

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 18, 2024 and is between Subrecipients listed in Exhibit A “List of Subrecipients” (“Subrecipient”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County, through its Department of Behavioral Health, is in need of qualified agencies to operate Multi-Agency Access Program (MAP) Points to provide an integrated screening process connecting individuals and families facing mental health, substance use disorder, physical health, housing/homelessness, social service needs, justice/legal needs, and other related challenges to supportive service agencies, as specified in this Agreement.

B. The County, through its Department of Behavioral Health, will utilize Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funding component to provide MAP services.

C. The County has a need for CalFresh Employment and Training Services to increase the employment and earning capacity of Non-Assistance Cal Fresh recipients and those eligible for Cal Fresh by providing participants the support needed to obtain skills and credentialing residing in Fresno County.

D. The County, through its Department of Social Services, receives funding from the California Department of Social Services authorized by the Food and Nutrition Act of 2008 to administer the CalFresh Employment and Training Services (CFET) for Non Assistance CalFresh recipients.

E. The County, through its Department of Public Health, is in need of contractors to provide health prevention activities for conditions exacerbated by COVID-19 to residents living in Fresno County.

F. The Subrecipients are qualified and willing to provide said services pursuant to the terms and conditions of this Agreement.

G. The County, through its Departments of Behavioral Health, Social Services, and Public Health, will collaborate to fund, further develop, and monitor this Agreement.

1 H. The County, in partnership with the Hospital Council's Community Conversations and
2 Fresno-Madera Continuum of Care, previously convened to address challenges regarding
3 access and efficiency faced by persons served living in Fresno County and identified a need for
4 improved service navigation to ensure timely access to appropriate services and resources. The
5 collaborative ideated the Multi-Agency Access Program (MAP) which was implemented as a
6 pilot program in February 2015 at Poverello House. MAP served as a one-stop operation in
7 which individuals and families living in Fresno County were screened to identify their needs and
8 linked to appropriate resources, programs, and services.

9 With the success of the pilot MAP at Poverello House, the County, through its
10 Department of Behavioral Health, entered into an agreement with Kings View, Poverello House,
11 and Centro La Familia, Inc. in January 2017 to operate MAP Points in various rural and
12 metropolitan areas of Fresno County. Additionally, the County developed a web-based
13 database and Community Screening Tool (CST) that was administered to all persons seeking
14 MAP services. In January 2022, the County adopted the Unite Us Platform to house the MAP
15 CST and store information obtained through the CST and linkage process.

16 Since its inception in 2015, MAP has grown and continues to draw in new and returning
17 persons served for assistance and linkage to services and resources across various life
18 domains. Through this Agreement, the County's Department of Behavioral Health (DBH),
19 Department of Social Services (DSS), Department of Public Health (DPH), and Probation
20 Department have committed to collaborate and support the continuation and growth of MAP.

21 I. The original master agreement for MAP was executed on January 10, 2017 following
22 completion of a Request for Proposal (RFP) process, which resulted in award recommendations
23 being made to the joint respondents Kings View, Poverello House, and Centro La Familia
24 Advocacy Services, Inc. Fresno Economic Opportunities Commission responded to the RFP at
25 a later time, and was a contracted to operate MAP Points from July 1, 2019 through June 30,
26 2021.

27 This Agreement is in effect through a suspension of competition, which allows the
28 County and Subrecipients the flexibility to develop and implement modifications to current

1 processes and strategies to improve the breadth of services and funding opportunities for the
2 continuation of MAP.

3 The parties therefore agree as follows:

4 **Article 1**

5 **Subrecipient's Services**

6 1.1 **Scope of Services.** The Subrecipient shall perform all of the services provided in
7 Exhibit B to this Agreement, titled "Scope of Services."

8 1.2 **Representation.** The Subrecipient represents that it is qualified, ready, willing, and
9 able to perform all of the services provided in this Agreement.

10 1.3 **Compliance with Laws.** The Subrecipient shall, at its own cost, comply with all
11 applicable federal, state, and local laws and regulations in the performance of its obligations
12 under this Agreement, including but not limited to workers compensation, labor, and
13 confidentiality laws and regulations.

14 1.4 **Guiding Principles.** Subrecipient shall align programs, services, and practices with
15 the vision, mission, and guiding principles of the DBH, as further described in Exhibit G, "Fresno
16 County Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto
17 and by this reference incorporated herein and made part of this Agreement.

18 1.5 **Access to Records.** Subrecipient shall provide County with access to all
19 documentation of services provided under this Agreement for County's use in administering this
20 Agreement. Subrecipient shall allow County, Centers for Medicare and Medicaid Services
21 (CMS), the Office of the Inspector General, the Controller General of the United States, and any
22 other authorized Federal and State agencies to evaluate performance under this Agreement,
23 and to inspect, evaluate, and audit any and all records, documents, and the premises,
24 equipment and facilities maintained by the Subrecipient pertaining to such services at any time
25 and as otherwise required under this Agreement.

26 **Article 2**

27 **Reporting**

28 2.1 **Reports.** The Subrecipient shall submit the following reports:

1 (A) Outcome Reports

2 Subrecipient shall submit to County clinical program performance outcome
3 reports, as requested.

4 Outcome reports and outcome requirements are subject to change at County's
5 discretion. Subrecipient shall provide outcomes as stated in Exhibit B and D.

6 (B) Staffing Report

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

12 (C) CFET Reports

13 Subrecipient shall submit all required reports related to the CFET Program.

14 (D) Additional Reports

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

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

1 **Article 3**

2 **County's Responsibilities**

3 3.1 The County shall provide oversight and collaborate with Subrecipient, 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 County shall receive and analyze statistical outcome data from Subrecipient throughout
8 the term of contract on a monthly basis. County shall notify the Subrecipient when additional
9 participation is required. The performance outcome measurement process will not be limited to
10 survey instruments but will also include, as appropriate, persons served and staff surveys, chart
11 reviews, and other methods of obtaining required information.

12 **Article 4**

13 **Compensation, Invoices, and Payments**

14 4.1 The County agrees to pay, and the Subrecipient agrees to receive, compensation for
15 the performance of its services under this Agreement as described in Exhibit C to this
16 Agreement, titled "Compensation."

17 4.2 **MHSA Prevention and Early Intervention (PEI) Services Maximum**
18 **Compensation.** The maximum compensation payable to the Subrecipient under this
19 Agreement for the period of July 1, 2024 through June 30, 2025 for MHSA PEI Services is Eight
20 Hundred Thousand and No/100 Dollars (\$800,000). The maximum compensation payable to the
21 Subrecipient r under this Agreement for the period of July 1, 2025 through June 30, 2026 for
22 MHSA PEI Services is Eight Hundred Thousand and No/100 Dollars (\$800,000).

23 4.3 **CalFresh Employment and Training (CFET) Maximum Compensation.** The
24 maximum compensation payable to the Subrecipient under this Agreement for CFET services
25 for the period of July 1, 2024 through June 30, 2025 is Two Hundred Thousand and No/Dollars
26 (\$200,000). The maximum compensation payable to the Subrecipient under this Agreement for
27 CFET services for the period of July 1, 2025 through June 30, 2026 is Two Hundred Thousand
28 and No/Dollars (\$200,000).

1 The not-to-exceed amounts set forth above include amounts for provisions of ancillary/support
2 service reimbursements made by the Subrecipient to participants served by the Subrecipient
3 under this Agreement. For such ancillary/support service reimbursements made by the
4 Subrecipient, County MHSA PEI funds will be utilized as the required 50% match for these
5 expenses. Total ancillary/support service expenditures from the maximum \$200,000 per 12
6 month period will agreed upon by DSS and SUBRECIPIENTS.

7 **4.4 Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant**

8 **Funding Maximum Compensation.** The maximum compensation payable to the Subrecipient
9 under this Agreement for the period of July 1, 2024 through June 30, 2025 for COVID-19-related
10 education, testing, and services is One Hundred Thousand and No/100 Dollars (\$100,000). The
11 maximum compensation payable to the Subrecipient under this Agreement for the period of July
12 1, 2025 through June 30, 2026 for 2025 for COVID-19-related education and services is One
13 Hundred Thousand and No/100 Dollars (\$100,000).

14 **4.5 Total Maximum Compensation.** In no event shall the maximum contract amount for

15 all the services provided by the Subrecipient to County under the terms and conditions of this
16 Agreement be in excess of Two Million Two Hundred Thousand and No/100 Dollars
17 (\$2,200,000) during the entire term of this Agreement.

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

25 The Subrecipient will be compensated for performance of its services under this
26 Agreement as provided in this Article. The Subrecipient is not entitled to any compensation
27 except as expressly provided in this Agreement.

1 4.6 **Invoices.** The Subrecipient shall submit monthly invoices, in arrears by the fifteenth
2 (15th) day of each month, in the format directed by the County. The Subrecipient shall submit
3 invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-
4 invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with
5 a copy to the assigned County's DBH Staff Analyst. At the discretion of County's DBH Director
6 or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's
7 DBH Director, or designee, shall have the right to withhold payment as to only the portion of the
8 invoice that is incorrect or improper after five (5) days prior notice to Subrecipient. Subrecipient
9 agrees to continue to provide services for a period of ninety (90) days after notification of an
10 incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected
11 to County satisfaction, the Agreement may be terminated, pursuant to the termination provisions
12 stated in Article 7 of this Agreement.

13 Invoices shall detail line items as specified in Exhibit C, including original budget
14 amount(s), current month's expenses, year to date expenses, and budget balances. In addition,
15 invoices shall also include relevant supporting documentation including but not limited to
16 general ledgers, copies of original statements, program expense records, payroll records, and
17 mileage claims.

18 CFET expenses shall be invoiced only upon verification of program eligibility.

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

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

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

6 **Corrective Action Plans.** Subrecipient shall enter services into the County's billing and
7 transactional database and submit invoices in accordance with the deadlines listed above and
8 information shall be accurate. Failure to meet the requirements set forth above will result in a
9 corrective action plan at the discretion of the County's DBH Director, or designee, and may
10 result in financial penalties or termination of agreement per Article 7.

11 4.7 **Payment.** Payments shall be made by County to Subrecipient in arrears, for services
12 provided during the preceding month, within forty-five (45) days after the date of receipt,
13 verification, and approval by County. All final invoices shall be submitted by Subrecipient within
14 sixty (60) days following the final month of service for which payment is claimed. No action shall
15 be taken by County on claims submitted beyond the sixty (60) day closeout period. Any
16 compensation which is not expended by Subrecipient pursuant to the terms and conditions of
17 this Agreement shall automatically revert to County.

18 4.8 **Cost Reimbursement Payments.** Payment shall be made upon certification or other
19 proof satisfactory to County that services have actually been performed by Subrecipient as
20 specified in this Agreement and/or after receipt and verification of actual expenditures incurred
21 by Subrecipient for monthly program costs, as identified in the budget narratives and budgets
22 identified in Exhibit C, in the performance of this Agreement. County shall not be obligated to
23 make any payments under this Agreement if the request for payment is received by County
24 more than sixty (60) days after this Agreement has terminated or expired.

25 4.9 **Recoupsments and Audits.** County shall recapture from Subrecipient the value of
26 any services or other expenditures determined to be ineligible based on the County or State
27 monitoring results. The County reserves the right to enter into a repayment agreement with
28 Subrecipient, with total monthly payments not to exceed twelve (12) months from the date of the

1 repayment agreement, to recover the amount of funds to be recouped. The County has the
2 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of
3 the repayment agreement. The repayment agreement may be made with the signed written
4 approval of County's DBH Director, or designee, and respective Subrecipient through a
5 repayment agreement. The monthly repayment amounts may be netted against the
6 Subrecipient's monthly billing for services rendered during the month, or the County may, in its
7 sole discretion, forego a repayment agreement and recoup all funds immediately. This remedy
8 is not exclusive, and County may seek recoupment from any other means, including, but not limited
9 to, a separate contract or agreement with Subrecipient.

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

19 **4.10 Incidental Expenses.** The Subrecipient is solely responsible for all of its costs and
20 expenses that are not specified as payable by the County under this Agreement. If Subrecipient
21 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for
22 further compensation.

23 **4.11 Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
24 limitations, and/or conditions imposed by County or state or federal funding sources that may in
25 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
26 contingent upon sufficient funds being made available by County, state, or federal funding
27 sources for the term of the Agreement. If the federal or state governments reduce financial
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1 participation in the Medi-Cal program, County agrees to meet with Subrecipient to discuss
2 renegotiating the services required by this Agreement.

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

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

10 **4.12 Additional Financial Requirements.** County has the right to monitor the
11 performance of this Agreement to ensure the accuracy of claims for reimbursement and
12 compliance with all applicable laws and regulations.

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

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

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

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

1 Director, Department of Social Services
2 County of Fresno
3 205 W. Pontiac Way, Bldg 2
4 Clovis, CA 93612

5 Director, Department of Public Health
6 County of Fresno
7 PO Box 11867
8 Fresno, CA 93775

9 **For the Subrecipient:**
10 See Exhibit A

11 **6.2 Change of Contact Information.** Either party may change the information in section
12 6.1 by giving notice as provided in section 6.3.

13 **6.3 Method of Delivery.** Each notice between the County and the Subrecipient provided
14 for or permitted under this Agreement must be in writing, state that it is a notice provided under
15 this Agreement, and be delivered either by personal service, by first-class United States mail, by
16 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
17 Document Format (PDF) document attached to an email.

18 (A) A notice delivered by personal service is effective upon service to the recipient.

19 (B) A notice delivered by first-class United States mail is effective three (3) County
20 business days after deposit in the United States mail, postage prepaid, addressed to the
21 recipient.

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

26 **6.4 Claims Presentation.** For all claims arising from or related to this Agreement,
27 nothing in this Agreement establishes, waives, or modifies any claims presentation
28 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
of Title 1 of the Government Code, beginning with section 810).

6.5 Notification of Changes. Subrecipient shall notify County in writing of any change in
organizational name, Head of Service or principal business at least fifteen (15) business days in
advance of the change. Subrecipient shall notify County of a change of service location at least

1 six (6) months in advance to allow County sufficient time to comply with site certification
2 requirements. Said notice shall become part of this Agreement upon acknowledgment in writing
3 by the County, and no further amendment of the Agreement shall be necessary provided that
4 such change of address does not conflict with any other provisions of this Agreement.

5 Subrecipient must immediately notify County of a change in ownership, organizational
6 status, licensure, or ability of Subrecipient to provide the quantity or quality of the contracted
7 services in a and in no event more than 15 days of the change.

8 **Article 7**

9 **Termination and Suspension**

10 **7.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
11 contingent on the approval of funds by the appropriating government agency. If sufficient funds
12 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
13 Subrecipient, may:

- 14 (A) Modify the services provided by the Subrecipient under this Agreement; or
- 15 (B) Terminate this Agreement.

16 **7.2 Termination for Breach.**

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

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

23 (C) For purposes of this section, a breach occurs when, in the determination of the
24 County, the Subrecipient has:

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

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

5 (B) Subrecipient shall provide immediate written notice to County if at during any
6 time during the term of this Agreement Subrecipient learns that the representations it
7 makes above were erroneous when made or have become erroneous by reason of
8 changed circumstances.

9 (C) Subrecipient shall include a clause titled, "Certification Regarding Debarment,
10 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions"
11 and similar in nature to this paragraph in all lower tier covered transactions and it all
12 solicitations for lower tier covered transactions.

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

16 9.2 **Property of County.** Subrecipient agrees to take reasonable and prudent steps to
17 ensure the security of any and all said hardware and software provided to it by County under
18 this Agreement, to maintain replacement-value insurance coverages on said hardware and
19 software of like kind and quality approved by County.

20 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement
21 that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
22 Fresno County Department of Public Health (DPH) Accounting Inventory Number. These fixed
23 assets shall be retained by County, as County property, in the event this Agreement is
24 terminated or upon expiration of this Agreement. Subrecipient agrees to participate in an annual
25 inventory of all County fixed assets and shall be physically present when fixed assets are
26 returned to County possession at the termination or expiration of this Agreement. Subrecipient
27 is responsible for returning to County all County owned fixed assets upon the expiration or
28 termination of this Agreement.

1 9.3 **Prohibition on Publicity.** None of the funds, materials, property or services
2 provided directly or indirectly under this Agreement shall be used for Subrecipient’s advertising,
3 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the
4 purpose of self-promotion. Notwithstanding the above, publicity of the services described in
5 Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness
6 about the availability of such specific services when approved in advance by the County’s DPH
7 Director or designee for such items as written/printed materials, the use of media (i.e., radio,
8 television, newspapers) and any other related expense(s).

9 9.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any
10 function or responsibility for planning and carrying out of the services provided under this
11 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
12 addition, no employee of the County shall be employed by the Subrecipient under this
13 Agreement to fulfill any contractual obligations with the County. Subrecipient shall comply with
14 all Federal, State of California and local conflict of interest laws, statutes and regulations, which
15 shall be applicable to all parties and beneficiaries under this Agreement and any officer,
16 employee or agent of the County.

17 9.5 **Change of Leadership/Management.** In the event of any change in the status of
18 Subrecipient’s leadership or management, Subrecipient shall provide written notice to County
19 within thirty (30) days from the date of change. Such notification shall include any new leader or
20 manager’s name, address and qualifications. “Leadership or management” shall include any
21 employee, member, or owner of Subrecipient who either a) directs individuals providing services
22 pursuant to this Agreement, b) exercises control over the manner in which services are
23 provided, or c) has authority over Subrecipient’s finances.

24 9.6 **Lobbying Activity.** None of the funds provided under this Agreement shall be used
25 for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending
26 in the Congress of the United States of America or the Legislature of the State of California.

27 9.7 **State Energy Conservation.** Subrecipient must comply with the mandatory
28 standards and policies relating to energy efficiency, which are contained in the State Energy

1 Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et.
2 seq.

3 9.8 **Clean Air and Water.** In the event the funding under this Agreement exceeds One
4 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Subrecipient shall comply with all
5 applicable standards, orders or requirements issued under the Clean Air Act contained in 42
6 U.S. Code 7601 et seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any
7 standards, laws and regulations, promulgated thereunder. Under these laws and regulations,
8 Subrecipient shall assure:

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

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

15 (C) County and U.S. EPA shall be notified about any known violation of the above
16 laws and regulations; and,

17 (D) This assurance shall be included in every nonexempt subgrant, contract, or
18 subcontract.

19 9.9 **Audits and Inspections.** The Subrecipient shall at any time during business hours,
20 and as often as the County may deem necessary, make available to the County for examination
21 all of its records and data with respect to the matters covered by this Agreement. The
22 Subrecipient shall, upon request by the County, permit the County to audit and inspect all of
23 such records and data necessary to ensure Subrecipient's compliance with the terms of this
24 Agreement.

25 If this Agreement exceeds ten thousand dollars (\$10,000.00), Subrecipient shall be subject
26 to the examination and audit of the California State Auditor for a period of three (3) years after
27 final payment under contract (Government Code Section 8546.7).

1 In addition, Subrecipient shall cooperate and participate with County's fiscal review process
2 and comply with all final determinations rendered by the County's fiscal review process. If
3 County reaches an adverse decision regarding Subrecipient's services to consumers, it may
4 result in the disallowance of payment for services rendered; or in additional controls to the
5 delivery of services, or in the termination of this Agreement, at the discretion of the County's
6 DPH Director or designee. If as a result of County's fiscal review process a disallowance is
7 discovered due to Subrecipient's deficiency, Subrecipient shall be financially liable for the
8 amount previously paid by County to Subrecipient and this disallowance will be adjusted from
9 Subrecipient's future payments at the discretion of County's DPH Director or designee. In
10 addition, County shall have the sole discretion in the determination of fiscal review outcomes,
11 decisions and actions.

