

SERVICE AGREEMENT

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

Recitals

A. County, through its Department of Behavioral Health (DBH), determined a need for a qualified provider to operate a Forensic Behavioral Health Continuum of Care for certain Fresno County residents to receive substance use disorder and co-occurring mental health outpatient (SUD/MH OP), full service partnership (FSP), and assertive community treatment (ACT) services under California Assembly Bill (AB) 109 Public Safety Realignment and the Post-Release Community Supervision Act of 2011, and mental health diversion under AB1810, California Senate Bill (SB) 317 and Penal Code section 1001.36; and

B. County is authorized through its Intergovernmental Agreement with the California State Department of Health Care Services (DHCS), hereinafter referred to as State or DHCS, to subcontract for Drug Medi-Cal services (DMC) in Fresno County; and

C. County is authorized to contract with privately operated agencies for the provision of alcohol and other drug treatment services, pursuant to Title 9, Division 4 of the California Code of Regulations and Division 10.5 (commencing with Section 11750) of the California Health and Safety Code; and

D. County, through its DBH, is a Mental Health Plan (MHP) as defined in Title 9 of the California Code of Regulations, Section 1810.226; and

E. Contractor is certified by the State to provide services required by County, pursuant to the terms and conditions of this Agreement; and

F. County received grant funds for Whole Person Care Like (WPCL) Pilot navigation and linkage services; and

G. County entered into Agreement No. 22-264 with Contractor on June 21, 2022, amended by Agreement No. 23-036 on January 24, 2023, collectively Agreement No. 23-036;

1 H. Changes to the agreement are necessary due the DHCS implementation of California
2 Advancing and Innovating Medi-Cal (CalAIM), which includes a new billing structure that
3 Contractor must utilize; and

4 I. County has received funds for, and wishes Contractor to provide Department of State
5 Hospital (DSH) Jail Diversion services in conjunction with other services provided pursuant to
6 Agreement No. 23-036; and

7 J. This Agreement shall replace, restate, and supersede Agreement No. 23-036 in its
8 entirety.

9 The parties therefore agree as follows:

10 **Article 1**

11 **Contractor's Services**

12 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
13 Exhibit A, titled "Scope of Services;" Exhibit A-1, titled "WPCL Scope of Services;" and Exhibit
14 A-2, titled "DSH Diversion Scope of Services" to this Agreement.

15 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
16 able to perform all of the services provided in this Agreement.

17 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
18 applicable federal, state, and local laws and regulations in the performance of its obligations
19 under this Agreement, including but not limited to workers compensation, labor, and
20 confidentiality laws and regulations.

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

24 (A) California Code of Regulations, Title 9;

25 (B) California Code of Regulations, Title 22;

26 (C) California Welfare and Institutions Code, Division 5;

27 (D) United States Code of Federal Regulations, Title 42, including but not limited to
28 Parts 438 and 455;

- 1 (E) United States Code of Federal Regulations, Title 45;
- 2 (F) United States Code, Title 42 (The Public Health and Welfare), as applicable;
- 3 (G) Balanced Budget Act of 1997;
- 4 (H) Health Insurance Portability and Accountability Act (HIPAA); and
- 5 (I) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory
- 6 guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and
- 7 Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of
- 8 County's, state or federal contracts governing services for persons served.

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

12 Contractor shall comply with requirements stated within the Intergovernmental
13 Agreement as listed in Exhibit B, Drug Medi-Cal Specific Requirements; and with all other
14 provisions set forth in the Intergovernmental Agreement, made available by the COUNTY's DBH
15 at the following web address: [https://www.co.fresno.ca.us/departments/behavioral-](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)
16 [health/home/for-providers/contract-providers/substance-use-disorder-providers](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers). Contractor is
17 referred to therein as "Subcontractor" and County is referred to therein as "Contractor."

18 Contractor recognizes that County operates its mental health programs under an
19 agreement with DHCS, and that under said agreement the State imposes certain requirements
20 on County and its subcontractors. Contractor shall adhere to all State requirements, including
21 those identified in Exhibit C, "Behavioral Health Requirements".

22 1.4 **DSH Jail Diversion Funding.** Contractor acknowledges that County's DBH receives
23 funding under DSH Jail Diversion for eligible individuals with serious mental disorders who have
24 committed certain felony crimes and found by a Court to qualify for diversion services pursuant
25 to Penal Code section 1001.36. Contractor shall comply with all terms and conditions of the
26 DSH Diversion funding agreement between DSH and the County in Exhibit D, including any and
27 all applicable modifications or amendments to such funding agreement.

1 1.5 **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings
2 consisting of staff from County’s DBH to discuss service requirements, data reporting, training,
3 policies and procedures, overall program operations and any problems or foreseeable problems
4 that may arise. Contractor shall also participate in other County meetings, such as but not
5 limited to quality improvement meetings, provider meetings, Behavioral Health Board meetings,
6 bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the
7 needs of the County.

8 1.6 **Organizational Provider.** Contractor shall maintain requirements as a Mental Health
9 Plan (MHP) organizational provider throughout the term of this Agreement, as described in
10 Article 17 of this Agreement. If for any reason, this status is not maintained, County may
11 terminate this Agreement pursuant to Article 7 of this Agreement.

12 1.7 **Staffing.** Contractor agrees that prior to providing services under the terms and
13 conditions of this Agreement, Contractor shall have staff hired and in place for program services
14 and operations or County may, in addition to other remedies it may have, suspend referrals or
15 terminate this Agreement, in accordance with Article 7 of this Agreement.

16 1.8 **Credentialing and Recredentialing.** Contractor and their respective staff must
17 follow the uniform process for credentialing and recredentialing of service providers established
18 by County, including disciplinary actions such as reducing, suspending, or terminating provider’s
19 privileges. Failure to comply with specified requirements can result in suspension or termination
20 of an individual or provider.

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

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

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

6 1.9 **Criminal Background Check.** Contractor shall ensure that all providers and/or
7 subcontracted providers consent to a criminal background check, including fingerprinting to the
8 extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence
9 of completed consents when requested by the County, DHCS or the US Department of Health &
10 Human Services (US DHHS).

11 1.10 **Guiding Principles.** Contractor shall align programs, services, and practices with
12 the vision, mission, and guiding principles of the DBH, as further described in Exhibit E, "Fresno
13 County Department of Behavioral Health Guiding Principles of Care Delivery".

14 1.11 **Clinical Leadership.** Contractor shall send to County upon execution of this
15 Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their
16 clinical program. Recruitment and retaining clinical leadership with the clinical competencies to
17 oversee services based on the level of care and program design presented herein shall be
18 included in this plan. A description and monitoring of this plan shall be provided.

19 1.12 **Timely Access.** It is the expectation of the County that Contractor provide timely
20 access to services that meet the State of California standards for care. Contractor must
21 complete intake for all persons served (including persons served referred by Court or Probation)
22 within timeframes specified below from initial contact.

23 (A) Contractor shall provide non-urgent services within ten (10) business days from
24 request/referral to first appointment;

25 (B) Contractor shall provide psychiatry services within fifteen (15) business days
26 from request/referral to first appointment;

27 (C) Contractor shall provide urgent services as soon as needed based on each
28 person's needs; and

1 (D) Contractor shall comply with reporting requirements of Superior Court of Fresno
2 and Fresno County Probation Department relating to beneficiary status change and
3 treatment progress if an appropriate Release of Information (ROI) is in place within two
4 (2) business days from next court appearance or upon request.

5 Contractor shall track timeliness of services to persons served and provide a monthly
6 report showing the monitoring or tracking tool that captures this data. County and Contractor
7 shall meet to go over this monitoring tool, as needed but at least on a monthly basis. County
8 shall take corrective action if there is a failure to comply by Contractor with timely access
9 standards. Contractor shall also provide tracking tools and measurements for effectiveness,
10 efficiency, and persons served satisfaction as further detailed in Exhibit A, Exhibit A-1 and
11 Exhibit A-2.

12 1.13 **Electronic Health Record.** Contractor may maintain its records in County's
13 electronic health record (EHR) system in accordance with Exhibit F, "Documentation Standards
14 for Person Served Records", as licenses become available. The person served record shall
15 begin with registration and intake, and include person served authorizations, assessments,
16 plans of care, and progress notes, as well as other documents as approved by County. County
17 shall be allowed to review records of all and any services provided. If Contractor determines to
18 maintain its records in the County's EHR, it shall provide County's DBH Director, or his or her
19 designee, with a thirty (30) day notice. If at any time Contractor chooses not to maintain its
20 records in the County's EHR, it shall provide County's DBH Director, or designee, with thirty (30)
21 days advance written notice and Contractor will be responsible for obtaining its own system, at
22 its own cost, for electronic health records management.

23 Disclaimer

24 County makes no warranty or representation that information entered into the County's
25 DBH EHR system by Contractor will be accurate, adequate, or satisfactory for Contractor's own
26 purposes or that any information in Contractor's possession or control, or transmitted or
27 received by Contractor, is or will be secure from unauthorized access, viewing, use, disclosure,
28 or breach. Contractor is solely responsible for person served information entered by Contractor

1 into the County's DBH EHR system. Contractor agrees that all Private Health Information (PHI)
2 maintained by Contractor in County's DBH EHR system will be maintained in conformance with
3 all HIPAA laws, as stated in section 18.1, "Health Insurance Portability and Accountability Act."

4 1.14 **Records.** Contractor shall maintain records in accordance with Exhibit F,
5 "Documentation Standards for Person Served Records". All person served records shall be
6 maintained for a minimum of ten (10) years from the date of the end of this Agreement.

7 1.15 **Access to Records.** Contractor shall provide County with access to all
8 documentation of services provided under this Agreement for County's use in administering this
9 Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the
10 Controller General of the United States, and any other authorized Federal and State agencies to
11 evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all
12 records, documents, and the premises, equipment and facilities maintained by the Contractor
13 pertaining to such services at any time and as otherwise required under this Agreement.

14 1.16 **Quality Improvement Activities and Participation.** Contractor shall comply with
15 the County's ongoing comprehensive Quality Assessment and Performance Improvement
16 (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established
17 outcomes by following structural and operational processes and activities that are consistent
18 with current practice standards.

19 Contractor shall participate in quality improvement (QI) activities, including clinical and
20 non-clinical performance improvement projects (PIPs), as requested by the County in relation to
21 State and Federal requirements and responsibilities, to improve health outcomes and
22 individuals' satisfaction over time. Other QI activities include quality assurance, collection and
23 submission of performance measures specified by the County, mechanisms to detect both
24 underutilization and overutilization of services, individual and system outcomes, utilization
25 management, utilization review, provider appeals, provider credentialing and re-credentialing,
26 and person served grievances. Contractor shall measure, monitor, and annually report to the
27 County its performance.

1 statutory outcome data reporting. Outcome and data requirements are subject to change
2 at State and County's discretion.

3 (E) DSH Diversion Reporting

4 County's DBH is responsible for providing a report to the State which will
5 describe and evaluate the DSH diversion funding for essential planning purposes,
6 maintaining program accountability and program monitoring. Contractor is required to
7 submit quarterly to the County's DBH such statutory outcome data reporting in
8 accordance to Exhibit H. Outcome data and report requirements are subject to change
9 at State and County's DBH discretion.

10 (F) FSP Data Collection and Reporting to DHCS

11 Contractor shall report person served/partner information and outcomes of
12 FSP/ACT program directly into the FSP Data Collection and Reporting (DCR) system.
13 Data shall be submitted through an online interface using forms set forth in Exhibit I.

14 (G) Additional Reports

15 Contractor 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 Contractor 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, Contractor 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.** Contractor agrees to extend to County's staff, County's DBH and
23 DHCS, or their designees, the right to review and monitor records, programs, or procedures, at
24 any time, in regard to persons served, as well as the overall operation of Contractor's programs,
25 in order to ensure compliance with the terms and conditions of this Agreement.

1 **Article 3**

2 **County's Responsibilities**

3 3.1 The County shall provide oversight and collaborate with Contractor, other County
4 Departments and community agencies to help achieve program goals and outcomes. In addition
5 to contractor monitoring of program, oversight includes, but not limited to, coordination with
6 DHCS in regard to program administration and outcomes. County shall participate in evaluating
7 the progress of the overall program, levels of care components, and the efficiency of
8 collaboration with the Contractor staff and will be available to Contractor for ongoing
9 consultation.

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

15 **Article 4**

16 **Compensation, Invoices, and Payments**

17 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
18 the performance of its services under this Agreement as described in Exhibit J to this
19 Agreement titled "Compensation", and Exhibit J-1 and Exhibit J-2 to this Agreement, titled
20 "Program Expenses".

21 4.2 **Specialty Mental Health Services Maximum Compensation.** The maximum
22 compensation payable to the Contractor under this Agreement for SUD/MH OP Specialty
23 Mental Health Services for the period of July 1, 2023 through June 30, 2024 is One Million,
24 Seven Hundred Twenty-Eight Thousand, Eight Hundred Thirty-Eight and No/100 Dollars
25 (\$1,728,838.00), which is not a guaranteed sum but shall be paid only for services rendered and
26 received. The maximum compensation payable to the Contractor under this Agreement for
27 SUD/MH OP Specialty Mental Health Services for the period of July 1, 2024 through June 30,
28 2025 is One Million, Seven Hundred Twenty-Eight Thousand, Eight Hundred Thirty-Eight and

1 No/100 Dollars (\$1,728,838.00), which is not a guaranteed sum but shall be paid only for
2 services rendered and received. If performance standards are met and this Agreement is
3 extended for additional twelve (12) month terms pursuant to Article 5.2, the maximum
4 compensation payable to the Contractor under this Agreement for SUD/MH OP Specialty
5 Mental Health Services for each subsequent twelve (12) month period is One Million, Seven
6 Hundred Twenty-Eight Thousand, Eight Hundred Thirty-Eight and No/100 Dollars
7 (\$1,728,838.00), which is not a guaranteed sum but shall be paid only for services rendered and
8 received.

9 The maximum compensation payable to the Contractor under this Agreement for
10 FSP/ACT Specialty Mental Health Services for the period of July 1, 2023 through June 30, 2024
11 is Two Million, Three Hundred Ninety-Eight Thousand, Three Hundred Ten and No/100 Dollars
12 (\$2,398,310.00), which is not a guaranteed sum but shall be paid only for services rendered and
13 received. The maximum compensation payable to the Contractor under this Agreement for
14 FSP/ACT Specialty Mental Health Services for the period of July 1, 2024 through June 30, 2025
15 is Two Million, Three Hundred Ninety-Eight Thousand, Three Hundred Ten and No/100 Dollars
16 (\$2,398,310.00, which is not a guaranteed sum but shall be paid only for services rendered and
17 received. If performance standards are met and this Agreement is extended for additional
18 twelve (12) month terms pursuant to Article 5.2, the maximum compensation payable to the
19 Contractor under this Agreement for FSP/ACT Specialty Mental Health Services for each
20 subsequent twelve (12) month period is Two Million, Three Hundred Ninety-Eight Thousand,
21 Three Hundred Ten and No/100 Dollars (\$2,398,310.00), which is not a guaranteed sum but
22 shall be paid only for services rendered and received.

23 **4.3 Non-Medi-Cal Supports Maximum Compensation.** The maximum compensation
24 payable to the Contractor under this Agreement for SUD/MH OP Non-Medi-Cal Support
25 Services for the period of July 1, 2023 through June 30, 2024 is Six Hundred, Fifty-Eight
26 Thousand, Two Hundred Fifty and No/100 Dollars (\$658,250.00), which is not a guaranteed
27 sum but shall be paid only for services rendered and received. The maximum compensation
28 payable to the Contractor under this Agreement for SUD/MH OP Non-Medi-Cal Support

1 Services for the period of July 1, 2024 through June 30, 2025 is Six Hundred, Fifty-Eight
2 Thousand, Two Hundred Fifty and No/100 Dollars (\$658,250.00), which is not a guaranteed
3 sum but shall be paid only for services rendered and received. If performance standards are
4 met and this Agreement is extended for additional twelve (12) month terms pursuant to Article
5 5.2, the maximum compensation payable to the Contractor under this Agreement for SUD/MH
6 OP Non-Medi-Cal Support Services for each subsequent twelve (12) month period is Six
7 Hundred, Fifty-Eight Thousand, Two Hundred Fifty and No/100 Dollars (\$658,250.00), which is
8 not a guaranteed sum but shall be paid only for services rendered and received.

9 The maximum compensation payable to the Contractor under this Agreement for
10 FSP/ACT Non-Medi-Cal Support Services for the period of July 1, 2023 through June 30, 2024
11 is One Million, Seven Hundred Forty-Seven Thousand, Four Hundred Eighty-Three and No/100
12 Dollars (\$1,747,483.00). The maximum compensation payable to the Contractor under this
13 Agreement for FSP/ACT services for the period of July 1, 2024 through June 30, 2025 is One
14 Million, Seven Hundred Forty-Seven Thousand, Four Hundred Eighty Three and No/100 Dollars
15 (\$1,747,483.00). If performance standards are met and this Agreement is extended for
16 additional twelve (12) month terms pursuant to Article 5.2, the maximum compensation payable
17 to the Contractor under this Agreement for FSP/ACT services for each subsequent twelve (12)
18 month period is One Million, Seven Hundred Forty-Seven Thousand, Four Hundred Eighty
19 Three and No/100 Dollars (\$1,747,483.00), which is not a guaranteed sum but shall be paid
20 only for services rendered and received.

21 **4.4 Whole Person Care Like Pilot Maximum Compensation.** The maximum
22 compensation payable to the Contractor under this Agreement for Whole Person Care Like Pilot
23 Services the period of July 1, 2023 through June 30, 2024 is Three Hundred Fifty-Seven
24 Thousand, Seven Hundred Fifty-One and No/100 Dollars (\$357,751.00). The maximum
25 compensation payable to the Contractor under this Agreement for Whole Person Care Like Pilot
26 Services for the period of July 1, 2023 through June 30, 2024 is Three Hundred Fifty-Seven
27 Thousand, Seven Hundred Fifty-One and No/100 Dollars (\$357,751.00).

1 4.5 **Transition Optimization Funds.** If Contractor opts to apply for transition
2 optimization funds, the maximum amount payable for transition optimization for the period of
3 July 1, 2023 through June 30, 2024 shall not exceed Two Hundred Thousand and No/100
4 dollars (\$250,000.00) split among all current agreements between the Contractor and the
5 County for Medi-Cal billable specialty mental health and substance use disorder services as
6 further described in the Scope of Work/Services. All final invoices for transition optimization
7 funds shall be submitted by June 15, 2024. Invoices submitted thereafter, shall not be eligible
8 for payment.

9 4.6 **Total Maximum Compensation.** In no event shall the maximum contract amount for
10 all the services provided by the Contractor to County under the terms and conditions of this
11 Agreement be in excess of Twenty Seven Million, Ninety-Seven Thousand, Twenty-Four and
12 No/100 Dollars (\$27,097,024.00) during the entire term of this Agreement.

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

20 The Contractor will be compensated for performance of its services under this
21 Agreement as provided in this Article. The Contractor is not entitled to any compensation except
22 as expressly provided in this Agreement.

23 4.7 **Rate Categories.** The program service components for the Contractor shall be
24 categorized under one or more of the following rate categories and as indicated on Exhibit J.

25 (A) Clinic-Site Based: Clinic-Site Based programs shall be defined as programs who
26 provide less than fifty percent (50%) of services in the field. In the field services are
27 those services that do not occur through telehealth and do not occur in designated sites
28

1 in which the Contractor is afforded regular access. Designated sites shall be identified by
2 the Contractor and approved by County's DBH Director or designee in writing.

3 (B) Field Based: Field based programs shall be defined as programs that provide
4 more than fifty percent (50%) of services in the field.

5 (C) Full Service Partnership/Assisted Outpatient Therapy/Therapeutic Behavioral
6 Health Services (FSP/AOT/TBS): FSP/AOT/TBS programs shall provide services in
7 accordance with level of care standards and general requirements as described in the
8 Scope of Work/Services, if applicable.

9 County's DBH shall continuously monitor the programs and analyze data to review
10 accuracy of rate categories assigned and may be reassigned by the County's DBH Director or
11 designee, as described in Article 25.

12 4.8 **Specialty Mental Health Services Claiming.** Contractor shall enter claims data into
13 the County's billing and transactional database system by the fifteenth (15th) of every month for
14 actual services rendered in the previous month. Contractor shall use Current Procedural
15 Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as
16 provided in the DHCS Billing Manual available at
17 <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time
18 amended.

19 Claims shall be complete and accurate and must include all required information
20 regarding the claimed services. Claims data entry into the County's electronic health record
21 system shall be the responsibility of Contractor. County shall monitor the volume of services,
22 billing amounts and service types entered into County's electronic health record/information
23 system. Any and all audit exceptions resulting from the provision and reporting of specialty
24 mental health services by Contractor shall be the sole responsibility of Contractor. Contractor
25 will comply with all applicable policies, procedures, directives, and guidelines regarding the use
26 of County's electronic health record/information system.

27 Contractor must provide all necessary data to allow County to bill Medi-Cal, and any
28 other third-party source, for services and meet State and Federal reporting requirements. The

1 necessary data can be provided by a variety of means, including but not limited to: 1) direct data
2 entry into County's electronic health record/information system; 2) providing an electronic file
3 compatible with County's electronic health record/information system; or 3) integration between
4 County's electronic health record/information system and Contractor's information system(s).
5 Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming
6 all possible Medi-Cal services and correcting denied services for resubmission as needed.

7 **4.9 Applicable Fees.** Contractor shall not charge any persons served or third-party
8 payers any fee for service unless directed to do so by the County's DBH Director or designee at
9 the time the individual is referred for services. When directed to charge for services, Contractor
10 shall use the uniform billing and collection guidelines prescribed by DHCS.

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

14 Contractor shall not submit a claim to, or demand or otherwise collect reimbursement
15 from, the person served or persons acting on behalf of the person served for any specialty
16 mental health or related administrative services provided under this Contract, except to collect
17 other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9,
18 §1810.365(c).

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

22 If a person served has dual coverage, such as other health coverage (OHC) or Federal
23 Medicare, Contractor will be responsible for billing the carrier and obtaining a payment/denial or
24 have validation of claiming with no response for ninety (90) days after the claim was mailed
25 before the service can be entered into the County's electronic health record/information system.
26 Contractor must report all third-party collections for Medicare, third-party or client-pay or private-
27 pay in each month. A copy of explanation of benefits or CMS 1500 form is required as
28 documentation. Contractor must comply with all laws and regulations governing the Federal

1 Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42
2 U.S.C. section 1395 et seq; and 2) the regulation and rules promulgated by the Federal Centers
3 for Medicare and Medicaid Services as they relate to participation, coverage and claiming
4 reimbursement. Contractor will be responsible for compliance as of the effective date of each
5 Federal, State or local law or regulation specified.

6 4.10 **Invoices.** The Contractor shall submit monthly invoices, in arrears by the fifteenth
7 (15th) day of each month, in the format directed by the County. The Contractor shall submit
8 invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-
9 invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with
10 a copy to the assigned County's DBH Staff Analyst. At the discretion of County's DBH Director
11 or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's
12 DBH Director, or designee, shall have the right to withhold payment as to only the portion of the
13 invoice that is incorrect or improper after five (5) days prior notice to Contractor. Contractor
14 agrees to continue to provide services for a period of ninety (90) days after notification of an
15 incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected
16 to County satisfaction, County's DBH Director, or designee, may elect to terminate this
17 Agreement, pursuant to the termination provisions stated in Article 7 of this Agreement.

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

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

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

1 Any claimable services submitted beyond six (6) months from the month of service may
2 be ineligible for payment.

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

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

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

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

22 4.11 **Payment.** Payments shall be made by County to Contractor in arrears, for services
23 provided during the preceding month, within forty-five (45) days after the date of receipt,
24 verification, and approval by County. All final invoices and/or any final budget modification
25 requests shall be submitted by Contractor within sixty (60) days following the final month of
26 service for which payment is claimed. No action shall be taken by County on claims submitted
27 beyond the sixty (60) day closeout period. Any compensation which is not expended by
28

1 Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to
2 County.

3 4.12 **Specialty Mental Health Services Payments.** Payment shall be made upon
4 certification and other proof satisfactory to County that services have actually been performed
5 by Contractor as specified in this Agreement and/or after receipt and verification of actual
6 services provided.

7 4.13 **Cost Reimbursement Payments.** Payment shall be made upon certification or other
8 proof satisfactory to County that services have actually been performed by Contractor as
9 specified in this Agreement and/or after receipt and verification of actual expenditures incurred
10 by Contractor for monthly program costs, as identified in the budget narratives and budgets
11 identified in Exhibit J-1 and J-2, in the performance of this Agreement. County shall not be
12 obligated to make any payments under this Agreement if the request for payment is received by
13 County more than sixty (60) days after this Agreement has terminated or expired.

14 4.14 **Recoupments and Audits.** County shall recapture from Contractor the value of any
15 services or other expenditures determined to be ineligible based on the County or State
16 monitoring results. The County reserves the right to enter into a repayment agreement with
17 Contractor, with total monthly payments not to exceed twelve (12) months from the date of the
18 repayment agreement, to recover the amount of funds to be recouped. The County has the
19 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of
20 the repayment agreement. The repayment agreement may be made with the signed written
21 approval of County's DBH Director, or designee, and respective Contractor through a
22 repayment agreement. The monthly repayment amounts may be netted against the Contractor's
23 monthly billing for services rendered during the month, or the County may, in its sole discretion,
24 forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive,
25 and County may seek recoupment from any other means, including, but not limited to, a separate
26 contract or agreement with Contractor.

27 Contractor shall be held financially liable for any and all future disallowances/audit
28 exceptions due to Contractor's deficiency discovered through the State audit process and

1 County utilization review for services provided during the course of this Agreement. At County's
2 election, the disallowed amount will be remitted within forty-five (45) days to County upon
3 notification or shall be withheld from subsequent payments to Contractor. Contractor shall not
4 receive reimbursement for any units of services rendered that are disallowed or denied by the
5 Fresno County Mental Health Plan (Mental Health Plan) utilization review process or through
6 the State of California DHCS audit and review process, cost report audit settlement if applicable,
7 for Medi-Cal eligible beneficiaries.

8 **4.15 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
9 expenses that are not specified as payable by the County under this Agreement. If Contractor
10 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for
11 further compensation.

12 **4.16 Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
13 limitations, and/or conditions imposed by County or state or federal funding sources that may in
14 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
15 contingent upon sufficient funds being made available by County, state, or federal funding
16 sources for the term of the Agreement. If the federal or state governments reduce financial
17 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss
18 renegotiating the services required by this Agreement.

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

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

26 **4.17 Additional Financial Requirements.** County has the right to monitor the
27 performance of this Agreement to ensure the accuracy of claims for reimbursement and
28 compliance with all applicable laws and regulations.

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

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

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

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

16 **4.18 Contractor Prohibited from Redirection of Contracted Funds.** Contractor may
17 not redirect or transfer funds from one funded program to another funded program under which
18 Contractor provides services pursuant to this Agreement except through a duly executed
19 amendment to this Agreement.

20 Contractor may not charge services delivered to an eligible person served under one
21 funded program to another funded program unless the person served is also eligible for services
22 under the second funded program.

23 **4.19 Financial Audit Report Requirements for Pass-Through Entities.** If County
24 determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined
25 in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost
26 principles and administrative requirements including claims for payment or reimbursement by
27 County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor
28 shall observe and comply with all applicable financial audit report requirements and standards.

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

5 Contractor will provide a financial audit report including all attachments to the report and
6 the management letter and corresponding response within six months of the end of the audit
7 year to the County's DBH Director or designee. The County's DBH Director or designee is
8 responsible for providing the audit report to the County Auditor.

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

13 Article 5

14 Term of Agreement

15 5.1 **Term.** This Agreement is effective on July 1, 2023, and terminates on June 30, 2025
16 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
17 below.

18 5.2 **Extension.** The term of this Agreement may be extended for two (2) additional
19 consecutive one-year periods only upon written approval of both parties at least thirty (30) days
20 before the first day of next one-year extension period. The County's DBH Director or designee is
21 authorized to sign the written approval on behalf of the County based on the Contractor's
22 satisfactory performance. The extension of this Agreement by the County is not a waiver or
23 compromise of any default or breach of this Agreement by the Contractor existing at the time of
24 the extension whether or not known to the County.

25 Article 6

26 Notices

27 6.1 **Contact Information.** The persons and their addresses having authority to give and
28 receive notices provided for or permitted under this Agreement include the following:

1 **For the County:**
2 Director
3 County of Fresno
4 1925 E. Dakota Avenue
5 Fresno, CA 93726

6 **For the Contractor:**
7 Chief Executive Officer
8 Turning Point of Central California, Inc.
9 P.O. Box 7447
10 Visalia, CA 93290-7447

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 Contractor 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.** Contractor 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. Contractor 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 Contractor must immediately notify County of a change in ownership, organizational
6 status, licensure, or ability of Contractor to provide the quantity or quality of the contracted
7 services in a and in no event more than fifteen (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 Contractor, may:

- 14 (A) Modify the services provided by the Contractor 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 Contractor. The written
19 notice may suspend performance under this Agreement and must provide at least thirty
20 (30) days for the Contractor to cure the breach.

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

4 7.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
5 under this Article 7 is without penalty to or further obligation of the County.

6 7.5 **County's Rights upon Termination.** Upon termination for breach under this Article
7 7, the County may demand repayment by the Contractor of any monies disbursed to the
8 Contractor under this Agreement that, in the County's sole judgment, were not expended in
9 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
10 demand. This section survives the termination of this Agreement.

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

16 **Article 8**

17 **Informing Materials for Persons Served**

18 8.1 **Basic Information Requirements.** Contractor shall provide information in a manner
19 and format that is easily understood and readily accessible to the persons served (42 C.F.R. §
20 438.10(c)(1)). Contractor shall provide all written materials for persons served in easily
21 understood language, format, and alternative formats that take into consideration the special
22 needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform the
23 persons served that information is available in alternate formats and how to access those
24 formats in compliance with 42 C.F.R. § 438.10.

25 Contractor shall provide the required information in this section to each individual
26 receiving SMHS under this Agreement and upon request (1915(b) Medi-Cal Specialty Mental
27 Health Services Waiver, § (2), subd.(d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, §
28 1810.360(e)).

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

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

6 **8.2 Electronic Submission.** Persons served information required in this section may
7 only be provided electronically by the Contractor if all of the following conditions are met:

8 (A) The format is readily accessible;

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

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

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

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

18 **8.3 Language and Format.** Contractor shall provide all written materials, including
19 taglines, for persons served or potential persons served in a font size no smaller than twelve
20 (12) point (42 C.F.R. 438.10(d)(6)(ii)).

