services that account for the age, culture, gender, and language of persons served, as well as needed accommodations for physical disabilities.
5. Employ harm reduction and motivational interviewing techniques and principles.
6. Empower persons served to take an active role in the recovery process, provide housing options, and maintain independent living by providing needed services, accessing resources, and encouragement to be independent, productive, and responsible.
7. Collaborate with other agencies for the provision of non-direct mental health services. Linkages must be provided to persons served for the full range of services.
8. Coordinate services with other community mental health and non-mental health providers, as well as other medical professionals in a manner consistent with Fresno County confidentiality rules.
9. Collaborate with community law enforcement, probation, and courts.
10. Link persons served to appropriate social services, legal advocacy, and other representation; provide transportation as necessary; serve as a “representative payee” or refer them to other payee services for Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI) benefits.
11. CONTRACTOR will provide reasonable direct assistance as needed to ensure that persons served obtain the basic necessities of daily life, including but not limited to:
 - a. Safe, clean, affordable housing
 - b. Food and clothing
 - c. Appropriate financial support, which may include housing deposits, Supplemental Security Income, Social Security Disability Insurance, General Relief, and money management services
 - d. Bus tokens/passes
 - e. Vehicles available to staff to transport persons served to appointments and social group activities
12. Provide assistance and advocacy in obtaining available public assistance benefits, general relief, SSI/SSDI and accessing needed behavioral health and physical health care for persons served.
13. Make appropriate referrals and linkages to addiction services that are beyond the scope of the PATH program to individuals with coexisting alcohol, tobacco, drug use and other addictive disorders.
14. Provide a rapid and flexible response to crisis during working hours, including crisis assessment and intervention by telephone or face-to-face contact. Should crisis housing, short-term care, and inpatient treatment (voluntary or involuntary) be needed, staff shall collaborate with designated staff at psychiatric facilities and/or hospitals. CONTRACTOR will provide support to the maximum extent possible, including accompanying persons served to the County’s Urgent Wellness Center and remain with them during the assessment.
15. Initiate voluntary commitment, should there be a need. CONTRACTOR will work with County staff within the Adult Services Division; county staff will sign the involuntary commitment papers.
16. CONTRACTOR shall have the flexibility to increase service intensity for an individual in response to their needs. Staff shall have the capacity to provide as many contacts as needed to persons served experiencing significant impairments in daily living.

IV. PATH-OEL SERVICES

1. At least 350 persons will receive outreach, engagement, and linkage services and at least 200 persons served will be enrolled into PATH and HMIS.

2. Utilize various engagement tools, such as personal protective equipment, disinfectant supplies, clothing, food, shoes, blankets, bus passes, hygiene kits etc., to address barriers to engagement such as transportation, pet care, property storage, etc.
3. Provide frequent contacts with individuals where they live or are most comfortable to assist them in accessing behavioral and physical health care, financial, education, vocational, rehabilitative, or other needed community services, especially as these services relate to meeting the person's mental health and housing needs.
4. Assess and document mental illness symptoms and behavior of persons served in response to medication and monitor for medication side-effects during the provision of observed self-administration and during ongoing face-to-face contacts.

V. PATH-SMHS SERVICES

1. Up to thirty-six (36) persons at a given time will be enrolled to receive intensive mental health treatment services on an ongoing basis, inclusive of supportive housing services, for up to ten (10) persons at any given time.
2. The PATH - SMHS program's persons served to staff ratio will be no more than eighteen (18) persons to each staff. A ratio of 1:17, or one staff serving seventeen (17) persons, will not be exceeded until at least one person served by a staff member is transitioning out of the program (a transition period will be at least three months prior to exit). During a transitional period, the ratio can be 1:18.
3. Assign a case manager within 24 hours of enrollment into the PATH SMHS program.
4. A Plan of Care must be created and include and identification of current symptoms, treatment goals, and planned interventions of persons served.
5. Implement mental health service strategies to reduce the number of days persons served experience hospitalization, incarceration, and homelessness.
6. Minimize the involvement of persons served with the criminal justice system, with services to include, but not be limited to:
 - a. Helping identify precipitants to their criminal involvement
 - b. Providing necessary treatment, support, and education to help eliminate any unlawful activities or criminal involvement that may be of consequence to the individual's mental illness; and
 - c. Collaborating with police, court personnel, jail/prison officials, and psychiatric staff to ensure appropriate use of legal and mental health services.
7. Incorporate SSI/SSDI Outreach, Access, and Recovery (SOAR) as part of the case management services. SOAR provides the program the tools to expedite access to Social Security disability benefits that result in improved housing and treatment outcomes.
8. Provide symptom assessment, personal service coordination and supportive counseling as needed to assist persons served to cope with and gain a mastery of symptoms and disabilities due to mental illness and/or substance abuse. These services shall include, but not be limited to, the following:
 - a. Ongoing assessment of mental illness symptoms and response to treatment
 - b. Education regarding their mental illness and the effects (including side effects) of prescribed medications
 - c. Symptom management efforts directed to help person served identify symptoms and their occurrence patterns and to develop methods (internal, behavioral, adaptive) to lessen their negative effects; and
 - d. Provide psychological support, planned and as needed, to help persons served accomplish their personal goals and to cope with the stresses of day-to-day living.

9. Assist person served, family, and other members of the individual's social network to relate in a positive and supportive manner through such means as:
 - a. Education about the individual's illness and their role in the therapeutic process
 - b. Supportive counseling
 - c. Intervention to resolve conflict
 - d. Referral of family to therapy, self-help and other family support services as appropriate; and
 - e. Provision to other support systems with education and information about serious mental illnesses and treatment services and supports.
10. Provide education to persons served and their family and/or caregivers (as appropriate) about the nature of medications, the expected benefits and potential side effects, and alternatives to medication.
11. Provide support and help establish positive social relationships and activities in community settings. Such services shall include, but not to be limited to:
 - a. Developing social skills, including skills to develop meaningful personal relationships
 - b. Planning appropriate and productive use of leisure time, including familiarizing individuals with available social and recreational opportunities and increasing their use of these activities
 - c. Interacting with landlords, neighbors, and others effectively and appropriately
 - d. Developing assertiveness and self-esteem; and
 - e. Using existing self-help centers, self-help groups and other social, church, and recreational groups to combat isolation and withdrawal experienced by many persons coping with serious and persistent mental illness.
12. Provide training and instruction, including individual support, problem solving, skill development, modeling and supervision, in home and community settings, to teach persons served to:
 - a. Carry out personal hygiene tasks
 - b. Perform household chores, including housekeeping, cooking, laundry and shopping
 - c. Develop or improve money management skills
 - d. Use community transportation
 - e. In locating, securing, maintaining and financing safe, clean and affordable housing which is appropriate to their levels of functioning.
13. Provide alcohol, tobacco, and drug use disorder services as needed. This will include, but is not limited to, individual and group interventions to assist in:
 - a. Identifying alcohol, tobacco and drug abuse effects and patterns
 - b. Recognizing the interactive effects of alcohol, tobacco and drug use, psychiatric symptoms, and psychotropic medications
 - c. Developing motivation for decreasing alcohol, tobacco and drug use
 - d. Developing coping skills and alternatives to minimize alcohol, tobacco and drug use
 - e. Achieving periods of abstinence and stability
 - f. Attending appropriate recovery or self-help meetings; and
 - g. Achieving an alcohol and drug free lifestyle, if possible.
14. Provide information, in an educational format, on the use of alcohol, tobacco, prescribed medications, and other drugs and the impact that chemicals have on the ability to function in major life areas. Information shall also include eating disorders, gambling, overspending, sexual and other addiction disorders, as appropriate.

15. Ensure persons served maintain their respective housing and utilize supportive housing resources by providing supportive and independent housing, as appropriate.
16. Ensure rapid access to assistance funds for purchase of furniture, and other items needed by persons served.
17. Negotiate and establish relationships with apartment owners/landlords and/or utilize alternative housing resources as available and appropriate.

VI. PATH-MOP/STARS SERVICES

1. Provide outreach, engagement, and linkage services and enroll persons served into HMIS.
2. Utilize various engagement tools, such as personal protective equipment, disinfectant supplies, clothing, food, shoes, blankets, bus passes, hygiene kits etc., to address barriers to engagement such as transportation, pet care, property storage, etc.
3. Provide frequent contacts with individuals where they live or are most comfortable in to assist them in accessing behavioral and physical health care, financial, education, vocational, rehabilitative, or other needed community services, especially as these services relate to meeting the person's mental health and housing needs.
4. Assess and document mental illness symptoms and behavior of persons served in response to medication and monitor for medication side-effects during the provision of observed self-administration and during ongoing face-to-face contacts.

VII. COUNTY RESPONSIBILITIES

1. Provide oversight of the PATH Program. In addition to contract monitoring of program, oversight includes, but is not limited to, coordination with the State Department of Health Care Services in regarding program administration and outcomes. COUNTY will coordinate meetings with CONTRACTOR on a monthly basis to discuss program client issues, concerns, measurable outcomes and reports, and any other items.
2. Assist CONTRACTOR in making linkages with the total mental health system of care through regularly scheduled meetings as well as formal and informal consultation.
3. Evaluate the progress of the overall program.
4. Receive and analyze statistical data outcome information throughout the term of contract. COUNTY will notify CONTRACTOR when additional participation is required. The performance outcome measurement process will include surveys, client and staff interviews, chart reviews, and other methods of obtaining required information as needed.
5. Recognize that cultural responsiveness is a goal toward which professionals, agencies, and systems should strive. Becoming culturally responsiveness is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. COUNTY will assist program towards cultural and linguistic competency, by providing the following at no cost to CONTRACTOR:
 - a. Technical assistance regarding cultural responsiveness requirements and sexual orientation and gender identity training
 - b. Mandatory cultural responsiveness training including sexual orientation and gender identity and cultural sensitivity training for program personnel, at minimum once per year. COUNTY will provide technical assistance and when possible, training regarding the unique needs of the diverse population. Cultural responsiveness training recommendations will be based on trends in data

collected and will be included in the counties Culturally Responsive Plan. Sensitivity to sexual orientation and gender identity is a basic cultural responsiveness principle and shall be included in the cultural responsiveness training(s). Literature suggests that the behavioral health needs of lesbian, gay, bisexual, and transgender (LGBT+) individuals may be at increased risk for behavioral disorders and behavioral health problems due to exposure to societal stressors such as stigmatization, prejudice and homophobic and/or transphobic violence. Social support may be critical for this population

c. CONTRACTOR materials for public use on behavioral health and substance abuse services information shall be in the Fresno County Department of Behavioral Health's (DBH) current threshold languages (English, Spanish, and Hmong). Translation services and costs associated will be the responsibility of the vendor. Promotional and/or program materials shall be reviewed by DBH's Public Behavioral Health Division for branding requirements prior to implementation.