12 **9.10 Single Audit Clause.**

13 (A) If Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000) or
14 more Federal and Federal flow-through monies, Subrecipient agrees to conduct an
15 annual audit in accordance with the requirements of the Single Audit Standards as set
16 forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal
17 Regulations, Chapter II, Part 200. Subrecipient shall submit said audit and management
18 letter to County. The audit must include a statement of findings or a statement that there
19 were no findings. If there were negative findings, Subrecipient must include a corrective
20 action plan signed by an authorized individual. Subrecipient agrees to take action to
21 correct any material non-compliance or weakness found as a result of such audit. Such
22 audit shall be delivered to County's DPH Administration for review within nine (9) months
23 of the end of any fiscal year in which funds were expended and/or received for the
24 program. Failure to perform the requisite audit functions as required by this Agreement
25 may result in County performing the necessary audit tasks, or at the County's option,
26 contracting with a public accountant to perform said audit, or, may result in the inability
27 of County to enter into future agreements with the Subrecipient.

1 (B) A single audit report is not applicable if all Subrecipient's Federal contracts do
2 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or
3 Subrecipient's federal funding is through Drug Medi-Cal.

4 9.11 **Compliance with Federal Requirements.** The Subrecipient recognizes that County
5 operates its Health Disparities Program with the use of Federal funds, and that the use of these
6 funds imposes certain requirements on the County and its subcontractors. The Subrecipient
7 shall adhere to all Federal requirements, including those identified in Exhibit C attached hereto
8 and by this reference incorporated herein.

9 **Article 10**

10 **Confidentiality**

11 10.1 **Confidentiality.** All services performed by the Subrecipient under this Agreement
12 shall be in strict conformance with all applicable Federal, State of California and/or local laws
13 and regulations relating to confidentiality. In addition, Subrecipient agrees to abide by the terms
14 and conditions of the Business Associate Agreement attached hereto as Exhibit Q.

15 **Article 11**

16 **Independent Contractor**

17 11.1 **Status.** In performing under this Agreement, the Subrecipient, including its officers,
18 agents, employees, and volunteers, is at all times acting and performing as an independent
19 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
20 venturer, partner, or associate of the County.

21 11.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
22 manner or method of the Subrecipient's performance under this Agreement, but the County may
23 verify that the Subrecipient is performing according to the terms of this Agreement.

24 11.3 **Benefits.** Because of its status as an independent contractor, the Subrecipient has
25 no right to employment rights or benefits available to County employees. The Subrecipient is
26 solely responsible for providing to its own employees all employee benefits required by law. The
27 Subrecipient shall save the County harmless from all matters relating to the payment of
28

1 Subrecipient's employees, including compliance with Social Security withholding and all related
2 regulations.

3 11.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Subrecipient may provide services to others unrelated to the County.

5 11.5 **Operating Costs.** Subrecipient shall provide all personnel, supplies, and operating
6 expenses of any kind required for the performance of this Agreement.

7 11.6 **Additional Responsibilities.** The parties acknowledge that, during the term of this
8 Agreement, the Subrecipient will be performing hiring, training, and credentialing of staff, and
9 County will be performing additional staff credentialing to ensure compliance with State and
10 Federal regulations.

11 11.7 **Subcontracts.** Subrecipient shall obtain written approval from County's Department
12 of Behavioral Health Director, or designee before subcontracting any of the services delivered
13 under this Agreement. County's Department of Behavioral Health Director, or designee retains
14 the right to approve or reject any request for subcontracting services. Any transferee, assignee,
15 or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable
16 State and Federal regulations. Subrecipient shall be held primarily responsible by County for the
17 performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to
18 in writing by County's Department of Behavioral Health Director, or designee. The use of
19 subcontractors by Subrecipient shall not entitle Subrecipient to any additional compensation that
20 is provided for under this Agreement.

21 Subrecipient shall remain legally responsible for the performance of all terms and
22 conditions of this Agreement, including, without limitation, all SMHS provided by third parties
23 under subcontracts, whether approved by the County or not.

24 **Article 12**

25 **Indemnity and Defense**

26 12.1 **Indemnity.** The Subrecipient shall indemnify and hold harmless and defend the
27 County (including its officers, agents, employees, and volunteers) against all claims, demands,
28 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and

1 liabilities of any kind to the County, the Subrecipient, or any third party that arise from or relate
2 to the performance or failure to perform by the Subrecipient (or any of its officers, agents,
3 subcontractors, or employees) under this Agreement. The County may conduct or participate in
4 its own defense without affecting the Subrecipient's obligation to indemnify and hold harmless or
5 defend the County.

6 12.2 **Survival.** This Article 12 survives the termination of this Agreement.

7 **Article 13**

8 **Insurance**

9 13.1 The Subrecipient shall comply with all the insurance requirements in Exhibit F to this
10 Agreement.

11 **Article 14**

12 **Assurances**

13 14.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**
14 **Health Care Program.**

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

19 (B) Subrecipient does not employ or subcontract with providers or have other
20 relationships with providers excluded from participation in Federal Health Care
21 Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42
22 C.F.R. §438.610. Subrecipient shall conduct initial and monthly exclusion and
23 suspension searches of the following databases and provide evidence of these
24 completed searches when requested by County, DHCS or the US Department of Health
25 and Human Services (DHHS):

26 (1) www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded
27 Individuals/Entities (LEIE) Federal Exclusions
28

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

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

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

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

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

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

16 (F) Subrecipient must confirm the identity and determine the exclusion status of all
17 its providers, as well as any person with an ownership or control interest, or who is an
18 agent or managing employee of the contracted agency through routine checks of federal
19 and state databases. This includes the Social Security Administration's Death Master
20 File, NPPES, the Office of Inspector General's LEIE, the Medi-Cal Suspended and
21 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §
22 455.436.

23 (G) If Subrecipient finds a provider that is excluded, it must promptly notify the
24 County as per 42 C.F.R. § 438.608(a)(2), (4). The Subrecipient shall not certify or pay
25 any Excluded provider with Medi-Cal funds, must treat any payments made to an
26 excluded provider as an overpayment, and any such inappropriate payments may be
27 subject to recovery.
28

1 **Article 15**

2 **Inspections, Audits, and Public Records**

3 15.1 **Inspection of Documents.** The Subrecipient shall make available to the County,
4 and the County may examine at any time during business hours and as often as the County
5 deems necessary, all of the Subrecipient's records and data with respect to the matters covered
6 by this Agreement, excluding attorney-client privileged communications. The Subrecipient shall,
7 upon request by the County, permit the County to audit and inspect all of such records and data
8 to ensure the Subrecipient's compliance with the terms of this Agreement.

9 15.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Subrecipient is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 15.3 **Internal Auditing.** Subrecipients of sufficient size as determined by County shall
15 institute and conduct a Quality Assurance Process for all services provided hereunder. Said
16 process shall include at a minimum a system for verifying that all services provided and claimed
17 for reimbursement shall meet SMHS definitions and be documented accurately.

18 In addition, Subrecipients with medication prescribing authority shall adhere to County's
19 medication monitoring review practices. Subrecipient shall provide County with notification and
20 a summary of any internal audit exceptions and the specific corrective actions taken to
21 sufficiently reduce the errors that are discovered through Subrecipient's internal audit process.
22 Subrecipient shall provide this notification and summary to County as requested by the County.

23 15.4 **Confidentiality in Audit Process.** Subrecipient and County mutually agree to
24 maintain the confidentiality of Subrecipient's records and information of persons served, in
25 compliance with all applicable State and Federal statutes and regulations, including but not
26 limited to HIPAA and California Welfare and Institutions Code, Section 5328. Subrecipient shall
27 inform all of its officers, employees, and agents of the confidentiality provisions of all applicable
28 statutes.

1 Subrecipient's fiscal records shall contain sufficient data to enable auditors to perform a
2 complete audit and shall be maintained in conformance with standard procedures and
3 accounting principles.

4 Subrecipient's records shall be maintained as required by DBH and DHCS on forms
5 furnished by DHCS or the County. All statistical data or information requested by the County's
6 DBH Director or designee shall be provided by the Subrecipient in a complete and timely
7 manner.

8 **15.5 Reasons for Recoupment.** County will conduct periodic audits of Subrecipient files
9 to ensure appropriate clinical documentation, high quality service provision and compliance with
10 applicable federal, state and county regulations.

11 Such audits may result in requirements for Subrecipient to reimburse County for services
12 previously paid in the following circumstances:

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

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

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

19 (B) Overpayment of Subrecipient by County due to errors in claiming or
20 documentation.

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

23 Subrecipient shall reimburse County for all overpayments identified by Subrecipient,
24 County, and/or state or federal oversight agencies as an audit exception within the timeframes
25 required by law or Country or state or federal agency. Funds owed to County will be due within
26 forty-five (45) days of notification by County, or County shall withhold future payments until all
27 excess funds have been recouped by means of an offset against any payments then or
28

1 thereafter owing to County under this or any other Agreement between the County and
2 Subrecipient.

3 **15.6 Cooperation with Audits.** Subrecipient shall cooperate with County in any review
4 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This
5 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

6 In addition, Subrecipient shall comply with all requests for any documentation or files
7 including, but not limited to, files for persons served..

8 Subrecipient shall notify the County of any scheduled or unscheduled external
9 evaluation or site visits when it becomes aware of such visit. County shall reserve the right to
10 attend any or all parts of external review processes.

11 Subrecipient shall allow inspection, evaluation and audit of its records, documents and
12 facilities for ten (10) years from the term end date of this Agreement or in the event Subrecipient
13 has been notified that an audit or investigation of this Agreement has been commenced, until
14 such time as the matter under audit or investigation has been resolved, including the exhaustion
15 of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.2301(3)(i-iii).

16 **15.7 Single Audit Clause.** If Subrecipient expends Seven Hundred Fifty Thousand and
17 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies,
18 Subrecipient agrees to conduct an annual audit in accordance with the requirements of the
19 Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200.
20 Subrecipient shall submit said audit and management letter to County. The audit must include a
21 statement of findings or a statement that there were no findings. If there were negative findings,
22 Subrecipient must include a corrective action plan signed by an authorized individual.
23 Subrecipient agrees to take action to correct any material non-compliance or weakness found
24 as a result of such audit. Such audit shall be delivered to County's DBH Finance Division for
25 review within nine (9) months of the end of any fiscal year in which funds were expended and/or
26 received for the program. Failure to perform the requisite audit functions as required by this
27 Agreement may result in County performing the necessary audit tasks, or at County's option,
28 contracting with a public accountant to perform said audit, or may result in the inability of County

1 to enter into future agreements with Subrecipient. All audit costs related to this Agreement are
2 the sole responsibility of Subrecipient.

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

16 Subrecipient shall make available all records and accounts for inspection by County, the
17 State of California, if applicable, the Controller General of the United States, the Federal Grantor
18 Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
19 least three (3) years following final payment under this Agreement or the closure of all other
20 pending matters, whichever is later.

21 **15.8 Public Records.** The County is not limited in any manner with respect to its public
22 disclosure of this Agreement or any record or data that the Subrecipient may provide to the
23 County. The County's public disclosure of this Agreement or any record or data that the
24 Subrecipient may provide to the County may include but is not limited to the following:

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

1 (B) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose to the public or such governmental agency any record or
3 data that the Subrecipient may provide to the County, unless such disclosure is
4 prohibited by court order.

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

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

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

16 (F) Any marking of confidentiality or restricted access upon or otherwise made with
17 respect to any record or data that the Subrecipient may provide to the County shall be
18 disregarded and have no effect on the County's right or duty to disclose to the public or
19 governmental agency any such record or data.

20 **15.9 Public Records Act Requests.** If the County receives a written or oral request
21 under the CPRA to publicly disclose any record that is in the Subrecipient's possession or
22 control, and which the County has a right, under any provision of this Agreement or applicable
23 law, to possess or control, then the County may demand, in writing, that the Subrecipient deliver
24 to the County, for purposes of public disclosure, the requested records that may be in the
25 possession or control of the Subrecipient. Within five business days after the County's demand,
26 the Subrecipient shall (a) deliver to the County all of the requested records that are in the
27 Subrecipient's possession or control, together with a written statement that the Subrecipient,
28 after conducting a diligent search, has produced all requested records that are in the

1 Subrecipient's possession or control, or (b) provide to the County a written statement that the
2 Subrecipient, after conducting a diligent search, does not possess or control any of the
3 requested records. The Subrecipient shall cooperate with the County with respect to any County
4 demand for such records. If the Subrecipient wishes to assert that any specific record or data is
5 exempt from disclosure under the CPRA or other applicable law, it must deliver the record or
6 data to the County and assert the exemption by citation to specific legal authority within the
7 written statement that it provides to the County under this section. The Subrecipient's assertion
8 of any exemption from disclosure is not binding on the County, but the County will give at least
9 10 days' advance written notice to the Subrecipient before disclosing any record subject to the
10 Subrecipient's assertion of exemption from disclosure. The Subrecipient shall indemnify the
11 County for any court-ordered award of costs or attorney's fees under the CPRA that results from
12 the Subrecipient's delay, claim of exemption, failure to produce any such records, or failure to
13 cooperate with the County with respect to any County demand for any such records.

14 **Article 16**

15 **Right to Monitor**

16 16.1 **Right to Monitor.** County or any subdivision or appointee thereof, and the State of
17 California or any subdivision or appointee thereof, including the Auditor General, shall have
18 absolute right to review and audit all records, books, papers, documents, corporate minutes,
19 financial records, staff information, records of persons served, other pertinent items as
20 requested, and shall have absolute right to monitor the performance of Subrecipient in the
21 delivery of services provided under this Agreement. Full cooperation shall be given by the
22 Subrecipient in any auditing or monitoring conducted, according to this agreement.

23 16.2 **Accessibility.** Subrecipient shall make all of its premises, physical facilities,
24 equipment, books, records, documents, agreements, computers, or other electronic systems
25 pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished
26 under the terms of this Agreement, or determinations of amounts payable available at any time
27 for inspection, examination, or copying by County, the State of California or any subdivision or
28 appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of

1 Inspector General, the United States Controller General or their designees, and other
2 authorized federal and state agencies. This audit right will exist for at least ten years from the
3 final date of the Agreement period or in the event the Subrecipient has been notified that an
4 audit or investigation of this Agreement has commenced, until such time as the matter under
5 audit or investigation has been resolved, including the exhaustion of all legal remedies,
6 whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

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

11 **16.3 Cooperation.** Subrecipient shall cooperate with County in the implementation,
12 monitoring and evaluation of this Agreement and comply with any and all reporting requirements
13 established by County. Should County identify an issue or receive notification of a complaint or
14 potential/actual/suspected violation of requirements, County may audit, monitor, and/or request
15 information from Subrecipient to ensure compliance with laws, regulations, and requirements,
16 as applicable.

17 **16.4 Probationary Status.** County reserves the right to place Subrecipient on
18 probationary status, as referenced in the Probationary Status Article, should Subrecipient fail to
19 meet performance requirements; including, but not limited to violations such as high
20 disallowance rates, failure to report incidents and changes as contractually required, failure to
21 correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting
22 performance outcomes expectations, and violations issued directly from the State. Additionally,
23 Subrecipient may be subject to Probationary Status or termination if agreement monitoring and
24 auditing corrective actions are not resolved within specified timeframes.

25 **16.5 Record Retention.** Subrecipient shall retain all records and documents originated or
26 prepared pursuant to Subrecipient's performance under this Agreement, including grievance
27 and appeal records, and the data, information and documentation specified in 42 C.F.R. parts
28 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term

1 end date of this Agreement or until such time as the matter under audit or investigation has
2 been resolved. Records and documents include but are not limited to all physical and electronic
3 records and documents originated or prepared pursuant to Subrecipient's or subcontractor's
4 performance under this Agreement including working papers, reports, financial records and
5 documents of account, records of persons served, prescription files, subcontracts, and any
6 other documentation pertaining to covered services and other related services for persons
7 served.

8 **16.6 Record Maintenance.** Subrecipient shall maintain all records and management
9 books pertaining to service delivery and demonstrate accountability for agreement performance
10 and maintain all fiscal, statistical, and management books and records pertaining to the
11 program. Records should include, but not be limited to, monthly summary sheets, sign-in
12 sheets, and other primary source documents. Fiscal records shall be kept in accordance with
13 Generally Accepted Accounting Principles and must account for all funds, tangible assets,
14 revenue and expenditures. Fiscal records must also comply with the Code of Federal
15 Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative
16 Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

20 Subrecipient shall maintain records of persons served and community service in
21 compliance with all regulations set forth by local, state, and federal requirements, laws, and
22 regulations, and provide access to clinical records by County staff.

23 Subrecipient shall comply with the Article 21 and Article 1 regarding relinquishing or
24 maintaining medical records.

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

1 detailed complaint log entries concerning County-sponsored persons served to County at
2 monthly intervals by the tenth (10th) day of the following month, in a format that is mutually
3 agreed upon. Subrecipient shall allow beneficiaries or their representative to file a grievance
4 either orally, or in writing at any time with the Mental health Plan. In the event Subrecipient is
5 notified by a beneficiary or their representative of a discrimination grievance, subcontractor shall
6 report discrimination grievances to the Mental Health Plan within 24 hours. The Subrecipient
7 shall not require a beneficiary or their representative to file a Discrimination Grievance with the
8 Mental Health Plan before filing the complaint directly with the DHCS Office of Civil Rights and
9 the U.S. Health and Human Services Office for Civil Rights.

10 17.2 **Rights of Persons Served.** Subrecipient shall post signs informing persons served
11 of their right to file a complaint or grievance, appeals, and expedited appeals. In addition,
12 Subrecipient shall inform every person served of their rights as set forth in Exhibit H.

13 17.3 **Incident Reporting.** Subrecipient shall file an incident report for all incidents
14 involving persons served, following the protocol identified in Exhibit I.

15 **Article 18**

16 **Property of County**

17 18.1 **Applicability.** Article 18 shall only apply to the program components and services
18 provided under operational costs.

19 18.2 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and
20 intangible property obtained or controlled under County for use in operational capacity and will
21 benefit County for a period more than one (1) year.

22 18.3 **Agreement Assets.** Assets shall be tracked on an agreement by agreement basis.
23 All of these assets shall fall into the "Equipment" category unless funding source allows for
24 additional types of assets. At a minimum, the following types of items are considered to be
25 assets:

26 (A) Computers (desktops and laptops)*

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

28 (C) Modular furniture

1 (D) Any items over \$500 or more with a lifespan of at least two (2) years:

2 (1) Televisions

3 (2) Washers/Dryers

4 (3) Printers

5 (4) Digital Cameras

6 (5) Other equipment/furniture

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

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

10 All items containing HIPAA data are considered sensitive.

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

13 (A) Description of the asset;

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

15 (C) The acquisition date;

16 (D) The quantity of the asset;

17 (E) The location of the asset or to whom the asset is assigned;

18 (F) The cost of the asset at the time of acquisition;

19 (G) The source of grant funding if applicable;

20 (H) The disposition date, and

21 (I) The method of disposition (surplus, transferred, destroyed, lost)

22 All Contract assets shall be returned to the Department at the end of the agreement
23 period.

24 **18.4 Retention and Maintenance.** Assets shall be retained by County, as County
25 property, in the event this Agreement is terminated or upon expiration of this Agreement.
26 Contractor agrees to participate in an annual inventory of all County fixed and inventoried
27 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present
28 when fixed and inventoried assets are returned to County possession. Contractor is responsible

1 for returning to County all County owned undepreciated fixed and inventoried assets, or the
2 monetary value of said assets if unable to produce the assets at the expiration or termination of
3 this Agreement. Contractor further agrees to the following:

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

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

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

13 **18.5 Equipment Purchase.** The purchase of any equipment by Contractor with funds
14 provided hereunder shall require the prior written approval of County's DBH Director or
15 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly
16 related to Contractor's services or activity under the terms of this Agreement. County may
17 refuse reimbursement for any costs resulting from equipment purchased, which are incurred by
18 Contractor, if prior written approval has not been obtained from County.