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

24 Contractor shall make its written materials that are critical to obtaining services,
25 including, at a minimum, provider directories, beneficiary handbook, appeal and grievance
26 notices, denial and termination notices, and the Contractor's mental health education materials,
27 available in the prevalent non-English languages in the County (42 C.F.R. § 438.10(d)(3)).
28

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

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

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

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

12 **8.4 Beneficiary Informing Materials.** Each person served must receive and have
13 access to the beneficiary informing materials upon request by the individual and when first
14 receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

15 (A) Consumer Handbook

16 (B) Provider Directory

17 (C) Grievance form

18 (D) Appeal/Expedited Appeal form

19 (E) Advance Directives brochure

20 (F) Change of Provider form

21 (G) Suggestions brochure

22 (H) Notice of Privacy Practices

23 (I) Notices of Adverse Benefit Determination (NOABDs – Including Denial and
24 Termination notices)

25 (J) Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving
26 individuals under the age of twenty-one (21))
27
28

1 (K) Contractor shall ensure beneficiary informing material are displayed in the
2 threshold languages of Fresno County at all service sites, including but not limited to the
3 following:

- 4 (1) Consumer Handbook
- 5 (2) Provider Directory
- 6 (3) Grievance form
- 7 (4) Appeal/Expedited Appeal form
- 8 (5) Advance Directives brochure
- 9 (6) Change of Provider form
- 10 (7) Suggestions brochure

11 All beneficiary informing written materials will use easily understood language and
12 format (i.e. material written and formatted at a sixth grade reading level), and will use a font size
13 no smaller than twelve (12) point. All beneficiary informing written materials shall inform
14 beneficiaries of the availability of information in alternative formats and how to make a request
15 for an alternative format. Inventory and maintenance of all beneficiary informing materials will be
16 maintained by the County's DBH Managed Care Division. Contractor will ensure that its written
17 materials include taglines or that an additional taglines document is available.

18 **8.5 Beneficiary Handbook.** Contractor shall provide each person served with a
19 beneficiary handbook at the time the individual first accesses services and thereafter upon
20 request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14)
21 business days after receiving notice of enrollment.

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

25 **8.6 Accessibility.** Required informing materials must be electronically available on
26 Contractor's website and must be physically available at the Contractor's facility lobby for
27 individuals' access.

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

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

7 (A) Mails a printed copy of the information to the person served's mailing address
8 before the individual receives their first specialty mental health service;

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

11 (C) Provides the information by email after obtaining the person served's agreement
12 to receive the information by email;

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

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

22 **8.7 Provider Directory.** Contractor must follow the County's provider directory policy, in
23 compliance with MHSUDS IN 18-020.

24 Contractor must make available to persons served, in paper form upon request and
25 electronic form, specified information about the County provider network as per 42 C.F.R. §
26 438.10(h). The most current provider directory is electronically available on the County website
27 and is updated by the County no later than thirty (30) calendar days after information is received
28

1 to update provider information. A paper provider directory must be updated at least monthly as
2 set forth in 42 C.F.R. § 438.10(h)(3)(i).

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

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

7 **Article 9**

8 **Independent Contractor**

9 9.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
10 agents, employees, and volunteers, is at all times acting and performing as an independent
11 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
12 venturer, partner, or associate of the County.

13 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
14 manner or method of the Contractor's performance under this Agreement, but the County may
15 verify that the Contractor is performing according to the terms of this Agreement.

16 9.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
17 right to employment rights or benefits available to County employees. The Contractor is solely
18 responsible for providing to its own employees all employee benefits required by law. The
19 Contractor shall save the County harmless from all matters relating to the payment of
20 Contractor's employees, including compliance with Social Security withholding and all related
21 regulations.

22 9.4 **Services to Others.** The parties acknowledge that, during the term of this
23 Agreement, the Contractor may provide services to others unrelated to the County.

24 9.5 **Operating Costs.** Contractor shall provide all personnel, supplies, and operating
25 expenses of any kind required for the performance of this Agreement.

26 9.6 **Additional Responsibilities.** The parties acknowledge that, during the term of this
27 Agreement, the Contractor will be performing hiring, training, and credentialing of staff, and
28

1 County will be performing additional staff credentialing to ensure compliance with State and
2 Federal regulations.

3 9.7 **Subcontracts.** Contractor shall obtain written approval from County's DBH Director,
4 or designee before subcontracting any of the services delivered under this Agreement. County's
5 DBH Director, or designee retains the right to approve or reject any request for subcontracting
6 services. Any transferee, assignee, or subcontractor will be subject to all applicable provisions
7 of this Agreement, and all applicable State and Federal regulations. Contractor shall be held
8 primarily responsible by County for the performance of any transferee, assignee, or
9 subcontractor unless otherwise expressly agreed to in writing by County's DBH Director, or
10 designee. The use of subcontractors by Contractor shall not entitle Contractor to any additional
11 compensation that is provided for under this Agreement.

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

15 **Article 10**

16 **Indemnity and Defense**

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

26 10.2 **Survival.** This Article 10 survives the termination of this Agreement.
27
28

1 **Article 11**

2 **Insurance**

3 11.1 The Contractor shall comply with all the insurance requirements in Exhibit K to this
4 Agreement.

5 **Article 12**

6 **Assurances**

7 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**
8 **Health Care Program.**

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

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

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

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

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

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

27 (C) In entering into this Agreement, Contractor certifies, that Contractor does not
28 employ staff or individual contractors/vendors that are on the Social Security

1 Administration's Death Master File. Contractor shall check the database prior to
2 employing staff or individual contractors/vendors and provide evidence of these
3 completed searches when requested by the County, DHCS or the US DHHS.

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

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

9 (F) Contractor must confirm the identity and determine the exclusion status of all its
10 providers, as well as any person with an ownership or control interest, or who is an
11 agent or managing employee of the contracted agency through routine checks of federal
12 and state databases. This includes the Social Security Administration's Death Master
13 File, NPPEs, the Office of Inspector General's LEIE, the Medi-Cal Suspended and
14 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §
15 455.436.

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

21 **Article 13**

22 **Inspections, Audits, and Public Records**

23 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and
24 the County may examine at any time during business hours and as often as the County deems
25 necessary, all of the Contractor's records and data with respect to the matters covered by this
26 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
27 request by the County, permit the County to audit and inspect all of such records and data to
28 ensure the Contractor's compliance with the terms of this Agreement.

1 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), the Contractor is subject
3 to the examination and audit of the California State Auditor, as provided in Government Code
4 section 8546.7, for a period of three years after final payment under this Agreement. This
5 section survives the termination of this Agreement.

6 13.3 **Internal Auditing.** Contractors of sufficient size as determined by County shall
7 institute and conduct a Quality Assurance Process for all services provided hereunder. Said
8 process shall include at a minimum a system for verifying that all services provided and claimed
9 for reimbursement shall meet SMHS definitions and be documented accurately.

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

15 13.4 **Confidentiality in Audit Process.** Contractor and County mutually agree to
16 maintain the confidentiality of Contractor's records and information of persons served, in
17 compliance with all applicable State and Federal statutes and regulations, including but not
18 limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall
19 inform all of its officers, employees, and agents of the confidentiality provisions of all applicable
20 statutes.

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

24 Contractor's records shall be maintained as required by County's DBH and DHCS on
25 forms furnished by DHCS or the County. All statistical data or information requested by the
26 County's DBH Director or designee shall be provided by the Contractor in a complete and timely
27 manner.
28

1 13.5 **Reasons for Recoupment.** County will conduct periodic audits of Contractor files to
2 ensure appropriate clinical documentation, high quality service provision and compliance with
3 applicable federal, state and county regulations.

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

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

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

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

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

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

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

22 13.6 **Cooperation with Audits.** Contractor shall cooperate with County in any review
23 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This
24 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

25 In addition, Contractor shall comply with all requests for any documentation or files
26 including, but not limited to, files for persons served.

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

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

9 **13.7 Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand and
10 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, Contractor
11 agrees to conduct an annual audit in accordance with the requirements of the Single Audit
12 Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. Contractor shall
13 submit said audit and management letter to County. The audit must include a statement of
14 findings or a statement that there were no findings. If there were negative findings, Contractor
15 must include a corrective action plan signed by an authorized individual. Contractor agrees to
16 take action to correct any material non-compliance or weakness found as a result of such audit.
17 Such audit shall be delivered to County's DBH Finance Division for review within nine (9)
18 months of the end of any fiscal year in which funds were expended and/or received for the
19 program. Failure to perform the requisite audit functions as required by this Agreement may
20 result in County performing the necessary audit tasks, or at County's option, contracting with a
21 public accountant to perform said audit, or may result in the inability of County to enter into
22 future agreements with Contractor. All audit costs related to this Agreement are the sole
23 responsibility of Contractor.

24 A single audit report is not applicable if Contractor's Federal contracts do not exceed the
25 Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or Contractor's
26 only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a program audit
27 must be performed and a program audit report with management letter shall be submitted by
28 Contractor to County as a minimum requirement to attest to Contractor solvency. Said audit

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

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

14 **13.8 Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Contractor may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Contractor may provide to the County may include but is not limited to the following:

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

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

25 (C) This Agreement, and any record or data that the Contractor may provide to the
26 County, is subject to public disclosure under the Ralph M. Brown Act (California
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
28

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

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

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

13 **13.9 Public Records Act Requests.** If the County receives a written or oral request
14 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
15 and which the County has a right, under any provision of this Agreement or applicable law, to
16 possess or control, then the County may demand, in writing, that the Contractor deliver to the
17 County, for purposes of public disclosure, the requested records that may be in the possession
18 or control of the Contractor. Within five business days after the County's demand, the
19 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
20 possession or control, together with a written statement that the Contractor, after conducting a
21 diligent search, has produced all requested records that are in the Contractor's possession or
22 control, or (b) provide to the County a written statement that the Contractor, after conducting a
23 diligent search, does not possess or control any of the requested records. The Contractor shall
24 cooperate with the County with respect to any County demand for such records. If the
25 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
26 CPRA or other applicable law, it must deliver the record or data to the County and assert the
27 exemption by citation to specific legal authority within the written statement that it provides to
28 the County under this section. The Contractor's assertion of any exemption from disclosure is

1 not binding on the County, but the County will give at least 10 days' advance written notice to
2 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
3 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
4 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
5 failure to produce any such records, or failure to cooperate with the County with respect to any
6 County demand for any such records.

7 **Article 14**

8 **Right to Monitor**

9 14.1 **Right to Monitor.** County or any subdivision or appointee thereof, and the State of
10 California or any subdivision or appointee thereof, including the Auditor General, shall have
11 absolute right to review and audit all records, books, papers, documents, corporate minutes,
12 financial records, staff information, records of persons served, other pertinent items as
13 requested, and shall have absolute right to monitor the performance of Contractor in the delivery
14 of services provided under this Agreement. Full cooperation shall be given by the Contractor in
15 any auditing or monitoring conducted, according to this agreement.

16 14.2 **Accessibility.** Contractor shall make all of its premises, physical facilities,
17 equipment, books, records, documents, agreements, computers, or other electronic systems
18 pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished
19 under the terms of this Agreement, or determinations of amounts payable available at any time
20 for inspection, examination, or copying by County, the State of California or any subdivision or
21 appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of
22 Inspector General, the United States Controller General or their designees, and other
23 authorized federal and state agencies. This audit right will exist for at least ten years from the
24 final date of the Agreement period or in the event the Contractor has been notified that an audit
25 or investigation of this Agreement has commenced, until such time as the matter under audit or
26 investigation has been resolved, including the exhaustion of all legal remedies, whichever is
27 later (42 CFR §438.230(c)(3)(I)-(ii)).
28

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

5 14.3 **Cooperation.** Contractor shall cooperate with County in the implementation,
6 monitoring and evaluation of this Agreement and comply with any and all reporting requirements
7 established by County. Should County identify an issue or receive notification of a complaint or
8 potential/actual/suspected violation of requirements, County may audit, monitor, and/or request
9 information from Contractor to ensure compliance with laws, regulations, and requirements, as
10 applicable.

11 14.4 **Probationary Status.** County reserves the right to place Contractor on probationary
12 status, as referenced in the Probationary Status Article, should Contractor fail to meet
13 performance requirements; including, but not limited to violations such as high disallowance
14 rates, failure to report incidents and changes as contractually required, failure to correct issues,
15 inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes
16 expectations, and violations issued directly from the State. Additionally, Contractor may be
17 subject to Probationary Status or termination if agreement monitoring and auditing corrective
18 actions are not resolved within specified timeframes.

19 14.5 **Record Retention.** Contractor shall retain all records and documents originated or
20 prepared pursuant to Contractor's performance under this Agreement, including grievance and
21 appeal records, and the data, information and documentation specified in 42 C.F.R. parts
22 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the
23 term end date of this Agreement or until such time as the matter under audit or investigation has
24 been resolved. Records and documents include but are not limited to all physical and electronic
25 records and documents originated or prepared pursuant to Contractor's or subcontractor's
26 performance under this Agreement including working papers, reports, financial records and
27 documents of account, records of persons served, prescription files, subcontracts, and any
28

1 other documentation pertaining to covered services and other related services for persons
2 served.

3 **14.6 Record Maintenance.** Contractor shall maintain all records and management books
4 pertaining to service delivery and demonstrate accountability for agreement performance and
5 maintain all fiscal, statistical, and management books and records pertaining to the program.
6 Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and
7 other primary source documents. Fiscal records shall be kept in accordance with Generally
8 Accepted Accounting Principles and must account for all funds, tangible assets, revenue and
9 expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR),
10 Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles,
11 and Audit Requirements for Federal Awards.

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

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

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

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

23 **14.7 Financial Reports.** Contractor shall submit audited financial reports on an annual
24 basis to the County. The audit shall be conducted in accordance with Generally Accepted
25 Accounting Principles and generally accepted auditing standards.

26 **14.8 Agreement Termination.** In the event the Agreement is terminated, ends its
27 designated term or Contractor ceases operation of its business, Contractor shall deliver or make
28 available to County all financial records that may have been accumulated by Contractor or

1 representative to file a Discrimination Grievance with the Mental Health Plan before filing the
2 complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services
3 Office for Civil Rights.

4 15.2 **Rights of Persons Served.** Contractor shall post signs informing persons served of
5 their right to file a complaint or grievance, appeals, and expedited appeals. In addition,
6 Contractor shall inform every person served of their rights as set forth in Exhibit L.

7 15.3 **Incident Reporting.** Contractor shall file an incident report for all incidents involving
8 persons served, following the protocol identified in Exhibit M.

9 **Article 16**

10 **Property of County**

11 16.1 **Applicability.** Article 16 shall only apply to the program components and services
12 provided under operational costs.

13 16.2 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and
14 intangible property obtained or controlled under County for use in operational capacity and will
15 benefit County for a period more than one (1) year.

16 16.3 **Agreement Assets.** Assets shall be tracked on an agreement by agreement basis.
17 All of these assets shall fall into the "Equipment" category unless funding source allows for
18 additional types of assets. At a minimum, the following types of items are considered to be
19 assets:

20 (A) Computers (desktops and laptops)

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

22 (C) Modular furniture

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

24 (1) Televisions

25 (2) Washers/Dryers

26 (3) Printers

27 (4) Digital Cameras

28 (5) Other equipment/furniture

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

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

4 All items containing HIPAA data are considered sensitive.

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

7 (A) Description of the asset;

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

9 (C) The acquisition date;

10 (D) The quantity of the asset;

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

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

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

14 (H) The disposition date, and

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

16 All Contract assets shall be returned to the Department at the end of the agreement
17 period.

18 16.4 **Retention and Maintenance.** Assets shall be retained by County, as County
19 property, in the event this Agreement is terminated or upon expiration of this Agreement.
20 Contractor agrees to participate in an annual inventory of all County fixed and inventoried
21 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present
22 when fixed and inventoried assets are returned to County possession. Contractor is responsible
23 for returning to County all County owned undepreciated fixed and inventoried assets, or the
24 monetary value of said assets if unable to produce the assets at the expiration or termination of
25 this Agreement. Contractor further agrees to the following:

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

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

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

8 **16.5 Equipment Purchase.** The purchase of any equipment by Contractor with funds
9 provided hereunder shall require the prior written approval of County's DBH Director or
10 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly
11 related to Contractor's services or activity under the terms of this Agreement. County may
12 refuse reimbursement for any costs resulting from equipment purchased, which are incurred by
13 Contractor, if prior written approval has not been obtained from County.

14 **16.6 Modification.** Contractor must obtain prior written approval from County's DBH
15 whenever there is any modification or change in the use of any property acquired or improved,
16 in whole or in part, using funds under this Agreement. If any real or personal property acquired
17 or improved with said funds identified herein is sold and/or is utilized by Contractor for a use
18 which does not qualify under this Agreement, Contractor shall reimburse County in an amount
19 equal to the current fair market value of the property, less any portion thereof attributable to
20 expenditures of funds not provided under this Agreement. These requirements shall continue in
21 effect for the life of the property. In the event this Agreement expires, the requirements for this
22 Article shall remain in effect for activities or property funded with said funds, unless action is
23 taken by the State government to relieve County of these obligations.

24 **Article 17**

25 **Compliance**

26 **17.1 Compliance.** Contractor agrees to comply with County's Contractor Code of
27 Conduct and Ethics and the County's Compliance Program in accordance with Exhibit N.
28 Within thirty (30) days of entering into this Agreement with County, Contractor shall ensure all of

1 Contractor's employees, agents, and subcontractors providing services under this Agreement
2 certify in writing, that he or she has received, read, understood, and shall abide by the
3 Contractor Code of Conduct and Ethics. Contractor shall ensure that within thirty (30) days of
4 hire, all new employees, agents, and subcontractors providing services under this Agreement
5 shall certify in writing that he or she has received, read, understood, and shall abide by the
6 Contractor Code of Conduct and Ethics. Contractor understands that the promotion of and
7 adherence to the Contractor Code of Conduct is an element in evaluating the performance of
8 Contractor and its employees, agents, and subcontractors.

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

20 **17.2 Compliance with State Medi-Cal Requirements.** Contractor shall be required to
21 maintain Mental Health Plan organizational provider certification by Fresno County. Contractor
22 must meet Medi-Cal organization provider standards as listed in Exhibit O, "Medi-Cal
23 Organizational Provider Standards", attached hereto and by this reference incorporated herein
24 and made part of this Agreement. It is acknowledged that all references to Organizational
25 Provider and/or Provider in Exhibit O shall refer to Contractor.

26 **17.3 Medi-Cal Certification and Mental Health Plan Compliance.** Contractor will
27 establish and maintain Medi-Cal certification or become certified within ninety (90) days of the
28 effective date of this Agreement through County to provide reimbursable services to Medi-Cal

1 eligible persons served. In addition, Contractor shall work with the County's DBH to execute the
2 process if not currently certified by County for credentialing of staff. During this process, the
3 Contractor will obtain a legal entity number established by the DHCS, a requirement for
4 maintaining Mental Health Plan organizational provider status throughout the term of this
5 Agreement. Contractor will be required to become Medi-Cal certified prior to providing services
6 to Medi-Cal eligible persons served and seeking reimbursement from the County. Contractor will
7 not be reimbursed by County for any services rendered prior to certification.

8 Contractor shall provide direct specialty mental health services in accordance with the
9 Mental Health Plan. Contractor must comply with the "Fresno County Mental Health Plan
10 Compliance Program and Code of Conduct" set forth in Exhibit N.

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

20 **17.4 Network Adequacy.** The Contractor shall ensure that all services covered under this
21 Agreement are available and accessible to persons served in a timely manner and in
22 accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206
23 (a), (c)).

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

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

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

4 **17.5 Compliance Program, Including Fraud Prevention and Overpayments.**

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

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

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

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

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

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

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

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

1 (H) The requirement for prompt reporting and repayment of any overpayments
2 identified.

3 17.6 **Reporting.** Contractor must have administrative and management arrangements or
4 procedures designed to detect and prevent fraud, waste and abuse of federal or state health
5 care funding. Contractor must report fraud and abuse information to the County including but
6 not limited to:

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

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

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

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

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

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

21 17.7 **Overpayments.** County may suspend payments to Contractor if DHCS or County
22 determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42
23 C.F.R. §438.608 (a)(8)).

24 Contractor shall report to County all identified overpayments and reason for the
25 overpayment, including overpayments due to potential fraud. Contractor shall return any
26 overpayments to the County within sixty (60) calendar days after the date on which the
27 overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).
28

1 **Article 18**

2 **Federal and State Laws**

3 18.1 **Health Insurance Portability and Accountability Act.** County and Contractor each
4 consider and represent themselves as covered entities as defined by the U.S. Health Insurance
5 Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and
6 disclose Protected Health Information (PHI) as required by law.

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

9 County and Contractor intend to protect the privacy and provide for the security of PHI
10 pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for
11 Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated
12 thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and
13 other applicable laws.

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

18 18.2 **Physical Accessibility.** In accordance with the accessibility requirements of section
19 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must
20 provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal
21 beneficiaries with physical or mental disabilities.

22 **Article 19**

23 **Data Security**

24 19.1 **Data Security Requirements.** Contractor shall comply with data security
25 requirements in Exhibit P to this Agreement.

26
27 **Article 20**

28 **Publicity Prohibition**

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

4 22.2 **Duty to Disclose.** Contractor must disclose the following information as requested in
5 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,
6 Exhibit R:

7 (A) Disclosure of Five Percent (5%) or More Ownership Interest:

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

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

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

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

23 (B) Disclosures Related to Business Transactions:

24 (1) The ownership of any subcontractor with whom Contractor has had business
25 transactions totaling more than Twenty-Five Thousand and No/100 Dollars
26 (\$25,000.00) during the twelve (12)-month period ending on the date of the request.

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

(C) Disclosures Related to Persons Convicted of Crimes:

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

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 Contractor 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 ten (10) years.

7 22.3 Contractor must provide disclosure upon execution of Contract, extension for
8 renewal, and within thirty-five (35) days after any change in Contractor ownership or upon
9 request of County. County may refuse to enter into an agreement or terminate an existing
10 agreement with Contractor if Contractor fails to disclose ownership and control interest
11 information, information related to business transactions and information on persons convicted
12 of crimes, or if Contractor did not fully and accurately make the disclosure as required.

13 22.4 Contractor must provide the County with written disclosure of any prohibited
14 affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers
15 or have other relationships with providers Excluded from participation in Federal Health Care
16 Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R.
17 §438.610.

18 22.5 **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 Contractor has been convicted of a criminal offense related to that person's involvement with
22 the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate
23 this Agreement where any person with five (5) percent or greater direct or indirect ownership
24 interest in the Contractor did not submit timely and accurate information and cooperate with any
25 screening method required in CFR, Title 42, Section 455.416

26 **Article 23**

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

1 23.1 **Applicability.** Contractor 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 “Contractor”):

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

22 Contractor must sign a “Certification Regarding Debarment, Suspension, and Other
23 Responsible Matters – Primary Covered Transactions” in the form set forth in Exhibit S attached
24 hereto and by this reference incorporated herein. Additionally, Contractor must immediately
25 advise the County in writing if, during the term of the Agreement: (1) Contractor 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 Contractor.

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

4 **Article 24**

5 **Cultural and Linguistic Competency**

6 24.1 **General.** All services, policies and procedures must be culturally and linguistically
7 appropriate. Contractor 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. Contractor 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 24.2 **Policies and Procedures.** Contractor shall comply with requirements of policies and
15 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. Contractor's policies
19 and procedures shall ensure compliance of any subcontracted providers with these
20 requirements.

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

1 **24.4 Interpreter Qualifications.** Contractor 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 Contractor; (2) have demonstrated proficiency in the
5 beneficiary's language; (3) can effectively communicate any specialized terms and concepts
6 specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic
7 principles. As requested by County, Contractor 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 Contractor last monitored the interpreter for language competence.

10 **24.5 CLAS Standards.** Contractor shall submit to County for approval, within ninety (90)
11 days from date of contract execution, Contractor'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 T "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, Contractor's plan must be
16 updated accordingly. As requested by County, Contractor shall be responsible for conducting an
17 annual CLAS self-assessment and providing the results of the self-assessment to the County.
18 The annual CLAS self-assessment instruments shall be reviewed by the County and revised as
19 necessary to meet the approval of the County.

20 **24.6 Training Requirements.** Cultural competency training for Contractor staff should be
21 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, Contractor 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 **24.7 Continuing Cultural Competence.** Contractor shall create and sustain a forum that
27 includes staff at all agency levels to discuss cultural competence. Contractor shall designate a
28

1 representative from Contractor's team to attend County's Diversity, Equity and Inclusion
2 Committee.

3 **Article 25**

4 **General Terms**

5 25.1 **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 Contractor 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 Contractor, 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 Contractor
13 through an amendment approved by County's County Counsel and the County's Auditor-
14 Controller/Treasurer-Tax Collector's Office. Said modifications shall not result in any
15 change to the maximum compensation amount payable to Contractor, as stated herein.

16 (B) In addition, changes to line items and expense category subtotals, as set forth in
17 Exhibit J-1 and Exhibit J-2, that when added together during the term of the agreement
18 do not exceed ten percent (10%) of the maximum compensation payable to Contractor,
19 may be made with the written approval of Contractor and County's DBH Director or
20 designee. Changes to rates on Exhibit J that do not exceed three percent (3%) of the
21 approved rate, or that are needed to accommodate state-mandated rate increases, may
22 be made with the written approval of the DBH Director or designee. These rate changes
23 may not add or alter any other terms or conditions of the Agreement. Said modifications
24 shall not result in any change to the maximum compensation amount payable to
25 Contractor, as stated herein.

26 25.2 **Consistent Federal Income Tax Position.** Contractor acknowledges that the
27 County's adult jail facilities been acquired or improved (and is situated on land that has been
28 acquired) using net proceeds of governmental tax-exempt bonds ("Bond-Financed Facility").

1 Contractor agrees that, with respect to this Agreement and the Bond-Financed Facility,
2 Contractor is not entitled to take, and shall not take, any position (also known as a “tax position”)
3 with the Internal Revenue Service that is inconsistent with being a “service provider” to the
4 County, as a “qualified user” with respect to the Bond-Financed Facility, as “managed property,”
5 as all of those terms are used in Internal Revenue Service Revenue Procedure 2016-44 and
6 2017-13, as applicable, and to that end, for example, and not as a limitation, Contractor agrees
7 that Contractor shall not, in connection with any federal income tax return that they file with the
8 Internal Revenue Service or any other statement or information that it provides to the Internal
9 Revenue Service, (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed
10 Facility, or (b) claim any depreciation or amortization (as referenced in Internal Revenue Service
11 Revenue Procedure 2016-44) or amortization deduction (as referenced in Internal Revenue
12 Service Revenue Procedure 2017-13), investment tax credit, or deduction for any payment as
13 rent with respect to the Bond-Financed Facility.

14 **25.3 Non-Possession.** This Agreement does not grant to Contractor any right to control
15 or exclusively possess all or any portion of any County facility and at any time authorized
16 County staff may enter County facilities where Contractor is providing services.

17 **25.4 Non-Assignment.** Neither party may assign its rights or delegate its obligations
18 under this Agreement without the prior written consent of the other party.

19 **25.5 Governing Law.** The laws of the State of California govern all matters arising from
20 or related to this Agreement.

21 **25.6 Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
22 County, California. Contractor consents to California jurisdiction for actions arising from or
23 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
24 brought and maintained in Fresno County.

25 **25.7 Construction.** The final form of this Agreement is the result of the parties’ combined
26 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
27 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
28 against either party.

1 25.8 **Days.** Unless otherwise specified, “days” means calendar days.

2 25.9 **Headings.** The headings and section titles in this Agreement are for convenience
3 only and are not part of this Agreement.

4 25.10 **Severability.** If anything in this Agreement is found by a court of competent
5 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
6 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
7 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
8 intent.

9 25.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
10 not unlawfully discriminate against any employee or applicant for employment, or recipient of
11 services, because of race, religious creed, color, national origin, ancestry, physical disability,
12 mental disability, medical condition, genetic information, marital status, sex, gender, gender
13 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
14 all applicable State of California and federal statutes and regulation.

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

21 25.12 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
22 of the Contractor under this Agreement on any one or more occasions is not a waiver of
23 performance of any continuing or other obligation of the Contractor and does not prohibit
24 enforcement by the County of any obligation on any other occasion.

25 25.13 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
26 between the Contractor and the County with respect to the subject matter of this Agreement,
27 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
28 publications, and understandings of any nature unless those things are expressly included in

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

5 **25.14 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
6 create any rights or obligations for any person or entity except for the parties.

7 **25.15 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

13 **25.16 Electronic Signatures.** The parties agree that this Agreement may be executed by
14 electronic signature as provided in this section.

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

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

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

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

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

8 25.17 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
9 original, and all of which together constitute this Agreement.

10 [SIGNATURE PAGE FOLLOWS]

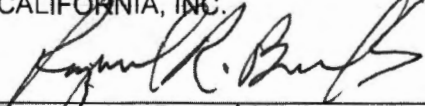
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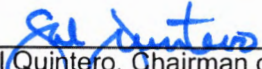
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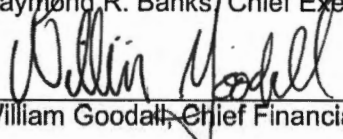
The parties are signing this Agreement on the date stated in the introductory clause.

TURNING POINT OF CENTRAL CALIFORNIA, INC.

COUNTY OF FRESNO



Raymond R. Banks, Chief Executive Officer


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


William Goodall, Chief Financial Officer

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

615 S. Atwood St.
Visalia, CA 93277

By: 
Deputy

For accounting use only:

Org No.: 56302081 (DMC); 56302070 (AB109 OP/FSP/ACT); 56304784 (MHSA OP); 56304525 (MHSA FSP/ACT); 56302362 (WPCL); 56302361 (DSH)
Account No.: 7295/0
Fund No.: 0001
Subclass No.: 10000

Exhibit A

FORENSIC BEHAVIORAL HEALTH – CONTINUUM OF CARE

SCOPE OF WORK

CONTRACTOR: Turning Point of Central California, Inc. (Turning Point)

LOCATION OF SERVICES: 3636 N. First Street, Suite 135

I. **BACKGROUND**

The 2011 Public Safety Realignment contained in AB 109 specifies local responsibilities for managing certain adult offenders. The intent of realignment is to allow maximum local flexibility within the statutory framework for the adult population transfers set forth in AB 109. The authors of this bill have identified several community interventions to assist this population lead a productive crime-free life. It is recognized that a number of these people would benefit from mental health and/or substance use disorder treatment and support services.

Under Assembly Bill (AB) 1810 on June 27, 2018, pre-trial jail diversion is defined as the “postponement of prosecution, either temporarily or permanently, at any point in the judicial process from the point at which the accused is charged until adjudication, to allow the defendant to undergo mental health treatment.” Essentially, pre-trial jail diversion will allow mental health services treatment in lieu of trial and sentencing by a jury or judge for those who have been deemed to have a mental health illness, which significantly contributed to the act of the crime.

Senate Bill (SB) 317 authorized the ability for the court to suspend proceedings and grant diversion to individuals charged with misdemeanors who have been found incompetent to stand trial. Currently individuals that are found incompetent to stand trial are either referred to an out of county inpatient facility for restoration services or a Full-Service Partnership (FSP) within the DBH system of care for mental health services. With the passing of SB 317, IST individuals are more likely to be diverted to community based supports for both mental health and restoration services.