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 COMMUNITY HEALTH IMPROVEMENT
3 PARTNERS

COUNTY OF FRESNO

4 DocuSigned by:

Amanda Nugent Divine

5 A04F817F73914D5
Amanda Nugent Divine, PhD., CEO

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

6 1396 W. Herndon Ave.
7 Fresno, CA 93711

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

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.:5630/2493
13 Account No.:7295
Fund No.:0001
14 Subclass No.:10000

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PATH PROGRAM - SMHS
Kings View
Fiscal Year (FY) 2023-24

PROGRAM EXPENSES

Program Maximum Compensation \$ 228,289

PROGRAM FUNDING SOURCES

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

Acct #	Estimated Specialty Mental Health Services Billing Totals:	\$ 228,289
	Estimated % of Clients who are Medi-Cal Beneficiaries	75%
	Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries	171,217
	Federal Financial Participation (FFP) %	92%
		157,519
8001	Medi-Cal Specialty Mental Health Services	MEDI-CAL FFP TOTAL \$ 157,519

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	\$ -
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)

Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 69,756
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 69,756

8400 - OTHER REVENUE

Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (Client Rent)	1,014
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 1,014

TOTAL PROGRAM FUNDING SOURCES: \$ 228,289

NET PROGRAM COST: \$ (0)

PATH PROGRAM - SMHS
Kings View
Fiscal Year (FY) 2024-25

PROGRAM EXPENSES

Program Maximum Compensation \$ 228,289

PROGRAM FUNDING SOURCES

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

Acct #	Estimated Specialty Mental Health Services Billing Totals:	\$	228,289
	Estimated % of Clients who are Medi-Cal Beneficiaries		75%
	Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries		171,217
	Federal Financial Participation (FFP) %	92%	157,519
8001	Medi-Cal Specialty Mental Health Services	MEDI-CAL FFP TOTAL	\$ 157,519

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	\$	-
REALIGNMENT TOTAL			\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)

Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 69,756
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 69,756

8400 - OTHER REVENUE

Acct #	Line Item Description		Amount
8401	Client Fees	\$	-
8402	Client Insurance		-
8403	Grants (Specify)		-
8404	Other (Client Rent)		1,014
8405	Other (Specify)		-
OTHER REVENUE TOTAL			\$ 1,014

TOTAL PROGRAM FUNDING SOURCES: \$ 228,289

NET PROGRAM COST: \$ (0)

PATH PROGRAM - OEL
Kings View
Fiscal Year (FY) 2023-24

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Executive Director	0.04	\$ 7,498		\$ 7,498
1102	Regional Director	0.08	10,037		10,037
1103	Admin Specialist	0.05	2,679		2,679
1104	Accountant	0.10	6,132		6,132
1105	Quality Improvement Data Analyst	0.05	3,500		3,500
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.32	\$ 29,846		\$ 29,846
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Manager	0.35		\$ 35,993	\$ 35,993
1117	Outreach Worker	2.00		79,082	79,082
1118	Case Managers	1.40		63,088	63,088
1119				-	-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		3.75		\$ 178,163	\$ 178,163
			Admin	Program	Total
Direct Personnel Salaries Subtotal		4.07	\$ 29,846	\$ 178,163	\$ 208,009
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 463	\$ 2,762	\$ 3,225
1202	Worker's Compensation		746	4,454	5,200
1203	Health Insurance		3,761	22,449	26,210
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Direct Employee Benefits Subtotal:			\$ 4,970	\$ 29,665	\$ 34,635
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		2,283	13,630	15,913
1303	SUI		209	1,247	1,456
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 2,492	\$ 14,877	\$ 17,369
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			Admin	Program	Total
			\$ 37,308	\$ 222,705	\$ 260,013

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	14%	86%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	5,000
2003	Client Transportation & Support	800
2004	Clothing, Food, & Hygiene	4,700
2005	Education Support	200
2006	Employment Support	200
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (specify)	3,000
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 13,900

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 7,328
3002	Printing/Postage	270
3003	Office, Household & Program Supplies	1,009
3004	Advertising	-
3005	Staff Development & Training	2,545
3006	Staff Mileage	50
3007	Subscriptions & Memberships	100
3008	Vehicle Maintenance	16,200
3009	Other (specify)	350
3010	Other (specify)	13,910
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 41,762

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 11,412
4002	Rent/Lease Building	8,899
4003	Rent/Lease Equipment	1,710
4004	Rent/Lease Vehicles	18,530
4005	Security	-
4006	Utilities	2,235
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 42,786

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 11,686
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	200
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 11,886

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
6002	Professional Liability Insurance	
6003	Accounting/Bookkeeping	
6004	External Audit	
6005	Insurance (Liability):	
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Other (Administrative & General Fees)	37,343
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 37,343

INDIRECT COST RATE	10.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 2,987
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	100
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		\$ 3,087

TOTAL PROGRAM EXPENSES	\$ 410,777
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PROGRAM FUNDING SOURCES

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	
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 102,777
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 102,777

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	
8403	Grants (PATH)	308,000
8404	Other (Specify)	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 308,000

TOTAL PROGRAM FUNDING SOURCES:	\$ 410,777
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NET PROGRAM COST:	\$ -
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PATH PROGRAM - OEL
Kings View
Fiscal Year (FY) 2023-24

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 %
Executive Director	PATH SMHS/Fresno	0.04
	PATH OEL/Fresno	0.04
	PATH STARS/Fresno	0.03
	Blue Sky/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.03
	Metro CIT/Fresno	0.02
	Map Point/Fresno	0.01
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH	0.07
	Shasta	0.09
	Tulare	0.23
	Madera	0.06
	Kings	0.17
	Administrative Department	0.12
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Regional Director	PATH SMHS/Fresno	0.085
	PATH OEL/Fresno	0.080
	PATH STARS/Fresno	0.070
	Blue Sky/Fresno	0.110
	Rural Crisis Intervention/Fresno	0.160
	Metro CIT/Fresno	0.250
	Map Point/Fresno	0.050
	FURS/Fresno	0.030
	Suicide Prevention Follow-up Call/Fresno	0.010
	CVSPH	0.095
	Madera	0.060
	Total	

Position	Contract #/Name/Department/County	FTE %
Admin Specialist	PATH SMHS/Fresno	0.30
	PATH OEL/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.65
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Accountant	PATH SMHS/Fresno	0.07
	PATH OEL/Fresno	0.10
	PATH STARS/Fresno	0.10
	Blue Sky/Fresno	0.10
	Rural Crisis Intervention/Fresno	0.12
	Metro CIT/Fresno	0.10
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH	0.05
	Shasta	0.07
	Finance Department	0.25
	Total	

Position	Contract #/Name/Department/County	FTE %
Quality Improvement Data Analyst	PATH SMHS/Fresno	0.05
	PATH OEL/Fresno	0.05
	PATH STARS/Fresno	0.06
	Blue Sky/Fresno	0.12
	Rural Crisis Intervention/Fresno	0.25
	Metro CIT/Fresno	0.12
	Map Point/Fresno	0.07

	FURS/Fresno	0.03
	Shasta	0.20
	Quality & Performance Improvement Department	0.05
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Manager	PATH SMHS/Fresno	0.25
	PATH OEL/Fresno	0.35
	PATH STARS/Fresno	0.40
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Case Managers	PATH SMHS/Fresno	0.60
	PATH OEL/Fresno	1.40
Total		2.00

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

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

Position	Contract #/Name/Department/County	FTE %
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PATH PROGRAM - OEL
Kings View
Fiscal Year (FY) 2023-24 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		260,013	
Administrative Positions		29,846	
1101	Executive Director	7,498	Position will provide agency specific staff oversight and represent and maintain the collaborative relationship between agencies. Annual rate was reverted back to original approved contract for this fiscal year based on previous Executive Director. Only the FTE was increased from previous year based time study results. Adjustments to the estimated time came from decreasing FTEs in other programs.
1102	Regional Director	10,037	Provide program management and direction. Ensures operations are running smoothly and in compliance with contract requirements. Annual rate was reverted back to original approved contract for this fiscal year based on previous Regional Director. Only the FTE was increased from previous year based time study results. Adjustments to the estimated time came from decreasing FTEs in other programs.
1103	Admin Specialist	2,679	Provides administrative support for the program and assist with medical billing and records. Annual rate was reverted back to original approved contract for this fiscal year.
1104	Accountant	6,132	Prepares and provides budget guidance, monthly invoicing and other fiscal services. Annual rate was reverted back to original approved contract for this fiscal year. Only the FTE was increased from previous year based time study results. Adjustments to the estimated time came from decreasing FTEs in other programs.
1105	Quality Improvement Data Analyst	3,500	This position will perform a wide range of duties to support data collection, management, and reporting needs for all collaborative partnerships. Annual rate was reverted back to original approved contract for this fiscal year based on previous Data Analyst.
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		178,163	
1116	Program Manager	35,993	Provides supervision of all staff and direct oversight of program management. Decrease from previous annual rate to reflect new replacement's current rate and decreased FTE based on estimated time working with the program.
1117	Outreach Worker	79,082	Provides outreach and engagement services, provides linkage to needed services. Reduction from original approved contract for this fiscal year. Annual rate was updated to reflect new replacement's current rates.
1118	Case Managers	63,088	Provides case management and oversees the physical and mental wellness of individuals to ensure they are supported and can achieve the best outcomes, and referrals to appropriate linkages. Annual rate was reverted back to original approved contract for this fiscal year. Shared position with PATH SMHS, increased FTE based on estimated time working at each program.
1119	0	-	
1120	0	-	
1121	0	-	
1122	0	-	
1123	0	-	
1124	0	-	
1125	0	-	
1126	0	-	
1127	0	-	
1128	0	-	
1129	0	-	
1130	0	-	
1131	0	-	
1132	0	-	
1133	0	-	
1134	0	-	
Direct Employee Benefits		34,635	
1201	Retirement	3,225	Cost of 401K; estimated at 1.55% from total salaries.
1202	Worker's Compensation	5,200	Workers Comp Insurance; estimated at 2.50% from total salaries