19 **18.6 Modification.** Contractor must obtain prior written approval from County's DBH
20 whenever there is any modification or change in the use of any property acquired or improved,
21 in whole or in part, using funds under this Agreement. If any real or personal property acquired
22 or improved with said funds identified herein is sold and/or is utilized by Contractor for a use
23 which does not qualify under this Agreement, Contractor shall reimburse County in an amount
24 equal to the current fair market value of the property, less any portion thereof attributable to
25 expenditures of funds not provided under this Agreement. These requirements shall continue in
26 effect for the life of the property. In the event this Agreement expires, the requirements for this
27 Article shall remain in effect for activities or property funded with said funds, unless action is
28 taken by the State government to relieve County of these obligations.

1 **Article 19**

2 **Compliance**

3 19.1 **Compliance.** Subrecipient agrees to comply with County’s Contractor Code of
4 Conduct and Ethics and the County’s Compliance Program in accordance with Exhibit J Within
5 thirty (30) days of entering into this Agreement with County, Subrecipient shall ensure all of
6 Subrecipient’s employees, agents, and subcontractors providing services under this Agreement
7 certify in writing, that he or she has received, read, understood, and shall abide by the
8 Contractor Code of Conduct and Ethics. Subrecipient shall ensure that within thirty (30) days of
9 hire, all new employees, agents, and subcontractors providing services under this Agreement
10 shall certify in writing that he or she has received, read, understood, and shall abide by the
11 Contractor Code of Conduct and Ethics. Subrecipient understands that the promotion of and
12 adherence to the Contractor Code of Conduct is an element in evaluating the performance of
13 Subrecipient and its employees, agents, and subcontractors.

14 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
15 employees, agents, and subcontractors providing services under this Agreement shall complete
16 general compliance training, and appropriate employees, agents, and subcontractors shall
17 complete documentation and billing or billing/reimbursement training. All new employees,
18 agents, and subcontractors shall attend the appropriate training within thirty (30) days of hire.
19 Each individual who is required to attend training shall certify in writing that he or she has
20 received the required training. The certification shall specify the type of training received and the
21 date received. The certification shall be provided to County’s DBH Compliance Officer at 1925
22 E. Dakota Ave, Fresno, California 93726. Subrecipient agrees to reimburse County for the entire
23 cost of any penalty imposed upon County by the Federal Government as a result of
24 Subrecipient’s violation of the terms of this Agreement.

25 19.2 **Compliance with State Medi-Cal Requirements.** Subrecipient shall be required to
26 maintain Mental Health Plan organizational provider certification by Fresno County. Subrecipient
27 must meet Medi-Cal organization provider standards as listed in Exhibit K, “Medi-Cal
28 Organizational Provider Standards”, attached hereto and by this reference incorporated herein

1 and made part of this Agreement. It is acknowledged that all references to Organizational
2 Provider and/or Provider in Exhibit K shall refer to Subrecipient.

3 **19.3 Medi-Cal Certification and Mental Health Plan Compliance.** Subrecipient will
4 establish and maintain Medi-Cal certification or become certified within ninety (90) days of the
5 effective date of this Agreement through County to provide reimbursable services to Medi-Cal
6 eligible persons served. In addition, Subrecipient shall work with the County’s DBH to execute
7 the process if not currently certified by County for credentialing of staff. During this process, the
8 Subrecipient will obtain a legal entity number established by the DHCS, a requirement for
9 maintaining Mental Health Plan organizational provider status throughout the term of this
10 Agreement. Subrecipient will be required to become Medi-Cal certified prior to providing
11 services to Medi-Cal eligible persons served and seeking reimbursement from the County.
12 Subrecipient will not be reimbursed by County for any services rendered prior to certification.

13 Subrecipient shall provide direct specialty mental health services in accordance with the
14 Mental Health Plan. Subrecipient must comply with the “Fresno County Mental Health Plan
15 Compliance Program and Code of Conduct” set forth in Exhibit J, attached hereto and
16 incorporated herein by reference and made part of this Agreement.

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

26 **19.4 Network Adequacy.** The Subrecipient shall ensure that all services covered under
27 this Agreement are available and accessible to persons served in a timely manner and in
28

1 accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206
2 (a), (c)).

3 Subrecipient shall submit, when requested by County and in a manner and format
4 determined by the County, network adequacy certification information to the County, utilizing a
5 provided template or other designated format.

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

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

11 **19.5 Compliance Program, Including Fraud Prevention and Overpayments.**

12 Subrecipient shall have in place a compliance program designed to detect and prevent fraud,
13 waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

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

17 (B) A Compliance Officer (CO) who is responsible for developing and implementing
18 policies, procedures, and practices designed to ensure compliance with the
19 requirements of this Agreement and who reports directly to the CEO and the Board of
20 Directors.

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

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

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

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

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

8 (H) The requirement for prompt reporting and repayment of any overpayments
9 identified.

10 **19.6 Reporting.** Subrecipient must have administrative and management arrangements
11 or procedures designed to detect and prevent fraud, waste and abuse of federal or state health
12 care funding. Subrecipient must report fraud and abuse information to the County including but
13 not limited to:

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

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

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

20 (D) Information about a change in the Subrecipient's circumstances that may affect
21 the network provider's eligibility to participate in the managed care program, including
22 the termination of this Agreement with the Subrecipient as per 42 C.F.R. §
23 438.608(a)(6).

24 Subrecipient shall implement written policies that provide detailed information about the
25 False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the
26 Act, including information about rights of employees to be protected as whistleblowers.

27 Subrecipient shall make prompt referral of any potential fraud, waste or abuse to County
28 or potential fraud directly to the State Medicaid Fraud Control Unit.

1 **Article 21**

2 **Data Security**

3 21.1 **Data Security Requirements.** Subrecipient shall comply with data security
4 requirements in Exhibit L to this Agreement.

5
6 **Article 22**

7 **Publicity Prohibition**

8 22.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly
9 or indirectly under this Agreement shall be used for Subrecipient's advertising, fundraising, or
10 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
11 promotion.

12 22.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in
13 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the
14 availability of such specific services when approved in advance by County's DBH Director or
15 designee and at a cost to be provided in Exhibit C for such items as written/printed materials,
16 the use of media (i.e., radio, television, newspapers), and any other related expense(s).
17 Communication products must follow DBH graphic standards, including typefaces and colors, to
18 communicate our authority and project a unified brand. This includes all media types and
19 channels and all materials on and offline that are created as part of DBH's efforts to provide
20 information to the public.

21 **Article 23**

22 **Disclosure of Self-Dealing Transactions**

23 23.1 **Applicability.** This Article 23 applies if the Subrecipient is operating as a
24 corporation, or changes its status to operate as a corporation.

25 23.2 **Duty to Disclose.** If any member of the Subrecipient's board of directors is party to a
26 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
27 "Self-Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the
28 County before commencing the transaction or immediately after.

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

21 Article 25

22 Disclosure of Ownership and/or Control Interest Information

23 25.1 **Applicability.** This provision is only applicable if Subrecipient is disclosing entities,
24 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),
25 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

26 25.2 **Duty to Disclose.** Subrecipient must disclose the following information as requested
27 in the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,
28 Exhibit M:

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

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

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

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

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

17 (B) Disclosures Related to Business Transactions:

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

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

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

25 (1) The identity of any person who has an ownership or control interest in the
26 provider or is an agent or managing employee of the provider who has been
27 convicted of a criminal offense related to that person's involvement in any program
28

1 under the Medicare, Medicaid, or the Title XXI services program since the inception
2 of those programs. (42 C.F.R. § 455.106.)

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

7 25.3 Subrecipient must provide disclosure upon execution of Contract, extension for
8 renewal, and within 35 days after any change in Subrecipient ownership or upon request of
9 County. County may refuse to enter into an agreement or terminate an existing agreement with
10 Subrecipient if Subrecipient fails to disclose ownership and control interest information,
11 information related to business transactions and information on persons convicted of crimes, or
12 if Subrecipient did not fully and accurately make the disclosure as required.

13 25.4 Subrecipient must provide the County with written disclosure of any prohibited
14 affiliations under 42 C.F.R. § 438.610. Subrecipient must not employ or subcontract with
15 providers or have other relationships with providers Excluded from participation in Federal
16 Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42
17 C.F.R. §438.610.

18 25.5 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to
19 DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this
20 Agreement where any person with five (5) percent or greater direct or indirect ownership interest
21 in Subrecipient has been convicted of a criminal offense related to that person's involvement
22 with the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may
23 terminate this Agreement where any person with five (5) percent or greater direct or indirect
24 ownership interest in the Subrecipient did not submit timely and accurate information and
25 cooperate with any screening method required in CFR, Title 42, Section 455.416.

26 **Article 26**

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

1 26.1 **Applicability.** Subrecipient is required to disclose if any of the following conditions
2 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively
3 referred to as “Subrecipient”):

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

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

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

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

11 or

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

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

15 26.2 **Duty to Disclose.** Disclosure of the above information will not automatically
16 eliminate Subrecipient from further business consideration. The information will be considered
17 as part of the determination of whether to continue and/or renew this Agreement and any
18 additional information or explanation that Subrecipient elects to submit with the disclosed
19 information will be considered. If it is later determined that the Subrecipient failed to disclose
20 required information, any contract awarded to such Subrecipient may be immediately voided
21 and terminated for material failure to comply with the terms and conditions of the award.

22 Subrecipient must sign a “Certification Regarding Debarment, Suspension, and Other
23 Responsible Matters – Primary Covered Transactions” in the form set forth in Exhibit N attached
24 hereto and by this reference incorporated herein. Additionally, Subrecipient must immediately
25 advise the County in writing if, during the term of the Agreement: (1) Subrecipient becomes
26 suspended, debarred, excluded or ineligible for participation in Federal or State funded
27 programs or from receiving federal funds as listed in the excluded parties list system
28 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to

1 Subrecipient. Subrecipient shall indemnify, defend, and hold County harmless for any loss or
2 damage resulting from a conviction, debarment, exclusion, ineligibility, or other matter listed in
3 the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

4 **Article 27**

5 **Cultural and Linguistic Competency**

6 27.1 **General.** All services, policies and procedures must be culturally and linguistically
7 appropriate. Subrecipient must participate in the implementation of the most recent Cultural
8 Competency Plan for the County and shall adhere to all cultural competency standards and
9 requirements. Subrecipient shall participate in the County's efforts to promote the delivery of
10 services in a culturally competent and equitable manner to all individuals, including those with
11 limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and
12 regardless of gender, sexual orientation, or gender identity including active participation in the
13 County's Diversity, Equity and Inclusion Committee.

14 27.2 **Policies and Procedures.** Subrecipient shall comply with requirements of policies
15 and procedures for ensuring access and appropriate use of trained interpreters and material
16 translation services for all limited and/or no English proficient beneficiaries, including, but not
17 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the
18 policies and procedures, and monitoring its language assistance program. Subrecipient's
19 policies and procedures shall ensure compliance of any subcontracted providers with these
20 requirements.

21 27.3 **Interpreter Services.** Subrecipient shall notify its beneficiaries that oral
22 interpretation is available for any language and written translation is available in prevalent
23 languages and that auxiliary aids and services are available upon request, at no cost and in a
24 timely manner for limited and/or no English proficient beneficiaries and/or beneficiaries with
25 disabilities. Subrecipient shall avoid relying on an adult or minor child accompanying the
26 beneficiary to interpret or facilitate communication; however, if the beneficiary refuses language
27 assistance services, the Subrecipient must document the offer, refusal, and justification in the
28 beneficiary's file.

1 **27.4 Interpreter Qualifications.** Subrecipient shall ensure that employees, agents,
2 subcontractors, and/or partners who interpret or translate for a beneficiary or who directly
3 communicate with a beneficiary in a language other than English (1) have completed annual
4 training provided by County at no cost to Subrecipient; (2) have demonstrated proficiency in the
5 beneficiary's language; (3) can effectively communicate any specialized terms and concepts
6 specific to Subrecipient's services; and (4) adheres to generally accepted interpreter ethic
7 principles. As requested by County, Subrecipient shall identify all who interpret for or provide
8 direct communication to any program beneficiary in a language other than English and identify
9 when the Subrecipient last monitored the interpreter for language competence.

10 **27.5 CLAS Standards.** Subrecipient shall submit to County for approval, within ninety
11 (90) days from date of contract execution, Subrecipient's plan to address all fifteen (15) National
12 Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the
13 Office of Minority Health and as set forth in Exhibit O "National Standards on Culturally and
14 Linguistically Appropriate Services", attached hereto and incorporated herein by reference and
15 made part of this Agreement. As the CLAS standards are updated, Subrecipient's plan must be
16 updated accordingly. As requested by County, Subrecipient shall be responsible for conducting
17 an annual CLAS self-assessment and providing the results of the self-assessment to the
18 County. The annual CLAS self-assessment instruments shall be reviewed by the County and
19 revised as necessary to meet the approval of the County.

20 **27.6 Training Requirements.** Cultural competency training for Subrecipient staff should
21 be substantively integrated into health professions education and training at all levels, both
22 academically and functionally, including core curriculum, professional licensure, and continuing
23 professional development programs. As requested by County, Subrecipient shall report on the
24 completion of cultural competency trainings to ensure direct service providers are completing a
25 minimum of twelve (12) hours of annual cultural competency training.

26 **27.7 Continuing Cultural Competence.** Subrecipient shall create and sustain a forum
27 that includes staff at all agency levels to discuss cultural competence. Subrecipient shall
28

1 designate a representative from Subrecipient’s team to attend County’s Diversity, Equity and
2 Inclusion Committee.

3 **Article 28**

4 **General Terms**

5 28.1 **Modification.** Except as provided in Article 7, “Termination and Suspension,” this
6 Agreement may not be modified, and no waiver is effective, except by written agreement signed
7 by both parties. The Subrecipient acknowledges that County employees have no authority to
8 modify this Agreement except as expressly provided in this Agreement.

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

17 (B) In addition, changes to expense category subtotals, as set forth in Exhibit C, that
18 when added together during the term of the agreement do not exceed ten percent (10%)
19 of the total maximum compensation payable to Subrecipient, may be made with the
20 written approval of Subrecipient and County’s DBH Director or designee, and County’s
21 DSS Director or designee. Said modifications shall not result in any change to the
22 maximum compensation amount payable to Subrecipient, as stated herein.

23 (C) Changes to Exhibit B, “Scope of Services”, for the sole purpose of recategorizing
24 the services to meet the requirements for CalFresh Employment and Training (CFET)
25 Section may be made with the written approval of the Subrecipient and the County’s
26 DSS Director or their designee through an amendment approved by County’s County
27 Counsel and the County’s Auditor-Controller/Treasurer-Tax Collector’s Office. Said
28

1 modifications shall not result in any changes to the services provided or the maximum
2 compensation amount payable to Subrecipient, as stated in this Agreement.

3 (D) Subrecipient agrees that reductions to the maximum compensation set forth
4 under Section 4.3 of this Agreement may be necessitated by a reduction in funding from
5 State or Federal sources. Said modifications shall not result in any changes to the scope
6 of services in this Agreement. Any such reduction to the maximum compensation, not to
7 exceed 20% of the compensation in Section 4.3, may be made with the written approval
8 of County's DSS Director or their designee and Subrecipient. Subrecipient further
9 understands that this Agreement is subject to any restriction, limitations, or enactments
10 of all legislative bodies which affect the provisions, term, or funding of this Agreement in
11 any manner. If the parties do not provide written approval for modification due to
12 reduced funding, this Agreement may be terminated in accordance with Section 7.1
13 above.

14 **28.2 Separate Agreement.** It is mutually understood by the parties that this Agreement
15 does not, in any way, create a joint venture among Subrecipient. By execution of this
16 Agreement, Subrecipient understand that a separate Agreement is formed between each
17 individual Subrecipient and County.

18 **28.3 Addition/Deletion of Providers.** The County reserves the right at any time during
19 the term of this Agreement to add Subrecipients to and remove Subrecipients from the list
20 contained on Exhibit A. It is understood that any such additions and removals will not affect
21 compensation paid to the other Subrecipients, and therefore such additions and removals may
22 be made by County without notice or approval of other Subrecipients under this Agreement. The
23 County's DBH Director, or designee, may remove a Subrecipient from the agreement where
24 there is mutual written consent between the DBH Director and Subrecipient.

25 **28.4 Non-Assignment.** Neither party may assign its rights or delegate its obligations
26 under this Agreement without the prior written consent of the other party.

27 **28.5 Governing Law.** The laws of the State of California govern all matters arising from
28 or related to this Agreement.

1 28.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Subrecipient consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 28.7 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 28.8 **Days.** Unless otherwise specified, "days" means calendar days.

10 28.9 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 28.10 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 28.11 **Nondiscrimination.** During the performance of this Agreement, the Subrecipient
18 shall not unlawfully discriminate against any employee or applicant for employment, or recipient
19 of services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

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

1 28.12 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
2 of the Subrecipient under this Agreement on any one or more occasions is not a waiver of
3 performance of any continuing or other obligation of the Subrecipient and does not prohibit
4 enforcement by the County of any obligation on any other occasion.

5 28.13 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
6 between the Subrecipient and the County with respect to the subject matter of this Agreement,
7 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
8 publications, and understandings of any nature unless those things are expressly included in
9 this Agreement. If there is any inconsistency between the terms of this Agreement without its
10 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
11 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
12 exhibits.

13 28.14 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
14 create any rights or obligations for any person or entity except for the parties.

15 28.15 **Authorized Signature.** The Subrecipient represents and warrants to the County
16 that:

17 (A) The Subrecipient is duly authorized and empowered to sign and perform its
18 obligations under this Agreement.

19 (B) The individual signing this Agreement on behalf of the Subrecipient is duly
20 authorized to do so and his or her signature on this Agreement legally binds the
21 Subrecipient to the terms of this Agreement.

22 28.16 **Electronic Signatures.** The parties agree that this Agreement may be executed by
23 electronic signature as provided in this section.

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

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

9 (D) Each party using a digital signature represents that it has undertaken and
10 satisfied the requirements of Government Code section 16.5, subdivision (a),
11 paragraphs (1) through (5), and agrees that each other party may rely upon that
12 representation.

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

16 28.17 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
17 original, and all of which together constitute this Agreement.