The Forensic Behavioral Health Continuum of Care (FBH-COC) will be comprised of an evidence-based, 2-tiered, outpatient, mental health and co-occurring SUD treatment and support services program specifically tailored to meet the unique needs of the target population. The benefit to the 2-tiered system will be the flexibility to move the individuals seamlessly from one level of care to another level of care based on clinical need – all under the same program.

The FBH-COC will include the following levels of care: Assertive Community Treatment (ACT), Full-Service Partnership (FSP), and Outpatient (OP).

Contractor shall include, at a minimum, the following services in all levels of care:

- Mental health treatment
- Substance use disorder treatment
- Medication support
- Case management
- Crisis intervention
- Housing support
- Peer support
- Criminal justice support

Exhibit A

- Educational and vocational services
- Rehabilitative services
- Transportation services
- Assistance with child services
- Medi-Cal enrollment
- SSI or SSDI enrollment
- Anger management
- Faith-based support
- Food support
- Outreach and engagement

The FBH-COC is new program and involves many partners. Processes are being developed and are expected to change to improve service delivery. Contractor shall be flexible and is welcomed to propose improvements and communicate concerns to County's Department of Behavioral Health (DBH).

II. TARGET POPULATION

The program is designed to provide services to adults and older adults with criminogenic needs, including but not limited to individuals who qualify for AB 109 services, AB 1810 services, and those who have been declared Incompetent to Stand Trial (IST). The target population will include those who may have little to no criminogenic risk factors.. This proposal is intended to detail costs and services provided to 100 FSP/ACT persons served at any given time. The program will serve, at any given time, 20% at Tier I (ACT) and 80% at Tier II (FSP). The program will provide a range of services that will be tailored to each individual's needs for service type, intensity and duration. The SAMHSA Risk-Needs-Responsivity (RNR) model identifies that this target population needs specialized treatment approaches that are dependent upon the needs/risk of each individual – both psychiatric and criminogenic. Persons served will therefore be assigned to one of three primary levels of care upon completion of the intake/assessment: ACT, FSP and OP. Within each level are additional sub-levels that specifically focus treatment on the achievement of competencies and milestones that form the building blocks to ensure that the individual gradually builds and maintains earned progress in treatment. In this way, treatment is continually meeting the individual where they are, and providing the necessary scaffolding to help them improve functioning and life satisfaction. It is expected that the majority of persons served will be at the OP level of care.

III. LOCATION OF SERVICES

The program will be located in a safe, welcoming office setting, close to community resources and public transportation. Transportation will be provided by staff through the use of agency vehicles and individuals will be taught how to use public transportation and provided bus passes or tokens when appropriate, to further reduce barriers while providing them with a level of assistance that matches their functional ability. The offices are located at 3636 N. First Street, Suites 162 & 135, Fresno, CA 93726. The Contractor has housed multiple programs at this facility for several years, individuals have consistently affirmed that this location is easily accessible. Additionally, the majority of services are expected to be provided in the field, literally meeting the individuals where they are in the community.

Exhibit A

Both suites are located in the same building complex, and both are currently site certified by the FCMHP to provide specialty mental health services to the AB109 FSP and OP populations. The ACT/FSP services are expected to be served in suite 162, and the OP services are to be provided in suite 135. The majority of services, however, are expected to be provided in the field, at locations that are most convenient for individuals. Telehealth services will be offered if preferred by the person served, or if there is a public health order to discontinue face to face services.

IV. HOURS OF OPERATION

The ACT, FSP and OP programs maintain office hours of operation Monday through Friday from 8:00 a.m. to 5:00 p.m. Each individual will have a single point of responsibility through a Mental Health Specialist (MHS). The caseload of each MHS will be low enough to ensure their availability to the individual and family is appropriate to their service needs; they are able to provide intensive services and supports when needed, and they can give the individual and/or family member considerable personal attention. Other members of the team the individual and/or family members will have access to will include a program psychiatrist, a nurse, social workers and marriage and family therapists, and peer supports.

The ACT/FSP and OP programs also have 24/7 crisis availability. A trained staff member is prepared to respond to all crisis situations through rotating scheduled staff of the day (like officer of the day) during normal work hours and on-call coverage for after-hours. All on-call staff are mental health professionals and management staff. Updates on person served are readily updated to these staff members and they have full access to the HER to reference Plan of Care and recent intervention/medication support. These staff carry a cell phone and remain within 25 miles of the city to be able to respond to situations within one hour. Telephone interventions are utilized when sufficient to the purpose; however, staff provide face-to-face services to the extent necessary to ensure individual safety and resolve the crisis. Emergency housing is available, and staff are trained to access crisis services if needed. Staff are trained that use of crisis services should be avoided if safely preventable, as the goals of the program are to reduce/eliminate use of these services. Staff coordinate care with crisis service workers and residential program staff and seek to return persons served to supported independence as quickly as is appropriate. Services include the ability of the MHS, or other team members known to the individual or family to respond to persons served and family members 24 hours a day, seven days a week. This level of accessibility for the individual and/or family helps to reduce and prevent negative outcomes for persons served including unnecessary hospitalizations, incarcerations, or evictions.

V. DESCRIPTION OF SERVICES

The intended benefit of creating a program such as the FBH-COC with multiple tiers and levels of care is for maximum flexibility to move individuals seamlessly between levels, as clinically indicated. Most of the persons served will need ongoing, long-term treatment and support. The Contractor shall provide a level of service and support that will reflect each participant's unique and individual needs.

1. Behavioral Health

- A. Contractor shall provide "core" services to all individuals in the program. Services will include are but are not limited to the following:
 - i. Engagement;

Exhibit A

- ii. Transportation Services;
- iii. Personal Needs (food, clothing, hygiene, etc.);
- iv. Social Activities;
- v. Access/linkage to Medical/doctor/Primary Care Physician (PCP);
- vi. Housing;
- vii. Life Skills Classes;
- viii. Ancillary Services;
- ix. Peer Support Services;
- x. Crisis Intervention Services;
- xi. Securing Legal Documents;
- xii. Entitlements/Benefits;
- xiii. Legal Assistance;
- xiv. Educational/Employment Support.

B. Contractor shall provide the following clinical services:

- i. Treatment Plan/Plan of Care;
- ii. Assessment;
- iii. Reaching Recovery Tools;
- iv. Pediatric Symptom Checklist (PSC) 35 and the Child and Adolescent Needs and Strengths (CANS) assessment;
- v. Individual Therapy;
- vi. Group Therapy;
- vii. Case Management;
- viii. Consultation;
- ix. Collateral;
- x. Breath/Saliva Testing;
- xi. Individual & Group SUD services;
- xii. Linkage to intensive Outpatient SUD services;
- xiii. Linkage to Withdrawal Management;
- xiv. Linkage to In-Patient Residential Services;
- xv. Linkage to Recovery Residence;
- xvi. Changing Offender Behavior (COB) Curriculum;
- xvii. Hospitalization/Post Hospitalization Support,
- xviii. Post Incarceration Support;
- xix. Homelessness Support.

C. Contractor will ensure that all services:

- i. Be values-driven, strengths based, individual-driven, and co-occurring capable;
- ii. Be culturally and linguistically competent;
- iii. Be age, culture, gender, and language appropriate;
- iv. Include accommodations for individuals with physical disability(ies);
- v. Include close and constant communication and collaboration between Contractor , the criminal justice system (including the Courts, Public Defender and Probation);
- vi. Include evidence-based practices (EBPs) appropriate for the target population.

D. Methods for service coordination and communication between program and other service providers shall be developed and implemented consistent with Fresno County Mental Health Plan (MHP) confidentiality rules.

Exhibit A

- E. Contractor shall maintain up to date caseload record of all individuals enrolled in services, and provide individual, programmatic, and other demographic information to DBH.
 - F. Contractor shall utilize the SAMHSA Risk-Needs-Responsivity (RNR) model to inform and determine level of intensity of Contractor supervision and the specific interventions that will be applied based on each individual's level of risk, criminogenic needs and capacity to respond effectively.
 - G. Contractor shall ensure billable specialty mental health services meet any/all County, State, Federal regulations including any utilization review and quality assurance standards, and provide all pertinent and appropriate information in a timely manner to DBH to bill Medi-Cal services rendered.
2. **Levels of Treatment**
- A. **“Tier 1” – Assertive Community Treatment (ACT)**
 - i. Many of the individuals will be released from jail and enter the FBH-COC at this level of care. Individuals eligible for this level of intervention may have been provided services at the level of in-patient psychiatric hospitalization however, due to diversion, will instead require a high-intensity, wrap-around services in the community. The ACT Evidence-Based Practice (EBP) is an individual-focused, community-based, time-unlimited model of delivering comprehensive and effective services to individuals such as this, who have needs not well met by traditional approaches to delivering services. Their needs are often complex with disorders that are often under-managed and further complicated by varying degrees of involvement with the criminal justice system. For the individuals with the greatest need, who are admitted to the FBH-COC at the ACT level of care, Contractor is committed to offering those individuals treatment that is consistent with the full fidelity ACT model.
 - ii. Contractor shall ensure the following minimum staffing levels:
 - a. 10 individuals/clinician or fewer: The ACT team will maintain a low consumer to staff ratio in the range of 10:1 in order to ensure adequate intensity and individualization of services
 - b. 90% or more individuals have face-to-face contact with more than staff member in 2 weeks: The entire team shares responsibility for each individual; each clinician contributes expertise as appropriate. The team approach ensures continuity of care for individuals, and creates a supportive organizational environment for practitioners.
 - c. ACT Team will meet at least 4 days/week and reviews each individual each time, even if only briefly: Daily team meetings allow ACT practitioners to discuss individuals, solve problems, and plan treatment and rehabilitation efforts, ensuring all individuals receive optimal service.
 - d. Supervisor provides services at least 50% of the time: Research has shown this factor was among the five most strongly related to better outcomes. Team leaders who also have direct clinical contact are better able to model appropriate clinical interventions and remain in touch with the individual served by the team.
 - e. Less than 20% turnover in 2 years: Whenever possible, the Contractor will strive to maintain a consistent staffing team to enhance team cohesion;

Exhibit A

- additionally, consistent staffing enhances the therapeutic relationships between individuals and providers.
- f. ACT Team will operate at 95% or more of full staffing over each 12 month period: Whenever possible, we strive to maintain consistent, multidisciplinary services with minimal position vacancies.
 - g. A psychiatric prescriber is assigned directly to the ACT Team: The psychiatrist/psychiatric prescriber serves as medical director for the team; in addition to medication monitoring, the psychiatrist/psychiatric prescriber functions as a fully integrated team member, participating in treatment planning and rehabilitation efforts.
 - h. Two full-time nurses or more are members for the ACT Team: The full-time nursing staff has been found to be a critical ingredient in successful ACT Teams. The nurses function as full members of the team, which includes conducting home visits, treatment planning, and daily team meetings. Nurses can help monitor needed medications and serve to educate the team about important medication issues.
 - i. Staff with Substance Use Disorder (SUD) training or supervised SUD experience: Concurrent substance use disorders are common in persons with severe mental illness. Appropriate assessment and intervention strategies are critical.
 - j. Two FTEs or more with 1 year educational/employment rehabilitation training or supervised VR experience: ACT teams emphasize skill development and support in natural settings. Fully integrated ACT teams include vocational services that enable individuals to find and keep jobs in integrated work settings.
 - k. ACT Team will maintain appropriate staff-to-individual ratio: The ACT team provides an integrated approach to mental health services, through which the range of treatment issues are addressed from a variety of perspectives; it is critical to maintain adequate staff size and disciplinary background in order to provide comprehensive, individualized service and adequate access/coverage to each individual.
- iii. Contractor shall ensure that its ACT Team:
- a. Actively recruits a defined population and all cases comply with explicit admission criteria. ACT is best suited to individuals who do not effectively use less intensive mental health services.
 - b. Provides 24-hour coverage: An immediate response can help minimize distress when persons with severe mental illness are faced with crisis. When the ACT team provides crisis intervention, continuity of care is maintained. Non-crisis services are available after hours as appropriate.
 - c. Will be involved in 95% or more hospital admissions. More appropriate use of psychiatric hospitalization occurs, and continuity of care is maintained, when the ACT Team is involved with psychiatric hospitalizations.
 - d. Is jointly involved in the planning of 95% or more of hospital discharges of individuals served. Ongoing participation of the ACT Team during an individual's hospitalization and discharge planning allows the team to help maintain community supports (e.g., housing), and continuity of service.
 - e. Serves individuals on a time-unlimited basis, with fewer than 5% graduating annually: Individuals often regress when they are terminated from short-term ACT Teams. Time-unlimited services encourage the development of stable, ongoing therapeutic relationships.

Exhibit A

- f. Provides 80% or more of total face-to-face contacts in the community: Contacts in natural settings (i.e., where individuals live, work, and interact with other people) are thought to be more effective than when they occur in hospital or office settings, as skills may not transfer well to natural settings. Furthermore, more accurate assessment of the person served can occur in his or her community setting because the clinician can make direct observations rather than relying on self-report. Medication delivery, crisis intervention, and networking are more easily accomplished through home visits.
- g. Retains 95% or more of caseload over a 12-month period: Outreach efforts, both initially and after an individual is enrolled on an ACT team, help build relationships and ensure individuals receive ongoing services.
- h. Will demonstrate consistently well-thought-out strategies and use street outreach and legal mechanisms whenever appropriate: Individuals are not immediately discharged from the ACT Team due to failure to keep appointments. Retention of persons served is a high priority for ACT teams. Persistent, caring attempts to engage individuals in treatment helps foster a trusting relationship between the person served and the ACT team. Assertive outreach is considered a critical feature of the ACT team.
- i. Provides an average of 2 hours/week or more of face-to-face contact per individual: In order to help individuals with severe and persistent symptoms maintain and improve their function within the community, high service intensity is often required.
- j. Provides an average of 4 or more face-to-face contacts per week per individual: ACT Teams are highly invested in their individuals, and maintain frequent contact in order to provide ongoing, responsive support as needed. Frequent contacts are associated with improved outcomes.
- k. Provides four or more contacts per month per individual with support system in the community: Developing and maintaining community support further enhances individual's integration and functioning.
- l. Provides individuals with substance use disorders spend, on average, 24 minutes/week or more in formal substance abuse treatment (as determined by medical necessity): substance use disorders often occur concurrently in persons with SMI; these co-occurring disorders require treatment that directly addresses them.
- m. Encourages 50% or more of the individuals with substance use disorders attend at least one substance abuse treatment group meeting during a month (as determined by medical necessity): Group treatment has been shown to positively influence recovery for persons with dual disorders (DD).
- n. Is fully based in DD treatment principles (stage-wise treatment model that is non- confrontational, follows behavioral principles, considers interactions of mental illness and substance abuse, and has gradual expectations of abstinence), with treatment provided by ACT Team staff: The DD model attends to the concerns of both SMI and substance abuse for maximum opportunity for recovery and symptom management.
- o. Has peer support staff that are employed full-time: Some research has concluded that including persons served as staff on case management teams improves the practice culture, making it more attuned to consumer perspectives.
- p. Provides an Integrated Approach: Individuals benefit when services are integrated into a single team, rather than when they are referred to many

Exhibit A

different service providers. Furthermore, an integrated approach allows services to be tailored to each individual.

B. “Tier 2” – Full Service Partnership (FSP)

- i. Service Approach:
 - a. Contractor shall include the use of innovative approaches resulting in increased access to services and encouraging and assisting individuals in transition towards growth, stability, wellness, recovery and self-sufficiency.
 - b. Contractor shall deliver services with a focus of “meeting the individuals where they are” utilizing a “whatever it takes” approach.
 - c. Contractor shall utilize a peer to peer support network that includes hiring recovering individuals/family members of recovering individuals. Staff shall employ harm reduction in philosophy and motivational interviewing techniques and principles. Peer counselors shall be equal partners in the multi-disciplinary team and play a critical role in developing the recovery culture and person-centered focus of the team. The team will provide peer recovery and self-help services and use resources such as Wellness Recovery Action Plans (WRAP); the UCLA Program for Social and Independent Living Skills; Trauma Recovery and Empowerment Model (TREM); and a module for living cooperatively with roommates and housemates in group residential settings.
 - d. Contractor shall abide by the FSP Service Delivery Model and the FSP Objectives and Performance Measures.
- ii. Contractor shall ensure the following minimum staffing levels:
 - a. FSP services will be provided by a multi-disciplinary team.
 - b. CONTRACTOR shall assign a Personal Service Coordinator (PSC) to each individual who will act as a “single point of responsibility” within the ACT Team for coordination services and supports. The PSC will be readily available to the individual and family as needed and will be culturally competent and know the community resources of the individual’s racial/ethnic community.
 - c. A low person served to staff ratio:
 - (i) 12:1
- iii. Contractor shall ensure the following availability of services:
 - a. Contractor’s PSC staff shall be available to provide crisis assessment and intervention twenty-four hours per day, seven days per week throughout the year, including telephone and face-to-face contact as needed. There shall be no barrier to access crisis services based solely on active substance use. Response to crisis shall be rapid and flexible. The vendor shall collaborate with facilities and designated County staff to provide emergency placement should crisis housing, short-term care and inpatient treatment (voluntary or involuntary) be needed. CONTRACTOR’s staff shall provide support to the maximum extent possible, including accompanying the individual to the facility, performing a face to face visit if admitted to crisis facility and remaining with the individual during the assessment. As soon as possible Contractor staff shall begin the process of planning for discharge and return to the community.
 - b. Case management services will be available twenty-four hours per day, seven days a week throughout the year.

Exhibit A

- iv. Contractor shall ensure that its FSP Team services:
 - a. “Core” services referenced on page 4, section VI “Description of Services will be provided by the multi-disciplinary team.
 - b. The PSC will work closely with the individual to develop an Integrated Services and Supports Plan (ISSP). The ISSP will provide a map of steps the individual identifies as necessary to move along their recovery path. The ISSP will operationalize the fundamental concepts of individual/family directedness, wellness/recovery/ resiliency focus, community collaboration, integrated service experience, and cultural competency
 - c. In conjunction with the multi-disciplinary team, the PSC will coordinate linkages to all of the services or benefits that have been defined by the individual/family and the multi-disciplinary team, and which will be delivered by community partners in the full-service partnership.

- v. Contractor shall ensure the following frequency of services:
 - a. Contractor shall offer the full array of services and supports, including a minimum of three (3) face to face contacts per week or as clinically appropriate.

C. “Tier 3” – Outpatient (OP)

- i. Service Approach:
 - a. Each individual will be provided integrated dual treatment for both Mild to Moderate as well as Severe Mental Illness (SMI) and Substance Use Disorder (SUD) diagnoses being addressed as the primary focus of clinical attention. However, to assess, conceptualize and identify treatment strategies for an individual, assessment of symptoms and impairments specific to an individual’s SUD helps the treatment team employ targeted interventions that are evidence-based and proven effective for those specific issues. SUD diagnosis-specific services are also culturally/linguistically competent, values-driven, and focused on restoring the dignity of every person. SUD services will be based on the individual’s stage of change and based in harm reduction theory in order to help individuals reduce barriers to treatment. The role of the Turning Point FBH-COC staff will be to help the individual achieve measurable goals towards sobriety, stability and physical health with the use of coping skills and peer support.

- ii. Contractor shall ensure that the following OP services meet Drug Medi-Cal - Organized Delivery System (DMC-ODS) and Mental Health Plan (MHP) provider manual requirements:
 - a. Intake Services;
 - b. Breath/Urine testing;
 - c. Treatment Plan/POC/Update;
 - d. Individual therapy;
 - e. Group therapy;
 - f. Case Management;
 - g. Collateral;
 - h. Consultation;
 - i. Linkage to Recovery Residences;
 - j. Contingency Management (pending completion and evaluation of DHCS contingency management pilot; and
 - k. Recovery Services.

Exhibit A

- iii. Contractor shall ensure the following linkages to services as needed:
 - a. Withdrawal Management;
 - b. In-Patient Residential Treatment Services;
 - c. Recovery Homes; and
 - d. Medication Assisted Treatment (MAT).
- iv. Availability of Services:
 - a. Contractor shall make available outpatient services eight (8) hours a day, five (5) days a week.
- v. Contractor shall ensure the following frequency of services:
 - a. Frequency of services will be provided as clinically indicated.

3. Housing

Housing services are vital to provide stability, reduce hospital/jail visits, and allow for recovery and the building of resiliency. Individuals living with severe mental illnesses can successfully live in and maintain housing with frequent, consistent team contact and support. With this in mind, the Contractor shall offer linkages and financial assistance for a variety of housing options for persons served including crisis housing, transitional or low-barrier housing, recovery residence, residential drug treatment, board and care homes, and room and board homes. Because the FBH-COC population is known to experience many barriers to securing and maintaining housing, the Contractor provides specialty training to mitigate some of the barriers and to individually support the persons served with obtaining the least restrictive housing option appropriate for the individual.

Housing support needs to match the individual's unique needs at a particular point in time. Housing options range based on individual's level of need with the goal of supporting the individual to achieve the highest level of independence possible for them individually. FBH-COC persons served who are parenting children are offered opportunities and options for appropriate housing as well. Mental Health Service Act (MHSA) program funds are used to subsidize a variety of housing needs for including emergency housing, rental payments, deposits, utilities, and the purchase of household goods. The program staff may accompany the individual to meet with landlords or housing managers to support and advocate as needed. Program staff educate persons served about expectations of tenancy, lease/rental agreement requirements, and the importance of remaining courteous of other tenants. Staff regularly visits the housing environment to ensure it is appropriate to individual needs. Staff work to help persons served eliminate any problems before an eviction or other negative consequence arises.

The ACT team initially assists persons served with obtaining assistance with rent and utilities as a part of developing a long-term plan for sustainable independence. Persons served are assisted with determining eligibility and completing application processes for housing subsidies. As many individuals may initially require room and board or board and care level housing while they stabilize, the FBH-COC program will rely on relationships that have been developed between room and board operators and board and care operators who work solely with the FSP population in other Turning Point programs and are willing to be patient in working with the unique set of challenges tied to housing individuals in these difficult stages of recovery. Step up and permanent housing options are facilitated through the use of community partners such as Falcon Court, STASIS housing, The Californian apartments, or privately leased apartments.

Exhibit A

FSP individuals often have difficulty maintaining housing, therefore the Contractor offers and pursues housing options to overcome barriers experienced by persons served. The goal is for each individual to be able to maintain safe and sustainable housing at the individual's highest level of independence.

4. Discharge Planning

Before active program participation is concluded and prior to an approved discharge from the program; program staff will meet with the individual to develop an individualized strategy that will assist the individual in maintaining a continued alcohol and drug free lifestyle. This meeting with the individual must be completed in 30 days prior to the last face to face treatment session by the counselor. The discharge planning process will include individual's recovery plan, which the individual will need to identify their relapse triggers, explain how each trigger could cause them to relapse, then identify their plan to avoid those relapse when confronted by each of the trigger. Individual will also need to generate a support plan that includes a list of individuals and/or organizations and activities that can provide support and assistance for individual to maintain sobriety. Individual and counselor must review the discharge plan; both must sign and date the discharge plan. After individual and counselor have signed it, then the physician must review, sign, date, and approve the discharge plan. Once the individual, counselor, and physician had signed and dated the discharge plan, a copy is given to the individual. Discharge planning will no longer be dictated by the probation term, it will focus on medical necessity to determine when appropriately necessary.

5. Collaboration with Probation

The Contractor shall collaborate with the Fresno County Probation Department (the "Probation Department") to provide screenings on-site at the AB 109 office to individuals who may need MH and/or SUD services. Individuals who are screened to need services are to be referred to the appropriate level of care for services. The Contractor shall also make arrangements to provide assessments to EOP individuals outside of regular business hours as needed.

The Contractor shall participate with the Probation Department in Pre-Release Coordinated Clinical Assessment Team (CCAT) teleconferences to discuss EOP incarcerated individual's case prior to release. This is most helpful as it is often the only time that there is direct access to California Department of Corrections and Rehabilitation (CDCR) doctors and clinicians to ask questions related to an EOP incarcerated individual. These teleconferences are done during regular business hours.

6. Collaboration with Court Services

All individuals who are placed in the FBH-COC will have intermittent requirements to report back to the collaborative treatment courts regarding the individual's progress. The Contractor shall identify an individual who will communicate and coordinate with court services and/or law enforcement, as needed. The CONTRACTOR shall work with court partners to create and use a standardized form for court reporting. Court reporting should be completed in a timely fashion and be submitted to the court a minimum of 48 hours in advance of the next scheduled court hearing.

Exhibit A

The Contractor will need to be able to provide court attendance assistance to participants by hosting them in their office for Virtual Court sessions or helping the individual arrange transportation to hearings as necessary.

The Contractor shall designate staff to attend specialty treatment court hearings, including but not limited to Mental Health Diversion (MHD) Court and Mental Health Incompetent to Stand Trial (MHIST) Court. Staff will attend hearings on a frequency to be determined by DBH.

7. Other Collaborative Relationships

The Contractor shall establish and maintain collaborative relationships with agencies and individuals who have frequent contact with hospitalized, homeless, or incarcerated adults. Examples of collaborative relationships include but are not limited to local law enforcement agencies, Veterans Administration, Marjorie Mason Center, Fresno County Human Services Departments, Faith Organization, acute psychiatric facilities, schools, community centers, etc. Letters of introduction, including a description of services and how to contact the FBH-COC program shall be distributed to potential community partners. There may be a need for a Memorandum of Understanding (MOU) or Data Use Agreement between the Contractor and one or more of the community partners if data is to be shared and collected. HIPAA regulations must always be considered and adhered to when discussing protected health information (PHI) with another agency.

At some point during the resulting contract, there may be an increased need for collaborative efforts initiated with other County Departments (such as the Public Defender ["PD"], District Attorney ["DA"], Sheriff-Coroner ["Sheriff"], Probation Department, Social Services, etc.) that will require full cooperation by the Contractor.

The Contractor shall be willing to provide information on the program services through trainings and infographics to our community and criminal justice partners (PD, DA, Sheriff, Probation, Jail, Social Services, etc.)

8. County Responsibilities

- A. Provide oversight and collaborate with Contractor and other County Departments and community agencies to help achieve State program goals and outcomes. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with the Department of Health Care Services (DHCS) in regard to program administration and outcomes.
- B. Assist Contractor in making linkages to the appropriate level of care within the behavioral health system of care to ensure continuity of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
- C. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the Contractor staff and will be available to Contractor for ongoing consultation.
- D. Receive and analyze statistical outcome data from Contractor throughout the term of contract on a monthly basis. DBH will notify the Contractor when additional participation

Exhibit A

is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, individual and staff interviews, chart reviews, and other methods of obtaining required information.

- E. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the Contractor's efforts towards cultural and linguistic competency, County shall provide the following at no cost to Contractor:
- i. Mandatory cultural competency training including sexual orientation and sensitivity training for Contractor personnel, at minimum once per year. County will provide mandatory training regarding the special needs of this diverse population and will be included in the cultural competence training(s), if Contractor does not have a similar training in place. Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender (LGBT) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.
 - ii. Assistance to Contractor in locating appropriate providers who can translate behavioral health and substance abuse services information into County's threshold languages (English, Spanish, and Hmong). Translation services and costs associated will be the responsibility of the Contractor.

VI. STAFFING

Contractor shall provide a staffing plan that is clear and concise and allows for full implementation of all services described in the program. Staff shall be qualified in education, experience, clinical, and cultural competencies according to DMC-ODS and MHP provider manual requirements. Staffing pattern shall include Addiction Specialists, Psychiatrists and Nurses, Housing Specialists, Employment Specialists, Personal Service Coordinators, Peer Support Specialists and Outreach and Engagement Coordinators.

Contractor shall maintain staffing levels adequate in relation to the number of open individual cases at any given point to ensure quality service that meets the requirements of the program.

Contractor shall provide robust, comprehensive and ongoing training and mentoring to staff in evidence-based practices (EBP) of the program to ensure fidelity and to build competency and expertise of their staff. In addition to EBPs, Contractor shall provide training to on co-occurring and trauma informed practice.

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Contractor shall demonstrate staff proficiency (training and certification) in suicide and crisis intervention procedures and other training subjects that would benefit the individuals in their wellness goals.

Contractor shall ensure clinical supervisor(s) will oversee the work of the clinicians, including approving documentation and claiming in the electronic medical records as required. The clinical supervisor(s) shall be able to provide Board of Behavioral Sciences (BBS) supervision.

All staff, who provide direct care or perform coding/billing functions, must meet the requirements of the Fresno County Mental Health Plan (FCMHP) Compliance Program. This includes the screening for excluded persons and entities by accessing or querying the applicable licensing board(s), the National Provider Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and monthly thereafter. In addition, all licensed/registered/waivered staff must complete a FCMHP Provider Application and be credentialed by the FCMHP's Credentialing Committee. All licensed staff shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Live scan) executed.

VII. PEER SUPPORT RESOURCES

The Contractor recognizes the value of the use of individual directed peer-to-peer support networks. As part of an individual's recovery, a variety of peer activities are made available for persons served. FBH-COC will employ peer support staff who have lived mental health /criminal justice involvement/substance use disorder experience and has a heart to give back as part of the FBH-COC treatment team. Individuals often struggle in social situations and having peer-run activities is a way to have persons served begin to interact in a social situation. Individuals are encouraged to participate in existing peer support programs in the community and FBH-COC will sponsor peer support activities facilitated by the Peer Support Specialist at the program site as well. Peer support services are promoted in a manner that encourages individual responsibility and participation in their own recovery and seeks to assist individuals in understanding and combating stigmatization including their own self-imposed stigma. Staff will continue to assist individuals to develop their own program-based formal and informal support groups.

This approach to treatment provides vital opportunities to engage in pro-social activities while establishing hope, dignity, and engagement. The Turning Point FBH-COC program will cultivate an active peer led leadership team that allows opportunity for persons served to build leadership skills in planning and promoting monthly program events for other persons served. The leadership team role will instill a sense of purpose for individuals as they volunteer to be greeters, introduce new individuals to the program, and hold peers accountable to engage in respectful behavior.

VIII. AVERAGE CLIENT LENGTH OF STAY

Individuals will remain in the ACT program for as long as clinically necessary. ACT Teams will decrease the intensity of services to individuals who are experiencing progress, but should maintain enough contact so that if circumstances change – they can step in quickly to avoid symptoms from worsening and prevent minor problems from decompensating into crisis. Individuals are able to remain in the FBH-COC as long as services are clinically justified. When services for those individuals with a length of stay longer than the maximum 24-month period under AB 1810 pre-trial jail diversion, they will be allowed to continue receiving treatment until it is no

Exhibit A

longer clinically necessary. DBH may require treatment reauthorization every 60 days for individuals who have completed their pre-trial probation term or AB1810 diversion term if the program is at capacity and unable to accept new referrals from the Court or Probation.

IX. REPORTING

Contractor shall comply with the following reporting requirements:

1. AB 109 Reporting:
 - A. Quarterly Program Statistics;
 - B. Fiscal Reporting, including monthly invoicing; and
 - C. Contractor shall complete all reports mandated by the CCP.