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1203	Health Insurance	26,210	Cost of Medical, Vision, Dental, Life and Long Term Disability Insurance; estimated at 14.15% from total salaries.
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		17,369	
1301	OASDI	-	
1302	FICA/MEDICARE	15,913	Cost of FICA/Medicare; estimated at 7.65% from total salaries.
1303	SUI	1,456	Cost of SUI; estimated at .70% from total salaries.
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	

2000: DIRECT CLIENT SUPPORT		13,900	
2001	Child Care	-	
2002	Client Housing Support	5,000	Support clients with things such as rent, security deposits, board and care, emergency housing such as hotels/motels, groceries, utilities, and household supplies. After reoccurring expenses and estimated increase rates are budgeted for operating expenses this line was reduced due to no bottom line increase to total budget for the 2nd year. Current FY2023 trends are reflecting low usage needs due to using resources in the community and linkages without affecting client support.
2003	Client Transportation & Support	800	Provides bus passes, bus tokens or any transportation assistance for clients, such as taxi service or gas. This line was reduced due to no bottom line increase to total budget for the 2nd year. Current FY2023 trends are reflecting low usage needs and will not affect client support.
2004	Clothing, Food, & Hygiene	4,700	Outreach expenses that supports clients with clothing, food, water, blankets, and hygiene supplies. Also, includes miscellaneous client support items such as pet food, groceries, DMV identification, and birth certificates. After reoccurring expenses and estimated increase rates are budgeted for operating expenses this line was reduced due to no bottom line increase to total budget for the 2nd year. Staff members will use resources available in community without affecting client support.
2005	Education Support	200	Assist with education expenses such as books and registration. This line was reduced due to no bottom line increase to total budget for the 2nd year. Cost savings in FY2022 due to client needs are low in this area and will not affect client support.
2006	Employment Support	200	Cost of employment assistance such as interview clothes, DMV records, ID Cards or birth certificates. This line was reduced due to no bottom line increase to total budget for the 2nd year. Cost savings in FY2022 due to client needs are low in this area and will not affect client support.
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (Program Supplies)	3,000	Cost to supply showers trailer with items such as soap, shampoo, and towels for client usage. After reoccurring expenses and estimated increase rates are budgeted for operating expenses this line was reduced due to no bottom line increase to total budget for the 2nd year. Staff members will use resources available in community without affecting client support.
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		41,762	
3001	Telecommunications	7,328	Cost of landline telephone services, cell phones service, data connectivity.
3002	Printing/Postage	270	Anticipating courier services and postage necessary for program. Business cards and other special printing in bulk that is less cost effective to outsource rather than utilization of a copier. This line was reduced due to the impact of no bottom line increase to total budget for the 2nd year.
3003	Office, Household & Program Supplies	1,009	Includes desk supplies & minor equipment used by staff in the course of providing services. This line was reduced due to the impact of no bottom line increase to total budget for the 2nd year.
3004	Advertising	-	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
3005	Staff Development & Training	2,545	Minor shared cost for continuation of staff development and training. Also, includes HMIS training fees. Includes registration cost, travel transportation, staff meals, and lodging expenses. Increase to line item based on additional training needs requested by current manager.
3006	Staff Mileage	50	Reimbursements to staff for personal vehicle use when lease vehicle not available and require to provide services or other program needs, paid at IRS rate. Any travel transportation fees, such as parking fees. Reduced based on current trends.
3007	Subscriptions & Memberships	100	Minor shared cost of special subscription necessary for staff to provide services or job tasks, such as an online subscription.
3008	Vehicle Maintenance	16,200	Auto repairs & maintenance required to maintain 1 leased truck to haul client showers, 1 leased van and 1 shared leased vehicle for client transportation and program needs, such as oil changes and car washes. Yearly cost of GPS vehicle tracking service, fuel and DVM fees. Reduction from previous year due to expecting less vandalism after moving to new location.
3009	Other (Staff Recruitment)	350	Thorough background check and drug testing.
3010	Other (specify)	13,910	Direct expense to program for general, professional liability, personal property, accidental, and auto insurance. Anticipating shared cost to be reduced when program moves to new location.
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		42,786	
4001	Building Maintenance	11,412	Shared expenses for service agreements such as copier maintenance, janitorial services, security alarm. Also includes business licenses & taxes, facility supplies, minor building repairs and maintenance to facility. This line item also other miscellaneous expenses necessary for building maintenance including anticipated moving fees. Annual Janitorial Services to maintain client showers clean.
4002	Rent/Lease Building	8,899	Share cost of building space; anticipating moving locations.
4003	Rent/Lease Equipment	1,710	Shared copier lease.
4004	Rent/Lease Vehicles	18,530	The cost of 1 shared lease vehicle and 1 leased van to assist with program and client needs and cost of 1 lease truck to haul client showers. Anticipating higher rates at time of renewals.
4005	Security	-	
4006	Utilities	2,235	Shared cost of gas and electric.
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		11,886	
5001	Consultant (Network & Data Management)	11,686	Kings View Information Technology Department (KVIT) will provide hardware and software support successful data collection. Information services and management consisting of managed internet service provider, network and desktop management, project management, technology procurement, telecommunication management, strategic technology planning, system documentation, application/data hosting, access to data/documents/application 24/7. After hours support via email and phone 24/7.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	200	Anticipating translation services to assist clients.
5005	Other (specify)	-	
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		37,343	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Liability):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Other (Administrative & General Fees)	37,343	Expenses to this line item ranges from salaries and benefits to operating expenses such as rent, utilities & supplies generated by corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions supporting program based on our Cost Allocation Plan.

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		3,087	
7001	Computer Equipment & Software	2,987	Computer software needs to support staff & anticipating shared cost for replacement of computer equipment.
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	100	Anticipating shared cost for replacement of furniture needs.
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)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	410,777
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	410,777
BUDGET CHECK:	-

PATH PROGRAM - OEL
Kings View
Fiscal Year (FY) 2024-25

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Executive Director	0.04	\$ 7,798		\$ 7,798
1102	Regional Director	0.08	10,439		10,439
1103	Admin Specialist	0.05	2,786		2,786
1104	Accountant	0.10	6,378		6,378
1105	Quality Improvement Data Analyst	0.05	3,640		3,640
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.32	\$ 31,041		\$ 31,041
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Manager	0.35		\$ 37,432	\$ 37,432
1117	Outreach Worker	2.00		82,243	82,243
1118	Case Managers	1.40		65,622	65,622
1119				-	-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		3.75		\$ 185,297	\$ 185,297
			Admin	Program	Total
Direct Personnel Salaries Subtotal		4.07	\$ 31,041	\$ 185,297	\$ 216,338
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 481	\$ 2,872	\$ 3,353
1202	Worker's Compensation		776	4,632	5,408
1203	Health Insurance		3,911	23,347	27,258
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Direct Employee Benefits Subtotal:			\$ 5,168	\$ 30,851	\$ 36,019
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		2,375	14,175	16,550
1303	SUI		217	1,297	1,514
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 2,592	\$ 15,472	\$ 18,064
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			Admin	Program	Total
			\$ 38,801	\$ 231,620	\$ 270,421

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	14%	86%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	4,000
2003	Client Transportation & Support	800
2004	Clothing, Food, & Hygiene	2,680
2005	Education Support	200
2006	Employment Support	200
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (specify)	2,000
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 9,880

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 7,328
3002	Printing/Postage	270
3003	Office, Household & Program Supplies	850
3004	Advertising	-
3005	Staff Development & Training	545
3006	Staff Mileage	50
3007	Subscriptions & Memberships	100
3008	Vehicle Maintenance	15,325
3009	Other (Staff Recruitment)	350
3010	Other (Insurance)	13,910
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 38,728

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 10,331
4002	Rent/Lease Building	8,899
4003	Rent/Lease Equipment	1,710
4004	Rent/Lease Vehicles	18,530
4005	Security	-
4006	Utilities	2,324
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 41,794

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 11,686
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	150
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 11,836

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
6002	Professional Liability Insurance	
6003	Accounting/Bookkeeping	
6004	External Audit	
6005	Insurance (Liability):	
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Other (Administrative & General Fees)	37,343
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 37,343

INDIRECT COST RATE	10.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	s	\$ 675
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	100
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		\$ 775

TOTAL PROGRAM EXPENSES	\$ 410,777
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PROGRAM FUNDING SOURCES

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	
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 102,777
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 102,777

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (PATH)	308,000
8404	Other (Specify)	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 308,000

TOTAL PROGRAM FUNDING SOURCES:	\$ 410,777
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NET PROGRAM COST:	\$ -
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PATH PROGRAM - OEL
Kings View
Fiscal Year (FY) 2024-25

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 %
Executive Director	PATH SMHS/Fresno	0.04
	PATH OEL/Fresno	0.04
	PATH STARS/Fresno	0.03
	Blue Sky/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.03
	Metro CIT/Fresno	0.02
	Map Point/Fresno	0.01
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH	0.17
	Shasta	0.09
	Tulare	0.23
	Madera	0.06
	Kings	0.17
	Administrative Department	0.02
	Total	

Position	Contract #/Name/Department/County	FTE %
Regional Director	PATH SMHS/Fresno	0.085
	PATH OEL/Fresno	0.080
	PATH STARS/Fresno	0.070
	Blue Sky/Fresno	0.110
	Rural Crisis Intervention/Fresno	0.160
	Metro CIT/Fresno	0.250
	Map Point/Fresno	0.050
	FURS/Fresno	0.030
	Suicide Prevention Follow-up Call/Fresno	0.010
	CVSPH	0.095
	Madera	0.060
	Total	