18 [SIGNATURE PAGE FOLLOWS]
19
20
21
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27
28

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

2 Please see attached signatures.

COUNTY OF FRESNO

3
4



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

7 **Attest:**
8 Bernice E. Seidel
9 Clerk of the Board of Supervisors
10 County of Fresno, State of California

11 By: 
12 Deputy

13 For accounting use only:

14 Org No.: 56304768
15 Account No.: 7295/0
16 Fund No.: 0001
17 Subclass No.: 10000

18 Org No.: 56107001
19 Account No.: 7870
20 Fund No.: 0001
21 Subclass No.: 10000

22 Org No.: 56201019
23 Account No.: 7295
24 Fund No.: 0001
25 Subclass No.: 10000

26
27
28

1 **SUBRECIPIENT:**

2 **Centro La Familia Advocacy Services, Inc.**

3
4 By: Robert E. Solis

5 Print Name: Robert Solis

6
7 Title: Board Chair
8 Chairman of the Board, or President, or
9 any Vice President

10
11 By: Marc V. Young

12 Print Name: Marc V. Young

13
14 Title: Accountant
15 Secretary (of Corporation), or any
16 Assistant Secretary, or Chief Financial
17 Officer, or any Assistant Treasurer

18
19 Date: 6-3-2024

20 Mailing Address:
21 302 Fresno Street, Suite 102
22 Fresno, CA 93706

23
24
25
26
27
28 Phone No.: (559) 237-2961
Contact: Margarita A. Rocha

1 **SUBRECIPIENT:**

2 **Kings View**

3 DocuSigned by:
4 *Amanda Nugent Divine*
A04F817F73914D5...

5 Print Name: Amanda Nugent Divine, PhD

6
7 Title: CEO
8 **Chairman of the Board, or President, or**
9 **any Vice President**

10 DocuSigned by:
11 *Michael Kosareff*
79825D1D4D6C40B...

12 Print Name: Michael
13 Kosareff

14 Title: CFO
15 **Secretary (of Corporation), or any**
16 **Assistant Secretary, or Chief Financial**
Officer, or any Assistant Treasurer

17 Date: 6/3/2024

18
19 Mailing Address:
20 7058 N. West Avenue, Suite 178
21 Fresno, CA 93711

22 Phone No.: (559) 256-4474 ext. 4007
23 Contact: Darrell Hamilton
24
25
26
27
28

1 **SUBRECIPIENT:**

2 **Poverello House**

3
4 By: 

5 Print Name: ZACHARY D. DARRAGH

6
7 Title: CHIEF EXECUTIVE OFFICER
8 Chairman of the Board, or President, or
9 any Vice President

10
11 By: 

12 Print Name: Linda Bruman

13
14 Title: CFO
15 Secretary (of Corporation), or any
16 Assistant Secretary, or Chief Financial
17 Officer, or any Assistant Treasurer

18
19 Date: 6/4/2024

20 Mailing Address:
21 412 F Street
22 Fresno, CA 93706

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Exhibit A

List of Subrecipients

- 1
- 2 I. Centro La Familia Advocacy Services, Inc.
- 3 302 Fresno Street, Suite 102
- 4 Fresno, CA 93706
- 5 (559) 237-2961
- 6 Contact: Margarita A. Rocha, Executive Director
- 7 Alma Aguilar, Program Manager
- 8
- 9 II. Kings View
- 10 7058 N. West Avenue, Suite 178
- 11 Fresno, CA 93711
- 12 Contact: Amanda Nugent-Divine, PhD, Chief Executive Officer
- 13 Darrell Hamilton, Regional Director of Behavioral Health
- 14
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- III. Poverello House
- 412 F Street
- Fresno, CA 93706
- (559) 498-6988
- Contact: Zachary D. Darrah, Chief Executive Officer
- Sara Mirhadi, Chief Program Officer

Exhibit B

Scope of Services

I. PROGRAM OVERVIEW

The Multi-Agency Access Program (MAP) is a “no-wrong door” access point that serves all persons living in Fresno County, including unserved and underserved populations, seeking services and assistance. Services provided will address a variety of life domains including mental health, substance use disorder, physical health, social service needs, employment, housing/homelessness, and justice/legal assistance, among others. The Subrecipient will operate MAP Points (sites) strategically established throughout rural and metropolitan areas of Fresno County and used a web-based platform to administer the MAP Community Screening Tool (CST). MAP will improve the person served experience by connecting persons served to appropriate resources and services via real-time linkages, as opposed to referrals. The Subrecipient will work closely with the County’s Department of Behavioral Health (DBH), Department of Social Services (DSS), Department of Public Health (DPH), and Probation Department to provide MAP services.

The County and Subrecipients acknowledge that a CFET program will be offered at the MAP programs to eligible Non Assistance CalFresh recipients.

II. SERVICES

a. Screening

Subrecipient shall:

- i. Use the MAP CST imbedded in the Unite Us Platform to collect pertinent information from persons served to best address and/or resolve the identified needs and goals of persons served.
- ii. Ensure that staff have access and receive thorough training to use the Unite Us Platform by accessing the training and refreshers available online on the Unite Us Platform website.

Exhibit B

1 The Subrecipient is expected to inform the County's DBH when
2 additional training is needed.

- 3 iii. Utilize other standardized screening and assessment tools,
4 including the Vulnerability Index – Service Prioritization Decision
5 Assistance Tool (VI-SPDAT), as appropriate, to assess needs of
6 persons served.

7 b. Linkages

8 Subrecipient's MAP Navigators shall:

- 9 i. Administer the MAP CST to persons served, using Motivational
10 Interviewing to identify their goals and values, and areas of
11 need.
- 12 ii. Use the MAP CST to develop an action or linkage plan for the
13 person served, and monitor completion of linked services,
14 resources, and assessments.
- 15 iii. Provide information regarding necessary documents and assist
16 in completing service applications.
- 17 iv. Link persons served to appropriate services and resources,
18 instead of making referrals, including arranging transportation to
19 and from services and resources within Fresno County.
20 Navigators must ensure the receiving resource or service
21 provider is directly contacted and an appointment date and time
22 is confirmed.
- 23 v. Navigators may directly provide services where appropriate.
24 Services that are medical or clinical in nature shall not be
25 provided by MAP staff; person served shall be linked to
26 appropriate and qualified practitioners.
- 27
28

Exhibit B

1 vi. Coordinate and communicate with resource (receiving) entities
2 in compliance with confidentiality rules of the Fresno County
3 Mental Health Plan (MHP).

4 c. Cal Fresh Employment and Training

5 Subrecipient shall:

6 i. Provide CFET components to persons served when applicable
7 and necessary, and may include orientation and assessment,
8 case management and at least one of the following program
9 components: 1) Education; 2) Job Retention; 3) Self
10 Employment Training; 4) Supervised Job Search; 5) Work
11 Experience; and 6) Workfare.

12 ii. Retain and review the California Department of Social Services
13 (CDSS) Executive Summary for All County Letter No. 22-99
14 regarding the CalFresh Employment and Training (E&T)
15 program and guidance of the CalFresh E&T Handbook and
16 updates as applicable.

17 iii. Receive referrals from DSS, whether by direct referral or reverse
18 referral. CFET services shall not be rendered until a
19 determination has been made by DSS that the participant is
20 eligible and appropriate for the CFET program.

21 iv. Provide CFET services once the Federal Food and Nutrition
22 Services Department and the California Department of Social
23 Services have approved the CFET annual plan, which will
24 include the MAP CFET program, which will occur on or around
25 October 1, 2024. DSS will provide notification that the MAP
26 CFET program has been approved and CFET services can
27 begin.

28 d. COVID-19 Resources and Education

Exhibit B

1 Subrecipient shall:

- 2 i. Include a resource integration plan for specific underlying
3 conditions exacerbated as a result of COVID-19, such as
4 enrollment in into evidence-based interventions, incorporate
5 clinic linkage integration, and other linkage integration
6 mechanisms.
- 7 ii. Provide evidence-based lifestyle change program(s)
8 interventions for health impacts as a result of COVID-19.
- 9 iii. Provide information and/or linkages pertaining to COVID-19
10 during outreach events, including wrap-around services.
- 11 iv. May utilize identified screening tools to identify social
12 determinants of health, COVID-19 related disparities, and other
13 wrap-around services, including health conditions as a result of
14 COVID-19.

15 e. Documentation Assistance

16 The Subrecipient will assist persons served in obtaining necessary
17 documents such as state identification card, social security card, birth
18 certificate, immigration-related documents (e.g., passport, green card),
19 and others, as necessary, to link persons served to appropriate services
20 such as public benefits, housing, and health insurance enrollment.

21 f. Transportation

22 The Subrecipient will provide transportation for persons served to and
23 from identified resource agencies or service providers, as necessary.
24 Transportation may be provided in the form of bus tokens or via
25 designated MAP vehicles.

26 g. MAP Website

27 The Subrecipient will maintain the MAP website www.fresnomap.org and
28 ensure that all information is accurate and current.

Exhibit B

1 III. STAFFING

2 For appropriate service provision, program coordination and operations, the
3 Subrecipient will ensure the following staff positions or equivalent are adequately
4 filled:

- 5 a. Program Lead/Manager – Oversees MAP Points to ensure operations run
6 smoothly, including records management, security, communications,
7 transportation services, staff sharing, and staff training.
- 8 b. Navigator – Administer the MAP CST and other relevant screening and
9 assessment tools to develop an action plan with persons served, create
10 appropriate linkages, and assist in other matters relating to the goals and
11 needs of the person served. Navigators will provide some case
12 management and be knowledgeable in cultural sensitivity and
13 competency, motivational interviewing, and community resources.
- 14 c. Transporter – Use MAP vehicles to transport persons served to and from
15 linked appointments. Transporters must maintain an active California
16 Drivers License in good standing.

17 IV. SUBRECIPIENT RESPONSIBILITIES:

18 Subrecipient shall:

- 19 a. Demonstrate knowledge of CalAIM and specific services available
20 through Enhanced Care Management (ECM), and willingness to partner
21 and contract for delivery of ECM through the Managed Care Plan.
- 22 b. Commit to working with County departments including but not limited to
23 the DBH, DSS, DPH, and Probation Department, to continuously explore
24 alignment of services, all funding resources, and strengthen coordination
25 of services.
- 26 c. Ensure MAP staff are trained in Motivational Interviewing (MI) and other
27 relevant evidence-based practices when working with persons served.

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Exhibit B

- 1 d. Participate in all scheduled MAP meetings and represent MAP at various
- 2 community meetings, as requested.
- 3 e. Ensure staff receive training relevant to their roles and responsibilities,
- 4 including but not limited to underlying conditions as a result of COVID-19.

5 V. REPORTING

6 a. Performance and Outcomes Reports

- 7 i. The Subrecipient shall collect and make available reportable
- 8 data to fulfill MHSA PEI funding requirements, as defined by the
- 9 California Department of Health Care Services (DCHS), for the
- 10 annual MHSA Annual Update.
- 11 ii. The Subrecipient shall provide data and information, as
- 12 requested by DBH, for the Annual Outcomes Report.
- 13 iii. The Subrecipient shall complete and return the Semiannual
- 14 Cultural Competency Report (SCCR) in a timely manner for
- 15 each reporting period, in compliance with the Culturally
- 16 Linguistic Appropriate Services (CLAS) Standards and Cultural
- 17 Competency Plan requirements.
- 18 iv. The Subrecipient will retain and provide data as specified by
- 19 CDSS and the CFET Handbook.
- 20 v. The Subrecipient shall collect and report the following metrics
- 21 pertaining to COVID-19-related activities and information
- 22 services:
 - 23 1. Number of COVID-19-specific screens completed.
 - 24 2. Number of participants enrolled to be connected to
 - 25 individualized (wrap-around) services.
 - 26 3. Number of COVID-19 mitigation services provided.
 - 27 4. Number of educational materials provided to address
 - 28 participant physical health and COVID-19.

Exhibit B

1 vi. The Subrecipient shall participate in the collection and delivery
2 of data and information for additional reports, as needed and
3 defined by the County.

4 b. Staffing Report

5 i. The Subrecipient shall provide monthly staffing reports, as
6 determined by the County, and include trained non-funded
7 persons providing MAP services such as volunteers and interns.
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Exhibit C

**Multi-Agency Access Program (MAP)
Centro La Familia Advocacy Services, Inc
Fiscal Year (FY) 2024-25**

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Department Manager	0.50	\$ 28,275		\$ 28,275
1102					-
1103			-		-
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.50	\$ 28,275		\$ 28,275
Acct #	Program Position	FTE	Admin	Program	Total
1116	MAP Point Navigator	1.00		\$ 46,800	\$ 46,800
1117	MAP Point Navigator	1.00		\$ 46,800	\$ 46,800
1118	MAP Point Navigator	1.00		\$ 46,800	\$ 46,800
1119					\$ -
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		3.00		\$ 140,400	\$ 140,400
			Admin	Program	Total
Direct Personnel Salaries Subtotal		3.50	\$ 28,275	\$ 140,400	\$ 168,675
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 848	\$ 4,388	\$ 5,236
1202	Worker's Compensation		106	892	998
1203	Health Insurance		3,000	18,000	21,000
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-

Exhibit C

1206	Other (specify)	-	-	-
Direct Employee Benefits Subtotal:		\$ 3,954	\$ 23,280	\$ 27,234
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	2,163	11,188	13,351
1303	SUI	271	1,628	1,899
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 2,434	\$ 12,816	\$ 15,250
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 34,663	\$ 176,496	\$ 211,159

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	16%	84%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	2,139
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	2,000
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Bus tokens for Clients	220
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 4,359

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 3,600
3002	Printing/Postage	1,500
3003	Office, Household & Program Supplies	2,400
3004	Advertising	-
3005	Staff Development & Training	-
3006	Staff Mileage	5,628
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Equipment Repairs/ Network and computer support/ Server Maintenance	1,350
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 14,478

4000: DIRECT FACILITIES & EQUIPMENT
--

Exhibit C

Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	10,500
4003	Rent/Lease Equipment	600
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	1,500
4007	Janitorial	2,700
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 15,300

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 375
5002	HMIS (Health Management Information System)	2,976
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 3,351

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	1,000
6003	Accounting/Bookkeeping	4,800
6004	External Audit	2,000
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Other (Administrative Overhead)	18,100
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 25,900

INDIRECT COST RATE	10.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 7,000
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	300
7003	Furniture & Fixtures	3,150
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)	-

Exhibit C

7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 10,450

TOTAL PROGRAM EXPENSES		\$ 284,997
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify)	0	-	-
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		0		\$ -
Estimated % of Clients who are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				-
Federal Financial Participation (FFP) %			0%	-
MEDI-CAL FFP TOTAL				\$ -

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		207,271
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 207,271

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other: CFET - CalFresh Employment & Training (provided through DSS)	25,909
8405	Other: ELC - Epidemiology & Laboratory Capacity fo rInfection Diseases (provided through DPH)	51,818
OTHER REVENUE TOTAL		\$ 77,726

TOTAL PROGRAM FUNDING SOURCES:		\$ 284,997
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NET PROGRAM COST:		\$ (0)
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Exhibit C

**Multi-Agency Access Program (MAP)
Centro La Familia Advocacy Services, Inc
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		211,159	
Administrative Positions		28,275	
1101	Program Manager	28,275	The Program Manager will oversee implementation of this program, supervising Navigators and ensuring quality service delivery. Will serve as point of contact between DBH and navigators.
1102	0	-	
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		140,400	
1116	MAP Point Navigator	46,800	Assist clients with MAP Point Services, administer the Community Screening Tool and the VI-SPDAT to clients and assist with linkages. Calculated at \$3,900 per month x 12 months
1117	MAP Point Navigator	46,800	Assist clients with MAP Point Services, administer the Community Screening Tool and the VI-SPDAT to clients and assist with linkages. Calculated at \$3,900 per month x 12 months
1118	MAP Point Navigator	46,800	Assist clients with MAP Point Services, administer the Community Screening Tool and the VI-SPDAT to clients and assist with linkages. Calculated at \$3,900 per month x 12 months
1119	MAP Point Navigator	-	
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		27,234	
1201	Retirement	5,236	Calculated at 3.5 FTE at 3% of salary rates
1202	Worker's Compensation	998	Budgeted based on current salary expenses.
1203	Health Insurance	21,000	Calculated at blended staff rate for project funded staff. Cost: \$500 per mo x 12 mo x 3.5 FTE
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		15,250	
1301	OASDI	-	
1302	FICA/MEDICARE	13,351	Calculated at 7.65% per salary dollar.
1303	SUI	1,899	Budgeted based on current salary expenses.
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	

2000: DIRECT CLIENT SUPPORT		4,359	
2001	Child Care	-	

Exhibit C

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
2002	Client Housing Support	-		
2003	Client Transportation & Support	-		
2004	Clothing, Food, & Hygiene	2,139		Supplies provided to clients in need of clothing, food and hygiene.
2005	Education Support	-		
2006	Employment Support	-		
2007	Household Items for Clients	2,000		Supplies provided to clients in need of household items.
2008	Medication Supports	-		
2009	Program Supplies - Medical	-		
2010	Utility Vouchers	-		
2011	Bus tokens for Clients	220		Bus Tokens for Clients 4 packs, \$55 for a pack of 50
2012	Other (specify)	-		
2013	Other (specify)	-		
2014	Other (specify)	-		
2015	Other (specify)	-		
2016	Other (specify)	-		

3000: DIRECT OPERATING EXPENSES		14,478		
3001	Telecommunications	3,600		Cell phones: 3.5 FTE x \$50/mo x 12 mo + VOIP/PRI/Data x \$2500 per month x 5% of staffing
3002	Printing/Postage	1,500		Postage @ \$25 per month x 12 mo + Printing/Copying @2,500 copies per month x .015 per copy x 12 months
3003	Office, Household & Program Supplies	2,400		Office Supplies @ \$200 per month x 12 mo
3004	Advertising	-		
3005	Staff Development & Training	-		
3006	Staff Mileage	5,628		Staff travel mileage @\$.67 per mile. X 200 miles x 3.5 FTE x 12mo. Travel to rural communities for client services.
3007	Subscriptions & Memberships	-		
3008	Vehicle Maintenance	-		
3009	Equipment Repairs/ Network and computer support/ Server Maintenance	1,350		Computer and network support at \$50 per mo x 12 mo + Equipment repairs at \$50 per mo x 12 mo + Server Maintenance at 5% x \$250 x 12 mo
3010	Other (specify)	-		
3011	Other (specify)	-		
3012	Other (specify)	-		

4000: DIRECT FACILITIES & EQUIPMENT		15,300		
4001	Building Maintenance	-		
4002	Rent/Lease Building	10,500		Office rent @ 200 Sqft x 3.5FTE x 1.25/sq.ft x 12
4003	Rent/Lease Equipment	600		Copier Lease 5% x 1,000 month x 12 mo
4004	Rent/Lease Vehicles	-		
4005	Security	-		
4006	Utilities	1,500		Utilities \$2500 per month x 5% x 12 mo
4007	Janitorial	2,700		Janitorial \$4500 per month x 5% x 12 mo
4008	Other (specify)	-		
4009	Other (specify)	-		
4010	Other (specify)	-		

5000: DIRECT SPECIAL EXPENSES		3,351		
5001	Consultant (Network & Data Management)	375		Network Security at \$625 per month x 5% x 12 mo
5002	HMIS (Health Management Information System)	2,976		HMIS Data Entry at \$992 x 3 staff
5003	Contractual/Consulting Services (Specify)	-		
5004	Translation Services	-		
5005	Other (specify)	-		
5006	Other (specify)	-		
5007	Other (specify)	-		
5008	Other (specify)	-		

6000: INDIRECT EXPENSES		25,900		
6001	Administrative Overhead	-		
6002	Professional Liability Insurance	1,000		General Liability 5% x \$20,000 annual premium
6003	Accounting/Bookkeeping	4,800		Financial Services @ 5% x \$8,000 per month x 12 mo
6004	External Audit	2,000		Audit Services @ 5% x annual fee of \$40,000
6005	Insurance (Specify):	-		
6006	Payroll Services	-		
6007	Depreciation (Provider-Owned Equipment to be Used	-		
6008	Personnel (Indirect Salaries & Benefits)	-		
6009	Other (Administrative Overhead)	18,100		Administrative overhead calculated at a rate of 10% to include all indirect costs
6010	Other (specify)	-		
6011	Other (specify)	-		

Exhibit C

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

7000: DIRECT FIXED ASSETS		10,450	
7001	Computer Equipment & Software	7,000	One time costs: Laptops/Docking Stations/Screens at \$2,000 per staff x 3.5 staff
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	300	Mobile printer/scanner at \$100 x 3 staff
7003	Furniture & Fixtures	3,150	One time costs: Desk and Chair for staff calculated at \$900 x 3.5 FTE's
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)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	
8001	Mental Health Services		
8002	Case Management		
8003	Crisis Services		
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment		
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	284,997
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	284,997
BUDGET CHECK:	-