2. MHSA Reporting
 - A. Demographics to be collected must include the following data points:
 - i. Age
 - ii. Race
 - iii. Ethnicity
 - iv. Primary Language
 - v. Gender Identification at Present
 - vi. Gender assigned at birth
 - vii. Sexual Orientation
 - viii. Veteran Status
 - ix. Any Disabilities
 - x. Note: Support services for each participant need to be documented in the participants chart and be related to their wellness plan.
 - xi. All expense for support services need to be documented, and included in the chart, and be justified by the wellness plan. All providers do need to provide a cost per individual served for support services.

3. FSP/ACT Reporting
 - A. Contractor shall complete quarterly reports, as mandated by the State for FSPs and ACTs under CCR Title 9, sections 3620.10 and 3530.90. Reports shall be made directly into the Data Collection and Reporting (DCR) system.

4. CSI Reporting
 - A. Contractor shall work with DBH to capture and enter all Client Service Information (CSI), admission data, and billing information into DBH's data system for the purposes of effective care coordination and State reporting. CONTRACTOR shall provide all necessary data to allow DBH to capture all CSI data for services provided and to meet all State and Federal reporting requirements. Methods of providing such information include, but are not limited to, the following:
 - i. Direct data entry in DBH's electronic information system; or
 - ii. Provide an electronic file compatible with DBH's electronic information system.

5. Contractor shall comply with all reporting requests made by DBH. Reporting requirements are subject to change as the program develops.

X. PERFORMANCE AND OUTCOME MEASUREMENTS

Exhibit A

Contractor shall comply with all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. County and Contractor shall use performance outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the service population.

In addition, these measures shall be used to ensure the FBHP is in alignment with MHSA guiding principles which are inclusive of: an integrated service experience; community collaboration; cultural competence; individual/family driven service; and wellness, resilience, and recovery-focused services.

Performance outcome measures shall be tracked on an ongoing basis and used to update the County monthly (by the 10th of the month following the report period). In addition, performance outcome measures are reported to the County annually in accumulative reports for overall program and contract evaluation. Forms and tools used to gather, and report data reflecting services provided, populations served, and impact of those services are to be developed by the County and Contractor. Contractor will work closely with the County to analyze the data and make necessary adjustments to service delivery and reporting requirements before the start of each new fiscal year and at appropriate intervals during the fiscal year.

Measurable outcomes may be reviewed for input and approval by a designated DBH work group upon contract execution and adjusted as needed each new fiscal year. The purpose of this review process is to ensure a comprehensive system wide approach to the evaluation of programs through an effective outcome reporting process.

The following items listed below represent program goals to be achieved by Contractor. The program's success will be based on the number of goals it can achieve, resulting from performance outcomes. Contractor will utilize a computerized tracking system with which outcome measures and other relevant individual data, such as demographics, will be maintained.

Contractor will collect data about the characteristics of the individuals served and measure service delivery performance indicators in the four Commission on Accreditation of Rehabilitation Facilities (CARF) domains, with at least one performance indicator for each of the four domains. Contractor shall submit annual outcomes on a report template to be provided by the County for each level of care provided.

Assertive Community Treatment

1. Effectiveness

a. Psychiatric Hospitalization

Hospitalization refers to any hospital admission captured in Fresno County's electronic health record, Avatar. Data may be entered by any hospital that utilizes Avatar including Exodus PHF, Community Behavioral Health Center (CBHC), and Kaweah Delta Psychiatric Hospital.

- i. Objective: To prevent and minimize the total number of individuals and days spent in a psychiatric hospital post incarceration.
- ii. Indicator: Percentage of individuals enrolled in FSP services that experienced no psychiatric hospitalizations post incarceration, and the total number of individuals and days hospitalized post incarceration.

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- iii. Who Applied: ACT individuals served by the program for a minimum of one year.
- iv. Time of Measure: Fiscal Year
- v. Data Source: DCR/ITWS State database.
- vi. Target Goal Expectancy: A minimum of 70% of individuals enrolled in FSP services will experience no episodes of psychiatric hospitalization post enrollment.

b. Incarcerations

Incarceration refers to individuals confined in a jail or prison setting.

- i. Indicator: A reduction of the number of individuals experiencing arrests, the frequency of arrests, and the numbers of days spent incarcerated compared to pre-enrollment.
- ii. Who Applied: ACT individuals served by the program a minimum of one year.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.
- v. Target Goal Expectancy: To reduce the total number of individuals arrested, the frequency of arrests, and the total number of days incarcerated.

c. Homelessness

Homelessness refers to individuals without a place to live, who are living in a place not meant for human habitation, or who are living in an emergency shelter.

- i. Indicator: Percentage of individuals that experienced no episodes of homelessness and the total number of days spent homeless compared to pre-enrollment.
- ii. Who Applied: ACT individuals served by the program a minimum of one year.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.
- v. Target Goal Expectancy: A minimum of 70% of individuals enrolled in FSP services will experience no episodes of homelessness. The total number of days spent homeless will be reduced when compared to 12 months prior to program enrollment.

d. Medical Hospitalizations

Medical hospitalization refers to individuals who frequently require hospitalization at a local hospital or emergency department as a result of chronic or untreated physical health related conditions.

- i. Indicator: Percentage of individuals that experienced no episodes of medical hospitalizations or ED admissions, and total number of days spent in a hospital or ED setting compared to pre-enrollment.
- ii. Who Applied: ACT individuals served by the program a minimum of one year.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.
- v. Target Goal Expectancy: A minimum of 70% of individuals enrolled in FSP services will experience no episodes of medical hospitalizations or ED admissions. The total number of days admitted in a medical hospital or ED will be reduced when compared to 12 months prior to program enrollment.

e. Participation in Educational Settings

Educational setting refers to any learning environment or institution that offers educational services and curriculum according to specific objectives. Examples may

Exhibit A

include adult schools, vocational schools, community colleges, universities, and high schools.

- i. Indicator: Annual percentage of program individuals enrolled in educational settings.
- ii. Who Applied: ACT individuals served by the program enrolled in educational settings.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.
- v. Target Goal Expectancy: To have a minimum of 15% of ACT individuals enrolled in educational settings annually.

f. Participation in Employment or Volunteerism

Employment refers to work environments where individuals are paid competitive wages in exchange for job related activities performed. Volunteerism refers to environments where persons served are willingly provide services or complete tasks without any expectation of financial compensation, but may gain work experience and job related skills.

- i. Indicator: Annual percentage of individuals engaged in employment or volunteer activities.
- ii. Who Applied: ACT individuals served by the program and that participated in employment or volunteer activities.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.
- v. Target Goal Expectancy: To have a minimum of 15% of ACT individuals participate in employment or volunteer activities annually.

2. Efficiency

a. Cost per Individual Served

Costs include all staffing and overhead costs associated with operation of the program.

- i. Indicator: Total program costs compared to number of unique AB 109 individuals served.
- ii. Who Applied: ACT individuals served by the program in Fiscal Year.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Avatar and Financial Records
- v. Target Goal Expectancy: To keep within budgeted costs for the program.

3. Access

a. Length of time from referral to first contact

- i. Indicator: Percentage of individuals that received first contact attempts within 7 business days of the referral date.
- ii. Who Applied: Individuals referred to the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Avatar
- v. Target Goal Expectancy: 70% of individuals will attempt to be contacted within 7 business days of the referral date.

Exhibit A

- vi. Outcome: The average wait time from referral to first contact was 1 day. 98% of individuals were contacted within 7 days of the referral date.

b. Length of time from first contact to first assessment appointment offered

- i. Indicator: Percentage of individuals offered their first assessment appointment within 10 business days of the first contact date.
- ii. Who Applied: Individuals referred to the program and offered an assessment appointment.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Avatar Access Form
- v. Target Goal Expectancy: 70% of individuals will be offered their first assessment appointment within 10 business days of the first contact date.

C. Length of time from assessment to first psychiatry appointment offered

- i. Indicator: Percentage of individuals offered their first psychiatry appointment within 15 business days of their assessment date.
- ii. Who Applied: Individuals assessed and enrolled into program services
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Avatar Referral Form
- v. Target Goal Expectancy: 70% of individuals will be offered their first psychiatry appointment date within 15 business days of their assessment date.

4. Satisfaction & Feedback of Persons Served & Stakeholders

a. Consumer Perception Survey

Consumer Perception Surveys (CPS) are conducted every six months over a one week period. Beneficiaries of the MHP are encouraged to participate in filling out the CPS surveys which are available to individuals served and family members at County and contracted provider organizations.

- i. Indicator: Average percent of individuals served who complete the survey and response was 'Agree' or 'Strongly Agree' for the following domains: General Satisfaction, Perception of Access, Perception of Quality and Appropriateness, Perception of Treatment Participation, Perception of Outcomes of Services, Perception of Functioning, and Perception of Social Connectedness.
- ii. Who Applied: Persons served who completed the survey in November of 2019 for the program.
- iii. Time of Measure: The survey was conducted in November of 2019.
- iv. Data Source: Consumer Perception Survey data
- v. Target Goal Expectancy: More than 50% of individuals served will respond that they are satisfied with the services they received

Full Service Partnership

1. Effectiveness

Exhibit A

a. Psychiatric Hospitalization

Hospitalization refers to any hospital admission captured in Fresno County's electronic health record, Avatar. Data may be entered by any hospital that utilizes Avatar including Exodus PHF, Community Behavioral Health Center (CBHC), and Kaweah Delta Psychiatric Hospital.

- i. Indicator: Percentage of individuals enrolled in FSP services that experienced no psychiatric hospitalizations post incarceration, and the total number of individuals and days hospitalized post incarceration.
- ii. Who Applied: FSP individuals served by the program for a minimum of one year.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.
- v. Target Goal Expectancy: A minimum of 70% of individuals enrolled in FSP services will experience no episodes of psychiatric hospitalization post enrollment.

b. Incarcerations

Incarceration refers to individuals confined in a jail or prison setting.

- i. Indicator: A reduction of the number of individuals experiencing arrests, the frequency of arrests, and the numbers of days spent incarcerated compared to pre-enrollment.
- ii. Who Applied: FSP individuals served by the program a minimum of one year.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.
- v. Target Goal Expectancy: To reduce the total number of individuals arrested, the frequency of arrests, and the total number of days incarcerated.

c. Homelessness

Homelessness refers to individuals without a place to live, who are living in a place not meant for human habitation, or who are living in an emergency shelter.

- i. Indicator: Percentage of individuals that experienced no episodes of homelessness and the total number of days spent homeless compared to pre-enrollment.
- ii. Who Applied: FSP individuals served by the program a minimum of one year.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.
- v. Target Goal Expectancy: A minimum of 70% of individuals enrolled in FSP services will experience no episodes of homelessness. The total number of days spent homeless will be reduced when compared to 12 months prior to program enrollment.

d. Medical Hospitalizations

Medical hospitalization refers to individuals who frequently require hospitalization at a local hospital or emergency department as a result of chronic or untreated physical health related conditions.

- i. Indicator: Percentage of individuals that experienced no episodes of medical hospitalizations or ED admissions, and total number of days spent in a hospital or ED setting compared to pre-enrollment.
- ii. Who Applied: FSP individuals served by the program a minimum of one year.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.

Exhibit A

- v. Target Goal Expectancy: A minimum of 70% of individuals enrolled in FSP services will experience no episodes of medical hospitalizations or ED admissions. The total number of days admitted in a medical hospital or ED will be reduced when compared to 12 months prior to program enrollment.

e. Participation in Educational Settings

Educational setting refers to any learning environment or institution that offers educational services and curriculum according to specific objectives. Examples may include adult schools, vocational schools, community colleges, universities, and high schools.

- i. Indicator: Annual percentage of program individuals enrolled in educational settings.
- ii. Who Applied: FSP individuals served by the program enrolled in educational settings.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.
- v. Target Goal Expectancy: To have a minimum of 15% of FSP individuals enrolled in educational settings annually.

f. Participation in Employment or Volunteerism

Employment refers to work environments where individuals are paid competitive wages in exchange for job related activities performed. Volunteerism refers to environments where persons served are willingly provide services or complete tasks without any expectation of financial compensation, but may gain work experience and job related skills.

- i. Indicator: Annual percentage of individuals engaged in employment or volunteer activities.
- ii. Who Applied: FSP individuals served by the program and that participated in employment or volunteer activities.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: DCR/ITWS State database.
- v. Target Goal Expectancy: To have a minimum of 15% of FSP individuals participate in employment or volunteer activities annually.

2. Efficiency

a. Cost per Individual Served

Costs include all staffing and overhead costs associated with operation of the program.

- i. Indicator: Total program costs compared to number of unique AB 109 individuals served.
- ii. Who Applied: FSP individuals served by the program in Fiscal Year.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Avatar and Financial Records
- v. Target Goal Expectancy: To keep within departmental budgeted costs for the program.

3. Access

a. Length of time from referral to first contact

Exhibit A

- vii. Indicator: Percentage of individuals that received first contact attempts within 7 business days of the referral date.
- viii. Who Applied: Individuals referred to the program.
- ix. Time of Measure: Fiscal Year
- x. Data Source: Avatar
- xi. Target Goal Expectancy: 70% of individuals will attempt to be contacted within 7 business days of the referral date.
- xii. Outcome: The average wait time from referral to first contact was 1 day. 98% of individuals were contacted within 7 days of the referral date.

b. Length of time from first contact to first assessment appointment offered

- vi. Indicator: Percentage of individuals offered their first assessment appointment within 10 business days of the first contact date.
- vii. Who Applied: Individuals referred to the program and offered an assessment appointment.
- viii. Time of Measure: Fiscal Year
- ix. Data Source: Avatar Access Form
- x. Target Goal Expectancy: 70% of individuals will be offered their first assessment appointment within 10 business days of the first contact date.

C. Length of time from assessment to first psychiatry appointment offered

- vi. Indicator: Percentage of individuals offered their first psychiatry appointment within 15 business days of their assessment date.
- vii. Who Applied: Individuals assessed and enrolled into program services
- viii. Time of Measure: Fiscal Year
- ix. Data Source: Avatar Referral Form
- x. Target Goal Expectancy: 70% of individuals will be offered their first psychiatry appointment date within 15 business days of their assessment date.

4. Satisfaction & Feedback of Persons Served & Stakeholders

a. Consumer Perception Survey

Consumer Perception Surveys (CPS) are conducted every six months over a one week period. Beneficiaries of the MHP are encouraged to participate in filling out the CPS surveys which are available to individuals served and family members at County and contracted provider organizations.

- i. Indicator: Average percent of individuals served who complete the survey and response was 'Agree' or 'Strongly Agree' for the following domains: General Satisfaction, Perception of Access, Perception of Quality and Appropriateness, Perception of Treatment Participation, Perception of Outcomes of Services, Perception of Functioning, and Perception of Social Connectedness.
- ii. Who Applied: Persons served who completed the survey in November of 2019 for the program.
- iii. Time of Measure: The survey was conducted in November of 2019.
- iv. Data Source: Consumer Perception Survey data

Exhibit A

- v. Target Goal Expectancy: The program would like to see a majority of persons served satisfied for each domain.

Outpatient

1. Effectiveness

a. Treatment Objectives/Achievements

- i. Indicator: Percentage of individuals that completed treatment and completed 75% or more of their treatment plan goals.
- ii. Who Applied: A sample of OP individuals served by the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Avatar/Accucare EHR
- v. Target Goal Expectancy: A minimum of 95% of individuals who complete treatment will complete at least 75% of treatment plan goals.

b. Successful Completion

- i. Indicator: Percentage of individuals that complete treatment or leave with satisfactory progress.
- ii. Who Applied: OP individuals that participated in outpatient substance use disorder services provided by the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Accucare EHR/Discharge Summaries and Post treatment surveys
- v. Target Goal Expectancy: A minimum of 70% of individuals served will successfully complete treatment or leave before completion with satisfactory progress.

c. Psychiatric Hospitalizations/Incarcerations

- i. Indicator: Percentage of individuals that experience zero psychiatric hospitalizations or incarcerations.
- ii. Who Applied: OP individuals that received mental health treatment services.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Avatar EHR/Accucare EHR
- v. Target Goal Expectancy: 95% of individuals receiving mental health and co-occurring treatment will experience zero psychiatric hospitalizations or incarcerations.

2. Efficiency

a. Cost per Individual

Costs include all staffing and overhead costs associated with operation of the program.

- i. Indicator: Total program costs compared to the number of unique OP individuals served.
- ii. Who Applied: OP individuals served by the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Avatar and Financial Records
- v. Target Goal Expectancy: To keep within departmental budgeted costs for the program.

Exhibit A

3. Access

a. Length of time from SUD Screening to First Assessment Appointment Offered

- i.** Indicator: Percentage of individuals offered an SUD assessment appointment within 10 business days of their SUD screening.
- ii.** Who Applied: A sample of individuals referred to the program.
- iii.** Time of Measure: Fiscal Year
- iv.** Data Source: Avatar/Accucare EHR
- v.** Target Goal Expectancy: 70% of referred individuals will be offered their first SUD assessment appointment within 10 business days of their SUD screening.

b. Length of time from mental health screening to the first offered mental health assessment appointment

- i.** Indicator: Percentage of individuals offered their first mental health assessment appointment within 10 business days of initial screening.
- ii.** Who Applied: A sample of individuals referred to the program.
- iii.** Time of Measure: Fiscal Year
- iv.** Data Source: Avatar EHR
- v.** Target Goal Expectancy: 70% of individuals will be offered an appointment for their first mental health assessment within 10 business days of initial screening.

c. Length of time from SUD Assessment to first treatment appointment offered

- i.** Indicator: Percentage of individuals offered their first SUD treatment appointment within 10 business days of their assessment date.
- ii.** Who Applied: A sample of individuals referred to the program.
- iii.** Time of Measure: Fiscal Year
- iv.** Data Source: Accucare EHR
- v.** Target Goal Expectancy: A minimum of 70% of individuals will be offered their first SUD treatment appointment within 10 business days of their assessment date.

d. Length of time from mental health assessment to first treatment appointment offered

- i.** Indicator: Percentage of individuals offered their first mental health treatment appointment within 10 business days of their assessment date.
- ii.** Who Applied: A sample of individuals referred to the program.
- iii.** Time of Measure: Fiscal Year
- iv.** Data Source: Avatar EHR
- v.** Target Goal Expectancy: A minimum of 70% of individuals will be offered their first treatment appointment within 10 business days of their assessment.

e. Length of time from mental health assessment to the first psychiatry appointment date offered

Exhibit A

- i. Indicator: Percentage of individuals offered their first psychiatry appointment within 15 business days of their assessment date.
- ii. Who Applied: A sample of individuals referred to the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Avatar EHR
- v. Target Goal Expectancy: A minimum of 70% of individuals will be offered their first psychiatry appointment within 15 business days of their assessment date.

4. Satisfaction & Feedback of Persons Served & Stakeholders

Consumer Perception Surveys (CPS) are conducted every six months over a one week period. Beneficiaries of the MHP are encouraged to participate in filling out the CPS surveys which are available to consumers and family members at County and contracted provider organizations.

- i. Objective: To gauge satisfaction of individuals and collect data for service planning and quality improvement.
- ii. Indicator: Average percent of individuals who complete the survey and response was 'Agree' or 'Strongly Agree' for the following domains: General Satisfaction, Perception of Access, Perception of Quality and Appropriateness, Perception of Treatment Participation, Perception of Outcomes of Services, Perception of Functioning, and Perception of Social Connectedness.
- iii. Who Applied: Individuals who completed the survey in June.
- iv. Time of Measure: Surveys were completed in June.
- v. Data Source: Consumer Perception Survey data
- vi. Target Goal Expectancy: The program would like to see a majority of individuals satisfied for each domain.

XI. TRANSITIONAL OPTIMIZATION FUNDS

One-time Transition Optimization Funds will be available to specialty mental health providers and Drug Medi-Cal providers within FY 2023-24 to encourage Contractors to identify and implement organization changes during the first year of CalAIM Payment Reform to improve outcomes for persons served and create operational efficiencies. Contractor is expected to utilize the strategies, tools and knowledge learned to their programming and continue to improve services for the population served.

Drug Medi-Cal Transition Optimization funds will be provided through County Realignment.

1. Funding Allocation Methodology

- A. Each participating contractor is eligible to apply for an allocation of Transition Optimization Funds up to the maximum amounts stated in Article 4 of the Agreement and further described below. Transition optimization funds will only be available from July 1, 2023 through June 30, 2024 and payments shall be on a quarterly basis.
- B. Payments will be disbursed upon review and approval by DBH of each deliverable described below. Quarterly progress reports shall be submitted to DBH in order to show progress as outlined in the submitted plans and deliverables.

Exhibit A

- C. Payments will be dependent on Contractor demonstrating progress toward meeting deliverables described in this exhibit. Contractors who fail to submit progress reports by stated deadlines, or who do not demonstrate adequate progress made, may be determined ineligible for that quarter's payment at the sole discretion of the County.
- D. All invoices will be submitted on a quarterly basis within fifteen (15) days following the end of the quarter. Invoices submitted thereafter may not be eligible for payment.

2. **Responsibilities**

A. **Letter of Intent**

Contractor shall submit a letter of intent to DBH by July 31, 2023 identifying the selected Transition Optimization Activity(ies) and commitment to meet the deliverable deadlines as described below. The letter shall include all current Medi-Cal billable specialty mental health and substance use disorder services agreements the Contractor has with the County.

The County shall respond to the Contractor's letter of intent within 30 days. The County's response shall include a breakdown of anticipated payments, as determined by the County, depending on the Transition Optimization Activity(ies) chosen and depending on the number of current Medi-Cal billable specialty mental health and substance use disorder services agreements the Contractor has with the County.

B. **Quarterly Reports**

Contractor shall submit quarterly progress reports and invoices. Reports shall be submitted on the dates indicated in the Schedule of Deliverables below. Invoices are due 15 days after the end of each quarter. All activities shall be completed by June 30, 2024. The report shall include updated plans/tools and progress Contractor has made toward the Transition Optimization Activity(ies) described in each Contractors' letter of intent.

C. **Schedule of Deliverables: Equity Gap Analysis, Fiscal Monitoring Tool, and Electronic Health Record**

- i. Q1 Reports: July-Sept:
 - a. Letter of Intent: Due July 31, 2023
 - b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic Health Record Implementation Plans (if applicable): Due September 30, 2023
 - c. Fiscal Monitoring Tool Identified Practices and Strategies (if applicable): Due September 30, 2023
- ii. Q2 Report: Oct-Dec: Due January 15, 2024
- iii. Q3 Report: Jan-Mar: Due April 15, 2024
- iv. Q4 Report: Apr-June: Due July 15, 2024

- D. All deliverables will be reviewed and approved by DBH prior to payment.

3. **Eligible Transition Optimization Activities**

- A. **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate fiscal health of the organization. Tools shall, at a minimum, monitor costs, productivity targets and

Exhibit A

identify one or more practice pattern(s) the organization is employing to increase direct care time to the Medi-Cal population.

- i. **Fiscal Monitoring Tools and Implementation Plan**: Contractor shall develop fiscal monitoring tools that will be used monthly to ensure their organizational fiscal health and implementation plan. Fiscal monitoring tools drafts and implementation plan shall be submitted to DBH by September 30, 2023.
 - a. **Identified Practice**: Identify at least one process improvement that shall be modified by September 30, 2023.
 - b. **Quarterly Progress Reports**: Quarterly progress reports shall be submitted including but not limited to a narrative of progress, obstacles, alternative solutions and outcomes.
 - c. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

- B. **Equity Gap Analysis**: Contractor shall produce a report identifying the race/ethnicity of population served in fiscal year 2022-23 compared to the County's population as provided by the County. Contractor shall identify key disparities in both persons served and amount of services and frequency of transitions to other levels of care received. Contractor shall identify three (3) strategies they shall employ during FY 2023-24 to reduce the disparities among underserved population.
 - i. **Report on Underserved Population**: Contractor shall submit an Equity Gap Report to the Department containing including, but not limited to, the following:
 - a. Identify if it serves specific population within its program(s) and identify whom the program(s) currently served based on data.
 - b. Staffing/workforce information and demographics. Report the staffing/workforce supporting the different programs and populations served by the provider in Fresno County. This data is to evaluate how the staffing reflects the populations it is serving.
 - c. Comparison of the county penetration rates to the demographics of persons served by the Contractor and program(s) under agreement with DBH.
 - d. Data on retention of persons served by demographics. Total persons served and the average length of stay by demographics of the persons served in programs.
 - (i) Which populations are remaining in the programs by demographics, which ones are having the shortest stays.
 - (ii) How long is the average length of stay by the demographics.
 - e. Identify what data points the Contractor is missing at this time that challenges its ability to thoroughly assess its equity gap analysis. Examples: Data is not collected, Data that is missing or under reported, data not captured in its processes, etc.

Exhibit A

- ii. Equity Improvement Implementation Plan: Contractor shall submit an Equity Improvement Implementation Plan related to improving health equity by September 30, 2023. The plan shall include the following items at a minimum:
 - a. Contractor shall select three strategies from below:
 - (i) Plan shall include specific efforts including, but not limited to, the following and timelines to increase access to underserved groups.
 1. Outreach/Engagement with underserved communities
 2. Active attendance/participation in DBH's Diversity Equity and Inclusion (DEI) workgroup
 3. Plan for retention of persons served in programs who are underrepresented
 4. Improvement of demographic data collection including Sexual Orientation Gender Identity (SOGI)/LGBTQ data.
 - (ii) Plan shall address workforce capacity to render services to more underserved populations, through:
 1. Development of bilingual personnel
 2. Recruitment plan for more diverse workforce to reflect populations served.
 3. Training for workforce to increase capacity to be culturally responsive
 4. Development workforce pool for the future that can be bilingual and bicultural
 - b. Timeline for each effort shall be included in the plan.
 - c. Contractor shall identify the measurement to be used to demonstrate successful implementation of plan. Measure may be identified by the Contractor to best support their plan and goals.
 - d. Contractor shall develop and submit policies and procedures to formally support equity effort.
 - iii. Quarterly Progress Reports: Use available data including but not limited to, External Quality Review Organization (EQRO) and EHR data to evaluate the strategies deployed. Quarterly progress reports shall be submitted including but not limited to a narrative of the progress, obstacles, alternative solutions and outcomes. The final quarter shall include a comprehensive final report on the outcomes.
 - iv. Funding for this activity shall be available up to \$25,000 for the initial agreement with Contractor and up to another \$10,000 for each additional agreement. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- C. **Electronic Health Record (EHR)**: The implementation and expansion of the SmartCare EHR is an essential component of improving oversight with the implementation of payment reform. Furthermore, a standardized EHR will improve continuity of care, create transparency across the system, remove obstacles for individuals accessing services and improve the overall outcomes for persons served. For Contractors who plan to opt in to use SmartCare or have previously opted into DBH's former EHR and intend to transition to SmartCare, user fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.

Exhibit A

- i. Option One: Current EHR Users
 - a. Strategic Plan: Contractors utilizing DBH's EHR as their current EHR, and who will continue to utilize SmartCare beginning July 1, 2023, shall provide a plan, including, but not limited to, how they will optimize Medi-Cal billing, illustrate how they will utilize the information in the EHR to improve care for persons served, and a training plan for their organization by September 30, 2023.
 - b. Quarterly Progress Reports: Quarterly progress reports shall be submitted, including, but not limited to, a narrative on the progress, obstacles, alternative solutions and outcomes.
 - c. Total compensation for this Electronic Health Record activity, Option 1, shall not exceed \$50,000.00 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.
- ii. Option Two: Non-EHR Users
 - a. Contractor shall submit an implementation plan by September 30, 2023 regarding how they will transition to utilizing the SmartCare EHR by June 30, 2024. The plan shall include, at a minimum, an identified Go Live Date, plan on how the current record system will be maintained and utilized, training plan including number of individuals, and additional supports. The Go Live Date must occur by June 30, 2024 to receive final payment. Contractor shall work closely with DBH to identify needs, assignments, collaboration opportunities to transition.
 - b. For Option 2, the Contractor shall not be reimbursed more than \$200,000 split among all current agreements between the Contractor and the County for Medi-Cal billable specialty mental health and substance use disorder services. The total maximum compensation available for this option, shall include costs for maintaining current electronic health record/record system and additional supports and training costs per user. Contractor shall transition both specialty mental health and Drug Medi-Cal programming to the County's EHR and shall be required to use the County's EHR for future eligibility agreements with DBH. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

Exhibit A-1

WHOLE PERSON CARE-LIKE PILOT

SCOPE OF WORK

I. PROJECT DESCRIPTION

California's Whole Person Care-Like (WPCL) Pilot program coordinates physical health, behavioral health, and social services in a person-centered manner with the goal of improved beneficiary health and well-being. Low-income populations are more likely to experience a multitude of physical health, behavioral health, and social needs, requiring individuals to seek care across multiple and fragmented systems. The need for a Whole Person Care approach arose due to unmet social, behavioral health, and physical health needs within vulnerable populations, and from the existing fragmentation of organization and financing of current health and human services systems.

In December 2019, the County of Fresno (County) applied for one-time funding in the amount of \$894,377.20 made possible by the 2019-20 Governor's Budget to initiate WPCL capacity with the intention of utilizing the funds for administrative and programmatic activities specific to high-risk populations, specifically individuals who are experiencing homelessness who have mental illness and/or two or more chronic health conditions.

Contractor shall include, at a minimum, the following services in utilization of this funding:

- System Navigation
- Short-term care coordination
- Intensive care management
- Linkage to housing services and supports
- Homeless prevention/intervention

The Contractor shall provide system navigation to a target population of Penal Code, section 1203 probationers (PC 1203), and Mandatory Supervision (MS) defendants, or as recommended by County, who meet the following criteria:

- Have a mental health diagnosis and chronic physical health condition;
 - Are homeless, or at-risk of homelessness;
 - Have a term of formal probation or MS upon release;
- And have a scheduled release date within 60-90 days of referral.

The WPCL component is new to the Forensic Behavioral Health – Continuum of Care program and involves many partners. Processes are being developed and expected to change to improve service delivery. Contractor shall be flexible and is welcomed to propose improvements and communicate concerns to the County.

II. SERVICES START DATE

The Contractor shall follow the Timeline summarized as follows:

Anticipated Timeline

1. **JULY 2023 – FEB 2025** – Services

Exhibit A-1

- A. Collaborate with County and community partners to review existing information management systems, including Homeless Management Information System (HMIS) and Fresno Community Health Improvement Partnership (FCHIP)'s community health worker network system. Work with CalAIM Managed Care Plan justice-involved Enhanced Care Management (ECM) services and supports.
- B. Distribute updated flyers and brochures reflecting system navigation and referral process.
- C. See "Description of Services" section in following sections

2. **MAR 2025 – JUN 2025** – Evaluation and Report Writing

- A. See "Outcomes" section in following sections

Contractor and Department of Behavioral Health (DBH) shall remain in constant communication with regards to capacity based on funding streams, as well as the need to modify the start-up period earlier or later than anticipated..