Position	Contract #/Name/Department/County	FTE %
Admin Specialist	PATH SMHS/Fresno	0.30
	PATH OEL/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.65
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Accountant	PATH SMHS/Fresno	0.07
	PATH OEL/Fresno	0.10
	PATH STARS/Fresno	0.10
	Blue Sky/Fresno	0.10
	Rural Crisis Intervention/Fresno	0.12
	Metro CIT/Fresno	0.10
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH	0.05
	Shasta	0.07
	Finance Department	0.25
	Total	

Position	Contract #/Name/Department/County	FTE %
Quality Improvement Data Analyst	PATH SMHS/Fresno	0.05
	PATH OEL/Fresno	0.05
	PATH STARS/Fresno	0.06
	Blue Sky/Fresno	0.12
	Rural Crisis Intervention/Fresno	0.25
	Metro CIT/Fresno	0.12
	Map Point/Fresno	0.07

	FURS/Fresno	0.03
	Shasta	0.20
	Quality & Performance Improvement Department	0.05
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Manager	PATH SMHS/Fresno	0.25
	PATH OEL/Fresno	0.35
	PATH STARS/Fresno	0.40
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Case Managers	PATH SMHS/Fresno	0.60
	PATH OEL/Fresno	1.40
Total		2.00

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

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

Position	Contract #/Name/Department/County	FTE %
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PATH PROGRAM - OEL
Kings View
Fiscal Year (FY) 2024-25 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		270,421	
Administrative Positions		31,041	
1101	Executive Director	7,798	Position will provide agency specific staff oversight and represent and maintain the collaborative relationship between agencies. Annual rate was reverted back to original approved contract for this fiscal year based on previous Executive Director. Only the FTE was increased from previous year based time study results. Adjustments to the estimated time came from decreasing FTEs in other programs.
1102	Regional Director	10,439	Provide program management and direction. Ensures operations are running smoothly and in compliance with contract requirements. Annual rate was reverted back to original approved contract for this fiscal year based on previous Regional Director. Only the FTE was increased from previous year based time study results. Adjustments to the estimated time came from decreasing FTEs in other programs.
1103	Admin Specialist	2,786	Provides administrative support for the program and assist with medical billing and records. Annual rate was reverted back to original approved contract for this fiscal year.
1104	Accountant	6,378	Prepares and provides budget guidance, monthly invoicing and other fiscal services. Annual rate was reverted back to original approved contract for this fiscal year. Only the FTE was increased from previous year based time study results. Adjustments to the estimated time came from decreasing FTEs in other programs.
1105	Quality Improvement Data Analyst	3,640	This position will perform a wide range of duties to support data collection, management, and reporting needs for all collaborative partnerships. Annual rate was reverted back to original approved contract for this fiscal year based on previous Data Analyst.
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		185,297	
1116	Program Manager	37,432	Provides supervision of all staff and direct oversight of program management. Decrease from previous annual rate to reflect new replacement's current rate and decreased FTE based on estimated time working with the program.
1117	Outreach Worker	82,243	Provides outreach and engagement services, provides linkage to needed services. Reduction from original approved contract for this fiscal year. Annual rate was updated to reflect new replacement's current rates.
1118	Case Managers	65,622	Provides case management and oversees the physical and mental wellness of individuals to ensure they are supported and can achieve the best outcomes, and referrals to appropriate linkages. Annual rate was reverted back to original approved contract for this fiscal year. Shared position with PATH SMHS, increased FTE based on estimated time working at each program.
1119	0	-	
1120	0	-	
1121	0	-	
1122	0	-	
1123	0	-	
1124	0	-	
1125	0	-	
1126	0	-	
1127	0	-	
1128	0	-	
1129	0	-	
1130	0	-	
1131	0	-	
1132	0	-	
1133	0	-	
1134	0	-	
Direct Employee Benefits		36,019	
1201	Retirement	3,353	Cost of 401K; estimated at 1.55% from total salaries.
1202	Worker's Compensation	5,408	Workers Comp Insurance; estimated at 2.50% from total salaries

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1203	Health Insurance	27,258	Cost of Medical, Vision, Dental, Life and Long Term Disability Insurance; estimated at 14.15% from total salaries.
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		18,064	
1301	OASDI	-	
1302	FICA/MEDICARE	16,550	Cost of FICA/Medicare; estimated at 7.65% from total salaries.
1303	SUI	1,514	Cost of SUI; estimated at .70% from total salaries.
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	

2000: DIRECT CLIENT SUPPORT		9,880	
2001	Child Care	-	
2002	Client Housing Support	4,000	Support clients with things such as rent, security deposits, board and care, emergency housing such as hotels/motels, groceries, utilities, and household supplies. Current FY2023 trends are reflecting low usage needs due to using resources in the community and linkages without affecting client support.
2003	Client Transportation & Support	800	Provides bus passes, bus tokens or any transportation assistance for clients, such as taxi service or gas. Current FY2023 trends are reflecting low usage needs and will not affect client support.
2004	Clothing, Food, & Hygiene	2,680	Outreach expenses that supports clients with clothing, food, water, blankets, and hygiene supplies. Also, includes miscellaneous client support items such as pet food, groceries, DMV identification, and birth certificates. Staff members will use resources available in community without affecting client support.
2005	Education Support	200	Assist with education expenses such as books and registration. Cost savings in FY2022 due to client needs are low in this area and will not affect client support.
2006	Employment Support	200	Cost of employment assistance such as interview clothes, DMV records, ID Cards or birth certificates. Cost savings in FY2022 due to client needs are low in this area and will not affect client support. Cost savings in FY2022 due to client needs are low in this area and will not affect client support.
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (Program Supplies)	2,000	Cost to supply showers trailer with items such as soap, shampoo, and towels for client usage. Staff members will use resources available in community without affecting client support.
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		38,728	
3001	Telecommunications	7,328	Cost of landline telephone services, cell phones service, data connectivity.
3002	Printing/Postage	270	Anticipating courier services and postage necessary for program. Business cards and other special printing in bulk that is less cost effective to outsource rather than utilization of a copier.
3003	Office, Household & Program Supplies	850	Includes desk supplies & minor equipment used by staff in the course of providing services.
3004	Advertising	-	
3005	Staff Development & Training	545	Minor shared cost for continuation of staff development and training. Also, includes HMIS training fees.
3006	Staff Mileage	50	Reimbursements to staff for personal vehicle use when lease vehicle not available and require to provide services or other program needs, paid at IRS rate. Any travel transportation fees, such as parking fees.
3007	Subscriptions & Memberships	100	Minor shared cost of special subscription necessary for staff to provide services or job tasks, such as an online subscription.
3008	Vehicle Maintenance	15,325	Auto repairs & maintenance required to maintain 1 leased truck to haul client showers, 1 leased van and 1 shared leased vehicle for client transportation and program needs, such as oil changes and car washes. Yearly cost of GPS vehicle tracking service, fuel and DVM fees.
3009	Other (Staff Recruitment)	350	Thorough background check and drug testing.
3010	Other (Insurance)	13,910	Direct expense to program for general, professional liability, personal property, accidental, and auto insurance.

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
3011	Other (specify)	-	
3012	Other (specify)	-	
4000: DIRECT FACILITIES & EQUIPMENT		41,794	
4001	Building Maintenance	10,331	Shared expenses for service agreements such as copier maintenance, janitorial services, security alarm. Also includes business licenses & taxes, facility supplies, minor building repairs and maintenance to facility. This line item also other miscellaneous expenses necessary for building maintenance including anticipated moving fees. Annual Janitorial Services to maintain client showers clean. This line was reduced due to the impact of no bottom line increase to total budget for the 3rd year. Reduction to repairs and maintenance and available facility supplies.
4002	Rent/Lease Building	8,899	Share cost of building space, anticipating moving locations.
4003	Rent/Lease Equipment	1,710	Shared copier lease.
4004	Rent/Lease Vehicles	18,530	The cost of 1 shared lease vehicle and 1 leased van to assist with program and client needs and cost of 1 lease truck to haul client showers.
4005	Security	-	
4006	Utilities	2,324	Shared cost of gas and electric.
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	
5000: DIRECT SPECIAL EXPENSES		11,836	
5001	Consultant (Network & Data Management)	11,686	Kings View Information Technology Department (KVIT) will provide hardware and software support successful data collection. Information services and management consisting of managed internet service provider, network and desktop management, project management, technology procurement, telecommunication management, strategic technology planning, system documentation, application/data hosting, access to data/documents/application 24/7. After hours support via email and phone 24/7.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	150	Anticipating translation services to assist clients.
5005	Other (specify)	-	
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	
6000: INDIRECT EXPENSES		37,343	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Liability):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Other (Administrative & General Fees)	37,343	Expenses to this line item ranges from salaries and benefits to operating expenses such as rent, utilities & supplies generated by corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions supporting program based on our Cost Allocation Plan.
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	
7000: DIRECT FIXED ASSETS		775	
7001	Computer Equipment & Software	675	Computer software needs to support staff & anticipating shared cost for replacement of computer equipment.
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	100	Anticipating shared cost for replacement of furniture needs.
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)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 410,777

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:		410,777	
BUDGET CHECK:		-	

STREET OUTREACH TEAM AND RURAL SUPPORT
Kings View
Fiscal Year (FY) 2023-24

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Executive Director	0.03	\$ 5,677		\$ 5,677
1102	Regional Director	0.07	8,867		8,867
1103	Accountant	0.10	5,761		5,761
1104	Quality Improvement Data Analyst	0.06	4,241		4,241
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.26	\$ 24,546		\$ 24,546
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Manager	0.40		\$ 41,531	\$ 41,531
1117	Outreach Worker	5.00		207,480	207,480
1118	Lead Outreach Worker	1.00		45,526	45,526
1119				-	-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		6.40		\$ 294,537	\$ 294,537
Direct Personnel Salaries Subtotal		6.66	\$ 24,546	\$ 294,537	\$ 319,083
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 111	\$ 1,342	\$ 1,453
1202	Worker's Compensation		318	3,815	4,133
1203	Health Insurance		2,182	26,184	28,366
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Direct Employee Benefits Subtotal:			\$ 2,611	\$ 31,341	\$ 33,952
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		1,878	22,532	24,410
1303	SUI		174	2,084	2,258
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 2,052	\$ 24,616	\$ 26,668
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:					
			\$ 29,209	\$ 350,494	\$ 379,703

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	8%	92%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	10,000
2003	Client Transportation & Support	500
2004	Clothing, Food, & Hygiene	12,000
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 22,500