Exhibit C

**Multi-Agency Access Program (MAP)
Centro La Familia Advocacy Services, Inc
Fiscal Year (FY) 2025-26**

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Department Manager	0.50	\$ 28,275		\$ 28,275
1102					-
1103			-		-
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.50	\$ 28,275		\$ 28,275
Acct #	Program Position	FTE	Admin	Program	Total
1116	MAP Point Navigator	1.00		\$ 46,800	\$ 46,800
1117	MAP Point Navigator	1.00		46,800	46,800
1118	MAP Point Navigator	1.00		46,800	46,800
1119					-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		3.00		\$ 140,400	\$ 140,400
			Admin	Program	Total
Direct Personnel Salaries Subtotal		3.50	\$ 28,275	\$ 140,400	\$ 168,675
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 848	\$ 4,388	\$ 5,236
1202	Worker's Compensation		106	892	998
1203	Health Insurance		3,000	18,000	21,000
1204	Other (specify)				-
1205	Other (specify)		-	-	-

Exhibit C

1206	Other (specify)	-	-	-
Direct Employee Benefits Subtotal:		\$ 3,954	\$ 23,280	\$ 27,234
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	2,163	11,188	13,351
1303	SUI	271	1,628	1,899
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 2,434	\$ 12,816	\$ 15,250
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 34,663	\$ 176,496	\$ 211,159

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	16%	84%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	2,139
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	2,000
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Bus Tokens for Clients	220
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 4,359

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 3,600
3002	Printing/Postage	1,500
3003	Office, Household & Program Supplies	2,400
3004	Advertising	-
3005	Staff Development & Training	-
3006	Staff Mileage	5,628
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Equipment Repairs/ Network and computer support/ Server Maintenance	1,350
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 14,478

4000: DIRECT FACILITIES & EQUIPMENT
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Exhibit C

Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	10,500
4003	Rent/Lease Equipment	600
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	1,500
4007	Janitorial	2,700
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 15,300

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 375
5002	HMIS (Health Management Information System)	2,976
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 3,351

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	1,000
6003	Accounting/Bookkeeping	4,800
6004	External Audit	2,000
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Other (Administrative Overhead)	17,100
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 24,900

INDIRECT COST RATE	10.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	300
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)	-

Exhibit C

7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 300

TOTAL PROGRAM EXPENSES		\$ 273,847
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify)	0	-	-
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		0		\$ -
Estimated % of Clients who are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				-
Federal Financial Participation (FFP) %			0%	-
MEDI-CAL FFP TOTAL				\$ -

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	\$ 0
REALIGNMENT TOTAL		\$ 0

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ -
8302	PEI - Prevention & Early Intervention		199,161
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 199,161

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other: CFET - CalFresh Employment & Training (provided through DSS)	24,895
8405	Other: ELC - Epidemiology & Laboratory Capacity fo rInfection Diseases (provided through DPH)	49,790
OTHER REVENUE TOTAL		\$ 74,686

TOTAL PROGRAM FUNDING SOURCES:		\$ 273,847
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NET PROGRAM COST:		\$ -
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Exhibit C

Multi-Agency Access Program (MAP)
 Centro La Familia Advocacy Services, Inc
 Fiscal Year (FY) 2025-26

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 %
Program Manager	DBH/Map Point/Fresno	0.50
	DSS/HSP/Fresno	0.50
Total		1.00

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

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

Position	Contract #/Name/Department/County	FTE %

Exhibit C

**Multi-Agency Access Program (MAP)
Centro La Familia Advocacy Services, Inc
Fiscal Year (FY) 2025-26 Budget Narrative**

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1000: DIRECT SALARIES & BENEFITS		211,159		
Administrative Positions		28,275		
1101	Program Manager	28,275	The Program Manager will oversee implementation of this program, supervising Navigators and ensuring quality service delivery. Will serve as point of contact between DBH and navigators.	
1102	0	-		
1103	0	-		
1104	0	-		
1105	0	-		
1106	0	-		
1107	0	-		
1108	0	-		
1109	0	-		
1110	0	-		
1111	0	-		
1112	0	-		
1113	0	-		
1114	0	-		
1115	0	-		
Program Positions		140,400		
1116	MAP Point Navigator	46,800	Assist clients with MAP Point Services, administer the Community Screening Tool and the VI-SPDAT to clients and assist with linkages. Calculated at \$3,900 per month x 12 months	
1117	MAP Point Navigator	46,800	Assist clients with MAP Point Services, administer the Community Screening Tool and the VI-SPDAT to clients and assist with linkages. Calculated at \$3,900 per month x 12 months	
1118	MAP Point Navigator	46,800	Assist clients with MAP Point Services, administer the Community Screening Tool and the VI-SPDAT to clients and assist with linkages. Calculated at \$3,900 per month x 12 months	
1119	MAP Point Navigator	-		
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		27,234		
1201	Retirement	5,236	Calculated at 3.5 FTE at 3% of salary rates	
1202	Worker's Compensation	998	Budgeted based on current salary expenses.	
1203	Health Insurance	21,000	Calculated at blended staff rate for project funded staff. Cost: \$500 per mo x 12 mo x 3.5 FTE	
1204	Other (specify)	-		
1205	Other (specify)	-		
1206	Other (specify)	-		
Direct Payroll Taxes & Expenses:		15,250		
1301	OASDI	-		
1302	FICA/MEDICARE	13,351	Calculated at 7.65% per salary dollar.	
1303	SUI	1,899	Budgeted based on current salary expenses.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		
2000: DIRECT CLIENT SUPPORT		4,359		
2001	Child Care	-		

Exhibit C

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
2002	Client Housing Support	-		
2003	Client Transportation & Support	-		
2004	Clothing, Food, & Hygiene	2,139		Supplies provided to clients in need of clothing, food and hygiene.
2005	Education Support	-		
2006	Employment Support	-		
2007	Household Items for Clients	2,000		Supplies provided to clients in need of household items.
2008	Medication Supports	-		
2009	Program Supplies - Medical	-		
2010	Utility Vouchers	-		
2011	Bus Tokens for Clients	220		Bus Tokens for Clients 4 packs, \$55 for a pack of 50
2012	Other (specify)	-		
2013	Other (specify)	-		
2014	Other (specify)	-		
2015	Other (specify)	-		
2016	Other (specify)	-		

3000: DIRECT OPERATING EXPENSES		14,478		
3001	Telecommunications	3,600		Cell phones: 3.5 FTE x \$50/mo x 12 mo + VOIP/PRI/Data x \$2500 per month x 5% of staffing
3002	Printing/Postage	1,500		Postage @ \$25 per month x 12 mo + Printing/Copying @2,500 copies per month x .015 per copy x 12 months
3003	Office, Household & Program Supplies	2,400		Office Supplies @ \$200 per month x 12 mo
3004	Advertising	-		
3005	Staff Development & Training	-		
3006	Staff Mileage	5,628		Staff travel mileage @\$.67 per mile. X 200 miles x 3.5 FTE x 12mo. Travel to rural communities for client services.
3007	Subscriptions & Memberships	-		
3008	Vehicle Maintenance	-		
3009	Equipment Repairs/ Network and computer support/ Server Maintenance	1,350		Computer and network support at \$50 per mo x 12 mo + Equipment repairs at \$50 per mo x 12 mo + Server Maintenance at 5% x \$250 x 12 mo
3010	Other (specify)	-		
3011	Other (specify)	-		
3012	Other (specify)	-		

4000: DIRECT FACILITIES & EQUIPMENT		15,300		
4001	Building Maintenance	-		
4002	Rent/Lease Building	10,500		Office rent @ 200 Sqft x 3.5FTE x 1.25/sq.ft x 12
4003	Rent/Lease Equipment	600		Copier Lease 5% x 1,000 month x 12 mo
4004	Rent/Lease Vehicles	-		
4005	Security	-		
4006	Utilities	1,500		Utilities \$2500 per month x 5% x 12 mo
4007	Janitorial	2,700		Janitorial \$4500 per month x 5% x 12 mo
4008	Other (specify)	-		
4009	Other (specify)	-		
4010	Other (specify)	-		

5000: DIRECT SPECIAL EXPENSES		3,351		
5001	Consultant (Network & Data Management)	375		Network Security at \$625 per month x 5% x 12 mo
5002	HMIS (Health Management Information System)	2,976		HMIS Data Entry at \$992 x 3 staff
5003	Contractual/Consulting Services (Specify)	-		
5004	Translation Services	-		
5005	Other (specify)	-		
5006	Other (specify)	-		
5007	Other (specify)	-		
5008	Other (specify)	-		

6000: INDIRECT EXPENSES		24,900		
6001	Administrative Overhead	-		
6002	Professional Liability Insurance	1,000		General Liability 5% x \$20,000 annual premium
6003	Accounting/Bookkeeping	4,800		Financial Services @ 5% x \$8,000 per month x 12 mo
6004	External Audit	2,000		Audit Services @ 5% x annual fee of \$40,000
6005	Insurance (Specify):	-		
6006	Payroll Services	-		
6007	Depreciation (Provider-Owned Equipment to be Used)	-		
6008	Personnel (Indirect Salaries & Benefits)	-		
6009	Other (Administrative Overhead)	17,100		Administrative overhead calculated at a rate of 10% to include all indirect costs
6010	Other (specify)	-		
6011	Other (specify)	-		

Exhibit C

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

7000: DIRECT FIXED ASSETS		300	
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	300	Mobile printer/scanner at \$100 x 3 staff
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)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	
8001	Mental Health Services		
8002	Case Management		
8003	Crisis Services		
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment		
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	273,847
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	273,847
BUDGET CHECK:	-

Exhibit C

Multi-Agency Access Program (MAP)

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	0.010	\$ 2,026		\$ 2,026
1102	Regional Director	0.040	5,733		5,733
1103	Accountant	0.03	2,994		2,994
1104	Quality Improvement Analyst	0.03	2,420		2,420
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-

Direct Personnel Admin Salaries Subtotal **0.11** **\$ 13,173** **\$ 13,173**

Acct #	Program Position	FTE	Admin	Program	Total
1116	Map Point Services Manager	1.00		\$ 75,501	\$ 75,501
1117	Navigators	2.00		95,659	95,659
1118				-	-
1119				-	-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-

Direct Personnel Program Salaries Subtotal **3.00** **\$ 171,160** **\$ 171,160**

	Admin	Program	Total
Direct Personnel Salaries Subtotal	3.11	\$ 13,173	\$ 171,160
			\$ 184,333

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 137	\$ 1,780	\$ 1,917
1202	Worker's Compensation	209	2,721	2,930
1203	Health Insurance	1,073	13,932	15,005
1204	Other (specify)	-	-	-
1205	Other (specify)	-	-	-

Exhibit C

1206	Other (specify)	-	-	-
Direct Employee Benefits Subtotal:		\$ 1,419	\$ 18,433	\$ 19,852
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	1,008	13,094	14,102
1303	SUI	76	993	1,069
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 1,084	\$ 14,087	\$ 15,171
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 15,676	\$ 203,680	\$ 219,356

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	7%	93%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	1,736
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		\$ 1,736

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 7,803
3002	Printing/Postage	363
3003	Office, Household & Program Supplies	450
3004	Advertising	-
3005	Staff Development & Training	189
3006	Staff Mileage	-
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	1,400
3009	Other (Staff Recruitment)	468
3010	Other (Insurance)	7,206
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 17,879

4000: DIRECT FACILITIES & EQUIPMENT
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Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 1,439
4002	Rent/Lease Building	15,600
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	5,707
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 22,746

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 10,770
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:		\$ 10,770

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)	-
6009	Other (Administrative & General Fees)	27,273
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 27,273

INDIRECT COST RATE	10.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 240
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)	-

Exhibit C

7008	Other (specify)		-
		FIXED ASSETS EXPENSES TOTAL	\$ 240

		TOTAL PROGRAM EXPENSES	\$ 300,000
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PROGRAM FUNDING SOURCES			
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8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify)	0	-	-
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		0		\$ -
			Estimated % of Clients who are Medi-Cal Beneficiaries	0%
			Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries	-
			Federal Financial Participation (FFP) %	0%
			MEDI-CAL FFP TOTAL	\$ -

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		218,182
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 218,182

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other: CFET - CalFresh Employment & Training (provided through DSS)	27,273
8405	Other: ELC - Epidemiology & Laboratory Capacity fo rInfection Diseases (provided through DPH)	54,545
OTHER REVENUE TOTAL		\$ 81,818

		TOTAL PROGRAM FUNDING SOURCES:	\$ 300,000
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		NET PROGRAM COST:	\$ -
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Exhibit C

**Multi-Agency Access Program (MAP)
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	0.05
	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	0.28
	Madera	0.06
	Admin	0.20
	Kings	0.02
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Regional Director	PATH SMHS/Fresno	0.085
	PATH OEL/Fresno	0.080
	PATH STARS/Fresno	0.090
	Blue Sky/Fresno	0.110
	Rural Crisis Intervention/Fresno	0.160
	Metro CIT/Fresno	0.270
	Map Point/Fresno	0.040
	FURS/Fresno	0.060
	Suicide Prevention Follow-up Call/Fresno	0.010
	CVSPH	0.034
	Madera	0.060
	Total	

Position	Contract #/Name/Department/County	FTE %
Accountant	Map Point/Fresno	0.03
	Kings	0.86
	Finance Department	0.11

Exhibit C

Total		<u>1.00</u>

Position	Contract #/Name/Department/County	FTE %
Quality Improvement Analyst	PATH SMHS/Fresno	0.05
	PATH OEL/Fresno	0.05
	PATH STARS/Fresno	0.07
	Blue Sky/Fresno	0.12
	Rural Crisis Intervention/Fresno	0.27
	CCMU-Rural CIT/Fresno	-
	CCMU-Metro CIT/Fresno	-
	Metro CIT/Fresno	0.25
	Map Point/Fresno	0.03
	FURS/Fresno	0.03
	Quality & Performance Improvement Department	0.13
Total		<u>1.00</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 %

Exhibit C

**Multi-Agency Access Program (MAP)
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		219,356		
Administrative Positions		13,173		
1101	Executive Director	2,026	Position will provide agency specific staff oversight and represent and maintain the collaborative relationship between agencies.	
1102	Regional Director	5,733	This position will assist Executive Director with staff oversight and representing and maintaining the collaborative relationship between agencies.	
1103	Accountant	2,994	Prepares and provides budget guidance, monthly invoicing and other fiscal services.	
1104	Quality Improvement Analyst	2,420	This position will perform a wide range of duties to support data collection, management, and reporting needs for all collaborative partnerships.	
1105	0	-		
1106	0	-		
1107	0	-		
1108	0	-		
1109	0	-		
1110	0	-		
1111	0	-		
1112	0	-		
1113	0	-		
1114	0	-		
1115	0	-		
Program Positions		171,160		
1116	Map Point Services Manager	75,501	This position will oversee the Multi Agency Access Program locations to ensure operations are running smoothly and in compliance with the contract requirements.	
1117	Navigators	95,659	Navigators will provide screenings to clients and based on that information link the client to services they may need. Navigators will also collaborate with other agencies and be well versed in community resources.	
1118	0	-		
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		19,852		
1201	Retirement	1,917	Cost of 401K; estimated at 1.04% from total salaries. Annual budgets are budgeted anticipating all staff will sign up for benefits.	
1202	Worker's Compensation	2,930	Workers Comp Insurance; estimated at 1.59% from total salaries.	
1203	Health Insurance	15,005	Cost of Medical, Vision, Dental, Life and Long Term Disability Insurance; estimated at 8.14% from total salaries. Annual budgets are budgeted anticipating all staff will sign up for benefits.	
1204	Other (specify)	-		
1205	Other (specify)	-		
1206	Other (specify)	-		
Direct Payroll Taxes & Expenses:		15,171		
1301	OASDI	-		
1302	FICA/MEDICARE	14,102	Cost of FICA/Medicare; estimated at 7.65% from total salaries. Cost savings due to vacancies through out the year.	
1303	SUI	1,069	Cost of SUI; estimated at .58% from total salaries.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		
2000: DIRECT CLIENT SUPPORT		1,736		
2001	Child Care	-		
2002	Client Housing Support	-		
2003	Client Transportation & Support	-		

Exhibit C

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2004	Clothing, Food, & Hygiene	1,736	Expenses that support 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.
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		17,879	
3001	Telecommunications	7,803	Cost of landline telephone services, cell phones service, data connectivity.
3002	Printing/Postage	363	Business cards or other special printing in bulk that is less cost effective to outsource rather than utilization of a copier.
3003	Office, Household & Program Supplies	450	Includes desk supplies & minor equipment used by staff in the course of providing services. Increase due to anticipated program needs and inflation.
3004	Advertising	-	
3005	Staff Development & Training	189	Minor cost for continuation of staff development and training.
3006	Staff Mileage	-	
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	1,400	Auto repairs & maintenance required to maintain 1 vehicle and 2 vans for client transportation and program needs, such as oil changes and car washes. Also includes, yearly cost of GPS vehicle tracking service, fuel, and DVM fees. Anticipating high maintenance expenses.
3009	Other (Staff Recruitment)	468	Thorough background check and drug testing.
3010	Other (Insurance)	7,206	Moved from indirect expense categories to direct operating expenses. This cost is direct expense to program for general, professional liability, personal property, accidental, and auto insurance.
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		22,746	
4001	Building Maintenance	1,439	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.
4002	Rent/Lease Building	15,600	Building space in Selma. Kings View staff will operate at sites provided free of charge such as churches in rural communities.
4003	Rent/Lease Equipment	-	
4004	Rent/Lease Vehicles	-	
4005	Security	-	
4006	Utilities	5,707	The annual cost of gas and electric costs.
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		10,770	
5001	Consultant (Network & Data Management)	10,770	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		27,273	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	

Exhibit C

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Other (Administrative & General Fees)	27,273	Expenses to this line item include salaries and benefits, 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		240	
7001	Computer Equipment & Software	240	Software needs to support staff.
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)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	
8001	Mental Health Services		
8002	Case Management		
8003	Crisis Services		
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment		
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	300,000
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	300,000
BUDGET CHECK:	-

Exhibit C

Multi-Agency Access Program (MAP)

Kings View

Fiscal Year (FY) 2025-26

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Executive Director	0.010	\$ 2,087		\$ 2,087
1102	Regional Director	0.040	5,905		5,905
1103	Accountant	0.03	3,083		3,083
1104	Quality Improvement Analyst	0.03	2,492		2,492
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-

Direct Personnel Admin Salaries Subtotal **0.11** **\$ 13,567** **\$ 13,567**

Acct #	Program Position	FTE	Admin	Program	Total
1116	Map Point Services Manager	1.00		\$ 77,769	\$ 77,769
1117	Navigators	2.00		98,551	98,551
1118				-	-
1119				-	-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-

Direct Personnel Program Salaries Subtotal **3.00** **\$ 176,320** **\$ 176,320**

	Admin	Program	Total
Direct Personnel Salaries Subtotal	3.11	\$ 13,567	\$ 176,320
			\$ 189,887

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 141	\$ 1,834	\$ 1,975
1202	Worker's Compensation	216	2,803	3,019
1203	Health Insurance	1,104	14,353	15,457
1204	Other (specify)	-	-	-
1205	Other (specify)	-	-	-

Exhibit C

1206	Other (specify)	-	-	-
Direct Employee Benefits Subtotal:		\$ 1,461	\$ 18,990	\$ 20,451
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	1,038	13,488	14,526
1303	SUI	79	1,023	1,102
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 1,117	\$ 14,511	\$ 15,628
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 16,145	\$ 209,821	\$ 225,966

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	7%	93%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	1,788
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		\$ 1,788