III. **TARGET POPULATION**

The target population shall include adults 18 years or older being released from Fresno County Jail (Jail) on PC 1203 probation and MS defendants who meet the following criteria:

- Have a mental health diagnosis and chronic physical health condition;
- Are homeless, or at-risk of homelessness;
- Have a term of formal probation or MS upon release; and,
- Have a scheduled release date within 60-90 days of referral.

Individuals shall be referred for the WPCL navigation program through screening and review by the Probation Department, the Jail health service provider, DBH, and the Contractor.

IV. **LOCATION OF SERVICES**

WPCL services shall be provided in the community setting where the individual is located. This shall include delivering services while the individual is incarcerated at the Jail. Services are expected to be provided at locations that are most convenient for individuals. Telehealth services shall be available, if preferred by the person served, or if there is a public health order to discontinue face-to-face services.

V. **HOURS OF OPERATION**

Hours of operation should meet the needs of the population to be served and take into consideration the 24/7 nature of the Jail facility services. At minimum, services shall be available eight (8) hours a day, five (5) days a week.

VI. **DESCRIPTION OF SERVICES**

The intended benefit of creating the WPCL Pilot program is to establish a navigation system to meet the physical health, behavioral health, social, and housing needs of individuals reentering the community after incarceration.

Exhibit A-1

1. Behavioral Health

- A. Contractor shall ensure that all services are:
- Values-driven, strengths based, individual-driven, and co-occurring capable;
 - Culturally and linguistically competent;
 - Age, culture, gender, and language appropriate;
 - Include accommodations for individuals with physical disability(ies);
 - Include close and constant communication and collaboration between Contractor, the criminal justice system (including the Courts, Public Defender and Probation Department); and,
 - Include evidence-based practices (EBPs) appropriate for the target population.
- B. Methods for service coordination and communication between program and other service providers shall be developed and implemented consistent with FCMHP confidentiality rules.
- C. Contractor shall maintain up to date caseload record of all individuals enrolled in services, and provide individual, programmatic, and other demographic information to DBH.
- D. Contractor shall utilize the Substance Abuse and Mental Health Services Administration (SAMHSA) Risk-Needs-Responsivity (RNR) model to inform and determine level of services to correctly link individuals to services based on their level of needs and risk factors.

2. System Navigation Services

Contractor shall initiate and facilitate outreach and engagement to WPCL-eligible individuals after the Probation Department, DBH, Jail service provider, and Contractor reviews their case for appropriate services. Individual may be in custody or subject to early/unplanned release at time of referral.

- A. Contractor shall apply for a Jail Pass for access to the Jail
- B. Services shall include and are not limited to the following:
- Jail visits to build first-hand familiarity and coordination with the corresponding Jail personnel and understand Jail procedures around visitation;
 - Face-to-face interviews with the suitable candidates for WPCL;
 - Building rapport and therapeutic alliance with individuals;
 - Screening assessments of the primary and priority needs of the individual, as well as strengths and potential natural sources including established family and social supports;
 - Sharing information and collaboration between the WPCL team so that preparations can be made in advance to assist in planning and arranging the preliminary release arrangement. This would include, at a minimum, basic assessment data about the individual's symptoms, needs, medications, housing status, etc.;
 - Engagement – Maintaining contact with the individual while waiting for release. Warm handoff to appropriate mental health and physical health providers;

Exhibit A-1

- System Navigation
 - a. Coordinate post release transportation. Individual shall first be transported to the program for a face-to-face meeting where they shall review screening and linkage plan with the navigation team if one has been completed, or complete one if needed;
 - b. Education regarding behavioral health rights; and,
 - c. Linkage to mental health, physical health, and housing needs.

3. **Housing**

Housing services are vital to provide stability, reduce hospital/Jail returns, and allow for recovery and the building of resiliency. The Contractor shall offer linkages for a variety of housing options for persons served including crisis housing, transitional or low-barrier housing, recovery residence, residential drug treatment, board and care homes, and room and board homes.

4. **Other Collaborative Relationships**

The Contractor shall establish and maintain collaborative relationships with agencies and individuals who have frequent contact with adult that are hospitalized, experiencing homelessness, or incarcerated. Examples of collaborative relationships include but are not limited to local law enforcement agencies, Veterans Administration, Marjorie Mason Center, Fresno County Human Services Departments, Faith-Based Organizations, acute psychiatric facilities, schools, community centers, etc. There may be a need for a Memorandum of Understanding (MOU) or Data Use Agreement between the Contractor and one or more of the community partners if data is to be shared and collected. Health Insurance Portability and Accountability Act (HIPAA) regulations must always be considered and adhered to when discussing protected health information (PHI) with another agency.

5. **County Responsibilities**

- A. Provide oversight and collaborate with Contractor and other County Departments and community agencies to help achieve program goals and outcomes. In addition to contract monitoring of program(s), oversight includes, but is not limited to, coordination with the State Department of Health Care Services (DHCS) in regard to program administration and outcomes.
- B. Assist Contractor in making linkages to the appropriate level of care within the behavioral health system of care to ensure continuity of care. This shall be accomplished through regularly scheduled meetings as well as formal and informal consultation.
- C. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the Contractor staff and shall be available to Contractor for ongoing consultation.
- D. Receive and analyze statistical outcome data from Contractor throughout the term of contract monthly. DBH shall notify the Contractor when additional participation is required. The performance outcome measurement process shall not be limited to survey instruments but shall also include, as appropriate, individual and staff interviews, chart reviews, and other methods of obtaining required information.

Exhibit A-1

- E. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the Contractor's efforts towards cultural and linguistic competency, County shall provide the following at no cost to Contractor:
- Mandatory cultural competency training including sexual orientation and sensitivity training for Contractor personnel, at minimum once per year. County shall provide mandatory training regarding the special needs of this diverse population and shall be included in the cultural competence training(s) if Contractor does not have a similar training in place. Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender (LGBT) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice, and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.
 - Assistance to Contractor in locating appropriate providers who can translate behavioral health and substance use disorder services information into County's threshold languages (English, Spanish, and Hmong). Translation services and costs associated shall be the responsibility of the Contractor.

VII. STAFFING

The staffing plan should be clear and concise and allow for full implementation of all items described in the program. It is expected that the WPCL team shall complete the services and linkages as identified above. Contractor shall be knowledgeable of cultural sensitivity/competency and well versed in community resources.

Staff work schedules shall be responsive to person served needs and shall permit staff to be available at times/locations that are convenient for the person served and/or respond to family members' concerns.

There is no mental health treatment currently offered or anticipated at this program. The staffing plan should include Case Managers, supervision of Case Managers, and additional positions as needed to ensure full implementation of the program. The staffing ratio shall be 1:30 for Case Managers hired for the WPCL team, with a capacity of 60 individuals at any given time.

VIII. PEER SUPPORT RESOURCES

The Contractor recognizes the value of the use of individual directed peer-to-peer support networks. As part of an individual's recovery, a variety of peer activities are made available for persons served. WPCL team shall employ peer support staff who have lived mental health /criminal justice involvement/substance use disorder experience and has a heart to give back as

Exhibit A-1

part of the WPCL team.

IX. AVERAGE CLIENT LENGTH OF STAY

The services to be provided by the WPCL system navigation program are to be short term- lasting less than 90 days- and focused on providing persons served with access to health and social services that promote health, financial, and social well-being in the community. The Contractor is expected to provide case management services for individuals until they have been successfully linked to appropriate services and have begun attending appointments.

X. REPORTING

Contractor shall comply with the following reporting requirements:

1. WPCL Reporting

A. Contractor provide all necessary data to allow DBH to capture all WPCL data for services provided and to meet all DHCS reporting requirements. Data to be collected shall include, but not be limited to, the following:

- General:
 - a. Service refusal rates for all linkage areas: physical health, mental health, substance use disorder and housing;
 - b. Number of needs assessments/screenings administered;
 - c. Number of persons released with health insurance coverage (reactivated Medicaid, private insurance, etc.);
 - d. Rate of linkage to services;
- Physical Health:
 - a. What is the primary chronic physical health condition (diabetes, hypertension, heart condition, etc.);
 - b. Number of linkages to primary care;
 - c. Average number of days between release from incarceration and contact with primary care physician; and,
 - d. Number of individuals who were referred to doctor appointments and didn't go.
- Mental Health and Substance Use Disorder:
 - a. What is the primary mental health diagnosis;
 - b. Number and percentage of persons with substance use disorders;
 - c. Number and percentage of persons who kept their first appointments; and,
 - d. Number and percentage of persons released with psychotropic medications.
- Housing:
 - a. Number of persons discharged to homelessness, a shelter, or unknown address;
 - b. Number of persons enrolled in the Homeless Management Information System (HMIS) program;
 - c. Number of individuals linked to temporary or permanent housing;
 - d. Number of individuals linked to housing in the Metro area; and
 - e. Number of individuals linked to housing in the Rural area.

Exhibit A-1

2. Contractor shall comply with all reporting requests made by DBH. Reporting requirements are subject to change as the program develops.
3. The COUNTY will submit an evaluation and summary within 90 days after the full expenditure of WPCL funding. The report will demonstrate the disposition of funds, types of services provided, and number of individuals who received services related to this one-time funding. Contractor shall assist in the writing of this report by providing data and review on the pilot program.

XI. PERFORMANCE AND OUTCOME MEASUREMENTS

Contractor shall comply with all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. County and Contractor shall use performance outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the service population.

Performance outcome measures shall be tracked on an ongoing basis and used to update the County monthly (by the 10th of the month following the report period). In addition, performance outcome measures are reported to the County annually in accumulative reports for overall program and contract evaluation. Contractor shall work closely with the County to analyze the data and make necessary adjustments to service delivery and reporting requirements before the start of each new fiscal year and at appropriate intervals during the fiscal year.

The following items listed below represent program goals to be achieved by Contractor. The program's success shall be based on the number of goals it can achieve, resulting from performance outcomes. Contractor shall utilize a computerized tracking system with which outcome measures and other relevant individual data, such as demographics, shall be maintained.

Contractor shall collect data about the characteristics of the individuals served and measure service delivery performance indicators in the four Commission on Accreditation of Rehabilitation Facilities (CARF) domains, with at least one performance indicator for each of the four domains. Contractor shall submit annual outcomes on a report template to be provided by the County for each level of care provided.

1. Effectiveness

a. Linkage Objectives/Achievements

- i. Indicator: Percentage of individuals that were linked to each part of their case plan and attended 75% or more of their first appointments.
- ii. Who Applied: A sample of individuals served by the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Provider
- v. Target Goal Expectancy: A minimum of 95% of individuals who complete a screening shall complete at least 75% of treatment plan goals.

b. Successful Completion

- i. Indicator: Percentage of individuals that complete a screening or leave with satisfactory progress.

Exhibit A-1

- ii. Who Applied: Individuals that participated in system navigation services provided by the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Discharge Summaries and Post treatment surveys
- v. Target Goal Expectancy: A minimum of 70% of individuals served shall successfully complete a screening or leave before completion with satisfactory progress.

2. Efficiency

a. Cost per Individual

Costs include all staffing and overhead costs associated with operation of the program.

- i. Indicator: Total program costs compared to the number of unique individuals served.
- ii. Who Applied: Individuals served by the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Provider Data Tool and Financial Records
- v. Target Goal Expectancy: To keep within departmental budgeted costs for the program.

3. Access

a. Length of time from referral to first outreach session offered

- i. Indicator: Percentage of individuals offered an outreach session within 10 business days of their referral.
- ii. Who Applied: A sample of individuals referred to the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Provider
- v. Target Goal Expectancy: 70% of referred individuals shall be offered their first outreach session within 10 business days of their referral.

b. Length of time from Jail release to first mental health referral offered

- vi. Indicator: Percentage of individuals offered a mental health referral within 10 business days of their Jail release.
- vii. Who Applied: A sample of individuals referred to the program.
- viii. Time of Measure: Fiscal Year
- ix. Data Source: Provider
- x. Target Goal Expectancy: 70% of referred individuals shall be offered their first mental health referral within 10 business days of their Jail release.

c. Length of time from Jail release to first substance use disorder referral offered

- xi. Indicator: Percentage of individuals offered a substance use disorder referral within 10 business days of their Jail release.
- xii. Who Applied: A sample of individuals referred to the program.
- xiii. Time of Measure: Fiscal Year
- xiv. Data Source: Provider
- xv. Target Goal Expectancy: 70% of referred individuals shall be offered their first substance use disorder referral within 10 business days of their Jail release.

d. Length of time from Jail release to first physical health appointment offered

- i. Indicator: Percentage of individuals offered their first physical health appointment within 10 business days of Jail release.
- ii. Who Applied: A sample of individuals referred to the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Provider

Exhibit A-1

- v. Target Goal Expectancy: 70% of individuals shall be offered a physical health appointment within 10 business days of Jail release.

e. Length of time from Jail release to the first housing linkage offered

- i. Indicator: Percentage of individuals offered their first housing linkage within 10 business days of their Jail release.
- ii. Who Applied: A sample of individuals referred to the program.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Avatar EHR
- v. Target Goal Expectancy: A minimum of 70% of individuals shall be offered their first housing linkage within 10 business days of their Jail release.

f. Psychiatric Hospitalizations/Incarcerations

- i. Indicator: Percentage of individuals that experience zero psychiatric hospitalizations or incarcerations.
- ii. Who Applied: Individuals that received system navigation services.
- iii. Time of Measure: Fiscal Year
- iv. Data Source: Provider
- v. Target Goal Expectancy: 95% of individuals receiving system navigation services shall experience zero psychiatric hospitalizations or incarcerations.

g. Physical Hospitalizations

- vi. Indicator: Percentage of individuals that experience zero physical hospitalizations.
- vii. Who Applied: Individuals that received system navigation services.
- viii. Time of Measure: Fiscal Year
- ix. Data Source: Provider
- x. Target Goal Expectancy: 95% of individuals receiving system navigation services shall experience zero physical hospitalizations.

4. Satisfaction & Feedback of Persons Served & Stakeholders

Satisfaction Measures are usually orientated towards persons served, family, staff, and stakeholders. The degree to which persons served, the County and other stakeholders are satisfied with services. A performance dimension that describes reports of ratings from persons served about services received from an organization

- i. Objective: To gauge satisfaction of stakeholders and collect data for service planning and quality improvement.
- ii. Indicator: Average percent of stakeholders who complete the survey and response was 'Agree' or 'Strongly Agree' for the following domains: General Satisfaction, Perception of Access, Perception of Quality and Appropriateness, Perception of Treatment Participation, Perception of Outcomes of Services, Perception of Functioning, and Perception of Social Connectedness.
- iii. Who Applied: Individuals who completed the survey in June.
- iv. Time of Measure: Surveys were completed in June.
- v. Data Source: Provider Stakeholder Survey data
- vi. Target Goal Expectancy: The program would like to see a majority of stakeholders satisfied for each domain.

Exhibit A-2

FORENSIC BEHAVIORAL HEALTH – CONTINUUM OF CARE

SCOPE OF WORK – Department of State Hospital Diversion Services

CONTRACTOR: Turning Point of Central California, Inc. (Turning Point)

SCOPE OF WORK TERM: July 1, 2023 – June 30, 2024

I. **BACKGROUND**

Under Assembly Bill (AB) 1810 and Senate Bill (SB) 215, pre-trial diversion allows for community-based mental health services treatment in lieu of trial and sentencing by a jury or judge for those individuals diagnosed with a mental health disorder, which played a significant role in the charged offense. The increasing number of incompetent to stand trial (IST) individuals has also created long wait lists for restoration services at Department of State Hospitals (DSH) placements, and many of these individuals remain incarcerated and decompensate. For counties who have transferred large number of individuals with felony crimes from county jails to a state hospital for IST services, DSH released one-time funding to implement AB 1810 pre-trial diversion program services and connect these individuals to local mental health treatments and supportive services.

From September 22, 2020 – June 30, 2022, the contracted provider Turning Point operated the Forensic Behavioral Health Diversion Program (Diversion Program) to provide services to AB 1810 DSH participants. The County has decided to combine these services into the Forensic Behavioral Health Continuum of Care (FBH-COC).

DSH has contracted with the Department of Behavioral Health (DBH) to extend the available funding into Fiscal Year 2023-24.

Contractor shall provide all services in accordance with the rules and regulations of AB 1810, SB 215, Penal Code (PC) Sections 1001.35 and 1001.36, Welfare and Institutions Code (W&IC) Section 4361, and Title 9 of California Code of Regulations, Sections 1810.226 and 3615.

The FBH-COC DSH funding will continue to include the following levels of care: Assertive Community Treatment (ACT) and Full-Service Partnership (FSP).

Contract shall include, at a minimum, the following services in all levels of care to DSH funding eligible persons:

- Mental health treatment
- Substance use disorder treatment
- Medication support
- Case management
- Crisis intervention
- Housing support
- Peer support
- Criminal justice support
- Educational and vocational services
- Rehabilitative services
- Transportation services
- Assistance with child services
- Medi-Cal enrollment

Exhibit A-2

- SSI or SSDI enrollment
- Anger management
- Faith-based support
- Food support
- Outreach and engagement

II. SERVICES START DATE

Services shall begin on July 1, 2023. There is not a ramp-up period for this program due to persons served transitioning to a program run by the same provider.

III. TARGET POPULATION

The population for the FBH-COC expansion will be partially funded by DSH AB1810 diversion funds, Mental Health Services Act (MHSA), Medi-Cal Federal Financial Participation. Individuals will be referred for mental health diversion and evaluated for eligibility and suitability by the Mental Health Diversion Court team. Only individuals that are found eligible and suitable for FBH-COC by the court judicial process will be enrolled.

Individuals that can be funded by DSH AB1810 funds must meet the criteria identified in statutory regulations of W&IC 4361, sub. (c)(1)(A)-(C) which includes the following:

- Adult (age 18 and older);
- Felony offense;
- Must have a primary diagnosis of one of the following:
 - Schizophrenia
 - Schizoaffective Disorder
 - Bipolar Disorder
- The crime that qualifies the individual for diversion must be connected to the primary diagnosis; and
- Symptoms of their mental illness must have contributed significantly to their commitment of the offense.

The individuals who meet criteria under the DSH funding must be tracked separately in order to meet DSH reporting requirements for fiscal, data and outcomes collection. An individual must remain in the program for a minimum of 30 days or successfully complete the program to be reportable under the DSH funding.

This proposal is intended to detail costs and services provided to 30 FSP/ACT persons served at any given time. The program will serve, at any given time, 20% at Tier I (ACT) and 80% at Tier II (FSP). The program will provide a range of services that will be tailored to each individual's needs for service type, intensity and duration.

The SAMHSA Risk-Needs-Responsivity (RNR) model identifies that this target population needs specialized treatment approaches that are dependent upon the needs/risk of each individual – both psychiatric and criminogenic. Persons served will therefore be assigned to one of two primary levels of care upon completion of the intake/assessment: ACT and FSP. Within each level are additional sub-levels that specifically focus treatment on the achievement of competencies and milestones that form the building blocks to ensure that the individual gradually builds and maintains earned progress in treatment. In this way, treatment is continually meeting the individual where

Exhibit A-2

they are, and providing the necessary scaffolding to help them improve functioning and life satisfaction.

IV. LOCATION OF SERVICES

Contractor shall provide location of services detailed in Exhibit A.

V. HOURS OF OPERATION

Contractor shall abide by "HOURS OF OPERATION" section in Exhibit A.

Services are available at all levels of care outside of regular working hours as needed.

VI. DESCRIPTION OF SERVICES

Contractor shall provide all of the services detailed in Exhibit A

VII. STAFFING

Contractor shall provide all of the staffing as detailed in Exhibit A

VIII. PEER SUPPORT RESOURCES

Contractor shall provide all of the resources as detailed in Exhibit A

IX. REPORTING

Contractor shall comply with reporting requirements stated in Exhibit A and the following reporting requirements:

1. DSH Reporting
 - A. DSH has outlined specific reporting requirements. Contractor shall provide the following reporting for all individuals meeting criteria to be funded by DSH.
 - i. Contractor shall assist County's DBH in submission of a compilation of DSH Grant pre-trial diversion expenditures on a bi-annual basis, 60 days after the end of July and December of each fiscal year.
 - ii. Contractor shall complete and submit the following required data to the assigned Staff Analyst via email and DBHContractedServicesDivision@fresnocountyca.gov monthly by the 20th. Contractor shall identify any data in the data set subject to the rules of 42 Code of Federal Regulations part 2 upon submission to DBH. The data collection process shall capture, but is not limited to, the following data elements:
 - a. The number of individuals that the Court ordered to post-booking diversion and the length of time for which the defendant has been ordered to Felony Mental Health Diversion (Diversion).
 - b. The number of individuals originally declared IST on felony charges that the Court ultimately ordered to Diversion.
 - c. The number of individuals participating in Diversion.
 - d. The name, social security number, date of birth, and demographics of each individual participating in Diversion.

Exhibit A-2

- e. The length of time in Diversion for each participating individual.
 - f. The types of services and supports provided to each individual participating in Diversion.
 - g. The number of days each individual was in jail prior to placement in Diversion.
 - h. The number of days that each individual spent in each level of care facility.
 - i. The diagnoses of each individual participating in Diversion.
 - j. The nature of the charges for each individual participating in Diversion.
 - k. The number of individuals who completed Diversion.
 - l. The name, social security number and birthdate of each individual who did not complete Diversion and the reasons for not completing Diversion.
- iii. Contractor shall report of any absent without leave (AWOL) individuals from program to DBH as well as any Special Incident that occurs within 48 hours of the incident. Reports will be submitted by emailing the assigned Staff Analyst with a cc to DBH Contracted Services. A "Special Incident" is a significant patient occurrence or any event which has the potential of adversely affecting the operation of the program. The following occurrences qualify as Special Incidents:
- a. Suicide or attempt;
 - b. Death or serious injury of, or by, patient;
 - c. Criminal behavior (including arrests, with or without conviction);
 - d. Any incident which may result in public or media attention to the program.
2. Contractor shall comply with all reporting requests made by DBH. Reporting requirements are subject to change as the program develops.

X. PERFORMANCE AND OUTCOME MEASUREMENTS

Contractor shall provide all of the performance and outcome measurements as detailed in Exhibit A.

Exhibit B

DRUG MEDI-CAL INTERGOVERNMENTAL AGREEMENT REQUIREMENTS

Fresno County, through the Department of Behavioral Health, makes substance use disorder treatment services available throughout the county to Medi-Cal eligible persons served through funds provided under an Intergovernmental Agreement with the California Department of Health Care Services. The County, and all contracted providers, must comply with the terms of the Intergovernmental Agreement, and any amendments thereto, including but not limited to the following:

1. STATE ALCOHOL AND DRUG REQUIREMENTS

A. INDEMNIFICATION

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

B. INDEPENDENT CONTRACTOR

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

C. CONTROL REQUIREMENTS

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

D. CONFIDENTIALITY

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

E. REVENUE COLLECTION POLICY

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

F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

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

Exhibit B

G. ACCESS TO SERVICES

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

H. REPORTS

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

I. AUDITS

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

J. RECORDS MAINTENANCE

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

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

2. FEDERAL CERTIFICATIONS

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

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

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

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

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

Exhibit B

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

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

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

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

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

3. SMOKING PROHIBITION REQUIREMENTS

CONTRACTOR shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Section 6081, et seq.), and with California Labor Code Section 6404.5, the California Smoke-Free Workplace Law.

4. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY

CONTRACTOR shall conform to all Federal statutes and regulations prohibiting trafficking in persons, as well as trafficking-related activities, including, but not limited to the trafficking of persons provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as amended by Section 1702.

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

- A) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B) Procure a commercial sex act during the period of time that the award is in effect; or
- C) Use forced labor in the performance of the award or subawards under the award.

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

Exhibit B

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).

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

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

5. UNLAWFUL USE OF DRUGS AND ALCOHOL OR UNLAWFUL USE MESSAGES

CONTRACTOR shall ensure that information produced with Federal funds pertaining to drug and alcohol related programs contains a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, CONTRACTOR shall ensure that no aspect of the program includes any message in materials, curricula, teachings, or promotion of the responsible use, if the use is unlawful, of drugs or alcohol pursuant to Health and Safety Code (HSC) 11999-11999.3.

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

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

6. CONFIDENTIALITY OATH

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

7. CONTROL REQUIREMENTS

Performance under this Agreement is subject to all applicable Federal and State laws, regulations and standards. CONTRACTOR shall establish written accounting procedures consistent with applicable Federal and State laws, regulations and standards, and shall be held accountable for audit exceptions taken by the State or COUNTY for failure to comply with these requirements.

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

- A. HSC, Division 10.5, commencing with Section 11760;
- B. California Code of Regulations (CCR), Title 9, Division 4, Chapter 8, commencing with Section 13000;
- C. Government Code Section 16367.8

Exhibit B

- D. 42, CFR, Sections 8.1 through 8.6.
- E. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- F. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).
- G. 31 U.S.C. sections 7501-7507 (Single Audit Act of 1984; Single Audit Act Amendments of 1996);
- H. 2CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and

CONTRACTOR shall be familiar with the above requirements and must incorporate these requirements into written policies and procedures, as applicable.

8. CULTURALLY COMPETENT SERVICES

CONTRACTOR shall ensure equal access to quality care by diverse populations by adopting the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and complying with 42 CFR 438.206(c)(2). CONTRACTOR's policies, procedures, and practices must be consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. CONTRACTOR shall promote the delivery of services in a culturally competent manner to all persons served, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

9. ADA CONSIDERATIONS

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

10. ADDITIONAL INTERGOVERNMENTAL AGREEMENT RESTRICTIONS

This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

11. NULLIFICATION OF DMC-ODS SERVICES

The parties agree that failure of COUNTY, or CONTRACTOR, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of the State-County Intergovernmental Agreement for cause. In the event of a breach, the DMC-ODS services shall terminate. The COUNTY shall immediately begin providing DMC services to the person served in accordance with the State Plan.

12. HATCH ACT

CONTRACTOR shall comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

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13. **LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES**

CONTRACTOR is prohibited from using funds made available through this Agreement for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

14. **NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, CONTRACTOR shall not unlawfully discriminate against any person.

15. **FEDERAL LAW REQUIREMENTS**

CONTRACTOR shall comply with the following Federal law requirements:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- B. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
- C. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- D. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- E. Age Discrimination in Employment Act (29 CFR Part 1625).
- F. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- G. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- H. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- I. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- J. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- K. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- L. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

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- M. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

16. STATE LAW REQUIREMENTS

CONTRACTOR shall comply with the following State law requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8, commencing with Section 10800.
- D. No state or Federal funds shall be used by COUNTY, or CONTRACTOR, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by CONTRACTOR, or CONTRACTOR, to provide direct, immediate, or substantial support to any religious activity.
- E. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

17. INVESTIGATIONS AND CONFIDENTIALITY OF ADMINISTRATIVE ACTIONS

COUNTY acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend CONTRACTOR from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about CONTRACTOR's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The COUNTY is to withhold payments from a DMC provider during the time a Payment Suspension is in effect. COUNTY has executed a Confidentiality Agreement that permits DHCS to communicate with COUNTY concerning CONTRACTOR(S) that are subject to administrative sanctions.

18. COUNSELOR CERTIFICATION

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

19. ADMISSION DISCRIMINATION

CONTRACTOR shall accept individuals eligible for admission in the order in which they apply without restriction, up to the limits set under the State-County Intergovernmental Agreement. CONTRACTOR shall not, based on health status or need for health care services, discriminate against individuals eligible for admission. CONTRACTOR shall follow all Federal and State civil rights laws. CONTRACTOR shall not unlawfully discriminate, exclude people, or treat

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them differently, on any ground protected under Federal or State law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status,, gender, gender identity, or sexual orientation and will not use any policy or practice that has the effect of discriminating on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. CONTRACTOR shall ensure that persons served that meet medical necessity for Medication Assisted Treatment (MAT) receive the same access to care as non-MAT persons served.

CONTRACTOR shall provide information on how to file a Discrimination Grievance with COUNTY or DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. CONTRACTOR shall also provide information on how to file a Discrimination Grievance with the United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

20. SUBCONTRACTUAL REQUIREMENTS

CONTRACTOR shall fulfill contractual requirements of delegated services or activities in accordance with 42 CFR §438.230 and shall perform the delegated activities and reporting responsibilities in compliance with COUNTY's State-County Intergovernmental Agreement obligations. CONTRACTOR shall comply with all applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and contract provisions.

CONTRACTOR shall not bill persons served for covered services under this agreement in excess of the amount that would be owed by the individual if the COUNTY had directly provided the services (42 U.S.C. 1396u-2(b)(6)(C)).

21. INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES

CONTRACTOR agrees that COUNTY, DHCS, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of CONTRACTOR, or of the CONTRACTOR's sub-contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under COUNTY's contract with DHCS. CONTRACTOR shall make available, at any time, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid enrollees. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

22. GRIEVANCE

CONTRACTOR shall comply with Grievance procedures set forth in the State-County Intergovernmental Agreement, the Provider Manual and the Member Handbook.

CONTRACTOR shall make the following grievance information available to all persons served:

A. Perons Served's right to a State Fair Hearing and how to obtain a hearing as well as representation rules.

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- B. Person Served's right to file grievances and appeals, including the requirements and timeframes for filing.
- C. Person Served's right to give written consent to allow CONTRACTOR or legal representative, acting on behalf of the person served, to file an appeal.
- D. Person Served may file a grievance orally or in writing to DHCS or COUNTY.
- E. The availability of assistance with filing grievances and appeals.
- F. The toll-free number to file oral grievances and appeals.
- G. Person Served's right to request continuation of benefits during an appeal or state fair hearing filing although the person served may be liable for the cost of any continued benefits if the action is upheld.
- H. Any state determined contractor's appeal rights to challenge the failure of the COUNTY to cover a service.

23. GREIVANCE AND APPEALS RECORDKEEPING REQUIREMENTS

CONTRACTOR shall retain person served grievance and appeal records as referenced in 42 CFR §438.416, for a period of no less than ten (10) years. Person served grievance and appeal data shall include a general description of the reason for the grievance or appeal, the date the grievance or appeal was received, the date of each review or, if applicable, review meeting, the resolution and date of resolution at each level of the grievance or appeal and the name of the covered person for whom the grievance or appeal was filed. The record must be accurately maintained in a manner accessible to DHCS and available upon request to CMS.

24. PERSON SERVED INFORMING AND TRANSLATION SERVICES

CONTRACTOR shall make written and verbal information available to persons served in their language of choice.

Written material: CONTRACTOR shall use COUNTY's written/translated materials that are critical to obtaining services, including the provider directory, member handbook, appeal and grievance notices, and denial and termination notices, available in the prevalent non-English languages. All other CONTRACTOR specific written materials must be made available in the prevalent non-English languages. CONTRACTOR shall ensure that written materials use easily understood language and format, use a font size no smaller than 12-point, and are made available in alternative formats upon request of the potential person served or person served at no cost. Written materials shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of COUNTY's member/customer service unit. Written materials for potential and current persons served shall include language taglines in at least the top sixteen (16) non-English languages spoken by individuals with limited English proficiency of the State, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. Large print means in a font size no smaller than 18 point.