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 4,000
3002	Printing/Postage	450
3003	Office, Household & Program Supplies	650
3004	Advertising	-
3005	Staff Development & Training	1,000
3006	Staff Mileage	50
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	16,601
3009	Other (specify)	500
3010	Other (specify)	9,686
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 32,937

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 4,306
4002	Rent/Lease Building	9,920
4003	Rent/Lease Equipment	800
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	3,090
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 18,116

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 12,360
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 12,360

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	55,477
6009	Other (specify)	-
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 55,477

INDIRECT COST RATE	11.90%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 580
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	
7003	Furniture & Fixtures	
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		\$ 580

TOTAL PROGRAM EXPENSES	\$ 521,673
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PROGRAM FUNDING SOURCES

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	\$ -
REALIGNMENT TOTAL		\$ -

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	Grants (Homeless Housing, Assistance and Prevention)	521,673
8404	Other (Specify)	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 521,673

TOTAL PROGRAM FUNDING SOURCES:	\$ 521,673
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NET PROGRAM COST:	\$ -
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STREET OUTREACH TEAM AND RURAL SUPPORT
Kings View
Fiscal Year (FY) 2023-24

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 %
Executive Director	PATH SMHS/Fresno	0.04
	PATH OEL/Fresno	0.04
	PATH STARS/Fresno	0.03
	Blue Sky/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.03
	Metro CIT/Fresno	0.02
	Map Point/Fresno	0.01
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH	0.07
	Shasta	0.09
	Tulare	0.23
	Madera	0.06
	Kings	0.17
	Administrative Department	0.12
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Regional Director	PATH SMHS/Fresno	0.085
	PATH OEL/Fresno	0.080
	PATH STARS/Fresno	0.070
	Blue Sky/Fresno	0.110
	Rural Crisis Intervention/Fresno	0.160
	Metro CIT/Fresno	0.250
	Map Point/Fresno	0.050
	FURS/Fresno	0.030
	Suicide Prevention Follow-up Call/Fresno	0.010
	CVSPH	0.095
	Madera	0.060
	Total	

Position	Contract #/Name/Department/County	FTE %
Accountant	PATH SMHS/Fresno	0.07
	PATH OEL/Fresno	0.10
	PATH STARS/Fresno	0.10
	Blue Sky/Fresno	0.10
	Rural Crisis Intervention/Fresno	0.12
	Metro CIT/Fresno	0.10
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH	0.05
	Shasta	0.07
	Finance Department	0.25
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Quality Improvement Data Analyst	PATH SMHS/Fresno	0.05
	PATH OEL/Fresno	0.05
	PATH STARS/Fresno	0.06
	Blue Sky/Fresno	0.12
	Rural Crisis Intervention/Fresno	0.25
	Metro CIT/Fresno	0.12
	Map Point/Fresno	0.07
	FURS/Fresno	0.03
	Shasta	0.20
	Quality & Performance Improvement Department	0.05
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Manager	PATH SMHS/Fresno	0.25
	PATH OEL/Fresno	0.35
	PATH STARS/Fresno	0.40
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

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

STREET OUTREACH TEAM AND RURAL SUPPORT
Kings View
Fiscal Year (FY) 2023-24 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		379,703	
Administrative Positions		24,546	
1101	Executive Director	5,677	Position will provide agency specific staff oversight and represent and maintain the collaborative relationship between agencies. Annual rate was reverted back to original approved contract for this fiscal year based on previous Executive Director. Only the FTE was decreased from previous year and reverted back to fiscal year 1 based on anticipated program needs.
1102	Regional Director	8,867	Provide program management and direction. Ensures operations are running smoothly and in compliance with contract requirements. Annual rate was reverted back to original approved contract for this fiscal year based on previous Regional Director. Only the FTE was increased from previous year based time study results. Adjustments to the estimated time came from decreasing FTEs in other programs.
1103	Accountant	5,761	Prepares and provides budget guidance, monthly invoicing and other fiscal services. Annual rate was reverted back to original approved contract for this fiscal year. Only the FTE was increased from previous year based time study results. Adjustments to the estimated time came from decreasing FTEs in other programs.
1104	Quality Improvement Data Analyst	4,241	This position will perform a wide range of duties to support data collection, management, and reporting needs for all collaborative partnerships. Annual rate was reverted back to original approved contract for this fiscal year based on previous Data Analyst. Only the FTE was increased from previous year based time study results. Adjustments to the estimated time came from decreasing FTEs in other programs.
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		294,537	
1116	Program Manager	41,531	Provides supervision of all staff and direct oversight of program management. Decrease from previous annual rate to reflect new replacement's current rate and increased FTE based on estimated time working with the program. Using cost savings to create one regular Outreach Worker to a lead position.
1117	Outreach Worker	207,480	Provides outreach and engagement services, provides linkage to needed services. Annual rate was reverted back to original approved contract for this fiscal year
1118	Lead Outreach Worker	45,526	Acts as a team liaison between the Program Manager and Outreach Workers, provides training and field assistance to Outreach Workers as needed, represents PATH in rural community meetings, as needed. Increase to line item due to available funding. Used cost savings from Program Manager's position in addition to total budget increased by \$208,082 in FY2023 allowing for needed position not originally included in the first year.
1119	0	-	
1120	0	-	
1121	0	-	
1122	0	-	
1123	0	-	
1124	0	-	
1125	0	-	
1126	0	-	
1127	0	-	
1128	0	-	
1129	0	-	
1130	0	-	
1131	0	-	
1132	0	-	
1133	0	-	
1134	0	-	
Direct Employee Benefits			
1201	Retirement	1,453	Cost of 401K; estimated at .46% from total salaries based on estimated program trends.

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1202	Worker's Compensation	4,133	Workers Comp Insurance; estimated at 1.30% from total salaries based on estimated program trends.
1203	Health Insurance	28,366	Cost of Medical, Vision, Dental, Life and Long Term Disability Insurance; estimated at 8.89% from total salaries based on estimated program trends.
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		26,668	
1301	OASDI	-	
1302	FICA/MEDICARE	24,410	Cost of FICA/Medicare; estimated at 7.65% from total salaries.
1303	SUI	2,258	Cost of SUI; estimated at .71% from total salaries.
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	

2000: DIRECT CLIENT SUPPORT		22,500	
2001	Child Care	-	
2002	Client Housing Support	10,000	Support clients with things such as rent, security deposits, board and care, emergency housing such as hotels/motels, groceries, utilities, and household supplies. After reoccurring expenses and estimated inflation rates are budgeted for operating expenses this line was reduced due to available funds and current trends.
2003	Client Transportation & Support	500	Provides bus passes, bus tokens or any transportation assistance for clients, such as taxi service or gas. After reoccurring expenses and estimated inflation rates are budgeted for operating expenses this line was reduced due to available funds and current trends.
2004	Clothing, Food, & Hygiene	12,000	Outreach expenses that support clients with clothing, food, water, blankets, and hygiene supplies. Clothing items consist of the following: Shirts, pants, shorts, shoes, underwear, outerwear (jackets, beanies, gloves, socks, etc.) and any other wearable items to protect clients from the weather elements. Also, includes miscellaneous client support items such as pet food, groceries, DMV identification, and birth certificates. After reoccurring expenses and estimated inflation rates are budgeted for operating expenses this line was reduced due to available funds and current trends.
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (specify)	-	
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		32,937	
3001	Telecommunications	4,000	Cost of landline telephone services, cell phones service, data connectivity.
3002	Printing/Postage	450	Business cards and other special printing in bulk that is less cost effective to outsource rather than utilization of a copier.
3003	Office, Household & Program Supplies	650	Includes desk supplies & minor equipment used by staff in the course of providing services.
3004	Advertising	-	
3005	Staff Development & Training	1,000	Minor shared cost for continuation of staff development and training. Includes, registration cost, travel transportation, staff meals, and lodging expenses. Includes HMIS training cost.
3006	Staff Mileage	50	Reimbursements to staff for personal vehicle use when lease vehicle not available and require to provide services or other program needs, paid at IRS rate. Any travel transportation fees, such as parking fees. Reduction due to current trends.
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	16,601	Minor auto repairs & maintenance required to maintain 2 vans for client transportation and program needs, such as oil changes and car washes. Cost of GPS, vehicle tracking service, and auto fuel. Anticipating vandalism to reduce at new location, reducing overall available funds for repairs in this fiscal year.
3009	Other (specify)	500	Thorough background checks, drug testing, job postings, and bilingual testing.
3010	Other (specify)	9,686	Direct expense to program for general, professional liability, personal property, accidental, and auto insurance. Due to inflation the cost of insurance is expected to continue increasing.

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		18,116	
4001	Building Maintenance	4,306	Share cost for copier maintenance, inspection services, pest control, alarm services, janitorial services, facility supplies, minor building repairs and maintenance, and other necessary expenses necessary to provide services. Deduction from previous year due to reduction of moving expenses included on last fiscal year.
4002	Rent/Lease Building	9,920	Shared cost of building lease.
4003	Rent/Lease Equipment	800	Shared copier lease.
4004	Rent/Lease Vehicles	-	
4005	Security	-	
4006	Utilities	3,090	Shared cost of gas and electric.
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		12,360	
5001	Consultant (Network & Data Management)	12,360	Kings View Information Technology Department (KVIT) will provide hardware and software support successful data collection. Information services and management consisting of managed internet service provider, network and desktop management, project management, technology procurement, telecommunication management, strategic technology planning, system documentation, application/data hosting, access to data/documents/application 24/7. After hours support via email and phone 24/7.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	Other (specify)	-	
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		55,477	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	55,477	Expense combined this year due to same GL account number. Expenses to this line item ranges from salaries and benefits to operating expenses such as rent, utilities, & supplies generated by corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions supporting program based on our Cost Allocation Plan.
6009	Other (specify)	-	
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		580	
7001	Computer Equipment & Software	580	Computer software needs to support staff & anticipating shared cost for replacement of computer equipment. Reduction from previous year due to line item not including new equipment for staff expansion.
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	-	
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)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	521,673
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	521,673
BUDGET CHECK:	-