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 8,037
3002	Printing/Postage	374
3003	Office, Household & Program Supplies	464
3004	Advertising	-
3005	Staff Development & Training	195
3006	Staff Mileage	-
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	2,242
3009	Other (Staff Recruitment)	482
3010	Other (Insurance)	7,422
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 19,216

4000: DIRECT FACILITIES & EQUIPMENT
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Exhibit C

Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 1,483
4002	Rent/Lease Building	16,068
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	5,878
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 23,429

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 12,218
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:		\$ 12,218

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)	-
6009	Other (Administrative & General Fees)	28,286
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 28,286

INDIRECT COST RATE	10.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 247
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)	-

Exhibit C

7008	Other (specify)		-
		FIXED ASSETS EXPENSES TOTAL	\$ 247

		TOTAL PROGRAM EXPENSES	\$ 311,150
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify)	0	-	-
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		0		\$ -
			Estimated % of Clients who are Medi-Cal Beneficiaries	0%
			Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries	-
			Federal Financial Participation (FFP) %	0%
		MEDI-CAL FFP TOTAL		\$ -

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		226,291
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 226,291

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other: CFET - CalFresh Employment & Training (provided through DSS)	28,286
8405	Other: ELC - Epidemiology & Laboratory Capacity for Infection Diseases (provided through DPH)	56,573
OTHER REVENUE TOTAL		\$ 84,859

		TOTAL PROGRAM FUNDING SOURCES:	\$ 311,150
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NET PROGRAM COST:	\$ -
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Exhibit C

**Multi-Agency Access Program (MAP)
Kings View
Fiscal Year (FY) 2025-26**

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	0.05
	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	0.28
	Madera	0.06
	Kings	0.20
	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	0.090
	Blue Sky/Fresno	0.110
	Rural Crisis Intervention/Fresno	0.160
	Metro CIT/Fresno	0.250
	Map Point/Fresno	0.040
	FURS/Fresno	0.060
	Suicide Prevention Follow-up Call/Fresno	0.010
	CVSPH	0.036
	Madera	0.080
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Accountant	Map Point/Fresno	0.03
	Kings	0.86
	Finance Department	0.11
Total		1.00

Exhibit C

Position	Contract #/Name/Department/County	FTE %
Quality Improvement Analyst	PATH SMHS/Fresno	0.05
	PATH OEL/Fresno	0.05
	PATH STARS/Fresno	0.07
	Blue Sky/Fresno	0.12
	Rural Crisis Intervention/Fresno	0.27
	CCMU-Rural CIT/Fresno	-
	CCMU-Metro CIT/Fresno	-
	Metro CIT/Fresno	0.25
	Map Point/Fresno	0.03
	FURS/Fresno	0.03
	Quality & Performance Improvement Department	0.13
Total		1.00

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

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

Position	Contract #/Name/Department/County	FTE %

Exhibit C

**Multi-Agency Access Program (MAP)
Kings View
Fiscal Year (FY) 2025-26 Budget Narrative**

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1000: DIRECT SALARIES & BENEFITS		225,966		
Administrative Positions		13,567		
1101	Executive Director	2,087	Position will provide agency specific staff oversight and represent and maintain the collaborative relationship between agencies. FTE is based on estimated time working with the program. Increase of 3% from previous years budget for cost of living increase and employee retention.	
1102	Regional Director	5,905	This position will assist Executive Director with staff oversight and representing and maintaining the collaborative relationship between agencies. FTE is based on estimated time working with the program. Increase of 3% from previous years budget for cost of living increase and employee retention.	
1103	Accountant	3,083	Prepares and provides budget guidance, monthly invoicing and other fiscal services. FTE is based on estimated time working with the program. Increase of 3% from previous years budget for cost of living increase and employee retention.	
1104	Quality Improvement Analyst	2,492	This position will perform a wide range of duties to support data collection, management, and reporting needs for all collaborative partnerships. FTE is based on estimated time working with the program. Increase of 3% from previous years budget for cost of living increase and employee retention.	
1105	0	-		
1106	0	-		
1107	0	-		
1108	0	-		
1109	0	-		
1110	0	-		
1111	0	-		
1112	0	-		
1113	0	-		
1114	0	-		
1115	0	-		
Program Positions		176,320		
1116	Map Point Services Manager	77,769	This position will oversee the Multi Agency Access Program locations to ensure operations are running smoothly and in compliance with the contract requirements.	
1117	Navigators	98,551	Navigators will provide screenings to clients and based on that information link the client to services they may need. Navigators will also collaborate with other agencies and be well versed in community resources.	
1118	0	-		
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		20,451		
1201	Retirement	1,975	Cost of 401K; estimated at 1.04% from total salaries.	
1202	Worker's Compensation	3,019	Workers Comp Insurance; estimated at 1.59% from total salaries.	
1203	Health Insurance	15,457	Cost of Medical, Vision, Dental, Life and Long Term Disability Insurance; estimated at 8.14% from total salaries.	
1204	Other (specify)	-		
1205	Other (specify)	-		
1206	Other (specify)	-		
Direct Payroll Taxes & Expenses:		15,628		
1301	OASDI	-		
1302	FICA/MEDICARE	14,526	Cost of FICA/Medicare; estimated at 7.65% from total salaries.	
1303	SUI	1,102	Cost of SUI; estimated at .58% from total salaries.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		

Exhibit C

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2000: DIRECT CLIENT SUPPORT		1,788	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	1,788	Expenses that support 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.
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		19,216	
3001	Telecommunications	8,037	Cost of landline telephone services, cell phones service, data connectivity.
3002	Printing/Postage	374	Business cards or other special printing in bulk that is less cost effective to outsource rather than utilization of a copier.
3003	Office, Household & Program Supplies	464	Includes desk supplies & minor equipment used by staff in the course of providing services.
3004	Advertising	-	
3005	Staff Development & Training	195	Minor cost for continuation of staff development and training.
3006	Staff Mileage	-	
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	2,242	Auto repairs & maintenance required to maintain 1 vehicle and 2 vans for client transportation and program needs, such as oil changes and car washes. Also includes, yearly cost of GPS vehicle tracking service, fuel, and DVM fees.
3009	Other (Staff Recruitment)	482	Thorough background check and drug testing.
3010	Other (Insurance)	7,422	Moved from indirect expense categories to direct operating expenses. This cost is direct expense to program for general, professional liability, personal property, accidental, and auto insurance.
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		23,429	
4001	Building Maintenance	1,483	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.
4002	Rent/Lease Building	16,068	Building space in Selma. Kings View staff will operate at sites provided free of charge such as churches in rural communities.
4003	Rent/Lease Equipment	-	
4004	Rent/Lease Vehicles	-	
4005	Security	-	
4006	Utilities	5,878	The annual cost of gas and electric costs.
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		12,218	
5001	Consultant (Network & Data Management)	12,218	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		28,286	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	

Exhibit C

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
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)	-	
6009	Other (Administrative & General Fees)	28,286	Expenses to this line item include salaries and benefits, 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		247	
7001	Computer Equipment & Software	247	Software needs to support staff.
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)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	
8001	Mental Health Services		
8002	Case Management		
8003	Crisis Services		
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment		
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	311,150
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	311,150
BUDGET CHECK:	-

Exhibit C

Multi-Agency Access Program (MAP)

Poverello House

Fiscal Year (FY) 2024-25

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Chief Programs Officer	0.10	\$ 11,000		\$ 11,000
1102	Senor Director of Navigation Services	0.15	11,250		11,250
1103			-		-
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-

Direct Personnel Admin Salaries Subtotal **0.25** **\$ 22,250** **\$ 22,250**

Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Coordinator	1.00		\$ 52,000	\$ 52,000
1117	MAP Navigator	4.00		191,360	191,360
1118	MAP Driver	1.00		38,480	38,480
1119	MAP Receptionist	1.00		39,520	39,520
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-

Direct Personnel Program Salaries Subtotal **7.00** **\$ 321,360** **\$ 321,360**

	Admin	Program	Total
Direct Personnel Salaries Subtotal	7.25	\$ 22,250	\$ 321,360
			\$ 343,610

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 668	\$ 9,890	\$ 10,558
1202	Worker's Compensation	890	13,187	14,077
1203	Health Insurance	2,080	57,263	59,343
1204	Other (specify)	-	-	-
1205	Other (specify)	-	-	-

Exhibit C

1206	Other (specify)	-	-	-
Direct Employee Benefits Subtotal:		\$ 3,638	\$ 80,340	\$ 83,978
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	1,702	24,584	26,286
1303	SUI	223	3,214	3,437
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 1,925	\$ 27,798	\$ 29,723
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 27,813	\$ 429,498	\$ 457,311

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	6%	94%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	3,873
2004	Clothing, Food, & Hygiene	4,000
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		\$ 7,873

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 3,000
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	-
3004	Advertising	-
3005	Staff Development & Training	-
3006	Staff Mileage	-
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Other (Vehicle Insurance)	-
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 3,000

4000: DIRECT FACILITIES & EQUIPMENT
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Exhibit C

Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ -

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

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)	-
6009	Other (Administrative Overhead)	46,819
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 46,819

INDIRECT COST RATE	10.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
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 (MAP Transport Vehicle)	-

Exhibit C

7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES		\$ 515,003
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify)	0	-	-
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		0		\$ -
Estimated % of Clients who are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				-
Federal Financial Participation (FFP) %			0%	-
MEDI-CAL FFP TOTAL				\$ -

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		374,548
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 374,548

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other: CFET - CalFresh Employment & Training (provided through DSS)	46,818
8405	Other: ELC - Epidemiology & Laboratory Capacity fo rInfection Diseases (provided through DPH)	93,637
OTHER REVENUE TOTAL		\$ 140,455

TOTAL PROGRAM FUNDING SOURCES:		\$ 515,003
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NET PROGRAM COST:		\$ -
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Exhibit C

Multi-Agency Access Program (MAP)
 Poverello House
 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 %
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 %

Exhibit C

**Multi-Agency Access Program (MAP)
Poverello House
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		457,311	
Administrative Positions		22,250	
1101	0	11,000	Provides program oversight, reporting, and compliance
1102	0	11,250	Will provide navigation support, training, and ensure outcomes are met
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		321,360	
1116	0	52,000	1.0 FTE @ \$25.00/hour, Day-to-day program management
1117	0	191,360	4.0 FTE @ \$23.00/hour, direct client navigation and support
1118	0	38,480	1.0 FTE @ \$18.50/hour, client transport for MAP clients
1119	0	39,520	1.0 FTE @ \$19.00/hour, greet clients, manage wait list, answer call volume
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		83,978	
1201	Retirement	10,558	Retirement benefit for employees
1202	Worker's Compensation	14,077	Worker's comp insurance at 4% of wages/salaries
1203	Health Insurance	59,343	Calculated at expected utilization rate
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		29,723	
1301	OASDI	-	
1302	FICA/MEDICARE	26,286	Calculated at 7.65% of wage/salaries
1303	SUI	3,437	Calculated at 1.00% of wage/salaries
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	
2000: DIRECT CLIENT SUPPORT		7,873	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	3,873	Fuel costs for transport vehicles for MAP clients
2004	Clothing, Food, & Hygiene	4,000	Direct support supplies for MAP clients @ \$333.33/monthly
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	

Exhibit C

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	2011	Other (specify)	-	
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES			3,000	
	3001	Telecommunications	3,000	Phone line/internet/cell phones @ \$3,000 annually
	3002	Printing/Postage	-	
	3003	Office, Household & Program Supplies	-	
	3004	Advertising	-	
	3005	Staff Development & Training	-	
	3006	Staff Mileage	-	
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Other (Vehicle Insurance)	-	
	3010	Other (specify)	-	
	3011	Other (specify)	-	
	3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT			-	
	4001	Building Maintenance	-	
	4002	Rent/Lease Building	-	
	4003	Rent/Lease Equipment	-	
	4004	Rent/Lease Vehicles	-	
	4005	Security	-	
	4006	Utilities	-	
	4007	Other (specify)	-	
	4008	Other (specify)	-	
	4009	Other (specify)	-	
	4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES			-	
	5001	Consultant (Network & Data Management)	-	
	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			46,819	
	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)	-	
	6009	Other (Administrative Overhead)	46,819	Admin overhead calculated @ 10% of direct costs
	6010	Other (specify)	-	
	6011	Other (specify)	-	
	6012	Other (specify)	-	
	6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS			-	
	7001	Computer Equipment & Software	-	
	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 (MAP Transport Vehicle)	-	
	7008	Other (specify)	-	

Exhibit C

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	

8001	Mental Health Services		
8002	Case Management		
8003	Crisis Services		
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment		
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	515,003
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	515,003
BUDGET CHECK:	-

Exhibit C

Multi-Agency Access Program (MAP)

Poverello House

Fiscal Year (FY) 2025-26

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Chief Programs Officer	0.10	\$ 11,000		\$ 11,000
1102	Senior Director of Navigation Services	0.15	11,250		11,250
1103			-		-
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-

Direct Personnel Admin Salaries Subtotal **0.25** **\$ 22,250** **\$ 22,250**

Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Coordinator	1.00		\$ 52,000	\$ 52,000
1117	MAP Navigator	4.00		191,360	191,360
1118	MAP Driver	1.00		38,480	38,480
1119	MAP Receptionist	1.00		39,520	39,520
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-

Direct Personnel Program Salaries Subtotal **7.00** **\$ 321,360** **\$ 321,360**

	Admin	Program	Total
Direct Personnel Salaries Subtotal	7.25	\$ 22,250	\$ 321,360
			\$ 343,610

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 668	\$ 9,890	\$ 10,558
1202	Worker's Compensation	890	13,187	14,077
1203	Health Insurance	2,080	57,263	59,343
1204	Other (specify)	-	-	-
1205	Other (specify)	-	-	-

Exhibit C

1206	Other (specify)	-	-	-
Direct Employee Benefits Subtotal:		\$ 3,638	\$ 80,340	\$ 83,978
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	1,702	24,584	26,286
1303	SUI	223	3,214	3,437
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 1,925	\$ 27,798	\$ 29,723
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 27,813	\$ 429,498	\$ 457,311

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	6%	94%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	3,873
2004	Clothing, Food, & Hygiene	4,000
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		\$ 7,873

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 3,000
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	-
3004	Advertising	-
3005	Staff Development & Training	-
3006	Staff Mileage	-
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Other (Vehicle Insurance)	-
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 3,000

4000: DIRECT FACILITIES & EQUIPMENT
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Exhibit C

Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ -

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

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)	-
6009	Other (Administrative Overhead)	46,819
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 46,819

INDIRECT COST RATE	10.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
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)	-

Exhibit C

7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES		\$ 515,003
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify)	0	-	-
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		0		\$ -
Estimated % of Clients who are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				-
Federal Financial Participation (FFP) %			0%	-
MEDI-CAL FFP TOTAL				\$ -

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		374,548
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 374,548

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other: CFET - CalFresh Employment & Training (provided through DSS)	46,818
8405	Other: ELC - Epidemiology & Laboratory Capacity for Infection Diseases (provided through DPH)	93,637
OTHER REVENUE TOTAL		\$ 140,455

TOTAL PROGRAM FUNDING SOURCES:		\$ 515,003
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NET PROGRAM COST:		\$ -
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Exhibit C

Multi-Agency Access Program (MAP)
 Poverello House
 Fiscal Year (FY) 2025-26

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 %
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 %

Exhibit C

**Multi-Agency Access Program (MAP)
Poverello House
Fiscal Year (FY) 2025-26 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		457,311	
Administrative Positions		22,250	
1101	0	11,000	Provides program oversight, reporting, and compliance
1102	0	11,250	Will provide navigation support, training, and ensure outcomes are met
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		321,360	
1116	0	52,000	1.0 FTE @ \$25.00/hour, Day-to-day program management
1117	0	191,360	4.0 FTE @ \$23.00/hour, direct client navigation and support
1118	0	38,480	1.0 FTE @ \$18.50/hour, client transport for MAP clients
1119	0	39,520	1.0 FTE @ \$19.00/hour, greet clients, manage wait list, answer call volume
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		83,978	
1201	Retirement	10,558	Retirement benefit for employees
1202	Worker's Compensation	14,077	Worker's comp insurance at 4% of wages/salaries
1203	Health Insurance	59,343	Calculated at expected utilization rate
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		29,723	
1301	OASDI	-	
1302	FICA/MEDICARE	26,286	Calculated at 7.65% of wage/salaries
1303	SUI	3,437	Calculated at 1.00% of wage/salaries
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	
2000: DIRECT CLIENT SUPPORT		7,873	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	3,873	Fuel costs for transport vehicles for MAP clients
2004	Clothing, Food, & Hygiene	4,000	Direct support supplies for MAP clients @ \$333.33 monthly
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	

Exhibit C

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	2011	Other (specify)	-	
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES			3,000	
	3001	Telecommunications	3,000	Phone line/internet/cell phones @ \$3,000 annually
	3002	Printing/Postage	-	
	3003	Office, Household & Program Supplies	-	
	3004	Advertising	-	
	3005	Staff Development & Training	-	
	3006	Staff Mileage	-	
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Other (Vehicle Insurance)	-	
	3010	Other (specify)	-	
	3011	Other (specify)	-	
	3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT			-	
	4001	Building Maintenance	-	
	4002	Rent/Lease Building	-	
	4003	Rent/Lease Equipment	-	
	4004	Rent/Lease Vehicles	-	
	4005	Security	-	
	4006	Utilities	-	
	4007	Other (specify)	-	
	4008	Other (specify)	-	
	4009	Other (specify)	-	
	4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES			-	
	5001	Consultant (Network & Data Management)	-	
	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			46,819	
	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)	-	
	6009	Other (Administrative Overhead)	46,819	Admin overhead calculated @ 10% of direct costs
	6010	Other (specify)	-	
	6011	Other (specify)	-	
	6012	Other (specify)	-	
	6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS			-	
	7001	Computer Equipment & Software	-	
	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)	-	

Exhibit C

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	

8001	Mental Health Services		
8002	Case Management		
8003	Crisis Services		
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment		
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	515,003
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	515,003
BUDGET CHECK:	-



Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

Section: Mental Health

Effective Date: 05/30/2017

Revised Date: 05/30/2017

Policy Title: Performance Outcome Measures

Approved by: Dawan Utecht (Director of Behavioral Health), Francisco Escobedo (Sr. Staff Analyst - QA), Kannika Toonnachat (Division Manager - Technology and Quality Management)

POLICY:

It is the policy of Fresno County Department of Behavioral Health and the Fresno County Mental Health Plan (FCMHP) to ensure procedures for developing performance measures which accurately reflect vital areas of performance and provide for systematic, ongoing collection and analysis of valid and reliable data. Data collection is not intended to be an additional task for FCMHP programs/providers but rather embedded within the various non-treatment, treatment and clinical documentation.

PURPOSE:

To determine the effectiveness and efficiency of services provided by measuring performance outcomes/results achieved by the persons served during service delivery or following service completion, delivery of service, and of the individuals' satisfaction. This is a vital management tool used to clarify goals, document the efforts toward achieving those goals, and thus measure the benefit the service delivery to the persons served. Performance measurement selection is part of the planning and developing process design of the program. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals.

REFERENCE:

California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a)(1): State Oversight

DHCS Service, Administrative and Operational Requirements

Mental Health Services Act (MHSA), California Code of Regulations, Title 9, Section 3320, 3200.050, and 3200.120

Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

1. **Indicator:** Qualitative or quantitative measure(s) that tell if the outcomes have been accomplished. Indicators evaluate key performance in relation to objectives. It indicates what the program is accomplishing and if the anticipated results are being achieved.