Auxiliary aids: CONTRACTOR shall ensure auxiliary aids and services in an appropriate manner that takes into consideration the special needs of persons served or potential

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persons served with disabilities or limited English proficiency shall be made available upon request of the potential person served or person served at no cost.

Interpretation services: CONTRACTOR shall make interpretation services available free of charge and in a timely manner to each person served. This includes oral interpretation and the use of auxiliary aids (such as TTY/TDY and American Sign Language) and services including qualified interpreters for individuals with disabilities. Oral interpretation requirements apply to all non-English languages, not just those that DHCS identifies as prevalent. Pursuant to WIC 14029.91(a)(1)(B), Oral interpretation services shall be provided by an interpreter that, at a minimum, meets all the following qualifications:

- A. Demonstrated proficiency in speaking and understanding both spoken English and the language spoken by the limited-English-proficient person served;
- B. The ability to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the limited-English-proficient person served and English, using any necessary specialized vocabulary, terminology, and phraseology; and
- C. Adherence to generally accepted interpreter ethics principles, including client confidentiality.

CONTRACTOR shall notify its persons served and prospective persons served that oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English free of cost and how to access those materials. This may include, but is not limited to qualified interpreters and information written in other languages. CONTRACTOR shall notify persons served that auxiliary aids and services are available upon request, at no cost and in a timely manner for non-English speaking/reading/writing persons served and persons served with disabilities. Free aides and services to people with disabilities to help them communicate better may include, but are not limited to, qualified sign language interpreters and written information in other formats (e.g. large print, audio, accessible electronic formats, and other formats). CONTRACTOR shall notify persons served how to access these services.

Pursuant to 14029.91(a)(1)(C), CONTRACTOR shall not require a person served with limited English proficiency to provide his or her own interpreter or rely on a staff member who does not meet the qualifications described above.

CONTRACTOR shall not rely on an adult or minor child accompanying the limited-English-proficient person served to interpret or facilitate communication except under the circumstances described in WIC Section 14029.91(a)(1)(D) for emergencies and upon request that the accompanying adult provide assistance.

Pursuant to 45 CFR 92.201, CONTRACTOR shall not require a person served with limited English proficiency to accept language assistance services.

CONTRACTOR shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top sixteen (16) non-English languages in the State (as determined by DHCS) as well as large print, explaining the availability of free language assistance services, including written translation and oral interpretation to understand the information provided, and the toll-free and TTY/TDY telephone number of CONTRACTOR's member/customer service unit, as follows:

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- A. In all conspicuous physical locations where CONTRACTOR interacts with the public;
- B. In a conspicuous location on CONTRACTOR's website that is accessible on CONTRACTOR's home page, and in a manner that allows persons served and prospective persons served to easily locate the information; and
- C. In all significant communications and significant publications targeted to persons served, enrollees, applicants, and members of the public, except for significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

CONTRACTOR shall post a DHCS-approved nondiscrimination statement and language taglines in a least the top two non-English languages in the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of CONTRACTOR's member/customer service unit, as follows:

- A. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures; and
- B. CONTRACTOR's nondiscrimination notice, nondiscrimination statement, and language taglines must be in a conspicuously visible font size no smaller than 12-point. Any large print tagline required must be in a font size no smaller than 18-point and must include information on how to request auxiliary aides and services, including the provision of the materials in alternative formats.

25. MEMBER HANDBOOK

CONTRACTOR shall utilize COUNTY developed member handbook and issue to persons served at intake. Member handbooks can also be made available by mailing a printed copy of the information to the person served's mailing address, emailing after obtaining the person served's agreement to receive information by email, providing direction in paper or electronic form to the COUNTY website or any other method that can reasonably be expected to result in the person served receiving that information.

26. TIMELY ACCESS REQUIREMENTS

CONTRACTOR shall meet DHCS and COUNTY standards for timely access to care and services, taking into account the urgency of the need for services. CONTRACTORs must offer hours of operation that are no less than the hours of operation offered to commercial persons served or comparable to Medicaid FFS, if CONTRACTOR services only Medicaid persons served. Timeliness standards include, but are not limited to:

- A. Initial contact to first face-to-face appointment – 10 business days
- B. Initial contact to first dose of NTP – 3 business days
- C. Timeliness of services for Urgent Conditions – 1 business day

CONTRACTOR shall ensure that medical attention for emergency and crisis medical conditions are provided immediately.

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27. CARE COORDINATION

CONTRACTOR and COUNTY shall comply with the care and coordination requirements of the State-County Intergovernmental Agreement, Exhibit A, Attachment I, II.E.3. CONTRACTOR shall ensure that each person served has an ongoing source of care appropriate to his or her needs and shall ensure a person or entity within their organization is formally designated as primarily responsible for coordinating the services accessed by the person served. The person served shall be provided information on how to contact their case manager. CONTRACTOR shall coordinate services between levels of care, with services the person served receives from any other managed care organization and the services the person served receives from community and social support providers. Care coordination efforts shall be accurately documented in person served's chart to be verified during COUNTY chart audits conducted at least annually.

CONTRACTOR shall make a best effort to conduct an initial screening of each person served's ancillary needs, within thirty (30) calendar days of the effective date of admission for all new persons served, including subsequent attempts if the initial attempt to contact the person served is unsuccessful.

CONTRACTOR shall ensure that it maintains and shares, as appropriate, a person served health record in accordance with professional standards.

CONTRACTOR shall ensure that in the process of coordinating care, each person served's privacy is protected in accordance with the privacy requirements in 45 CFR parts 160 and 164 subparts A and E and 42 CFR Part 2, to the extent that they are applicable.

CONTRACTOR shall ensure that persons served are aware of and are referred to, when appropriate, recovery supports and services immediately after discharge or upon completion of an acute care stay.

28. AUTHORIZATION OF SERVICES

CONTRACTOR shall adhere to COUNTY's written policies and procedures, outlined in the Provider Manual, for authorization of services.

29. PERFORMANCE IMPROVEMENT PROJECTS

CONTRACTOR shall assist, when requested by COUNTY, in developing and reviewing annual Performance Improvement Projects including but not limited to identifying a clinical and a non-clinical problem, brainstorming causes and barriers, implementation of interventions for the identified problems, and analysis of interventions. CONTRACTOR shall assist in planning and initiation of activities for increasing or sustaining improvement.

30. CONTRACTOR DMC CERTIFICATION

DMC certified contractors must revalidate DMC certification with DHCS every five (5) years. Failure to revalidate DMC certification within 120 days following the expiration of every five (5) year period will result in contract termination. COUNTY shall terminate CONTRACTOR immediately upon notification from DHCS that the CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of CONTRACTOR and shall notify affected

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person served. CONTRACTOR shall ensure enrollment with DHCS as a Medicaid provider consistent with the provider disclosure, screening and enrollment requirements.

DMC certified CONTRACTORS shall be subject to continuing certification requirements at least once every five years. DHCS may allow the CONTRACTOR to continue delivering covered services to person served at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances. DHCS shall conduct unannounced certification and recertification site visits at clinics pursuant to W&I Code, Section 14043.7.

31. PROGRAM INTEGRITY REQUIREMENTS

CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse. CONTRACTOR shall maintain written policies, procedures, and standards of conduct that articulate CONTRACTORS commitment to comply with all applicable requirements and standards under the State-County Intergovernmental Agreement, and all applicable Federal and State requirements. CONTRACTOR shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance.

CONTRACTOR shall provide reports to COUNTY within 60 calendar days when it has identified an overpayment. COUNTY shall provide a mechanism for reporting and collecting overpayment.

CONTRACTOR shall retain information regarding data, information, and documentation for person served encounter data specified in 42 CFR §§438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years.

CONTRACTOR shall ensure sites keep a record of persons served being treated at that location.

CONTRACTOR shall not knowingly have a relationship with a director, officer or partner of CONTRACTOR, a subcontractor of CONTRACTOR, a person with beneficial ownership of five (5) percent or more of CONTRACTOR's equity or a network provider or person with an employment, consulting or other arrangement with the CONTRACTOR for the provision of items and services that are significant and material to the CONTRACTOR's obligations under this Agreement with the following:

A. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

B. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2, Section 101, of a person described above.

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CONTRACTOR shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program under section 1128 or 1128A of the Act.

32. CONTRACTOR SPECIFICATIONS

CONTRACTOR shall ensure that professional staff shall be licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. CONTRACTOR shall ensure that professional staff (LPHAs) receive a minimum of five (5) hours of continuing education related to addiction medicine each year. Copies of these certifications and licenses shall be maintained in staff's personnel files and records shall be made available to COUNTY upon request.

CONTRACTOR shall ensure that non-professional staff receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files. Registered and certified SUD counselors shall adhere to all requirements in Title 9, Chapter 8.

33. CREDENTIALING/RE-CREDENTIALING

CONTRACTOR shall follow the COUNTY's established credentialing and re-credentialing process for all licensed and/or certified staff. Initial credentialing must be completed prior to providing treatment services. Re-credentialing must be completed every three (3) years.

34. MEDICAL DIRECTOR REQUIREMENTS

CONTRACTOR's Medical Director must, prior to the delivery of services under this Contract, be enrolled with DHCS under applicable state regulations, screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this Agreement, and have a signed Medicaid provider agreement with DHCS as required by 42 CFR 431.107.

Medical Directors shall receive a minimum of five (5) hours of continuing medical education related to addiction medicine annually.

35. ASAM REQUIREMENTS

CONTRACTOR shall use COUNTY's American Society of Addiction Medicine (ASAM) criteria assessment and re-assessment tools to determine the person served's level of care. CONTRACTOR shall ensure that assessment of services for adolescents will follow the ASAM adolescent treatment criteria.

CONTRACTOR and CONTRACTOR's staff shall comply with obtaining ASAM Criteria training prior to providing services. CONTRACTOR shall ensure that, at minimum, staff conducting assessments complete the two e-Training modules entitled "ASAM Multidimensional Assessment", "From Assessment to Service Planning and Level of Care" and "Introduction to the ASAM Criteria". CONTRACTOR shall maintain records of ASAM trainings in personnel files and will make these records available to COUNTY upon request.

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Residential care CONTRACTORS must meet the established ASAM criteria for each level of residential care provided and receive an ASAM Designation prior to providing DMC-ODS services.

36. MEDICAL NECESSITY

CONTRACTOR shall ensure that an initial medical necessity determination, for an individual to receive a DMC-ODS benefit, is performed through a face-to-face review or telehealth by a Medical Director or a LPHA. If a person served's assessment and intake information are completed by a counselor through a face-to-face review or telehealth, the Medical Director or LPHA shall evaluate each person served's assessment and intake information with the counselor to establish whether that person served meets medical necessity criteria. The ASAM Criteria shall be applied to determine placement into the level of assessed services.

CONTRACTOR shall ensure that all ADULT persons served receive at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders. After establishing a diagnosis and documenting the basis for diagnosis, the American Society of Addiction Medicine (ASAM) Placement Criteria shall be applied by the diagnosing individual to for placement into the correct level of care.

CONTRACTOR shall periodically as directed by COUNTY, and at a minimum of every six (6) months, reassess for continued medical necessity of an ongoing treatment. The reassessment determination must be documented by the Medical Director, licensed physician or LPHA as clinically appropriate.

OTP/NTP CONTRACTOR shall periodically as directed by COUNTY, and at a minimum within two (2) years from admission and annually thereafter, reassess for continued medical necessity of an ongoing treatment and determine that those services are still clinically appropriate for that individual.

For Medical Necessity definition and Assessment and Reassessment timeframes CONTRACTOR shall refer to the Provider Manual.

Individuals under age 21 are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, persons served under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS shall override any EPSDT requirements. Medical necessity for an adolescent individual (an individual under the age of 21) is determined using the following criteria:

- A. The adolescent individual may be assessed to be at-risk for developing a SUD based on the following criteria:
 - 1) Substance use does NOT meet the minimum diagnosis criteria per the DSM 5; and
 - 2) Reports of experimental or early-phase substance use, associated biopsychosocial risk factors, and information gathered from the full ASAM assessment and the At-Risk Determination Tool indicate risk of developing an SUD.

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- B. The adolescent individual must meet the ASAM adolescent treatment criteria.

37. MEDI-CAL ELIGIBILITY VERIFICATION

CONTRACTOR shall be responsible for verifying the Medi-Cal eligibility of each person served for each month of service prior to billing for DMC services for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal person served are described in the DHCS DMC Provider Billing Manual at the following web address and by this reference incorporated herein.

https://www.dhcs.ca.gov/services/Documents/SUD%20-%20DMC%20Billing%20Manual/DMC_Billing_Manual_2019%20Final.pdf

38. OTHER HEALTH COVERAGE BILLING REQUIREMENTS

In the event that a person served has Other Health Coverage (OHC), CONTRACTOR shall bill the OHC prior to billing DMC to receive either payment from the OHC, or a notice of denial from the OHC indicating that either the recipient's OHC coverage has been exhausted or that the specific service is not a benefit of the OHC.

39. DMC REIMBURSEMENT RATE SETTING

CONTRACTOR shall submit financial and service data to COUNTY on an annual basis in a format provide by, and by a deadline set by, COUNTY for reimbursement rate setting purposes. COUNTY shall approve contractor-specific reimbursement rates for each modality except NTPs. CONTRACTORS that do not comply with the requirements of the rate setting process will be considered out of compliance with contractual requirements and will not receive annual reimbursement rates CONTRACTORS that are non-compliant are subject to contract termination.

Annual reimbursement rates for NTP services shall be set by DHCS pursuant to the process set forth in W&I Code, Section 14021.51. NTP CONTRACTOR shall submit cost reports to DHCS.

40. DMC CERTIFICATION AND ENROLLMENT

Prior to delivering SUD services CONTRACTOR shall obtain any licenses, registrations, DMC certifications or approval to operate a SUD program or provide a covered service in accordance with applicable laws and regulations. CONTRACTOR shall continuously maintain any licenses, registrations, DMC certifications or approval to operate a SUD program or provide a covered service in accordance with applicable laws and regulations for the duration of this Contract. CONTRACTOR and any subcontractors shall comply with the following regulations and guidelines:

- A. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
- B. Title 22, Sections 51490.1(a);
- C. Exhibit A, Attachment I, Article III.PP – Requirements for Services;
- D. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; and

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E. Title 22, Division 3, Chapter 3, sections 51000 et. seq.

41. PERINATAL CERTIFICATION REQUIREMENTS

CONTRACTORS of perinatal DMC services shall be properly certified to provide these services and comply with the applicable requirements below:

- A. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.
- B. Perinatal services shall include:
 - 1) Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792);
 - 2) Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment);
 - 3) Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and
 - 4) Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).
- C. Medical documentation that substantiates the person served's pregnancy and the last day of pregnancy shall be maintained in the person served file.

42. YOUTH TREATMENT GUIDELINES

CONTRACTOR shall follow the "Youth Treatment Guidelines," available at the DHCS web address at: <http://www.dhcs.ca.gov/individuals/Pages/youthSUDservices.aspx> and by this reference incorporated herein, in developing and implementing youth treatment programs funded under this Agreement until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

43. CONTRACTOR CHANGE IN SERVICE OR LOCATION

CONTRACTOR shall ensure that any reduction of covered services or relocations are not implemented until approval is issued by DHCS. CONTRACTOR must submit a new DMC certification application to the DHCS Provider Enrollment Division (PED). The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

CONTRACTOR shall notify COUNTY when its license, registration, certification, or approval to operate a SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.

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44. MEDICATION ASSISTED TREATMENT

CONTRACTORS that do not provide medication assisted treatment shall have procedures for linkage/integration for persons served requiring medication assisted treatment. CONTRACTOR staff will regularly communicate with physicians of person served who are prescribed these medications unless the person served refuses to consent to sign 42 CFR part 2 Compliant Releases of Information for this purpose.

45. EVIDENCE BASED PRACTICES (EBP)

CONTRACTOR shall implement Motivational Interviewing and at least two EBPs prescribed by DHCS based on the timeline established by COUNTY as outlined in the Provider Manual. The two additional required EBPs may be selected from the following: Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education. Three EBPs shall be utilized per service modality. COUNTY and DHCS will monitor the implementation and regular training of EBPs to staff during reviews. CONTRACTOR shall ensure that staff are internally monitored for training, quality of delivery and fidelity of Evidence Based Practices.

46. COORDINATION AND CONTINUITY OF CARE WITH MANAGED CARE PLANS

CONTRACTOR shall coordinate with the Managed Care Plans, Anthem and CalVIVA Health, when appropriate, for comprehensive physical and behavioral health screening and collaborative treatment planning. COUNTY shall maintain MOUs with the managed care plans to facilitate person served care coordination and will monitor CONTRACTORS with regard to the effectiveness of physical health care coordination.

47. POSTSERVICE POSTPAYMENT AND POSTSERVICE PREPAYMENT (PSPP)

DHCS shall conduct Postservice Postpayment and Postservice Prepayment (PSPP) Utilization Reviews of contracted DMC providers to determine whether the DMC services were provided. DHCS shall issue the PSPP report to the COUNTY with a copy to CONTRACTOR. CONTRACTOR shall ensure any deficiencies are remediated and COUNTY shall attest the deficiencies have been remediated.

All CONTRACTOR shall submit a COUNTY-approved corrective action plan (CAP) to DHCS within 60 days of the date of the PSPP report. CONTRACTOR(S) that do not comply with the CAP submittal requirements or fail to implement the approved CAP provisions within the designated timeline are subject to payment withholding until compliance is determined.

48. DRUG SCREENING

Where drug screening by urinalysis is deemed medically appropriate, CONTRACTOR shall establish procedures which protect against the falsification and/or contamination of any urine sample and document urinalysis results in the person served's file.

49. TREATMENT RECORDING REQUIREMENTS

CONTRACTOR shall comply with the requirements outlined in the Intergovernmental Agreement, Exhibit A, Attachment I, Section PP, regarding admission,

Exhibit B

assessment, person served record, medical necessity and diagnosis, physical examination, treatment plan, sign-in sheets, progress notes, continuing services, and discharge.

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

If any of the work performed under this Agreement is subject to the HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the State County Intergovernmental Agreement, DHCS, COUNTY and CONTRACTOR shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

A. Trading Partner Requirements

1) No Changes: CONTRACTOR hereby agrees that for the personal health information (PHI), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal Health and Human Services Transaction Standard Regulation [45 CFR Part 162915(a)].

2) No Additions: CONTRACTOR hereby agrees that for PHI, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation [45CFR Part 162.915 (b)].

3) No Unauthorized Uses: CONTRACTOR hereby agrees that for PHI, it shall not use any code or data elements that are marked "not used" in the in the HHS Transactions Implementation specification or are not in the HHS Transaction Standard's implementation specification [45CFR Part 162.915 (c)].

4) No Changes to Meaning or Intent: CONTRACTOR hereby agrees that for PHI, it shall not change the meaning or intent of the HHS Transaction Standard's implementation specification [45CFR Part 162.915 (d)].

B. Concurrence for Test Modifications to HHS Transaction Standards

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

C. Adequate Testing

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

D. Deficiencies

The CONTRACTOR agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled CONTRACTOR if the COUNTY is acting as a clearinghouse for that CONTRACTOR. If the CONTRACTOR is a clearinghouse, the CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled CONTRACTORS for which they provide clearinghouse services.

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E. Code Set Retention

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

F. Data Transmission Log

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

51. PARITY IN MENTAL HEALTH AND SUBSTANCE USE DISORDER BENEFITS

A. General Parity Requirement

CONTRACTOR shall not impose any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the State-County Contract.

CONTRACTOR shall not apply any financial requirement or treatment limitation to substance use disorder services in any classification of benefit that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification of benefit furnished to person served (whether or not the benefits are furnished by the CONTRACTOR). (42 CFR 438.910(b)(1))

CONTRACTOR shall provide substance use disorder services to person served in every classification in which medical/surgical benefits are provided. (42 CFR 438.910(b)(2))

B. Quantitative Limitations

CONTRACTOR shall not apply any cumulative financial requirement for substance use disorder services in a classification that accumulates separately from any established for medical/surgical services in the same classification. (42 CFR 438.910(c)(3))

C. Non-Quantitative Limitations

CONTRACTOR shall not impose a non-quantitative treatment limitation for substance use disorder benefits in any classification unless, under the policies and procedures of CONTRACTOR as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the non-quantitative treatment limitation to substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification. (42 CFR §438.910(d))

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52. CONTRACTOR shall use processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for substance use disorder services that are comparable to, and applied no more stringently than, the processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for medical/surgical benefits. (42 CFR §438.910(d)(3)).

53. ACCESSIBILITY CONSIDERATIONS

CONTRACTOR shall ensure that their health programs or activities provided through electronic and information technology are accessible to person served with disabilities, unless doing so would result in undue financial and administrative burdens or a fundamental alteration in the nature of the health programs or activities. When undue financial and administrative burdens or a fundamental alteration exist, CONTRACTOR shall provide information in a format other than an electronic format that would not result in such undue financial and administrative burdens or a fundamental alteration but would ensure, to the maximum extent possible, that person served with disabilities receive the benefits or services of the health program or activity that are provided through electronic and information technology.

CONTRACTOR shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination on the basis of disability, unless CONTRACTOR can demonstrate that making the modifications would fundamentally alter the nature of the health program or activity. For the purposes of this section, the term “reasonable modifications” shall be interpreted in a manner consistent with the term as set forth in the ADA Title II regulation at 28 CFR 35.130(b)(7).

54. STATE PLAN COUNTIES OTP/NTP PERSONS SERVED

OTP CONTRACTORS shall ensure that a person served that resides in a county that does not participate in DMC-ODS does not experience a disruption of OTP/NTP services. OTP CONTRACTORS shall provide any medically necessary NTP services covered by the California Medi-Cal State Plan to persons served that reside in a county that does not participate in DMC-ODS. OTP CONTRACTORS who provide services to an out-of-county person served shall submit claims for those services to the county in which the person served resides (according to MEDS).

PERSON SERVED RIGHTS

CONTRACTOR shall comply with any applicable Federal and state laws that pertain to person served rights and shall ensure that its employees observe and protect those rights. CONTRACTOR shall have written policies guaranteeing the person served’s rights specified in 42 CFR 438.100.

RECORD RETENTION

CONTRACTORS shall maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to WIC 14124.1 and 42 CFR 438.3(h) and 438.3(u).

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BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

The County and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

2. PROFESSIONAL LICENSURE

All (professional level) persons employed by the County Mental Health Plan (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

3. CONFIDENTIALITY

Contractor shall conform to and County shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations sections 2.1 *et seq*; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

4. NON-DISCRIMINATION

A. Eligibility for Services

Contractor shall prepare and make available to County and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

Contractor shall comply with County policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

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- C. Suspension of Compensation
If an allegation of discrimination occurs, County may withhold all further funds, until Contractor can show clear and convincing evidence to the satisfaction of County that funds provided under this Agreement were not used in connection with the alleged discrimination.
- D. Nepotism
Except by consent of County's Department of Behavioral Health Director, or designee, no person shall be employed by Contractor who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of Contractor.

5. PATIENTS' RIGHTS

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

STATE CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on this Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

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Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. **SWEATFREE CODE OF CONDUCT:**
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on

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the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.
8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b). No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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- b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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6. **RESOLUTION:** A County, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Contractors that are not another state agency or other governmental entity.
9. **INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES:**

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of Contractor or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State must confirm the identity and determine the exclusion status of Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify the Contractor and take action consistent with § 438.610(c).

The State must ensure that Contractor with which the State contracts under this part is not located outside of the United States and that no claims paid by a Contractor to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

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CALIFORNIA ADVANCING AND INNOVATING MEDI-CAL (CAL-AIM) REQUIREMENTS

1. SERVICES AND ACCESS PROVISIONS

a. CERTIFICATION OF ELIGIBILITY

- i. Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of an individual's eligibility for Specialty Mental Health Services (SMHS) under Medi-Cal.

b. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

- i. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per Department of Health Care Services (DHCS) guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each individual includes information as a whole indicating that individual's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
- ii. For enrolled individuals under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled individuals who meet either of the following criteria, (I) or (II) below. If an individual under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
 1. The individual has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
OR
 2. The individual has at least one of the following:
 - a. A significant impairment
 - b. A reasonable probability of significant deterioration in an important area of life functioning
 - c. A reasonable probability of not progressing developmentally as appropriate.
 - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

AND the individual's condition as described in subparagraph (II a-d) above is due to one of the following:

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- a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
 - b. A suspected mental health disorder that has not yet been diagnosed.
 - c. Significant trauma placing the individual at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
- iii. For individuals 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:
1. The individual has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning.
 2. The individual's condition as described in paragraph (a) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
 - b. A suspected mental disorder that has not yet been diagnosed.
- c. ADDITIONAL CLARIFICATIONS
- i. Criteria
 1. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
 - a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
 - b. The service was not included in an individual treatment plan; or
 - c. The individual had a co-occurring substance use disorder.
 - ii. Diagnosis Not a Prerequisite
 1. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for

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Medicare & Medicaid Services (CMS) approved ICD diagnosis code

- d. MEDICAL NECESSITY
 - i. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the individual's presenting condition. Documentation in each individual's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.
 - ii. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
 - iii. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

- e. COORDINATION OF CARE
 - i. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the individual, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
 - ii. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
 - iii. Contractor shall include in care coordination activities efforts to connect, refer and link individuals to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
 - iv. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
 - v. To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share the individual's information with and among all other providers involved in the individual's care, in satisfaction of state and federal privacy laws and regulations.

- f. CO-OCCURRING TREATMENT AND NO WRONG DOOR

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- i. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the individual should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the individual has a co-occurring mental health condition and substance use disorder.
- ii. Under this Agreement, Contractor will ensure that individuals receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
 1. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the individual does not meet criteria for SMHS.
 2. If Contractor is serving a individual receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

2. AUTHORIZATION AND DOCUMENTATION PROVISIONS

a. SERVICE AUTHORIZATION

- i. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.
- ii. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
- iii. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
- iv. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
- v. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to an individual's specific needs and circumstances that could seriously jeopardize the individual's life or health, or ability to attain, maintain, or regain maximum function.

b. DOCUMENTATION REQUIREMENTS

- i. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
- ii. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request.

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Services must be identified as provided in-person, by telephone, or by telehealth.

- iii. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

c. ASSESSMENT

- i. Contractor shall ensure that all individuals' medical records include an assessment of each individual's need for mental health services.
- ii. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the individual's medical record.
- iii. For individuals aged 6 through 21, the Child and Adolescent Needs and Strengths (CANS), and for individuals aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
- iv. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

d. ICD-10

- i. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
- ii. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.
- iii. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS

e. PROBLEM LIST

- i. Contractor will create and maintain a Problem List for each individual served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- ii. Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International,

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Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

- iii. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
 - iv. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
 - v. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.
- f. TREATMENT AND CARE PLANS
- i. Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.
- g. PROGRESS NOTES
- i. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
 - ii. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
 - iii. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
 - iv. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
 - v. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.
- h. TRANSITION OF CARE TOOL
- i. Contractor shall use a Transition of Care Tool for any individual whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
 - ii. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a person-centered, shared decision-making process.
 - iii. Contractor may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and->

Exhibit C

[Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx](#), or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

i. TELEHEALTH

- i. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:
<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
- ii. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- iii. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- iv. Medical records for individuals served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
- v. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

3. CLIENT PROTECTIONS

a. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

- i. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Managed Care Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Managed Care staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
- ii. Contractor shall not discourage the filing of grievances and individuals do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

Exhibit C

- iii. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
 - iv. NOABDs must be issued to individuals anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
 - v. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
 - vi. Contractor must provide individuals any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
 - vii. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
- b. Advanced Directives
 - i. Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
 - c. Continuity of Care
 - i. Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

4. QUALITY IMPROVEMENT PROGRAM

- a. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION
 - i. Contractor shall implement mechanisms to assess person served/family satisfaction based on County's guidance. The Contractor shall assess individual/family satisfaction by:
 - 1. Surveying person served/family satisfaction with the Contractor's services at least annually.
 - 2. Evaluating person served's grievances, appeals and State Hearings at least annually.
 - 3. Evaluating requests to change persons providing services at least annually.

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4. Informing the County and individuals of the results of client/family satisfaction activities.
- ii. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually and as required by DBH.
- iii. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- iv. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- v. Contractor shall collaborate with County to create a County's QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- vi. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- vii. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

b. TIMELY ACCESS

- i. Timely access standards include:
 1. Contractor must have hours of operation during which services are provided to Medi-Cal individuals that are no less than the hours of operation during which the provider offers services to non-Medi-Cal individuals. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
 2. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.

Exhibit C

3. Urgent care appointments for services that do not require prior authorization must be provided to individuals within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
 4. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal individuals within 10 business days from the date the individual or a provider acting on behalf of the individual, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal individuals within 15 business days from the date the client or a provider acting on behalf of the individual, requests an appointment for a medically necessary service.
 5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the individual's record that a longer waiting period will not have a detrimental impact on the health of the individual.
 6. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.
- c. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)
- i. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal individuals on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
 - ii. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

Exhibit C

- d. PHYSICIAN INCENTIVE PLAN
 - i. If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

5. DATA, PRIVACY AND SECURITY REQUIREMENTS

- a. ELECTRONIC PRIVACY AND SECURITY
 - i. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
 - ii. Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
 - iii. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for individuals served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
 - iv. Contractor entering data into any County electronic systems shall ensure that staff are trained to enter and maintain data within this system.

6. PROGRAM INTEGRITY

- a. Credentialing and Re-credentialing of Providers
 - i. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
 1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 2. A history of loss of license or felony convictions;
 3. A history of loss or limitation of privileges or disciplinary activity;
 4. A lack of present illegal drug use; and
 5. The application's accuracy and completeness

Exhibit C

- ii. Contractor must file and keep track of attestation statements, credentialing applications and credentialing status for all of their providers and must make those available to the County upon request at any time.
- iii. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

Exhibit D

EXHIBIT A **SCOPE OF WORK**

1. CONTRACTED PARTIES:

A. The County of Fresno and/or their authorized designee, hereafter referred to as "Contractor," agrees to provide services (as defined in Section 4) pursuant to the terms and conditions of this Agreement.

2. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement shall be:

DSH Contract Manager:	
Section/Unit: Forensic Services Division	
Attention: Ashley Breth Staff Services Manager I, Specialist	
Address: 1600 9 th Street, Room 410 Sacramento, CA 95814	
Phone: (916) 654-4187	Fax: (916) 651-1168
Email: Ashley.Breth@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Forensic Services Division	
Attention: Ashley Breth Staff Services Manager I, Specialist	
Address: 1600 9 th Street, Room 410 Sacramento, CA 95814	
Phone: (916) 654-4187	Fax: (916) 651-1168
Email: Ashley.Breth@dsh.ca.gov	

County Contract Manager:	
Section/Unit: Department of Behavioral Health	
Attention: Dawan Utecht Director	
Address: 1925 E. Dakota Fresno, CA 93726	
Phone: (559) 600-9192	Fax:
Email: dutecht@fresnocountyca.gov	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Exhibit D

3. PROJECT SUMMARY:

- A. Contractor shall administer a pre-trial jail felony mental health diversion program for individuals charged with felony offenses in Fresno County. Program participants are individuals with serious mental disorders who have committed certain felony crimes and found by a Court of competent jurisdiction, to qualify for diversion services pursuant to Penal Code section 1001.36 hereafter referred to as "Felony Mental Health Diversion Clients." Contractor shall provide clinically appropriate or evidence-based mental health treatment and wraparound services across a continuum of care, as appropriate, to meet the individual needs of Felony Mental Health Diversion Clients. For purposes of this section, "wraparound services" means services provided in addition to the mental health treatment necessary to meet the individual's needs for successfully managing his or her mental health symptoms and to successfully live in the community.