STREET OUTREACH TEAM AND RURAL SUPPORT
Kings View
Fiscal Year (FY) 2024-25

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Executive Director	0.03	\$ 5,847		\$ 5,847
1102	Regional Director	0.07	9,133		9,133
1103	Accountant	0.10	5,935		5,935
1104	Quality Improvement Data Analyst	0.06	4,368		4,368
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.26	\$ 25,283		\$ 25,283
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Manager	0.40		\$ 42,779	\$ 42,779
1117	Outreach Worker	5.00		213,704	213,704
1118	Lead Outreach Worker	1.00		46,897	46,897
1119				-	-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		6.40		\$ 303,380	\$ 303,380
			Admin	Program	Total
Direct Personnel Salaries Subtotal		6.66	\$ 25,283	\$ 303,380	\$ 328,663
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 115	\$ 1,382	\$ 1,497
1202	Worker's Compensation		327	3,930	4,257
1203	Health Insurance		2,753	33,038	35,791
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Direct Employee Benefits Subtotal:			\$ 3,195	\$ 38,350	\$ 41,545
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		1,934	23,209	25,143
1303	SUI		179	2,147	2,326
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 2,113	\$ 25,356	\$ 27,469
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			Admin	Program	Total
			\$ 30,591	\$ 367,086	\$ 397,677

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	8%	92%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	10,000
2003	Client Transportation & Support	500
2004	Clothing, Food, & Hygiene	12,000
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 22,500

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 4,000
3002	Printing/Postage	450
3003	Office, Household & Program Supplies	650
3004	Advertising	-
3005	Staff Development & Training	1,000
3006	Staff Mileage	50
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	17,099
3009	Other (specify)	500
3010	Other (specify)	9,686
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 33,435

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 4,340
4002	Rent/Lease Building	9,920
4003	Rent/Lease Equipment	800
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	3,152
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 18,212

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 12,360
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 12,360

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	57,687
6009	Other (specify)	-
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 57,687

INDIRECT COST RATE	11.90%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 580
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	
7003	Furniture & Fixtures	
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		\$ 580

TOTAL PROGRAM EXPENSES	\$ 542,451
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PROGRAM FUNDING SOURCES

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	\$ -
REALIGNMENT TOTAL		\$ -

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	Grants (Homeless Housing, Assistance and Prevention)	28,796
8404	Other (American Rescue Act Plan)	513,655
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 542,451

TOTAL PROGRAM FUNDING SOURCES:	\$ 542,451
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NET PROGRAM COST:	\$ -
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STREET OUTREACH TEAM AND RURAL SUPPORT
Kings View
Fiscal Year (FY) 2024-25

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 %
Executive Director	PATH SMHS/Fresno	0.04
	PATH OEL/Fresno	0.04
	PATH STARS/Fresno	0.03
	Blue Sky/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.03
	Metro CIT/Fresno	0.02
	Map Point/Fresno	0.01
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH	0.17
	Shasta	0.09
	Tulare	0.23
	Madera	0.06
	Kings	0.17
	Administrative Department	0.02
	Total	

Position	Contract #/Name/Department/County	FTE %
Regional Director	PATH SMHS/Fresno	0.085
	PATH OEL/Fresno	0.080
	PATH STARS/Fresno	0.070
	Blue Sky/Fresno	0.110
	Rural Crisis Intervention/Fresno	0.160
	Metro CIT/Fresno	0.250
	Map Point/Fresno	0.050
	FURS/Fresno	0.030
	Suicide Prevention Follow-up Call/Fresno	0.010
	CVSPH	0.095
	Madera	0.060
	Total	

Position	Contract #/Name/Department/County	FTE %
Accountant	PATH SMHS/Fresno	0.07
	PATH OEL/Fresno	0.07
	PATH STARS/Fresno	0.10
	Blue Sky/Fresno	0.10
	Rural Crisis Intervention/Fresno	0.12
	Metro CIT/Fresno	0.10
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH	0.05
	Shasta	0.07
	Finance Department	0.28
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Quality Improvement Data Analyst	PATH SMHS/Fresno	0.05
	PATH OEL/Fresno	0.05
	PATH STARS/Fresno	0.06
	Blue Sky/Fresno	0.12
	Rural Crisis Intervention/Fresno	0.25
	Metro CIT/Fresno	0.12
	Map Point/Fresno	0.07
	FURS/Fresno	0.03
	Shasta	0.20
	Quality & Performance Improvement Department	0.05
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Manager	PATH SMHS/Fresno	0.25
	PATH OEL/Fresno	0.35
	PATH STARS/Fresno	0.40
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

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

STREET OUTREACH TEAM AND RURAL SUPPORT
Kings View
Fiscal Year (FY) 2024-25 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		397,677	
Administrative Positions		25,283	
1101	Executive Director	5,847	Position will provide agency specific staff oversight and represent and maintain the collaborative relationship between agencies. 3% increase from approve rate on previous fiscal year is being captured in this line item.
1102	Regional Director	9,133	Provide program management and direction. Ensures operations are running smoothly and in compliance with contract requirements. 3% increase from from approve rate on previous fiscal year is being captured in this line item.
1103	Accountant	5,935	Prepares and provides budget guidance, monthly invoicing and other fiscal services. 3% increase from from approve rate on previous fiscal year is being captured in this line item.
1104	Quality Improvement Data Analyst	4,368	This position will perform a wide range of duties to support data collection, management, and reporting needs for all collaborative partnerships. 3% increase from from approve rate on previous fiscal year is being captured in this line item.
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		303,380	
1116	Program Manager	42,779	Provides supervision of all staff and direct oversight of program management. 3% increase from from approve rate on previous fiscal year is being captured in this line item.
1117	Outreach Worker	213,704	Provides outreach and engagement services, provides linkage to needed services. 3% increase from from approve rate on previous fiscal year is being captured in this line item.
1118	Lead Outreach Worker	46,897	Acts as a team liaison between the Program Manager and Outreach Workers, provides training and field assistance to Outreach Workers as needed, represents PATH in rural community meetings, as needed. 3% increase from from approve rate on previous fiscal year is being captured in this line item.
1119	0	-	
1120	0	-	
1121	0	-	
1122	0	-	
1123	0	-	
1124	0	-	
1125	0	-	
1126	0	-	
1127	0	-	
1128	0	-	
1129	0	-	
1130	0	-	
1131	0	-	
1132	0	-	
1133	0	-	
1134	0	-	
Direct Employee Benefits		41,545	
1201	Retirement	1,497	Cost of 401K; estimated at .46% from total salaries based on estimated program trends.
1202	Worker's Compensation	4,257	Workers Comp Insurance; estimated at 1.30% from total salaries based on estimated program trends.
1203	Health Insurance	35,791	Cost of Medical, Vision, Dental, Life and Long Term Disability Insurance; estimated at 10.89% from total salaries based on estimated program trends and anticipating higher expense.
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		27,469	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1301	OASDI	-	
1302	FICA/MEDICARE	25,143	Cost of FICA/Medicare; estimated at 7.65% from total salaries.
1303	SUI	2,326	Cost of SUI; estimated at .71% from total salaries.
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	

2000: DIRECT CLIENT SUPPORT		22,500	
2001	Child Care	-	
2002	Client Housing Support	10,000	Support clients with things such as rent, security deposits, board and care, emergency housing such as hotels/motels, groceries, utilities, and household supplies.
2003	Client Transportation & Support	500	Provides bus passes, bus tokens or any transportation assistance for clients, such as taxi service or gas.
2004	Clothing, Food, & Hygiene	12,000	Outreach expenses that support clients with clothing, food, water, blankets, and hygiene supplies. Clothing items consist of the following: Shirts, pants, shorts, shoes, underwear, outerwear (jackets, beanies, gloves, socks, etc.) and any other wearable items to protect clients from the weather elements. Also, includes miscellaneous client support items such as pet food, groceries, DMV identification, and birth certificates. Overall bottom line budget increase allowing to increase funds to area of need.
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (specify)	-	
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		33,435	
3001	Telecommunications	4,000	Cost of landline telephone services, cell phones service, data connectivity.
3002	Printing/Postage	450	Business cards and other special printing in bulk that is less cost effective to outsource rather than utilization of a copier.
3003	Office, Household & Program Supplies	650	Includes desk supplies & minor equipment used by staff in the course of providing services.
3004	Advertising	-	
3005	Staff Development & Training	1,000	Minor shared cost for continuation of staff development and training. Includes, registration cost, travel transportation, staff meals, and lodging expenses. Includes HMIS training cost.
3006	Staff Mileage	50	Reimbursements to staff for personal vehicle use when lease vehicle not available and require to provide services or other program needs, paid at IRS rate. Any travel transportation fees, such as parking fees. Reduction due to current trends.
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	17,099	Minor auto repairs & maintenance required to maintain 2 vans for client transportation and program needs, such as oil changes and car washes. Cost of GPS, vehicle tracking service, and auto fuel. Anticipating vandalism to reduce at new location, reducing overall available funds for repairs in this fiscal year.
3009	Other (specify)	500	Thorough background checks, drug testing, job postings, and bilingual testing.
3010	Other (specify)	9,686	Direct expense to program for general, professional liability, personal property, accidental, and auto insurance. Due to inflation the cost of insurance is expected to continue increasing.
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		18,212	
4001	Building Maintenance	4,340	Share cost for copier maintenance, inspection services, pest control, alarm services, janitorial services, facility supplies, minor building repairs and maintenance, and other necessary expenses necessary to provide services.
4002	Rent/Lease Building	9,920	Shared cost of building lease.
4003	Rent/Lease Equipment	800	Shared copier lease.
4004	Rent/Lease Vehicles	-	
4005	Security	-	
4006	Utilities	3,152	Shared cost of gas and electric.
4007	Other (specify)	-	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		12,360	
5001	Consultant (Network & Data Management)	12,360	Kings View Information Technology Department (KVIT) will provide hardware and software support successful data collection. Information services and management consisting of managed internet service provider, network and desktop management, project management, technology procurement, telecommunication management, strategic technology planning, system documentation, application/data hosting, access to data/documents/application 24/7. After hours support via email and phone 24/7.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	Other (specify)	-	
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		57,687	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	57,687	Expenses to this line item ranges from salaries and benefits to operating expenses such as rent, utilities, & supplies generated by corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions supporting program based on our Cost Allocation Plan.
6009	Other (specify)	-	
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		580	
7001	Computer Equipment & Software	580	Computer software needs to support staff & anticipating shared cost for replacement of computer equipment.
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	-	
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)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 542,451

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 542,451

BUDGET CHECK: -

DBH VISION:

Health and well-being for our community.