MISSION STATEMENT

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

Template Review Date 3/28/16



Department of Behavioral Health Policy and Procedure Guide

Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

2. **Intervention:** A systematic plan of action consciously adapted in an attempt to address and reduce the causes of failure or need to improve upon system.
3. **Fresno County Mental Health Plan (FCMHP):** Fresno County's contract with the State Department of Health and Human Services that allows for the provision of specialty mental health services. Services may be delivered by county-operated programs, contracted organizational, or group providers.
4. **Objective (Goal):** Intended results or the impact of learning, programs, or activities.
5. **Outcomes:** Specific results or changes achieved as a consequence of the program or intervention. Outcomes are connected to the objectives/goals identified by the program or intervention.

PROCEDURE:

- I. Each FCMHP program/provider shall engage in measurement of outcomes in order to generate reliable and valid data on the effectiveness and efficiency of programs or interventions. Programs/providers will establish/select objectives (goals), decide on a methodology and timeline for the collection of data, and use an appropriate data collection tool. This occurs during the program planning and development process. Outcomes should be in alignment with the program/provider goals.
- II. Outcomes should be measureable, obtainable, clear, accurately reflect the expected result, and include specific time frames. Once the measures have been selected, it is necessary to design a way to gather the information. For each service delivery performance indicator, FCMHP program/provider shall determine: to whom the indicator will be applied; who is responsible for collecting the data; the tool from which data will be collected; and a performance target based on an industry benchmark, or a benchmark set by the program/provider.
- III. Performance measures are subject to review and approval by FCMHP Administration.
- IV. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals. Annually, each FCMHP program/provider must measure service delivery performance in each of the areas/domains listed below. Dependent on the program/provider service deliverables, exceptions must be approved by the FCMHP Administration.



Department of Behavioral Health Policy and Procedure Guide

Section: Mental Health

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PPG 1.2.7

Policy Title: Performance Outcome Measures

- a. Effectiveness of services – How well programs performed and the results achieved. Effectiveness measures address the quality of care through measuring change over time. Examples include but are not limited to: reduction of hospitalization, reduction of symptoms, employment and housing status, and reduction of recidivism rate and incidence of relapse.
 - b. Efficiency of services – The relationship between the outcomes and the resources used. Examples include but are not limited to: service delivery cost per service unit, length of stay, and direct service hours of clinical and medical staff.
 - c. Services access – Changes or improvements in the program/provider's capacity and timeliness to provide services to those who request them. Examples include but are not limited to: wait/length of time from first request/referral to first service or subsequent appointment, convenience of service hours and locations, number of clients served by program capacity, and no-show and cancellation rates.
 - d. Satisfaction and feedback from persons served and stakeholders– Changes or increased positive/negative feedback regarding the experiences of the persons served and others (families, referral sources, payors/guarantors, etc.). Satisfaction measures are usually oriented toward clients, family members, personnel, the community, and funding sources. Examples include but are not limited to: did the organization/program focus on the recovery of the person served, were grievances or concerns addressed, overall feelings of satisfaction, and satisfaction with physical facilities, fees, access, service effectiveness, and efficiency.
- V. Each FCMHP program/provider shall use the following templates to document the defined goals, intervention(s), specific indicators, and outcomes.
1. FCMHP Outcome Report template (see Attachment A)
 2. FCMHP Outcome Analysis template (see Attachment C)

Exhibit E

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 E

(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:	

Exhibit F

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) **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.
- (F) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (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.

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 Article 21 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

Exhibit F

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.
- (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in 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,

Exhibit F

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.
- (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.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

- Interventions are motivation-based and adapted to the 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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

FRESNO COUNTY MENTAL HEALTH PLAN

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern.

The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the MHP address (listed above).

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

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

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

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

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

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

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.



INCIDENT REVIEWER ROLE – User Guide

Fresno County Department of Behavioral Health (DBH) requires all of its county-operated and contracted providers (through the Mental Health Plan (MHP) and Substance Use Disorder (SUD) services) to complete a written report of any incidents compromising the health and safety of persons served, employees, or community members.

Yes! Incident reports will now be made through an on online reporting portal hosted by Logic Manager. It's an easier way for any employee to report an incident at any time. A few highlights:

- No supervisor signature is immediately required.
- Additional information can be added to the report by the program supervisor/manager without having to resubmit the incident.
- When an incident is submitted, the assigned contract analyst, program supervisor/manager, clinical supervisor and the DBHIncidentReporting mailbox automatically receives an email notification of a new incident and can log in any time to review the incident. Everything that was on the original paper/electronic form matches the online form.
- Do away with submitting a paper version with a signature.
- This online submission allows for timely action for the health and safety of the persons-served, as well as compliance with state reporting timelines when necessary.

As an Incident Reviewer, the responsibility is to:

- Log in to Logic Manager and review incident submitted within 48 hours of notification of incident.
- Review incident for clarity, missing information and add in additional information deemed appropriate.
- Notify DBHIncidentReporting@fresnocountyca.gov if there is additional information to be report after initial submission
- Contact DBHIncidentReporting@fresnocountyca.gov if there are any concerns, questions or comments with Logic Manager or incident reporting.

Below is the link to report incidents

<https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

The link will take employees to the reporting screen to begin incident submission:

Incident Report

Please complete this form

Client Information

Name of Facility*

Placeholder

Name of Reporting Party*

Placeholder

Facility Address*

Placeholder

Facility Phone Number*

Placeholder

Mental Health or Substance Use Disorder Program?*

Select option

Client First Name*

Placeholder

Client Last Name*

Placeholder

From Job

Client Date of Birth

Placeholder

Client Address

Placeholder

Client ID

Placeholder

Gender*

Select option

County of Origin*

Select option

Summary

Subject ID

Placeholder

Incident (check all that apply)*

Select option(s)

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Placeholder

Description of the Incident*

Placeholder

Similar to the paper version, multiple incident categories can be selected

Incident (check all that apply)*

Medical Emergency Death of Client

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

Violence/Abuse/Assault (toward others, client and/or property)

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

fresnodbh.logicmanager.com/incidents/7t-9&ip=18&k=182be0c5cdcd5072bb1b64cdee4d3d6e

Date of Incident*
mm/dd/yyyy

Time of Incident*
hh:mm

Location of Incident*
/

Key People Directly Involved in Incident (witnesses, staff)*
/

Did the Injured Party seek Medical Attention?
Default: yes/no

Attach any additional details
Add File or Drop File Here

Reported By Name*
/

Reported By Email*
/

Reported On
10/30/2019

As another bonus feature, either drag files (such as a copy of a UOR, additional statements/document) or click on Add File to upload a file.

The screenshot shows a web browser window with the URL fresnodbh.logicmanager.com/incident/1471-08p-1&k-182be0c5c1cd5072bb1864cde-1d3d6e. The form includes fields for 'Reported By Name*', 'Reported By Email*', and 'Reported On' (10/30/2019). A section titled 'Follow Up' contains a dropdown menu for 'Action Taken (check all that apply)*', a text field for 'Please specify if other', and a larger text area for 'Description of Action Taken*'. At the bottom of the form is a green 'SUBMIT' button. A red arrow points from the text above to the 'Add File or Drop File Here' button, which is highlighted in yellow.

Similar to the paper version, multiple Action Taken categories can be selected.

This close-up shows the 'Action Taken (check all that apply)*' dropdown menu. The selected items are 'Law Enforcement Contacted' and 'Called 911/EMS'. Other visible options include 'Consulted with Physician', 'First Aid/CPR Administered', 'Client removed from building', 'Parent/Legal Guardian Contacted', and 'Other'.

When done entering all the information, simply click submit.

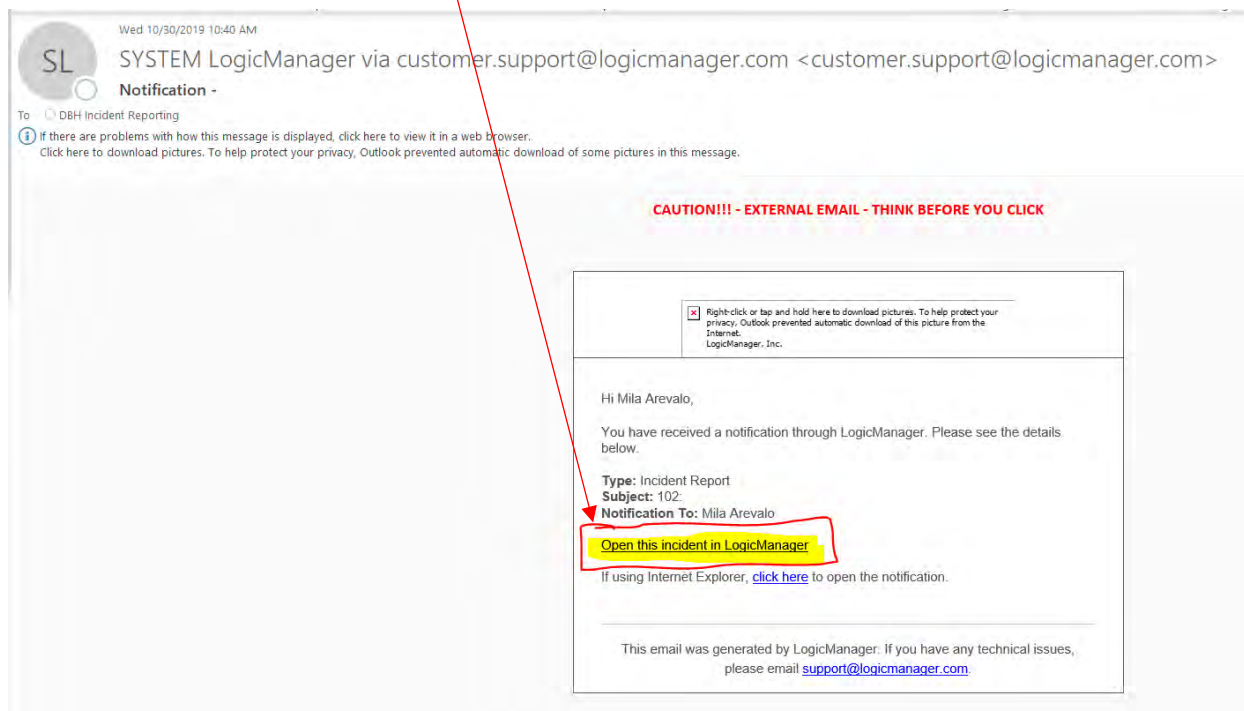
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

This close-up shows the 'Outcome*' field, which is required. A red arrow points from the text above to the red asterisk. Below the field is a green 'SUBMIT' button. Another red arrow points from the text above to the 'SUBMIT' button.

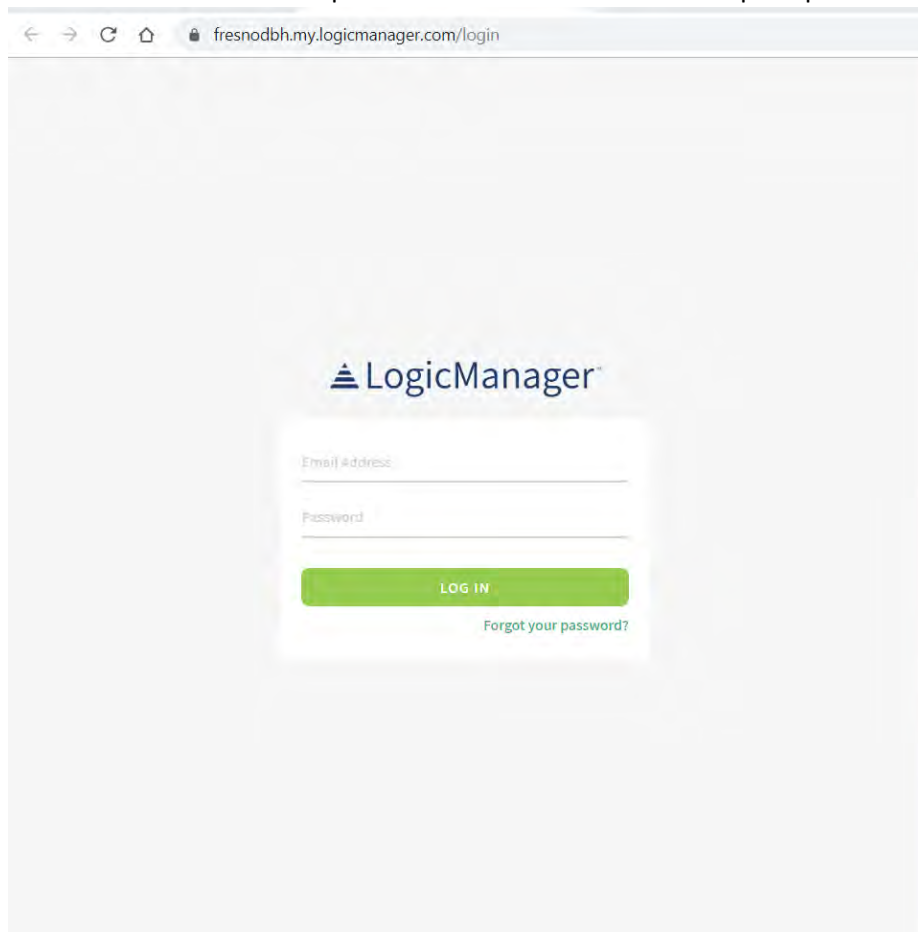
A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.

The screenshot shows a dark teal header with the 'LogicManager' logo. Below it, a white message box says 'Thank you for your submission!'. At the bottom is a green 'RELOAD THE FORM' button. A red arrow points from the text above to the 'RELOAD THE FORM' button.

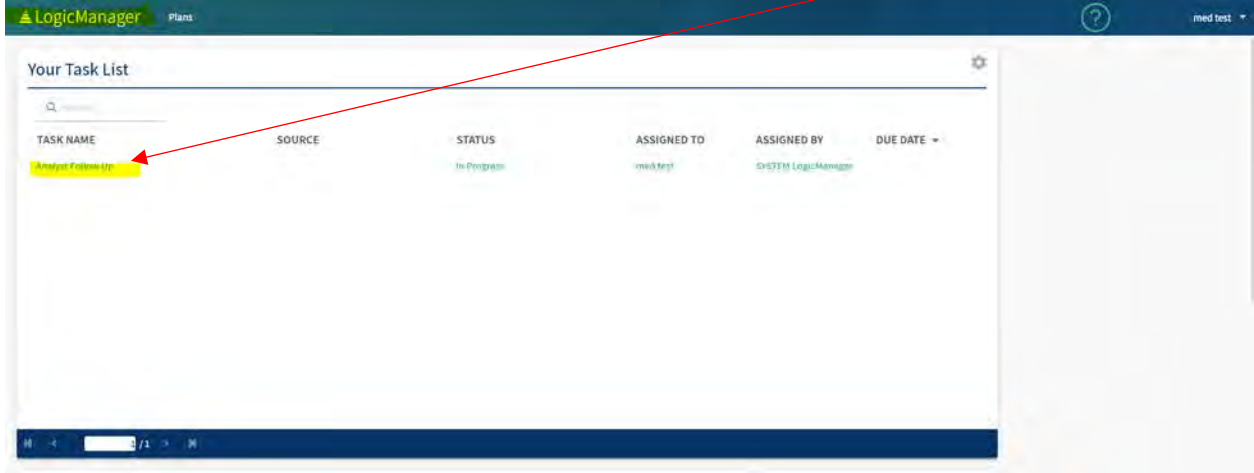
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.



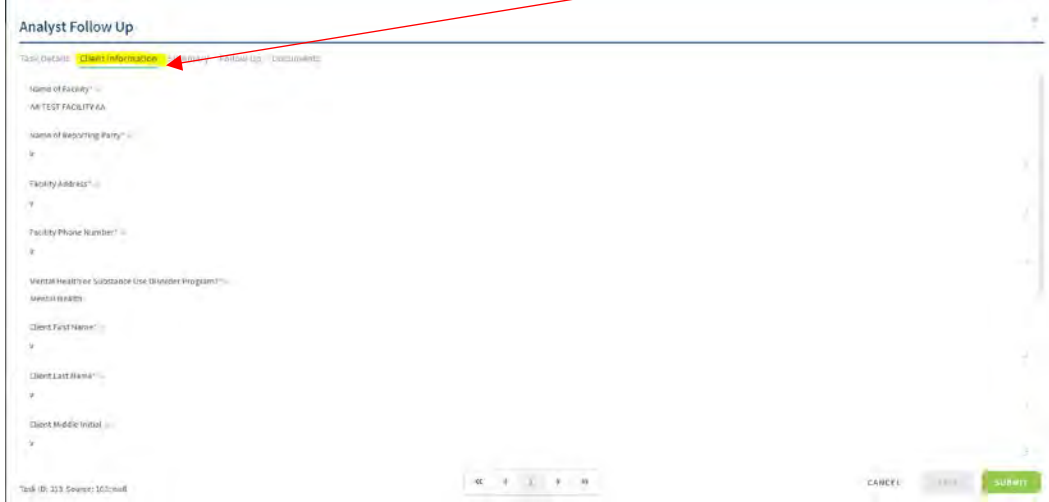
Enter in email address and password. First time users will be prompted to set up a password.



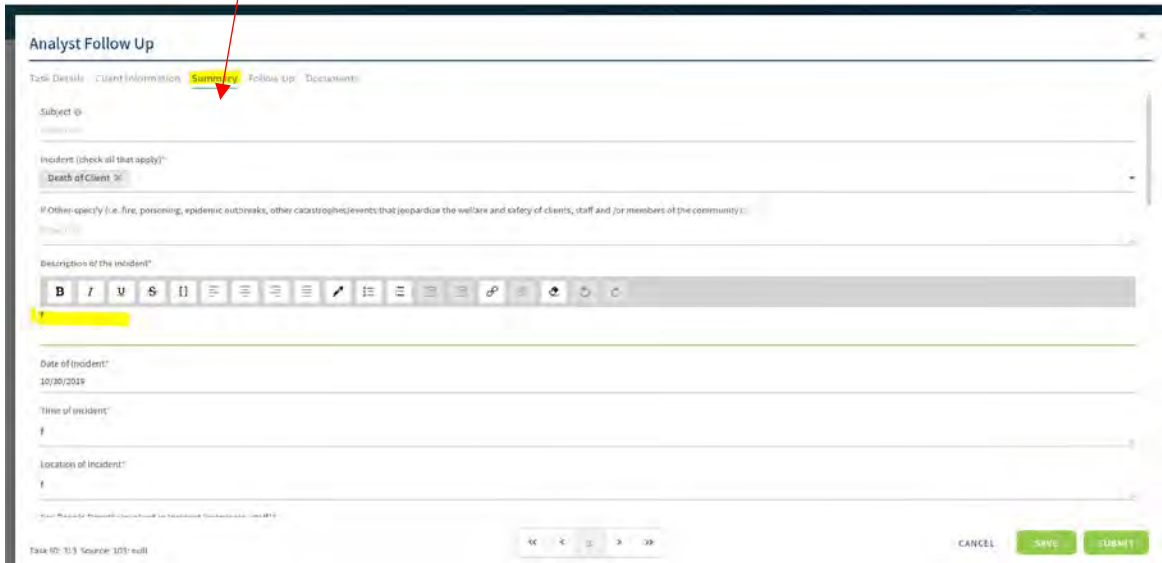
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



This screen below will then pop up. There are 5 tabs to navigate through. **Client information** will show the client and facility information. No edits can be made to this section.



The next tab is **Summary**: No edits can be made to this section.



The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then **Cancel** to Exit out of the incident.

Analyst Follow Up

Task Details Client Information Summary Follow Up Documents

Action Taken (check all that apply)
Law Enforcement Contacted

Please specify if other

Description of Action Taken
f

Outcome
f
added information
cause of death - cancer per coroner 10-31-14

Task ID: 313 Source: 103: null

CANCEL SAVE SUBMIT

The next tab is **Documents**: View and add attachments to the incident. Be sure to click **SAVE** when adding documents. Then **Cancel** to Exit out of the incident.