4. PROGRAM IMPLEMENTATION FUNDS:

- A. The DSH shall distribute up to 25% of total funds to Contractor for initial program implementation costs incurred under this Agreement. Contractor shall submit to the DSH a written program plan including an outline of the use of the program implementation funding as a deliverable prior to payment of funds. Program implementation costs shall include, but are not limited to:
 - a. Initial procurement and set up of diversion client housing
 - b. Initial administrative operating expenses and equipment
 - c. Initial training and technical assistance activities
 - d. Development of operational guidelines, policies and procedures
 - e. Recruitment, hiring, and orientation activities supporting new staff

5. CONTRACTOR RESPONSIBILITIES:

- A. The estimated total number of unduplicated Felony Mental Health Diversion Clients to be served by Contractor during the term of this agreement is 42. Felony Mental Health Diversion Clients must maintain participation in the Diversion program for a minimum of 30 days to be counted towards the Contractor's target population goals required for distribution of funds as outlined in Exhibit B, Budget Detail. If a participating Felony Mental Health Diversion Client successfully completes the program in less than 30 days, the Contractor may account for the Felony Mental Health Diversion Client in the total reported to DSH for purposes of meeting target population goals required for distribution of funds.
- B. Contractor shall collaborate with community stakeholders and other partner agencies in the planning and implementation of the diversion program as outlined in the required program plan document. Collaborative partners include but are not limited to the following county-specific groups: behavioral health, community-based treatment providers, housing providers, courts, Public Defender, District Attorney, probation and Sheriff/jail administrator.
- C. Contractor shall thoroughly assess and identify which Felony Mental Health Diversion Clients are clinically appropriate for admission into the community-based jail diversion program based upon statutory criteria (Welf. & Inst. Code, § 4361, subd. (c)(1)(A)-(C)). Additionally, Contractor shall initiate and maintain treatment while the Felony Mental Health Diversion Clients are incarcerated and awaiting release from jail and placement in the community.
- D. To the extent not prohibited by Federal law, Contractor shall provide DSH with data no less than quarterly including but not limited to statutory requirements detailed in AB1810 (2018) and Welfare and Institutions Code section 4361 (Section 4361) for individual Felony Mental Health Diversion

Exhibit D

Clients. DSH shall have the right to modify, reduce, or add data elements or outcome measures at any time in its discretion consistent with Section 4361, subdivision (g). Exhibit A Attachment 1 details the statutory data elements that are required. Data shall be submitted in the method and format set forth by the DSH. Contractor shall identify any data in the dataset subject to the rules of 42 Code of Federal Regulations part 2 upon submission to DSH. DSH shall use this data and outcome measures to perform program evaluation to assess the efficacy and resource allocation of the program, for monitoring of the program to ensure that services outlined in law and the proposal were provided, to provide reports to the Legislature and other stakeholders, and to perform research related to provision of improved services to the target population.

- E. Felony Mental Health Diversion Clients housed in community-based diversion programs shall remain under the legal and physical supervision of Contractor. Contractor is responsible for full range of services and supports including but not limited to medical care, transportation, and patients-rights services.
- F. Contractor retains the right to exclude specific individual Felony Mental Health Diversion Clients from the community-based diversion program based on the terms and conditions set forth in the Client's Diversion plan or based on the criteria agreed upon by collaborative partner agencies at any point during participation in the program.
- G. Contractor shall submit a written document outlining the program plan developed and agreed to by all county collaborative partners. Said document shall identify roles and responsibilities, describe the program from initial identification of potential Felony Mental Health Diversion Clients to program completion, and list all services to be provided in the program. Plan shall also include a detailed program flowchart depicting all stages of the program; an itemized budget plan identifying personnel and operation and equipment costs, county match, and other fund sources; and an outline of program implementation costs as detailed in section 4 of this exhibit. The final county plan must be approved by DSH prior to program implementation. Any changes to this plan must be agreed to in writing by both parties.
- H. Contractor shall connect individuals to services in the community after they have completed diversion as defined in this agreement. Contractor shall be responsible for coordinating with behavioral health programs for continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Felony Mental Health Diversion Clients.
- I. Contractor will track Diversion expenditures and shall provide a report itemizing Diversion expenditures and required match contributions, by funding source, to DSH within sixty days after the close of the months of December and June on a bi-annual basis during the term of this agreement. A final report itemizing Diversion expenditures and required match contributions, by funding source, shall be due within sixty days after the termination of the agreement.
- J. Contractor shall report in writing via email to the DSH Contract Manager or designee if a current Felony Mental Health Diversion Client is absent without leave (AWOL) or is involved in a Special Incident. Such reporting to DSH will take place within forty-eight (48) hours of such an incident.

A "Special Incident" is a significant patient occurrence or any event which has the potential of adversely affecting the operation of the program. The following occurrences qualify as Special Incidents:

- i. Suicide or attempt;
- ii. Death or serious injury of, or by, patient;

Exhibit D

- iii. Criminal behavior (including arrests, with or without conviction);
 - iv. Any incident which may result in public or media attention to the program.
- K. If Contractor is unable to serve the total number of unduplicated Felony Mental Health Diversion Clients stated in provision 5.A. due to actual client costs exceeding the level of funds available, Contractor shall notify the DSH Contract Manager or designee in writing no less than 180 days prior to the expiration of this Agreement; and shall provide an updated plan to include: 1) an explanation of the reasons for the cost increases; 2) the revised number of Felony Mental Health Diversion Clients to be served by the community-based diversion program; and 3) the revised budget, not to exceed the maximum amount set forth in this Agreement. Upon approval of the revised plan by the DSH, an amendment to this Agreement shall be initiated.
- L. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- M. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- N. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, rules, and regulations made pursuant to pertinent Federal, State, and local laws. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the DSH in writing.
- O. Unless otherwise specified, this Agreement may be canceled at any time by Contractor, in writing, with 50 days advance notice. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

6. DSH RESPONSIBILITIES:

- A. DSH shall distribute funds to Contractor in accordance with the schedule outlined in Exhibit B, Budget Detail.
- B. The DSH shall provide a data collection process to Contractor. Contractor shall submit data to the DSH no less than quarterly per statutory requirements. The Contractor shall collect the data elements listed in Exhibit A Attachment 1. Additional elements may be added by DSH in accordance with Section 4361.
- C. Upon receipt of the statutory data requirements (Exhibit A Attachment 1) from Contractor, DSH will analyze data for the purpose of program evaluation, monitoring, reporting, and research.

Exhibit D

- D. DSH will provide a quarterly report to Contractor summarizing the statutory data requirements and outcome measures.

7. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with timelines established in this Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

8. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement for two additional terms of up to one year each, and to add funding sufficient for these periods. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties.

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EXHIBIT A, ATTACHMENT 1 **STATUTORY OUTCOME DATA REQUIREMENTS**

The DSH shall provide a data collection process to the Contractor. Contractor shall complete and submit the required data to the DSH no less than quarterly. Contractor shall identify any data in the dataset subject to the rules of 42 Code of Federal Regulations part 2 upon submission to DSH. The data collection process shall capture, but is not limited to, the following data elements:

1. The number of individuals that the Court ordered to post-booking diversion and the length of time for which the defendant has been ordered to Felony Mental Health Diversion (Diversion).
2. The number of individuals originally declared IST on felony charges that the Court ultimately ordered to Diversion.
3. The number of individuals participating in Diversion.
4. The name, social security number, date of birth, and demographics of each individual participating in Diversion.
5. The length of time in Diversion for each participating individual.
6. The types of services and supports provided to each individual participating in Diversion.
7. The number of days each individual was in jail prior to placement in Diversion.
8. The number of days that each individual spent in each level of care facility.
9. The diagnoses of each individual participating in Diversion.
10. The nature of the charges for each individual participating in Diversion.
11. The number of individuals who completed Diversion.
12. The name, social security number and birthdate of each individual who did not complete Diversion and the reasons for not completing Diversion.

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EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, upon implementation of the pre-trial Felony Mental Health Diversion program and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the schedule of payments specified in section 5, Budget Detail.
- B. Contractor shall submit a single invoice for all initial program implementation costs associated with and pertaining to the written plan submitted to DSH in accordance with Exhibit A, Scope of Work, section 4, "Program Implementation Funds."
- C. Contractor shall submit supporting documentation for each invoice to validate outcomes achieved by the Contractor as specified in Exhibit B, Provision 5.
- D. The DSH shall not be responsible for services performed by Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for distribution of funds, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

OR

DSHSAC.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable
 - iv. Professional license number, if applicable

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v. Invoice total

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment shall be made in accordance with, and within the time specified in, Government Code § 927 et seq.

5. BUDGET DETAIL:

- A. The maximum amount of this Agreement shall not exceed **\$5,843,700.00**.
- B. Funds awarded to the County pursuant to this contract shall be distributed in a total of six (6) installments as outlined below.
- C. Upon contract execution, as well as receipt and approval of the single submitted invoice, the DSH shall disburse one-time program implementation funds to Contractor not exceed \$ **1,460,925** (up to 25% of total awarded).
- D. Upon successful admission of **4** total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (10% of Contractor's target population goal), the DSH shall disburse program funds to Contractor not to exceed \$ **584,370.00** (10% of total awarded). Supporting documentation required for distribution of funds shall be an itemized list of clients served by the program including admission date and if applicable, discharge date.
- E. Upon successful admission of **11** total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (25% of Contractor's target population goal), DSH shall disburse program funds to Contractor not to exceed \$ **876,555.00** (15% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.

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- F. Upon admission of **21** total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (50% of Contractor's target population goal), DSH shall disburse the remaining funds to Contractor not to exceed \$ **1,168,740.00** (20% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.
- G. Upon admission of **32** total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (75% of Contractor's target population goal), DSH shall disburse the remaining funds to Contractor not to exceed \$ **876,555.00** (15% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.
- H. Upon admission of **42** total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (100% of Contractor's target population goal), DSH shall disburse the remaining funds to Contractor not to exceed \$ **876,555.00** (15% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.
- I. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- J. Contractor shall submit all invoices within a reasonable time but, no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- K. Contractor shall contribute a 20% or \$ **1,168,740.00** match in local county funds. The county match may be cash, in-kind, or a combination thereof. Local county funds allowable include but are not limited to 1991 Realignment, 2011 Realignment, and county general fund. Funding from other state or federal sources, including Medi-Cal federal financial participation, shall not be counted towards the required county match.
- L. Contractor shall utilize Peoplesoft Financial System to track Diversion expenditures and shall provide a report itemizing Diversion expenditures and required match contributions to DSH within sixty days after the close of the months of December and June on a bi-annual basis during the term of this Agreement. A final report itemizing Diversion expenditures and required match contributions shall be due within sixty days after the termination of the agreement.

Exhibit D

EXHIBIT B, ATTACHMENT 1 SAMPLE INVOICE

THIS IS A SAMPLE.

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
 Attn: Accounting Office
 1600 9th Street, Room 141
 Sacramento, CA 95814

AGREEMENT #

DSH Diversion Funding Disbursement Request				
	Disbursement		Program Benchmark	Total Disbursement Requested
<input type="checkbox"/>	One		Program Implementation	\$ _____
<input type="checkbox"/>	Two		Admission of 10% of clients	\$ _____
<input type="checkbox"/>	Three		Admission of 25% of clients	\$ _____
<input type="checkbox"/>	Four		Admission of 50% of clients	\$ _____
<input type="checkbox"/>	Five		Admission of 75% of clients	\$ _____
<input type="checkbox"/>	Six		Admission of 100% of clients	\$ _____

PLEASE MAKE REMITTANCE PAYABLE TO:
 [Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]
 [Insert name/title here]

Exhibit D

EXHIBIT C **GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
6. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896)
7. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
9. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
10. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
11. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,

Exhibit D

sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

12. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
13. TIMELINESS: Time is of the essence in this Agreement.
14. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
15. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
16. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

Exhibit D

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D

EXHIBIT D **SPECIAL TERMS AND CONDITIONS**

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Gov. Code, §7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

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6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Gov. Code, §6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

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- B. "Generated data" is that data, which Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

Exhibit D

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

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16. FORCE MAJEURE:

- A. Neither the DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State, or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes, or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees. Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, the DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement, which is not disposed of by the Agreement, informally with the DSH Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the DSH Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of State Hospitals, 1600 9th Street, Room 101, Sacramento, California 95814. Such written notice must contain the Agreement Number. Within ten days of receipt of the written grievance report from Contractor, the Deputy Director of Administration, or his/her designee, shall meet with Contractor and the Project Manager for the purposes of resolving the dispute. The decision of the Deputy Director shall be final. During the dispute process, Contractor shall proceed diligently with the performance of the Agreement. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, shall excuse Contractor from full and timely performance of the services required in accordance with the terms of this Agreement.

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19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contract Code §10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as State funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

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- B. If the DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to the DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security, by Contractor, their personnel, subcontractors, and other service providers through this Agreement, be determined.

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- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

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DEPARTMENT OF STATE HOSPITALS EXHIBIT F (For Non-HIPAA/HITECH Act Contracts)

Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter "DSH"), pursuant to Contractor's agreement with DSH. (Such personal and confidential information is referred to herein collectively as "DSH PCI".) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DSH.

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- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
 - D. PCI: “PCI” means “personal information” and “confidential information” collectively (as these terms are defined herein).
 - E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
 - 1. directly or indirectly collectively identifies or uniquely describes an individual; or
 - 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 - 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a); or
 - 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 - 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2), or California Civil Code section 56.05, subdivision (j); or
 - 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 - 7. is protected from disclosure under applicable state or federal law.
 - F. Security Incident: “Security Incident” means:
 - 1. an attempted breach; or
 - 2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or
 - 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or
 - 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
 - G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH PCI to anyone

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other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. 42 C.F.R. Part 2 compliance: DSH shall receive patient identifying substance use disorder treatment information for program evaluation and auditing purposes. In accordance with 42 C.F.R. part 2.53, DSH agrees to:
- (i) Maintain and destroy patient identifying information and records covered by 42 C.F.R. Part 2 in a manner consistent with the policies and procedures established under 42 C.F.R. part 2.16;
 - (ii) Retain records in compliance with applicable federal, state, and local record retention laws; and
 - (iii) Comply with the limitations on disclosure and use in 42 C.F.R. part 2.53(d).
- VI. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH. DSH and its employees, agents, and subcontractors shall not use any data received from contractor for any purpose other than noted in this agreement, Welfare and Institutions Code section 4361, or Assembly Bill 1810.
- VII. Research compliance: DSH is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). DSH shall receive protected health information and patient identifying substance use disorder treatment information for research purposes. In accordance with 42 C.F.R. part 2.52(a) and 45 C.F.R. part 164.512(i), DSH shall only use the data received from contractor for research purposes after obtaining approval from the State of California's Institutional Review Board, the California Health and Human Services' Committee for the Protection of Human Subjects. DSH shall follow all of its internal policies and procedures for obtaining approval for research using data reported by contractor. DSH agrees to comply with HIPAA and 42 C.F.R. Part 2 regarding all requirements including retention and destruction.
- VIII. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI exists under Contractor's control, 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 in performing its agreement with DSH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.
- IX. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- X. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.
- XI. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.

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- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.
- XII. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XIII. Breach and Security Incident Responsibilities:
- A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29 and 1798.82.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably

Exhibit D

- believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and
 3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 and 1798.82 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.
- F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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DSH Program Contract Manager	DSH Privacy Officer	DSH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Chief Privacy Officer (A) Office of Legal Services California Dept. State Hospitals 1600 9 th Street, Room 433 Sacramento, CA 95814 Email: yamin.scardigli@dsh.ca.gov Telephone: (916) 562-3721	Chief Information Security Officer Information Security Office 1600 9th Street, Suite 250 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

- XIV. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XVI. Audits, Inspection and Enforcement: DSH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DSH Program Contract Manager in writing.
- XVII. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.
- C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

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- XVIII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXI. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXII. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

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Attachment 1

Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with DSH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.
- D. **Server Security.** Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed

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or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing DSH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DSH PCI can be encrypted. This requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DSH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DSH PCI must have a routine procedure in place to review system logs for unauthorized access.

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- C. **Change Control.** All systems processing and/or storing DSH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DSH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DSH PCI to maintain retrievable exact copies of DSH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DSH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DSH data.

5. Paper Document Controls

- A. **Supervision of Data.** DSH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DSH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.
- D. **Removal of Data.** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.
- E. **Faxing.** Faxes containing DSH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** DSH PCI shall only be mailed using secure methods. Large volume mailings of DSH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DSH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Exhibit E

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

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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

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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

Exhibit E

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

Exhibit F

DOCUMENTATION STANDARDS FOR PERSON SERVED RECORDS

The documentation standards are described below under key topics related to care for persons served. All standards must be addressed in the person served's record; however, there is no requirement that the record have a specific document or section addressing these topics. All medical records shall be maintained for a minimum of 10 years from the date of the end of the Agreement.

A. Assessments

1. The following areas will be included as a part of a comprehensive person served's record:

- Presenting problems, including impairments in function, and current mental status exam.
- Traumatic incidents which include trauma exposures, trauma reactions, trauma screenings, and systems involvement if relevant
- Behavioral health history including mental health history, substance use/abuse, and previous services
- Medical history including physical health conditions, medications, and developmental history
- Psychosocial factors including family, social and life circumstances, cultural considerations
- Strengths, risks, and protective factors, including safety planning
- Clinical summary, treatment recommendations, and level of care determination including diagnostic and clinical impression with a diagnosis
- The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.

2. Timeliness/Frequency Standard for Assessment

- The time period to complete an initial assessment and subsequent assessments for SMHS is up to clinical discretion.
- Assessments shall be completed within a reasonable time and in accordance with generally accepted standards of practice.

B. Problem list

The use of a Problem List has largely replaced the use of treatment plans and is therefore required to be part of the person served's record. The problem list shall be updated on an ongoing basis to reflect the current presentation of the person in care. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice
- Problems identified by a provider acting within their scope of practice
- Problems or illnesses identified by the person in care and/or significant support person if any
- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed

Exhibit F

C. Treatment and Care Plan Requirements

1. Targeted Case Management

- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational, and other services needed by the person in care
- Identifies a course of action to respond to the assessed needs of the person in care
- Includes development of a transition plan when the person in care has achieved the goals of the care plan
- Peer support services must be based on an approved care plan
- Must be provided in a narrative format in the person's progress notes
- Updated at least annually

2. Services requiring Treatments Plans

- Intensive Home-Based Services (IHBS)
- Intensive Care Coordination (ICC)
- Therapeutic Behavioral Services (TBS)
- Must have specific observable and/or specific quantifiable goals
- Must identify the proposed type(s) of intervention
- Must be signed (or electronic equivalent) by:
 - the person providing the service(s), or
 - a person representing a team or program providing services, or
 - a person representing the MHP providing services
 - when the person served's plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
 - a physician
 - a licensed/ "waivered" psychologist
 - a licensed/ "associate" social worker
 - a licensed/ registered/marriage and family therapist or
 - a registered nurse
- In addition,
 - Person served's plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the person served's plan goals, and there will be documentation of the person served's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the person served's participation and agreement in the body of the plan, person served's signature on the plan, or a description of the person served's participation and agreement in progress notes.
 - Person served's signature on the plan will be used as the means by which the Contractor documents the participation of the person served. When the person served's signature is required on the person served's plan and the person

Exhibit F

served refuses or is unavailable for signature, the person served's plan will include a written explanation of the refusal or unavailability.

- The Contractor will give a copy of the person served's plan to the person served on request.

D. Progress Notes

1. Providers shall create progress notes for the provision of all SMHS. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

2. Timeliness/Frequency of Progress Notes

- Progress notes shall be completed within 3 business days of providing a service, except for notes for crisis services, which shall be completed within 24 hours.
- A note must be completed for every service contact

Exhibit G



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

Exhibit G



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.

Exhibit G



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

- 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 H

DSH – Pre-trial Felony Mental Health Diversion

DSH Diversion Outcomes Data Dictionary – Services - Fresno

SSN	Social security number – 9-digit social security number (no dashes)
YEAR	Year – Current calendar year
FYQTR	Fiscal year quarter – Select one: <ul style="list-style-type: none">• Q1: July 1 – September 30• Q2: October 1 – December 31• Q3: January 1 – March 30• Q4: April 1 – June 30
REPDAT	Date report/data was prepared MM/DD/YYYY
INDIV	Is the participant still in diversion? <ul style="list-style-type: none">• No• Yes
DATEDEND	Date diversion ended MM/DD/YYYY
REASDEND	Reason diversion ended <ul style="list-style-type: none">• Successful completion• Termination due to re-arrest• Termination because of mental illness• Termination because of risk of danger• Termination due to AWOL• Termination due to patient refusing medications• Termination for other reason
OREASEND	If other, what is the reason
DATREARR	If arrested, date of re-arrest MM/DD/YYYY

SECTION FOR SERVICES PROVIDED IN REPORTING PERIOD

CASEM	Case management intervention <ul style="list-style-type: none">• Forensic Assertive Community Treatment (FACT)• Full service partnership• Legal/criminal justice support• Other case management for mental health
NUMCASEM	Number of case management services provided in reporting period for each service type

Exhibit H

HOSP	Psychiatric inpatient hospitalization (includes Psychiatric Health Facility or PHF)? <ul style="list-style-type: none">• No• Yes
DOAHOSP	Date of admission to hospital MM/DD/YYYY
DODCHOSP	Date of discharge from hospital MM/DD/YYYY
RESTX	Residential treatment <ul style="list-style-type: none">• Crisis residential facility• Adult residential treatment facility
DOARES	Date of admission to residential treatment MM/DD/YYYY
DODCRES	Date of discharge from residential treatment MM/DD/YYYY
HOUSE	Supportive housing <ul style="list-style-type: none">• Board and care• Room and board• Sober Living Environment• Supportive Family Housing• Other Supportive Housing
DOAHOUSE	Date of entry into supportive housing MM/DD/YYYY
DODCHOUSE	Date of exit from supportive housing MM/DD/YYYY
OPTMHTX	Outpatient mental health services <ul style="list-style-type: none">• Medication support• Group therapy• Individual therapy
NOPTMHTX	Number of outpatient mental health services provided in current reporting period for each service type
MEDTX	Was participant prescribed an antipsychotic? <ul style="list-style-type: none">• No• Yes
MEDINJ	Is the antipsychotic medication a long-acting injectable? <ul style="list-style-type: none">• No• Yes
MEDNAME	Name of antipsychotic

Exhibit H

OTHMEDTX	Was participant prescribed either/both of the following medications? <ul style="list-style-type: none">• Mood stabilizer• Antidepressant• Both• Neither (or leave blank)
SUBSTTX	Substance use disorder treatment <ul style="list-style-type: none">• Inpatient/detox• Residential SA treatment• Outpatient SA treatment
DOASATX	Date of admission to inpatient/residential SA treatment MM/DD/YYYY
DODCSATX	Date of discharge from inpatient/residential SA treatment M/DD/YYYY
NSATX	If not residential, number of contacts in reporting period for each type SA treatment
MEDSA	Was participant prescribed medication for substance abuse? (e.g. Naltrexone) <ul style="list-style-type: none">• No• Yes
MEDSANAME	Name of substance abuse medication
OTHERTX	Other types of treatment provided <ul style="list-style-type: none">• Faith based• Family support/psychoeducational• Peer support• Vocational support
NOTHTX	Number of contacts in reporting period for other treatment for each service type (if known)
CRISIS	Any crisis services provided <ul style="list-style-type: none">• Crisis call center/Access line• Mobile crisis team/CIT team• Crisis Stabilization
NCRISIS	Number of crisis contacts in reporting period
OCRISIS	Describe other crisis services
OSERVICE	Describe other treatment services not provided in this list

Exhibit H

DSH – Pre-trial Felony Mental Health Diversion

DSH Diversion Outcomes Data Dictionary - Behavioral Health - Fresno

YEAR	Year – Current calendar years
FYQTR	Fiscal year quarter – Select one <ul style="list-style-type: none">• Q1: July 1 – September 30• Q2: October 1 – December 31• Q3: January 1 – March 30• Q4: April 1 – June 30
LNAME	Last name – Last name of DSH Diversion participant
FNAME	First name – First name of DSH Diversion participant
SSN	Social security number – 9-digit social security number (no dashes)
DOB	Date of birth of participant – MM/DD/YYYY
SEX	Gender – Select one <ul style="list-style-type: none">• Male• Female• Transgender M-F• Transgender F-M• Non-binary• Other
ETHNIC	Race/Ethnicity – Select one <ul style="list-style-type: none">• White Non - Hispanic• Black Non - Hispanic• Hispanic• Asian• American Indian or Alaska Native• Native Hawaiian/Other Pacific Islander/Filipino• Other
MCAL	Medi-Cal status – was the participant enrolled in Medi-Cal at time of arrest <ul style="list-style-type: none">• No• Yes• Not eligible
MCALE	If not eligible, reason why if known

Exhibit H

- LIVSIT** Living situation – What was the participant’s living status at the time they were arrested (see following definitions)
- Not homeless: Permanent housing/Housed in treatment facilities/board and care/group home for more than 90 days
 - Homeless sheltered: Housed in treatment facilities/board and care/group home for more than 90 days **OR** hotel/motel/couch surfing
 - *key: must have access to running water & electricity
 - Homeless unsheltered: Living in car/encampment/other unsheltered situation
-

BEHAVIORAL HEALTH VARIABLES

DEVAL Was there a diversion eligibility evaluation?

- No
- Yes

HOWELIG If No, how was eligibility determined

DOE Diversion eligibility evaluation date MM/DD/YYYY

MOTIV Based on eligibility evaluation, was the crime related to the individual's (select primary motive)

- Psychosis
- Homelessness

PDIAG Primary diagnoses determined from diversion evaluation (select one)

- Schizophrenia (F20.9)
- Schizoaffective disorder (F25.0, F25.1)
- Bipolar disorder (F31.xx, excluding F31.81)

SUBSTDY Does the individual have a co-morbid substance abuse diagnosis?

- No
- Yes

SUBST If yes, please enter individual’s drug of choice:

- Alcohol
- Cannabis
- Cocaine
- Hallucinogen
- Amphetamine or other stimulant
- Opioid
- Other
- 3 or more of above

Exhibit H

- PERSD** Does the individual have a co-morbid Personality Disorder diagnosis?
- No
 - Yes
 -
- PDDX** If yes, which Personality Disorder?
- Antisocial Personality Disorder
 - Borderline Personality Disorder
 - Other Personality Disorder
- COGD** Does the individual have a co-morbid Cognitive Disorder diagnosis? This includes Neurocognitive Disorders (Alzheimer's, vascular dementia, TBI) or intellectual disability
- No
 - Yes
- RISKASS** Was structured risk assessment performed?
- No
 - Yes

If Yes, which one?