DBH MISSION:

DBH, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery

- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

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

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes

- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

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

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

FRESNO COUNTY BEHAVIORAL 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 behavioral health services. Behavioral 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, contractor's employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County DBH. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Behavioral Health Compliance Training Acknowledgment and Agreement form and return this form to the Compliance officer or designee.

Contractor and its employees and subcontractor shall:

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for behavioral health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County.
3. Treat County employees, beneficiaries, and other behavioral health contractors fairly and with respect.
4. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
8. Act promptly to investigate and correct problems if errors in claims or billing are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by County employees or other behavioral 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.
12. Immediately contact the DBH Business Office inbox using the DBHADPBusinessOffice@fresnocountyca.gov and your assigned DBH analyst and report any overpayment.

SUBSTANCE ABUSE PREVENTION AND TREATMENT (SABG) SPECIFIC REQUIREMENTS

Fresno County, through the Department of Behavioral Health, makes Substance Use Disorder (SUD) treatment services available throughout the county to eligible persons served through funds provided under an Substance Abuse Block Grant (SABG) with the California Department of Health Care Services. The County, and all contracted providers, must comply with the terms of the SABG application, and any amendments thereto, including but not limited to the following:

1. STATE ALCOHOL AND DRUG REQUIREMENTS

A. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.

B. INDEPENDENT CONTRACTOR

The CONTRACTOR and the agents and employees of CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

C. CONFIDENTIALITY

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

CONTRACTOR shall ensure that all of its employees sign a written Confidentiality Oath, attached hereto as Attachment A, before they begin employment with CONTRACTOR and shall renew said document annually thereafter. CONTRACTOR shall retain each employee's written confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the termination of this agreement.

D. REVENUE COLLECTION POLICY

CONTRACTOR shall conform to all policies and procedures regarding revenue collection issued by the State under the provisions of the Health and Safety Code, Division 10.5.

E. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

CONTRACTOR agrees that all funds paid out by the State shall be used exclusively for providing alcohol and/or drug program services, administrative costs, and allowable

overhead.

F. ACCESS TO SERVICES

CONTRACTOR shall provide accessible and appropriate services in accordance with Federal and State statutes and regulations to all eligible persons.

G. REPORTS

CONTRACTOR agrees to participate in surveys related to the performance of this Agreement and expenditure of funds and agrees to provide any such information in a mutually agreed upon format.

H. AUDITS

All State and Federal funds furnished to the CONTRACTOR(S) pursuant to this Agreement along with related patient fees, third party payments, or other related revenues and funds commingled with the foregoing funds are subject to audit by the State. The State may audit all alcohol and drug program revenue and expenditures contained in this Agreement for the purpose of establishing the basis for the subsequent year's negotiation.

I. RECORDS MAINTENANCE

1) CONTRACTOR shall maintain books, records, documents, and other evidence necessary to monitor and audit this Agreement.

2) CONTRACTOR shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each individual shall include, but not be limited to, admission records, person served interviews and progress notes, and records of service provided by various service locations, in sufficient detail to make possible an evaluation of services provided and compliance with this Agreement.

3) CONTRACTOR shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor and require that copies of the working papers shall be made for DHCS at its request.

2. CONTROL REQUIREMENTS

Performance under this Agreement is subject to all applicable Federal and State laws, regulations and standards. CONTRACTOR(S) shall establish written procedures consistent with the Control requirements. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

These requirements include, but may not be limited to, those set forth in this Agreement, and:

A. HSC, Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.

B. California Code of Regulations (CCR), Title 9, Division 4, commencing with Chapter 1(herein referred to as Title 9).

C. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.

D. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.

E. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.

F. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

G. CFR, Title 45, Part 96, Block Grants.

H. CFR, Title 42, Part 2, Confidentiality of Substance Use Disorder Patient Records.

I. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.

J. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.

K. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures.

3. MINIMUM QUALITY DRUG TREATMENT STANDARDS

CONTRACTOR shall comply with the Minimum Quality Drug Treatment Standards for SABG for all SUD treatment programs. The Minimum Quality Drug Treatment Standards are attached hereto and by this reference incorporated herein as Attachment D.

4. SALARY RESTRICTION

CONTRACTOR agrees that no part of any federal funds provided under this Contract shall be used by CONTRACTOR to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule as found online at: https://grants.nih.gov/grants/policy/salcap_summary.htm.

Executive salaries shall be provided to COUNTY in the annual Provider Risk Assessment and/or upon request.

SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

Note that indirect costs can only be allocated to SABG contracted services using any of the following cost allocation methodologies; percentage of direct cost, percentage of direct salary cost, or federally-approved indirect cost rate.

5. PERINATAL PRACTICE GUIDELINES

CONTRACTOR shall comply with the perinatal program requirements as outlined in the current version of the Perinatal Practice Guidelines available online at:

<https://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx>

6. RESTRICTIONS ON USE OF SUBSTANCE ABUSE BLOCK GRANT (SABG) FUNDS TO PAY FOR SERVICES REIMBURSABLE BY MEDI-CAL

CONTRACTOR shall ensure that billing SABG funds only occurs for services that are not reimbursable by Medi-Cal. If CONTRACTOR utilizes SABG funds to pay for a service included in the DMC-ODS, CONTRACTOR shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available. This documentation shall be provided to COUNTY at the time of billing and retained in the person served's file for review.

7. BARRIERS TO SERVICES

CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations. CONTRACTOR shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

- A. Lack of educational materials or other resources for the provision of services.
- B. Geographic isolation and transportation needs of persons seeking services or remoteness of services.
- C. Institutional, cultural, and ethnicity barriers.
- D. Language differences.
- E. Lack of service advocates.
- F. Failure to survey or otherwise identify the barriers to service accessibility.
- G. Needs of persons with a disability.

8. RISK ASSESSMENT

CONTRACTOR shall comply with the sub-recipient pre-award risk assessment requirements contained in 45 CFR 72.205. COUNTY shall review the merit and risk associated with each potential CONTRACTOR annually prior to making an award. COUNTY shall perform and document annual sub-recipient pre-award risk assessments for each CONTRACTOR and retain documentation for audit purposes.

9. CALIFORNIA OUTCOMES MEASUREMENT SYSTEM FOR TREATMENT (CALOMS-TX)

CONTRACTOR shall comply with the CalOMS-Tx data collection requirements for submission of data to COUNTY. CONTRACTOR shall submit admission, discharge, annual update, resubmission of records containing errors or in need of correction, and "provider no activity" report records in a format approved by COUNTY.

10. CAPACITY REPORTING

CONTRACTOR shall ensure that if their program reaches or exceeds 90 percent of dedicated capacity CONTRACTOR shall report this information to COUNTY and DHCSOWPS@dhcs.ca.gov within four days of reaching capacity.

11. DRUG AND ALCOHOL TREATMENT ACCESS REPORT (DATAR)

CONTRACTOR shall submit monthly DATAR reports by the 5th of the month following the report activity month. CONTRACTOR shall be considered compliant if a minimum of 95 percent of required DATAR reports are received by the due date.

12. CHARITABLE CHOICE

CONTRACTOR shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. CONTRACTOR may not discriminate in its program delivery against a person served or potential person served on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTOR must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DBH Contracts Division – Substance Use Disorder (SUD) Services a copy of its policy on referring individuals to alternate treatment CONTRACTOR and include a copy of this policy in its admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program and include a notice to SUD Services. Adherence to this policy will be monitored during annual site reviews, and a review of person served files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to SUD Services the number of individuals who requested referrals to alternate providers based on religious objection.

13. DRUG FREE WORKPLACE

CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act of 1990 (California Government Code section 8350).

14. SUBCONTRACT PROVISIONS

The following contract provisions are required to be included in all agreements verbatim by the Department of Health Care Services. Any references to “County” in the foregoing clauses shall apply to the CONTRACTORS noted in Exhibit A of this agreement.

A. ADDITIONAL CONTRACT RESTRICTIONS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

C. NO UNLAWFUL USE OR UNLAWFUL MESSAGE REGARDING DRUGS

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

CONTRACTOR must sign the Unlawful Use of Drugs and Alcohol Certification, attached hereto as Attachment B, incorporated herein by reference and made part of this Agreement, agreeing to uphold the obligations of HSC 11999 – 11999.3.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subcontractor that is a private entity is determined to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message.

D. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

E. DEBARMENT AND SUSPENSION

COUNTY shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

F. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

G. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA) OF 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

1. Trading Partner Requirements

a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

H. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

These regulations prohibit discrimination against nongovernmental organizations and certain individuals on the basis of religion in the distribution of government funds to provide substance abuse services and to allow the organizations to accept the funds to provide the services to the individuals without impairing the religious character of the organizations or the religious freedom of the individuals.

I. COUNSELOR CERTIFICATION

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

J. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/cas/standards>

CONTRACTOR must comply with 42 CFR 438.206(c)(2). CONTRACTOR shall promote the delivery of services in a culturally competent manner to all persons served, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. CONTRACTOR shall provide effective, equitable, understandable and respectful quality of care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.

K. INTRAVENOUS DRUG USE (IVDU) TREATMENT

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

L. TUBERCULOSIS TREATMENT

County shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to individuals receiving treatment.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

M. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

CONTRACTOR, CONTRACTOR's employees, subrecipients, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subrecipient that is a private entity is determined to have violated a prohibition of the TVPA or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the TVPA through conduct that is either associated with performance under the award or imputed to the CONTRACTOR or their subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).

CONTRACTOR must inform the DBH Director or her designee immediately of any information received from any source alleging a violation of a prohibition of the TVPA.

CONTRACTOR must sign a certification annually acknowledging the Trafficking Victims Protection Act of 2000 requirements (TVPA Certification), attached hereto as Attachment C, incorporated herein by reference and made part of this Agreement and must require all employees to complete annual TVPA training.