Analyst Follow Up

Task Details Client Information Summary Follow Up Documents

Search Add Document

Name	Type	Source	Upload Date	Uploaded By
------	------	--------	-------------	-------------

No documents yet.
Drop files here or click on the Add Document dropdown.

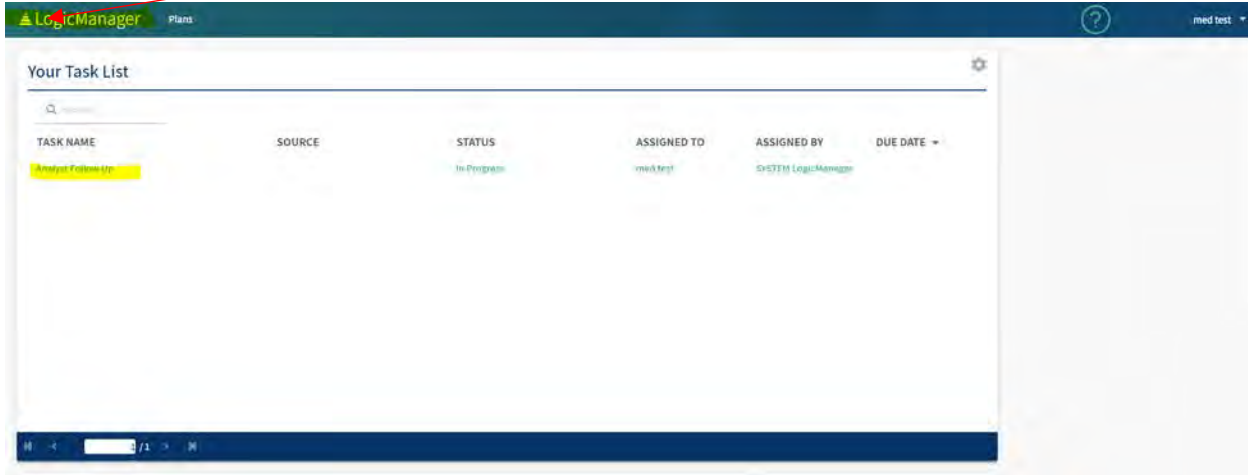
Task ID: 313 Source: 103: null

CANCEL SAVE SUBMIT

If all tasks are followed up with and the incident no longer needs further review/information, click **SUBMIT**. Once submitted, the incident will be removed from the task list and no further edits can be made. Notice the **SUBMIT** button is on every tab. If further information needs to be included, email

DBHIncidentReporting@fresnocountyca.gov

To get back to the home view, click on the Logic Manager icon at any time. Any incidents that still need review will show on this screen, click on the next incident and start the review process again.



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

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Signature: _____ Date: ___/___/___

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ___/___/___

COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR shall be required to maintain organizational provider certification by the host county. A copy of this renewal certificate must be furnished to COUNTY within thirty (30) days of receipt of certificate from host county. The CONTRACTOR must meet Medi-Cal organization provider standards as stated below. It is acknowledged that all references to Organizational Provider and/or Provider below shall refer to the CONTRACTOR.

Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the COUNTY to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has as head of service a licensed mental health professional or other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
9. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.

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

Exhibit L Data Security

1. Definitions

Capitalized terms used in this Exhibit L 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 L.
- (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 L.
- (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 L.

Exhibit L
Data Security

- (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 L;
 - (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 L
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 L, 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 L 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 L. 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

Exhibit L
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, followed promptly by email at the following email address: ematthews@fresnocountyca.gov, phone number 559-600-6200 (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 L, 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 L, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

Exhibit L Data Security

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 L.
- (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 L, 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 L.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit L. 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.

Exhibit L Data Security

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 L, 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 L 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 L 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 L 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 L 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.

Exhibit L
Data Security

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

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit L is intended to confer, nor shall anything in this Exhibit L 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.

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

NAME	ADDRESS	PROVIDER NUMBER

YES NO

- IV. A. Has there been a change in ownership or control within the last year? YES NO
 If yes, give date. _____
- B. Do you anticipate any change of ownership or control within the year?..... YES NO
 If yes, when? _____
- C. Do you anticipate filing for bankruptcy within the year?..... YES NO
 If yes, when? _____
- V. Is the facility operated by a management company or leased in whole or part by another organization?..... YES NO
 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?..... YES NO

VII. A. Is this facility chain affiliated? YES NO
 (If yes, list name, address of corporation, and EIN.)

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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



The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.¹ Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,² such as socioeconomic status, education level, and the availability of health services.³

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.⁴

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.^{5,6} By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities⁷ and the National Stakeholder Strategy for Achieving Health Equity,⁸ which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

Of all the forms of inequality, injustice in health care is the most shocking and inhumane.

— Dr. Martin Luther King, Jr.

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General Terms and Conditions for Non-Research Grant and Cooperative Agreements

Incorporation: The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in the Notice of Funding Opportunity (NOFO), their Notice of Award (NOA), grants policy contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout these general terms and conditions of award and includes cooperative agreements.

Note: In the event that any requirement in the NOA, the NOFO, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

FEDERAL REGULATIONS AND POLICIES

45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5>

HHS Grants Policy and Regulations

<https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

HHS Grants Policy Statement

<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

Federal Funding Accountability and Transparency Act (FFATA)

<https://www.fsr.gov/>

Trafficking In Persons: Consistent with 2 CFR 175, awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

<https://www.law.cornell.edu/cfr/text/2/part-175>

CDC Additional Requirements (AR) may apply. The NOFO will detail which specific ARs apply to resulting awards. Links to full texts can be found at:

<https://www.cdc.gov/grants/additional-requirements/index.html>.

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note. CDC notes that the cited section for each below provision may change annually.

- A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

- B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

- C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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For additional information, see Additional Requirement 12 at <https://www.cdc.gov/grants/additional-requirements/ar-12.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

1. Procure or obtain,
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements.

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted no later than 90 days after the end of the budget period in the Payment Management System.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

If more frequent reporting is required, the Notice of Award terms and conditions will explicitly state the reporting requirement.

Annual Performance Progress and Monitoring Reporting: The Annual Performance Progress and Monitoring Report (PPMR) is due no later than 120 days prior to the end of the budget period and serves as the continuation application for the follow-on budget period. Submission instructions, due date, and format will be included in the guidance from the assigned GMO/GMS via www.grantsolutions.gov.

Any change to the existing information collection noted in the award terms and conditions will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

Data Management Plan: CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award and, to the extent consistent with law and appropriate, provide access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at <https://www.cdc.gov/grants/additional-requirements/ar-25.html>.

Audit Requirement Domestic Organizations (*including US-based organizations implementing projects with foreign components*): An organization that expends \$750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzibnahocqa5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzibnahocqa5i0))/account/login.aspx)

AND

Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART), RMICU.Audit.Resolution@cdc.gov.

Audit Requirement Foreign Organizations: An organization that expends \$300,000 or more in a fiscal year on its federal awards must have a single or program-specific audit conducted for that

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year. The audit period is an organization's fiscal year. The auditor shall be a U.S.-based Certified Public Accountant firm, the foreign government's Supreme Audit Institution or equivalent, or an audit firm endorsed by the U.S. Agency for International Development's Office of Inspector General. The audit must be completed in English and in US dollars, and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to the Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART) at RMICU.Audit.Resolution@cdc.gov. After receipt of the audit report, CDC will resolve findings by issuing Final Management Determination Letters.

Domestic and Foreign organizations: Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email:
MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

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CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

1. General Reporting Requirement

If the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the recipient must maintain the currency of information reported to the System for Award Management (SAM) and made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the federal share of the funding under any federal award with a recipient cost share or match;
 - (2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

GENERAL REQUIREMENTS

You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take

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reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov/>.

- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

Termination (45 CFR Part 75.372) applies to this award and states, in part, the following:

(a) *This award may be terminated in whole or in part:*

(1) By the HHS awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the HHS awarding agency or pass-through entity for cause;

(3) By the HHS awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html>.

In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

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Prior Approval: All requests which require prior approval, must bear the signature (or electronic authorization) of the authorized organization representative. The recipient must submit these requests no later than 120 days prior to the budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests are examples of actions that require prior approval, unless an expanded authority, or conversely a high risk condition, is explicitly indicated in the NOA.

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction
- Significant redirection of funds (i.e., cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Extensions to period of performance

Templates for prior approval requests can be found at:

<https://www.cdc.gov/grants/already-have-grant/PriorApprovalRequests.html>.

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at: <https://www.cdc.gov/grants/grantsolutions/index.html>.

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, authorized organizational representative, business official, financial director, or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

Acknowledgment of Federal Funding: When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")--describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

1. the percentage and dollar amount of the total costs of the program or project funded with federal money; and,
2. the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

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When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement.

If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [**project/publication/program/website, etc.**] [**is/was**] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$XX** with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

If the HHS Grant or Cooperative Agreement IS partially funded with other non-governmental sources:

This [**project/publication/program/website, etc.**] [**is/was**] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$XX** with **XX** percentage funded by CDC/HHS and **\$XX** amount and **XX** percentage funded by non- government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the HHS Awarding Agency.

If the recipient plans to issue a press release concerning the outcome of activities supported by HHS financial assistance, it should notify the HHS Awarding Agency in advance to allow for coordination.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also, at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working

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under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted article reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not authorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Additionally, the CDC logo cannot be used by the recipient without the express, written consent of CDC. The Program Official/Project Officer identified in the NOA can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The recipient may use its own property management standards and procedures, provided it

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observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website:
<https://www.govinfo.gov/content/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>.

Whistleblower Protections: As a recipient of this award you must comply with the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, 41 U.S.C. § 4712) "Enhancement of contractor protection from reprisal for disclosure of certain information," and 48 CFR part 3 subpart 3.9, "Whistleblower Protections for Contractor Employees." For more information see: <https://oig.hhs.gov/fraud/whistleblower/>.

PAYMENT INFORMATION

Fraud Waste or Abuse: The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted online at <https://tips.oig.hhs.gov/> or by mail to U.S. Department of Health and Human Services, Office of the Inspector General, Attn: OIG HOTLINE OPERATIONS, P.O. Box 23489 Washington DC 20026. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. For additional information, see: <https://oig.hhs.gov/fraud/report-fraud/>.

Automatic Drawdown (Direct/Advance Payments): Payments under CDC awards will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS), under automatic drawdown, unless specified otherwise in the NOA. Recipients must comply with requirements imposed by the PMS on-line system. Questions concerning award payments or audit inquiries should be directed to the payment management services office.

PMS Website: <https://pms.psc.gov/> PMS

Phone Support: +1(877)614-5533

PMS Email Support: PMSSupport@psc.gov

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Payment Management System Subaccount: Funds awarded in support of approved activities will be obligated in an established subaccount in the PMS. Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

Exchange Rate: All requests for funds contained in the budget, shall be stated in U.S. dollars. Once an award is made, CDC will generally not compensate foreign recipients for currency exchange fluctuations through the issuance of supplemental awards.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from PMS, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of the NOA.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Recipients must comply with all terms and conditions in the NOFO, outlined in their NOA, grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CLOSEOUT REQUIREMENTS

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, CDC may proceed to close out with the information available within one year of the period of performance end date unless otherwise directed by authorizing statutes. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO and is submitted upon solicitation from the GMS/GMO via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims;
- Description of results (positive or negative) considered significant; and
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the grant must be submitted with the performance progress reports.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date through recipient online accounts in the Payment Management System. The final FFR will

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consolidate data reporting responsibilities to one entry point within PMS which will assist with the reconciliation of expenditures and disbursements to support the timely close-out of grants.

The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Every recipient should already have a PMS account to allow access to complete the SF-425.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. Electronic versions of the forms can be downloaded by visiting: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>.

If no equipment was acquired under an award, a negative report is required. The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the federal government may be retained, sold, or otherwise disposed of, with no further obligation to the federal government.

CDC STAFF RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program Officials (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. Award specific terms and conditions will include contact information for the PO/GMO/GMS.

Program Official: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and NOFOs to meet the CDC's mission;
- Providing technical assistance to applicants in developing their applications, e.g., explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources;
- Providing technical assistance to recipients in the performance of their project; and
- Post-award monitoring of recipient performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS.

For Cooperative Agreements, substantial involvement is required from CDC. The PO is the federal

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official responsible for the collaboration or participation in carrying out the effort under the award. Substantial involvement will be detailed in the NOFO and award specific terms and conditions and may include, but is not limited to:

- Review and approval of one stage of work before work can begin on a subsequent stage;
- Review and approval of substantive programmatic provisions of proposed subawards or contracts (beyond existing federal review of procurement or sole source policies);
- Involvement in the selection of key relevant personnel;
- CDC and recipient collaboration or joint participation; and
- Implementing highly prescriptive requirements prior to award limiting recipient discretion with respect to scope of services, organizational structure, staffing, mode of operation, and other management processes.

Grants Management Officer: The GMO is the only official authorized to obligate federal funds and is responsible for signing the NOA, including revisions to the NOA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization. The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e., grant or cooperative agreement;
- Determining if an application meets the requirements of the NOFO;
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy;
- Ensuring recipient compliance with applicable laws, regulations, and policies;
- Negotiating awards, including budgets;
- Responding to recipient inquiries regarding the business and administrative aspects of an award;
- Providing recipients with guidance on the closeout process and administering the closeout of grants;
- Receiving and processing reports and prior approval requests such as changes in funding, budget redirection, or changes to the terms and conditions of an award; and
- Maintaining the official grant file and program book.

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

Exhibit Q

Health Insurance Portability and Accountability Act (HIPAA)

1. The County is a “Covered Entity,” and the Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that the Contractor will create and/or receive Protected Health Information (“PHI”) from or on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, the Contractor, as a business associate of the County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the Contractor.

2. The Contractor, including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all

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persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. The Contractor shall not use such identifying information or genetic information for any purpose other than carrying out the Contractor's obligations under this Agreement.

3. The Contractor, including its subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary of the United States Department of Health and Human Services ("Secretary"), or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or authorized by law, the Contractor shall make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

4. For purposes of the above sections, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as fingerprint or voiceprint, or photograph.

5. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual(s), manifestation of disease or disorder of family members of an individual, or any request for or receipt of genetic services by individual or family members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

6. The Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI in a designated record set (as defined in 45 CFR § 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if the Contractor cannot provide access and provides the individual with the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or the County.

The Contractor shall make any amendment(s) to PHI in a designated record set at the

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Health Insurance Portability and Accountability Act (HIPAA)

request of the County or individual, and in the time and manner designated by the County in accordance with 45 CFR § 164.526.

The Contractor shall provide to the County or to an individual, in a time and manner designated by the County, information collected in accordance with 45 CFR § 164.528, to permit the County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

7. The Contractor shall report to the County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which the Contractor becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to the County's Information Security Officer and Privacy Officer and the County's Department of Public Health ("DPH") HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. The Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. The Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by the County and shall provide a written report of the investigation and reporting required to the County's Information Security Officer and Privacy Officer and the County's DPH HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno
Department of Public Health
HIPAA Representative
(559) 600-6439
P.O. Box 11867
Fresno, California 93775

County of Fresno
Department of Public Health
Privacy Officer
(559) 600-6403
P.O. Box 11867 Fresno,
California 93775

County of Fresno
Department of Internal
Services
Information Security Officer
(559) 600-5800
333 W. Pontiac Way
Clovis, California 93612

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Health Insurance Portability and Accountability Act (HIPAA)

8. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the Contractor on behalf of the County, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the Contractor on behalf of the County, available to the Secretary upon demand.

The Contractor shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during the Contractor's normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to the Contractor and in possession of a subcontractor of the Contractor, the Contractor must certify to the Secretary its efforts to obtain the information from the subcontractor.

9. Safeguards

The Contractor shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of the County and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. The Contractor shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Upon the County's request, the Contractor shall provide the County with information concerning such safeguards.

The Contractor shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,

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Health Insurance Portability and Accountability Act (HIPAA)

PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

- A. Passwords must **not** be:
 - (1) Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
 - (2) A dictionary word; or
 - (3) Stored in clear text
- B. Passwords must be:
 - (1) Eight (8) characters or more in length;
 - (2) Changed every ninety (90) days;
 - (3) Changed immediately if revealed or compromised; and
 - (4) Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a) Upper case letters (A-Z);
 - b) Lowercase letters (a-z);
 - c) Arabic numerals (0 through 9); and
 - d) Non-alphanumeric characters (punctuation symbols).

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

1. Network-based firewall and/or personal firewall;
2. Continuously updated anti-virus software; and
3. Patch management process including installation of all operating system/software vendor security patches.

The Contractor shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable

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electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. The Contractor must apply appropriate sanctions against its employees who fail to comply with these safeguards. The Contractor must adopt procedures for terminating access to PHI when employment of employee ends.

10. Mitigation of Harmful Effects

The Contractor shall mitigate, to the extent practicable, any harmful effect that is suspected or known to the Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by the Contractor or its subcontractors in violation of the requirements of these provisions. The Contractor must document suspected or known harmful effects and the outcome.

11. The Contractor's Subcontractors

The Contractor shall ensure that any of its contractors, including subcontractors, if applicable, to whom the Contractor provides PHI received from or created or received by the Contractor on behalf of the County, agree to the same restrictions, safeguards, and conditions that apply to the Contractor with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

Nothing in this section 11 or this Exhibit D authorizes the Contractor to perform services under this Agreement using subcontractors.

12. Employee Training and Discipline

The Contractor shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or activities on behalf of the County under this Agreement and use or disclose PHI, and discipline such employees who intentionally violate any provisions of these provisions, which may include

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Health Insurance Portability and Accountability Act (HIPAA)

termination of employment.

13. Termination for Cause

Upon the County's knowledge of a material breach of these provisions by the Contractor, the County will either:

A. Provide an opportunity for the Contractor to cure the breach or end the violation, and the County may terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County; or

B. Immediately terminate this Agreement if the Contractor has breached a material term of this Exhibit D and cure is not possible, as determined by the County.

C. If neither cure nor termination is feasible, the County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

14. Judicial or Administrative Proceedings

The County may terminate this Agreement if: (1) the Contractor is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil proceeding in which the Contractor is a party that the Contractor has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws.

15. Effect of Termination

Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all PHI received from the County (or created or received by the Contractor on behalf of the County) that the Contractor still maintains in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, the Contractor shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision applies to PHI that is in the possession of subcontractors or agents, if applicable, of the Contractor. If the Contractor destroys the PHI data, a certification of date and time of destruction shall be provided to the County by the Contractor.

16. Compliance with Other Laws

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To the extent that other state and/or federal laws provide additional, stricter and/or more protective privacy and/or security protections to PHI or other confidential information covered under this BAA, the Contractor agrees to comply with the more protective of the privacy and security standards set forth in the applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA Rules or are otherwise more favorable to the individual.

17. Disclaimer

The County makes no warranty or representation that compliance by the Contractor with these provisions, the HITECH Act, or the HIPAA Rules, will be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.

18. Amendment

The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit D may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of the HIPAA Rules, the HITECH Act and other applicable laws relating to the security or privacy of PHI. The County may terminate this Agreement upon thirty (30) days written notice in the event that the Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that the County in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules, and the HITECH Act.

19. No Third-Party Beneficiaries

Nothing expressed or implied in the provisions of this Exhibit D is intended to confer, and nothing in this Exhibit D does confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities

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whatsoever.

20. Interpretation

The provisions of this Exhibit D shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules, and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

21. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA Rules means the section as in effect or as amended.

22. Survival

The respective rights and obligations of the Contractor as stated in this Exhibit D survive the termination or expiration of this Agreement.

23. No Waiver of Obligation

Change, waiver or discharge by the County of any liability or obligation of the Contractor under this Exhibit D on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.