N. TRIBAL COMMUNITIES AND ORGANIZATIONS

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

O. MARIJUANA RESTRICTION

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

P. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR’S ASSOCIATION OF CALIFORNIA

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

Q. ADOLESCENT BEST PRACTICES GUIDELINES

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

R. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award

covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

S. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

T. FEDERAL LAW REQUIREMENTS

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E)

U. STATE LAW REQUIREMENTS

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

V. ADDITIONAL CONTRACT RESTRICTIONS

1. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

2. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

W. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

1. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

15. FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

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

A. DBH and CONTRACTOR recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, DBH will be referred to as the "prospective recipient".

B. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1) The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) The prospective recipient of funds agrees by entering into this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this

covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective person served shall attach an explanation to this Agreement.

4) The CONTRACTOR shall provide immediate written notice to DBH if at any time CONTRACTOR learns that its certification in this clause of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to this clause of this Agreement, and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6) The certification in this clause of this Agreement is a material representation of fact upon which reliance was placed by COUNTY when this transaction was entered into.

C. CONTRACTOR shall not employ or subcontract with any party listed in the government wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If CONTRACTOR employs or subcontracts an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

D. If CONTRACTOR subcontracts or employs an excluded party, COUNTY and DHCS have the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

1) By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

2) By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

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

(b) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty

that seriously affects its business honesty;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

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

(e) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(f) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(g) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

E. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DBH Program Contract Manager.

F. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

G. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DBH may terminate this Agreement for cause or default.

16. SMOKING-FREE WORKPLACE CERTIFICATION

(Applicable to federally funded agreements and subcontracts, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an

administrative compliance order on the responsible party.

C. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

D. Contractor further agrees that it will insert this certification into any subawards entered into that provide for children's services as described in the Act.

17. ADA CONSIDERATIONS

CONTRACTOR shall ensure that physical access, reasonable accommodations, and accessible equipment for persons served with physical or mental disabilities are provided to all persons served in accordance with CFR Title 45, Part 84 and the American with Disabilities Act.

18. INTERIM SERVICES

CONTRACTOR must adhere to the State-County Contract requirement to provide Interim Services in the event that an individual must wait to be placed in treatment.

Interim Substance Abuse Services means services that are provided until an individual is admitted to a substance abuse treatment program. The purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure the HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

Records must indicate evidence that Interim Services have been provided and documentation will be reviewed for compliance.



Smartcare Software and Hardware Requirements for Customer Workstations

Last Updated: 3/11/2022

Operating System(s) Supported:

- Windows 10 or later.
- Apple IOS 11+

Browsers Supported:

- Google Chrome
- Microsoft Edge (Windows only)

Hardware Requirements:

- 2.0+ GHz multi-core processor.
- 8GB of free RAM
- 10GB of free disk space
- Broadband (10MBps+) Internet Connection

Document Scanning Hardware:

- TWAIN-Compatible Sheet Fed scanner directly connected to the workstation. Our partner supports many brands and can provide a compatibility testing link upon request.

Insurance Card Scanning Hardware:

- Ambir ImageScan Pro 490i Duplex ID Card and Document Scanner

Signature Pad Hardware and Software:

- SmartCare supports Topaz-branded USB signature pads directly connected to the workstation. T-LBK460-HSB-R is the recommended model.
- Topaz SIGWEB drivers (available from Topaz).

ELECTRONIC SIGNATURE AGREEMENT

This Agreement governs the rights, duties, and responsibilities of _____
 County in the use of an electronic signature in _____ County.

The undersigned understands that this Agreement describes my obligations to protect my electronic signature, and to notify appropriate authorities if it is stolen, lost, compromised, unaccounted for, or destroyed. I agree to the following terms and conditions:

- I agree that my electronic signature will be valid for one year from date of issuance or earlier if it is revoked or terminated per the terms of this agreement.
- I will be notified and given the opportunity to renew my electronic signature each year prior to its expiration. The terms of this Agreement shall apply to each such renewal.
- I will use my electronic signature to establish my identity and sign electronic documents and forms.
- I am solely responsible for protecting my electronic signature.
- If I suspect or discover that my electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then I will immediately notify the County Alcohol and Drug Administrator or his/her designee and request that my electronic signature be revoked.
- I will then immediately cease all use of my electronic signature.
- I agree to keep my electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.
- I will immediately request that my electronic signature be revoked if I discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way.
- I understand that I may also request revocation at any time for any other reason.
- If I have requested that my electronic signature be revoked, or I am notified that someone has requested that my electronic signature be suspended or revoked, and I suspect or discover that it has been or may be compromised or subjected to unauthorized use in any way, I will immediately cease using my electronic signature. I will also immediately cease using my electronic signature upon termination of employment or termination of this Agreement.
- I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Requestor
 Signature _____ Date _____
 Requestor
 Printed Name _____
 Approver
 Signature _____ Date _____
 Title _____

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at <https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

- The reporting portal is available 24 hours a day, every day.
- Any employee of the CONTRACTOR can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the CONTRACTOR can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the CONTRACTOR's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.
- Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the DBH's Guiding Principles of Care Delivery and wellness of the workforce, CONTRACTOR shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to DBH.

Questions about incident reporting, how to use the incident reporting portal, or designating/changing the name of the administrator who will review incidents for the CONTRACTOR should be emailed to DBHIncidentReporting@fresnocountyca.gov and the assigned contract analyst.

EXHIBIT J

Specialty Mental Health Outpatient Rates for Contracted Providers

Provider Type	Field Based	
	Contracted Provider Rate	Minimum Direct Care Percentage
Psychiatrist/ Contracted Psychiatrist	\$988.85	45%
Physicians Assistant	\$443.50	40%
Nurse Practitioner	\$491.73	40%
RN	\$401.65	40%
Certified Nurse Specialist	\$491.73	40%
LVN	\$211.00	40%
Pharmacist	\$473.34	40%
Licensed Psychiatric Technician	\$180.89	40%
Psychologist/Pre-licensed Psychologist	\$397.68	40%
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$257.35	40%
Occupational Therapist	\$342.58	40%
Mental Health Rehab Specialist	\$193.62	35%
Peer Recovery Specialist	\$203.30	35%
Other Qualified Providers - Other Designated MH staff that bill medical	\$193.62	40%

Exhibit K

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 Four Million Dollars (\$4,000,000). 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) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **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.
- (E) **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.
- (F) **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.
- (G) **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.

Exhibit K

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 “Data Security” clause 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 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.

Exhibit K

- (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 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.

Exhibit K

(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.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

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

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters, pages 2 and 3 of this Exhibit. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://sam.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

(Printed Name & Title)

Date: _____

(Name of Agency or Company)

CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

CONTRACTOR shall adhere to and develop written procedures in accordance with the below standards adapted from the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care:

Culturally Competent Care:

1. Organizations must ensure that beneficiaries receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.
2. Organizations must implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
3. Organizations must ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Language Access Services:

4. Organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to beneficiaries with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
5. Organizations must provide to beneficiaries in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.
6. Organizations must assure the competence of language assistance provided to limited English proficient beneficiaries by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on the request of the beneficiary).
7. Organizations must make available easily understood beneficiary-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Organizational Supports:

8. Organizations must develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

9. Organizations must conduct initial and ongoing organizational self-assessments of CLAS related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, beneficiary satisfaction Assessments, and Outcomes-Based Evaluations.
10. Organizations must ensure that data on the individual beneficiary's race, ethnicity, and spoken and written language are collected in program records, integrated into the organizations management information systems, and periodically updated.
11. Organizations must maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.
12. Organizations must develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and beneficiary involvement in designing and implementing CLAS-related activities.
13. Organizations must ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by beneficiaries.
14. Organizations must regularly make available to the public information about their progress and successful innovations in implementing these standards and to provide public notice in their communities about the availability of this information.
15. Organizations must ensure communication regarding the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and general public.

CONTRACTOR shall develop written procedures in accordance with the above standards. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

Exhibit N

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit N

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

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information				
Name of Entity			D/B/A	
Address (number, street)			City	State
				ZIP Code
CLIA Number	Taxpayer ID Number (EIN) / Social Security Number		Telephone Number ()	

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list all names and addresses (primary, every business location, and P.O. Box address) of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

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

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

NAME	DOB	ADDRESS	EIN

- B. Type of entity: Sole proprietorship Partnership Corporation
 Unincorporated Associations Other (specify) _____

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

- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers.

NAME	DOB	ADDRESS	PROVIDER

YES NO

- IV. A. Has there been a change in ownership or control within the last year?
If yes, give date. _____
- B. Do you anticipate any change of ownership or control within the year?.....
If yes, when? _____
- C. Do you anticipate filing for bankruptcy within the year?.....
If yes, when? _____
- V. Is the facility operated by a management company or leased in whole or part by another organization?.....
If yes, give date of change in operations. _____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?.....

VII. A. Is this facility chain affiliated?
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks Section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under "Identifying Information" specify in what capacity the entity is doing business as (DBA) (e.g. name of trade or corporation).

Item II - Self-explanatory

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest - is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest - is defined as ownership interest in an entity that has direct or hospital-based home health agencies, are not indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported in the facility now and the previous be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest - is defined as the operational direction or management of disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Item IV-VII - (Changes in Provider Status) For Items IV-VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Change in provider status - is defined as any change in management control. Examples of such changes would include; a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

Item IV - (A & B) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and PROVIDER(S) related to provision of alcohol and drug abuse treatment services for Fresno County residents, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned’s child abuse reporting requirements, “child abuse or neglect” includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child abuse report shall be made to any police department or sheriff’s department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Children and Family Services’ 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a “reasonable suspicion” means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE

Exhibit Q Data Security

1. Definitions

Capitalized terms used in this Exhibit Q have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit Q.
- (C) **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit Q.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit Q.

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- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit Q;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

Exhibit Q Data Security

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit Q, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
 - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

Exhibit Q Data Security

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit Q. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

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Data Security

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number: 559-600-5900, followed promptly by email at the following email address: incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit Q, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit Q, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

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In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit Q.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit Q, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit Q.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit Q. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

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6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit Q, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit Q to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit Q may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit Q and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit Q or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

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9. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit Q shall survive the termination of this Agreement.

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit Q is intended to confer, nor shall anything in this Exhibit Q confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. No County Warranty. The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.