- RANAME** - Short-Term Assessment of Risk & Treatability (START)
- Historical Clinical Risk Management – 20 (HCR-20)
- Level of Services Inventory (LSI)

OTHERRA - Other

- MATCHS** How were services matched to participant?
- Risk-Needs-Responsivity (RNR) Assessment
 - Provided standard mental health services
 - Other

RNRASS List Risk-Needs-Responsivity (RNR) Assessment

OTHERM List other service matching method

- JDIVS** Diversion services provided prior to release from jail
- No
 - Yes

If Yes:

DBJDIVS Date jail diversion services began MM/DD/YYYY

DEJDIVS Date jail diversion services ended MM/DD/YYYY

JAILMED Name of antipsychotic medication prescribed in jail

Exhibit I

FULL SERVICE PARTNERSHIP Adult Partnership Assessment Form FOR AGES 26-59 YEARS

**ADULT PAF
5/1/07**

PARTNERSHIP INFORMATION

County	<input type="text"/>	*
CSI County Client Number (CCN)	<input type="text"/>	
County Partner ID (optional)	<input type="text"/>	
Partner's First Name	<input type="text"/>	*
Partner's Last Name	<input type="text"/>	*
Partnership Date (mm/dd/yyyy)	<input type="text"/>	*
Partner's Date of Birth (mm/dd/yyyy)	<input type="text"/>	*

Who referred the partner? (mark one)

<input type="radio"/> Self	<input type="radio"/> Emergency Room	<input type="radio"/> Homeless Shelter
<input type="radio"/> Family Member (e.g., parent, guardian, sibling, aunt, uncle, grandparent, child)	<input type="radio"/> Mental Health Facility / Community Agency	<input type="radio"/> Street Outreach
<input type="radio"/> Significant Other (e.g., boyfriend / girlfriend, spouse)	<input type="radio"/> Social Services Agency	<input type="radio"/> Jail / Prison
<input type="radio"/> Friend / Neighbor (i.e., unrelated other)	<input type="radio"/> Substance Abuse Treatment Facility / Agency	<input type="radio"/> Acute Psychiatric / State Hospital
<input type="radio"/> School	<input type="radio"/> Faith-based Organization	<input type="radio"/> Other
<input type="radio"/> Primary Care / Medical Office	<input type="radio"/> Other County / Community Agency	

ADMINISTRATIVE INFORMATION

PARTNERSHIP STATUS

Provider Number / NPI (Optional)	<input type="text"/>	
Full Service Partnership Program ID	<input type="text"/>	*
Partnership Service Coordinator ID	<input type="text"/>	*

PROGRAM INFORMATION

In which additional program(s) is the partner CURRENTLY involved? (mark all that apply)

AB2034	<input type="checkbox"/>
Governor's Homeless Initiative (GHI)	<input type="checkbox"/>
MHSA Housing Program	<input type="checkbox"/>

Exhibit I

RESIDENTIAL INFORMATION - includes hospitalization and incarceration

SETTING	TONIGHT	YESTERDAY (as of 11:59 p.m the day BEFORE partnership)	DURING THE PAST 12 MONTHS INDICATE THE TOTAL # OCCURRENCES	DURING THE PAST 12 MONTHS INDICATE THE TOTAL # DAYS (must = 365 days)	PRIOR TO THE LAST 12 MONTHS (mark all that apply)
GENERAL LIVING ARRANGEMENT					
In an apartment or house alone / with spouse / partner / minor children / other dependents / roommate – must hold lease or share in rent / mortgage	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
With one or both biological / adoptive parents	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
With adult family member(s) other than parents	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Single Room Occupancy (must hold lease)	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
SHELTER / HOMELESS					
Emergency Shelter / Temporary Housing (includes people living with friends but paying no rent)	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Homeless (includes people living in their cars)	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
SUPERVISED PLACEMENT					
Unlicensed but supervised individual placement (includes paid caretakers, personal care attendants)	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Assisted Living Facility	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Unlicensed but supervised congregate placement (includes group living homes, sober living homes)	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Licensed Community Care Facility (Board and Care)	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
HOSPITAL					
Acute Medical Hospital	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Acute Psychiatric Hospital / Psychiatric Health Facility (PHF)	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
State Psychiatric Hospital	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
RESIDENTIAL PROGRAM					
Licensed Residential Treatment (includes crisis, short-term, long-term, substance abuse, dual diagnosis residential programs)	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Skilled Nursing Facility (physical)	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Skilled Nursing Facility (psychiatric)	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Long-Term Institutional Care [Institution for Mental Disease (IMD), Mental Health Rehabilitation Center (MHRC)]	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>

Exhibit I

RESIDENTIAL INFORMATION - includes hospitalization and incarceration (Continued)

JUSTICE PLACEMENT					
Jail	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Prison			<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
OTHER					
Other	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Unknown	<input type="radio"/>	<input type="radio"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>

EDUCATION

Highest level of education completed:

<input type="radio"/> No High School Diploma / No GED <input type="radio"/> GED Coursework <input type="radio"/> High School Diploma / GED <input type="radio"/> Some College / Some Technical or Vocational Training	<input type="radio"/> Associate's Degree (e.g., A.A., A.S.) / Technical or Vocational Degree <input type="radio"/> Bachelor's Degree (e.g., B.A., B.S.) <input type="radio"/> Master's Degree (e.g., M.A., M.S.) <input type="radio"/> Doctoral Degree (e.g., M.D., Ph.D.)
--	---

For the educational settings below, indicate where the partner.....	was DURING THE PAST 12 MONTHS # of weeks	is CURRENTLY (mark all that apply)
Not in school of any kind	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
High School / Adult Education	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Technical / Vocational School	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Community College / 4 year College	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Graduate School	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>
Other	<input style="width: 40px; height: 20px;" type="text"/>	<input type="checkbox"/>

Does one of the partner's current recovery goals include any kind of education at this time? Yes No

Exhibit I

EMPLOYMENT

EMPLOYMENT DURING THE PAST 12 MONTHS			
Indicate the partner's employment status...	# OF WEEKS	AVERAGE HOURS per WEEK	AVERAGE HOURLY WAGE
Competitive Employment:			
Paid employment in the community in a position that is also open to individuals without a disability.	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
Supported Employment:			
Competitive Employment (see above) with ongoing on-site or off-site job-related support services provided.	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
Transitional Employment / Enclave:			
Paid jobs in the community that are 1) open only to individuals with a disability AND 2) are either time-limited for the purpose of moving to a more permanent job OR are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work.	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business):			
Paid jobs open only to program participants with a disability. A <i>Sheltered Workshop</i> usually offers sub-minimum wage work in a simulated environment. A <i>Work Experience (Adjustment) Program</i> within an agency provides exposure to the standard expectations and advantages of employment. An <i>Agency-Owned Business</i> serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community.	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
Non-paid (Volunteer) Work Experience:			
Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment.	<input type="text"/>	<input type="text"/>	
Other Gainful / Employment Activity:			
Any informal employment activity that increases the partner's income (e.g., recycling, gardening, babysitting) OR participation in formal structured classes and / or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution.)	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
Unemployed	<input type="text"/>		

Exhibit I

CURRENT EMPLOYMENT

Indicate the partner's employment status...	AVERAGE HOURS per WEEK	AVERAGE HOURLY WAGE
<p>Competitive Employment: Paid employment in the community in a position that is also open to individuals without a disability.</p>	<input style="width: 80px; height: 20px;" type="text"/>	\$ <input style="width: 80px; height: 20px;" type="text"/>
<p>Supported Employment: Competitive Employment (see above) with ongoing on-site or off-site job-related support services provided.</p>	<input style="width: 80px; height: 20px;" type="text"/>	\$ <input style="width: 80px; height: 20px;" type="text"/>
<p>Transitional Employment / Enclave: Paid jobs in the community that are 1) open only to individuals with a disability AND 2) are either time-limited for the purpose of moving to a more permanent job OR are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work.</p>	<input style="width: 80px; height: 20px;" type="text"/>	\$ <input style="width: 80px; height: 20px;" type="text"/>
<p>Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business): Paid jobs open only to program participants with a disability. A <i>Sheltered Workshop</i> usually offers sub-minimum wage work in a simulated environment. A <i>Work Experience (Adjustment) Program</i> within an agency provides exposure to the standard expectations and advantages of employment. An <i>Agency-Owned Business</i> serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community.</p>	<input style="width: 80px; height: 20px;" type="text"/>	\$ <input style="width: 80px; height: 20px;" type="text"/>
<p>Non-paid (Volunteer) Work Experience: Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment.</p>	<input style="width: 80px; height: 20px;" type="text"/>	
<p>Other Gainful / Employment Activity: Any informal employment activity that increases the partner's income (e.g., recycling, gardening, babysitting) OR participation in formal structured classes and / or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution.)</p>	<input style="width: 80px; height: 20px;" type="text"/>	\$ <input style="width: 80px; height: 20px;" type="text"/>
<p>The partner is not employed at this time.</p>	<input type="checkbox"/>	
<p>Does one of the partner's current recovery goals include any kind of employment at this time?</p>	<input type="radio"/> Yes <input type="radio"/> No	

Exhibit I

SOURCES OF FINANCIAL SUPPORT

Indicate all the sources of financial support used to meet the needs of the partner:	DURING THE PAST 12 MONTHS (mark all that apply)	CURRENTLY (mark all that apply)
Partner's Wages	<input type="checkbox"/>	<input type="checkbox"/>
Partner's Spouse / Significant Other's Wages	<input type="checkbox"/>	<input type="checkbox"/>
Savings	<input type="checkbox"/>	<input type="checkbox"/>
Other Family Member / Friend	<input type="checkbox"/>	<input type="checkbox"/>
Retirement / Social Security Income	<input type="checkbox"/>	<input type="checkbox"/>
Veteran's Assistance Benefits	<input type="checkbox"/>	<input type="checkbox"/>
Loan / Credit	<input type="checkbox"/>	<input type="checkbox"/>
Housing Subsidy	<input type="checkbox"/>	<input type="checkbox"/>
General Relief / General Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Food Stamps	<input type="checkbox"/>	<input type="checkbox"/>
Temporary Assistance for Needy Families (TANF)	<input type="checkbox"/>	<input type="checkbox"/>
Supplemental Security Income / State Supplementary Payment (SSI / SSP) Program	<input type="checkbox"/>	<input type="checkbox"/>
Social Security Disability Insurance (SSDI)	<input type="checkbox"/>	<input type="checkbox"/>
State Disability Insurance (SDI)	<input type="checkbox"/>	<input type="checkbox"/>
American Indian Tribal Benefits (e.g., per capita, revenue sharing, trust disbursements)	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>
No Financial Support	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit I

LEGAL ISSUES / DESIGNATIONS

JUSTICE SYSTEM INVOLVEMENT

ARREST INFORMATION

Indicate the number of times the partner was arrested DURING THE PAST 12 MONTHS:

Was the partner arrested anytime PRIOR TO THE LAST 12 MONTHS?

Yes No

PROBATION INFORMATION

Is the partner CURRENTLY on probation?

Yes No

Was the partner on probation DURING THE PAST 12 MONTHS?

Yes No

Was the partner on probation anytime PRIOR TO THE LAST 12 MONTHS?

Yes No

PAROLE INFORMATION

Was the partner on any kind of parole DURING THE PAST 12 MONTHS?

Yes No

Was the partner on any kind of parole anytime PRIOR TO THE LAST 12 MONTHS?

Yes No

CONSERVATORSHIP / PAYEE INFORMATION

CONSERVATORSHIP INFORMATION

Is the partner CURRENTLY on conservatorship?

Yes No

Was the partner on conservatorship DURING THE PAST 12 MONTHS?

Yes No

Was the partner on conservatorship anytime PRIOR TO THE LAST 12 MONTHS?

Yes No

PAYEE INFORMATION

Does the partner CURRENTLY have a payee?

Yes No

Did the partner have a payee DURING THE PAST 12 MONTHS?

Yes No

Did the partner have a payee anytime PRIOR TO THE LAST 12 MONTHS?

Yes No

CUSTODY INFORMATION

Indicate the total number of children the partner has who are CURRENTLY:

Placed on W & I Code 300 Status:

(Dependent of the court)

Placed in Foster Care:

Legally Reunified with partner:

Adopted out:

Exhibit I

EMERGENCY INTERVENTION

Please indicate the number of emergency interventions (e.g., emergency room visit, crisis stabilization unit) the partner had DURING THE PAST 12 MONTHS that were:

Physical Health Related

Mental Health / Substance Abuse Related

HEALTH STATUS

Does the partner have a primary care physician CURRENTLY?

Yes No

Did the partner have a primary care physician DURING THE PAST 12 MONTHS?

Yes No

SUBSTANCE ABUSE

In the opinion of the partnership service coordinator, has the partner ever had a co-occurring mental illness and substance use problem?

Yes No

In the opinion of the partnership service coordinator, does the partner CURRENTLY have an active co-occurring mental illness and substance use problem?

Yes No

Is the partner CURRENTLY receiving substance abuse services?

Yes No

COUNTY USE QUESTIONS

COUNTY USE QUESTIONS

VALUES

To be tracked on the KEY EVENT TRACKING form:

County Use Field # 1

County Use Field # 2

County Use Field # 3

To be tracked on the QUARTERLY ASSESSMENT form:

County Use Field # 1

County Use Field # 2

County Use Field # 3

Exhibit I
FULL SERVICE PARTNERSHIP
Adult Key Event Tracking Form
FOR AGES 26-59 YEARS

ADULT KET 5/1/07

PARTNERSHIP INFORMATION

County	<input type="text"/>	*
CSI County Client Number (CCN)	<input type="text"/>	
County Partner ID (optional)	<input type="text"/>	
Partner's First Name	<input type="text"/>	*
Partner's Last Name	<input type="text"/>	*
Date Completed (mm/dd/yyyy)	<input type="text"/>	*
Partner's Date of Birth (mm/dd/yyyy)	<input type="text"/>	*

CHANGE IN ADMINISTRATIVE INFORMATION (Skip this section if there are no changes)

PARTNERSHIP STATUS	
Date of Provider Number Change (mm/dd/yyyy): / NPI	<input type="text"/>
NEW Provider Number: / NPI	<input type="text"/>
<hr/>	
Date of Full Service Partnership Program ID Change (mm/dd/yyyy):	<input type="text"/>
NEW Full Service Partnership Program ID:	<input type="text"/>
<hr/>	
Date of Partnership Service Coordinator ID Change (mm/dd/yyyy):	<input type="text"/>
NEW Partnership Service Coordinator ID:	<input type="text"/>

Exhibit I

CHANGE IN ADMINISTRATIVE INFORMATION (Skip this section if there are no changes) (Continued)

Date of Partnership Status Change (mm/dd/yyyy):

Indicate NEW partnership status:

- Discontinuation / Interruption of Full Service Partnership and / or community services / program (indicate reason below)
- Reestablishment of Full Service Partnership and / or community services / program

If there is a DISCONTINUATION / INTERRUPTION of Full Service Partnership and / or community services / program, indicate the reason (mark one):

- Target population criteria are not met.
- Partner decided to discontinue Full Service Partnership participation after partnership established.
- Partner moved to another county / service area.
- After repeated attempts to contact partner, s/he cannot be located.
- Community services / program interrupted – Partner's circumstances reflect a need for residential / institutional mental health services at this time [such as an Institution for Mental Disease (IMD), Mental Health Rehabilitation Center (MHRC), State Hospital].
- Community services / program interrupted – Partner will be serving JAIL sentence.
- Community services / program interrupted – Partner will be serving PRISON sentence.
- Partner has successfully met his / her goals such that discontinuation of Full Service Partnership is appropriate.
- Partner is deceased.

PROGRAM INFORMATION

Program Name	Date of Program Change (mm/dd/yyyy)	Currently Involved?
AB2034	<input style="width: 150px; height: 20px;" type="text"/>	<input type="radio"/> Now enrolled in the AB2034 Program <input type="radio"/> No longer participating in the AB2034 Program
Governor's Homeless Initiative (GHI)	<input style="width: 150px; height: 20px;" type="text"/>	<input type="radio"/> Now enrolled in the GHI Program <input type="radio"/> No longer participating in the GHI Program
MHSA Housing Program	<input style="width: 150px; height: 20px;" type="text"/>	<input type="radio"/> Now enrolled in the MHSA Housing Program <input type="radio"/> No longer participating in the MHSA Housing Program

Exhibit I

RESIDENTIAL INFORMATION - includes hospitalization and incarceration (Skip this section if there are no changes)

Date of Residential Status Change (mm/dd/yyyy):

SETTING

Indicate the new residential status (mark one):

GENERAL LIVING ARRANGEMENT

- In an apartment or house alone / with spouse / partner / minor children / other dependents / roommate – must hold lease or share in rent / mortgage

- With one or both biological / adoptive parents

- With adult family member(s) other than parents

- Single Room Occupancy (must hold lease)

SHELTER / HOMELESS

- Emergency Shelter / Temporary Housing (includes people living with friends but paying no rent)

- Homeless (includes people living in their cars)

SUPERVISED PLACEMENT

- Unlicensed but supervised individual placement (includes paid caretakers, personal care attendants)

- Assisted Living Facility

- Unlicensed but supervised congregate placement (includes group living homes, sober living homes)

- Licensed Community Care Facility (Board and Care)

HOSPITAL

- Acute Medical Hospital

- Acute Psychiatric Hospital / Psychiatric Health Facility (PHF)

- State Psychiatric Hospital

RESIDENTIAL PROGRAM

- Licensed Residential Treatment (includes crisis, short-term, long-term, substance abuse, dual diagnosis residential programs)

- Skilled Nursing Facility (physical)

- Skilled Nursing Facility (psychiatric)

- Long-Term Institutional Care [Institution for Mental Disease (IMD), Mental Health Rehabilitation Center (MHRC)]

JUSTICE PLACEMENT

- Jail

OTHER

- Other

- Unknown

Exhibit I

EDUCATION (Skip this section if there are no changes)

GRADE LEVEL INFORMATION

Date of Grade Level Completion (mm/dd/yyyy):

Level of education completed:

- No High School Diploma / No GED
- GED Coursework
- High School Diploma / GED
- Some College / Some Technical or Vocational Training
- Associate's Degree (e.g., A.A., A.S.) / Technical or Vocational Degree
- Bachelor's Degree (e.g., B.A., B.S.)
- Master's Degree (e.g., M.A., M.S.)
- Doctoral Degree (e.g., M.D., Ph.D.)

EDUCATIONAL SETTING INFORMATION

Date of Educational Setting Change (mm/dd/yyyy):

If there are any educational setting changes, indicate ALL new and ongoing statuses including those previously reported.

Setting

Not in school of any kind

High School / Adult Education

Technical / Vocational School

Community College / 4 year College

Graduate School

Other

If stopping school, did the partner complete a class and/or program?

- Yes No

Does one of the partner's current recovery goals include any kind of education at this time?

- Yes No

Date of Employment Change (mm/dd/yyyy):

CURRENT EMPLOYMENT

If there are any changes to the partner's employment, indicate ALL new and ongoing statuses including those previously reported.

**AVERAGE
HOURS per
WEEK**

**AVERAGE
HOURLY WAGE**

Competitive Employment:

Paid employment in the community in a position that is also open to individuals without a disability.

\$

Supported Employment:

Competitive Employment (see above) with ongoing on-site or off-site job-related support services provided.

\$

Transitional Employment / Enclave:

Paid jobs in the community that are 1) open only to individuals with a disability AND 2) are either time-limited for the purpose of moving to a more permanent job OR are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work.

\$

Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business):

Paid jobs open only to program participants with a disability. A *Sheltered Workshop* usually offers sub-minimum wage work in a simulated environment. A *Work Experience (Adjustment) Program* within an agency provides exposure to the standard expectations and advantages of employment. An *Agency-Owned Business* serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community.

\$

Non-paid (Volunteer) Work Experience:

Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment.

Other Gainful / Employment Activity:

Any informal employment activity that increases the partner's income (e.g., recycling, gardening, babysitting) OR participation in formal structured classes and / or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution.)

\$

The partner is not employed at this time.

Does one of the partner's current recovery goals include any kind of employment at this time?

Yes No

LEGAL ISSUES / DESIGNATIONS (Skip this section if there are no changes) **Exhibit I**

ARREST INFORMATION

Date Partner Arrested (mm/dd/yyyy):

PROBATION INFORMATION

Date of Probation Status Change (mm/dd/yyyy):

Indicate new probation status:

Removed from Probation

Placed on Probation

CONSERVATORSHIP INFORMATION

Date of Conservatorship Status Change (mm/dd/yyyy):

Indicate new conservatorship status:

Removed from conservatorship

Placed on conservatorship

PAYEE INFORMATION

Date of Payee Status Change (mm/dd/yyyy):

Indicate new payee status:

Removed from payee status

Placed on payee status

EMERGENCY INTERVENTION (Skip this section if there are no changes)

Date of Emergency Intervention (mm/dd/yyyy):

Indicate the type of emergency intervention: (e.g., emergency room visit, crisis stabilization unit)

Physical Health Related

Mental Health / Substance Abuse Related

COUNTY USE QUESTIONS (Skip this section if there are no changes)

COUNTY USE QUESTIONS	DATE of CHANGE (mm/dd/yyyy)	NEW VALUE
County Use Field # 1	<input type="text"/>	<input type="text"/>
County Use Field # 2	<input type="text"/>	<input type="text"/>
County Use Field # 3	<input type="text"/>	<input type="text"/>

Exhibit I
FULL SERVICE PARTNERSHIP
Older Adult Key Event Tracking Form
FOR AGES 60+ YEARS

OLDER ADULT KET
5/1/07

PARTNERSHIP INFORMATION

County	<input type="text"/>	*
CSI County Client Number (CCN)	<input type="text"/>	
County Partner ID (optional)	<input type="text"/>	
Partner's First Name	<input type="text"/>	*
Partner's Last Name	<input type="text"/>	*
Date Completed (mm/dd/yyyy)	<input type="text"/>	*
Partner's Date of Birth (mm/dd/yyyy)	<input type="text"/>	*

PARTNERSHIP STATUS

Date of Provider Number Change (mm/dd/yyyy):
 / NPI

NEW Provider Number:
 / NPI

Date of Full Service Partnership Program ID Change (mm/dd/yyyy):

NEW Full Service Partnership Program ID:

Date of Partnership Service Coordinator ID Change (mm/dd/yyyy):

NEW Partnership Service Coordinator ID:

Date of Partnership Status Change (mm/dd/yyyy):

Indicate NEW partnership status:

- Discontinuation / Interruption of Full Service Partnership and / or community services / program (indicate reason below)
- Reestablishment of Full Service Partnership and / or community services / program

If there is a DISCONTINUATION / INTERRUPTION of Full Service Partnership and / or community services / program, indicate the reason (mark one):

- Target population criteria are not met.
- Partner decided to discontinue Full Service Partnership participation after partnership established.
- Partner moved to another county / service area.
- After repeated attempts to contact partner, s/he cannot be located.
- Community services / program interrupted – Partner's circumstances reflect a need for residential / institutional mental health services at this time [such as an Institution for Mental Disease (IMD), Mental Health Rehabilitation Center (MHRC), State Hospital].
- Community services / program interrupted – Partner will be serving JAIL sentence.
- Community services / program interrupted – Partner will be serving PRISON sentence.
- Partner has successfully met his / her goals such that discontinuation of Full Service Partnership is appropriate.
- Partner is deceased.

PROGRAM INFORMATION

Program Name	Date of Program Change (mm/dd/yyyy)	Currently Involved?
AB2034	<input type="text"/>	<input type="radio"/> Now enrolled in the AB2034 Program <input type="radio"/> No longer participating in the AB2034 Program
Governor's Homeless Initiative (GHI)	<input type="text"/>	<input type="radio"/> Now enrolled in the GHI Program <input type="radio"/> No longer participating in the GHI Program
MHSA Housing Program	<input type="text"/>	<input type="radio"/> Now enrolled in the MHSA Housing Program <input type="radio"/> No longer participating in the MHSA Housing Program

Date of Residential Status Change (mm/dd/yyyy):

SETTING

Indicate the new residential status (mark one):

GENERAL LIVING ARRANGEMENT

In an apartment or house alone / with spouse / partner / minor children / other dependents / roommate – must hold lease or share in rent / mortgage

With one or both biological / adoptive parents

With adult family member(s) other than parents

Single Room Occupancy (must hold lease)

SHELTER / HOMELESS

Emergency Shelter / Temporary Housing (includes people living with friends but paying no rent)

Homeless (includes people living in their cars)

SUPERVISED PLACEMENT

Unlicensed but supervised individual placement (includes paid caretakers, personal care attendants)

Assisted Living Facility

Unlicensed but supervised congregate placement (includes group living homes, sober living homes)

Licensed Community Care Facility (Board and Care)

HOSPITAL

Acute Medical Hospital

Acute Psychiatric Hospital / Psychiatric Health Facility (PHF)

State Psychiatric Hospital

RESIDENTIAL PROGRAM

Licensed Residential Treatment (includes crisis, short-term, long-term, substance abuse, dual diagnosis residential programs)

Skilled Nursing Facility (physical)

Skilled Nursing Facility (psychiatric)

Long-Term Institutional Care [Institution for Mental Disease (IMD), Mental Health Rehabilitation Center (MHRC)]

JUSTICE PLACEMENT

Jail

OTHER

Other

Unknown

Exhibit I

GRADE LEVEL INFORMATION

Date of Grade Level Completion (mm/dd/yyyy):

Level of education completed:

- | | |
|---|--|
| <p><input type="radio"/> No High School Diploma / No GED</p> <p><input type="radio"/> GED Coursework</p> <p><input type="radio"/> High School Diploma / GED</p> <p><input type="radio"/> Some College / Some Technical or Vocational Training</p> | <p><input type="radio"/> Associate's Degree (e.g., A.A., A.S.) / Technical or Vocational Degree</p> <p><input type="radio"/> Bachelor's Degree (e.g., B.A., B.S.)</p> <p><input type="radio"/> Master's Degree (e.g., M.A., M.S.)</p> <p><input type="radio"/> Doctoral Degree (e.g., M.D., Ph.D.)</p> |
|---|--|

EDUCATIONAL SETTING INFORMATION

Date of Educational Setting Change (mm/dd/yyyy):

If there are any educational setting changes, indicate ALL new and ongoing statuses including those previously reported.

	Setting
Not in school of any kind	<input type="checkbox"/>
High School / Adult Education	<input type="checkbox"/>
Technical / Vocational School	<input type="checkbox"/>
Community College / 4 year College	<input type="checkbox"/>
Graduate School	<input type="checkbox"/>
Other	<input type="checkbox"/>

If stopping school, did the partner complete a class and/or program? Yes No

Does one of the partner's current recovery goals include any kind of education at this time? Yes No

Date of Employment Change (mm/dd/yyyy):

CURRENT EMPLOYMENT

If there are any changes to the partner's employment, indicate ALL new and ongoing statuses including those previously reported.

**AVERAGE
HOURS per
WEEK**

**AVERAGE
HOURLY WAGE**

Competitive Employment:

Paid employment in the community in a position that is also open to individuals without a disability.

\$

Supported Employment:

Competitive Employment (see above) with ongoing on-site or off-site job-related support services provided.

\$

Transitional Employment / Enclave:

Paid jobs in the community that are 1) open only to individuals with a disability AND 2) are either time-limited for the purpose of moving to a more permanent job OR are part of a group of disabled individuals who are working as a team in the midst of teams of non-disabled individuals who are performing the same work.

\$

Paid In-House Work (Sheltered Workshop / Work Experience / Agency-Owned Business):

Paid jobs open only to program participants with a disability. A *Sheltered Workshop* usually offers sub-minimum wage work in a simulated environment. A *Work Experience (Adjustment) Program* within an agency provides exposure to the standard expectations and advantages of employment. An *Agency-Owned Business* serves customers outside the agency and provides realistic work experiences and can be located at the program site or in the community.

\$

Non-paid (Volunteer) Work Experience:

Non-paid (volunteer) jobs in an agency or volunteer work in the community that provides exposure to the standard expectations of employment.

Other Gainful / Employment Activity:

Any informal employment activity that increases the partner's income (e.g., recycling, gardening, babysitting) OR participation in formal structured classes and / or workshops providing instruction on issues pertinent to getting a job. (Does NOT include such activities as panhandling or illegal activities such as prostitution.)

\$

The partner is not employed at this time.

Does one of the partner's current recovery goals include any kind of employment at this time? Yes No

LEGAL ISSUES / DESIGNATIONS (Skip this section if there are no changes) **Exhibit I**

ARREST INFORMATION

Date Partner Arrested (mm/dd/yyyy):

PROBATION INFORMATION

Date of Probation Status Change (mm/dd/yyyy):

Indicate new probation status:

Removed from Probation

Placed on Probation

CONSERVATORSHIP INFORMATION

Date of Conservatorship Status Change (mm/dd/yyyy):

Indicate new conservatorship status:

Removed from conservatorship

Placed on conservatorship

PAYEE INFORMATION

Date of Payee Status Change (mm/dd/yyyy):

Indicate new payee status:

Removed from payee status

Placed on payee status

EMERGENCY INTERVENTION (Skip this section if there are no changes)

Date of Emergency Intervention (mm/dd/yyyy):

Indicate the type of emergency intervention: (e.g., emergency room visit, crisis stabilization unit)

Physical Health Related

Mental Health / Substance Abuse Related

COUNTY USE QUESTIONS (Skip this section if there are no changes)

COUNTY USE QUESTIONS	DATE of CHANGE (mm/dd/yyyy)	NEW VALUE
County Use Field # 1	<input type="text"/>	<input type="text"/>
County Use Field # 2	<input type="text"/>	<input type="text"/>
County Use Field # 3	<input type="text"/>	<input type="text"/>

Exhibit I
FULL SERVICE PARTNERSHIP
 Adult Quarterly Assessment Form
 FOR AGES 26-59 YEARS

ADULT 3M 5/1/07

PARTNERSHIP INFORMATION

County	<input style="width: 95%;" type="text"/>	*
CSI County Client Number (CCN)	<input style="width: 95%;" type="text"/>	
County Partner ID (optional)	<input style="width: 95%;" type="text"/>	
Partner's First Name	<input style="width: 95%;" type="text"/>	*
Partner's Last Name	<input style="width: 95%;" type="text"/>	*
Date Completed (mm/dd/yyyy)	<input style="width: 95%;" type="text"/>	*
Partner's Date of Birth (mm/dd/yyyy)	<input style="width: 95%;" type="text"/>	*

SOURCES OF FINANCIAL SUPPORT

Indicate all the sources of financial support used to meet the needs of the partner:	CURRENTLY (mark all that apply)
Partner's Wages	<input type="checkbox"/>
Partner's Spouse / Significant Other's Wages	<input type="checkbox"/>
Savings	<input type="checkbox"/>
Other Family Member / Friend	<input type="checkbox"/>
Retirement / Social Security Income	<input type="checkbox"/>
Veteran's Assistance Benefits	<input type="checkbox"/>
Loan / Credit	<input type="checkbox"/>
Housing Subsidy	<input type="checkbox"/>
General Relief / General Assistance	<input type="checkbox"/>
Food Stamps	<input type="checkbox"/>
Temporary Assistance for Needy Families (TANF)	<input type="checkbox"/>
Supplemental Security Income / State Supplementary Payment (SSI / SSP) Program	<input type="checkbox"/>
Social Security Disability Insurance (SSDI)	<input type="checkbox"/>
State Disability Insurance (SDI)	<input type="checkbox"/>
American Indian Tribal Benefits (e.g., per capita, revenue sharing, trust disbursements)	<input type="checkbox"/>
Other	<input type="checkbox"/>
No Financial Support	<input type="checkbox"/>

CUSTODY INFORMATION

Indicate the total number of children the partner has who are CURRENTLY:

Placed on W & I Code 300 Status:
(Dependent of the court)

Placed in Foster Care:

Legally Reunified with partner:

Adopted out:

HEALTH STATUS

Does the partner have a primary care physician CURRENTLY? Yes No

SUBSTANCE ABUSE

In the opinion of the partnership service coordinator, does the partner CURRENTLY have an active co-occurring mental illness and substance use problem? Yes No

Is the partner CURRENTLY receiving substance abuse services? Yes No

COUNTY USE QUESTIONS

COUNTY USE QUESTIONS

NEW VALUE

County Use Field # 1

County Use Field # 2

County Use Field # 3

Exhibit J

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit J, and Exhibit J-1 and Exhibit J-2. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit J, and Exhibit J-1 and Exhibit J-2.

1. Specialty Mental Health Service Rates

In no event shall compensation for the specialty mental health services for SUD/MH OP and FSP/ACT performed under this Agreement be in excess of reimbursement rates set by County during the term of this Agreement. County and Contractor has identified SUD/MH OP to be in the clinic/site based category, and FSP/ACT to be in the FSP/AOT category. In no event will the reimbursement rates to Contractor be in excess of the reimbursement rates in County's fee schedule as set by DHCS in BHIN No. 23.017, including any and all of its modifications or amendments.

Fresno County Department of Behavioral Health Specialty Mental Health Services Outpatient Rates	
Clinic/Site Based (less than 50% of services are provided in the field)	
Provider Type	Provider Rate Per Hour
Psychiatrist/ Contracted Psychiatrist	\$912.79
Physicians Assistant	\$409.38
Nurse Practitioner	\$453.91
RN	\$370.76
Certified Nurse Specialist	\$453.91
LVN	\$194.77
Pharmacist	\$436.93
Licensed Psychiatric Technician	\$166.97
Psychologist/Pre-licensed Psychologist	\$367.09
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	\$237.56
Occupational Therapist	\$316.22
Mental Health Rehab Specialist	\$178.73
Peer Recovery Specialist	\$187.66
Other Qualified Providers - Other Designated MH staff that bill medical	\$178.73

Exhibit J

Fresno County Department of Behavioral Health Specialty Mental Health Services Outpatient Rates	
FSP and AOT	
Provider Type	Provider Rate Per Hour
Psychiatrist/ Contracted Psychiatrist	\$1,140.98
Physicians Assistant	\$511.73
Nurse Practitioner	\$567.38
RN	\$463.45
Certified Nurse Specialist	\$567.38
LVN	\$243.47
Pharmacist	\$546.16
Licensed Psychiatric Technician	\$208.72
Psychologist/Pre-licensed Psychologist	\$458.87
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$296.95
Occupational Therapist	\$395.28
Mental Health Rehab Specialist	\$223.41
Peer Recovery Specialist	\$234.58
Other Qualified Providers - Other Designated MH staff that bill medical	\$223.41

2. **Non-Medi-Cal Supports**

County agrees to pay Contractor and Contractor agrees to receive compensation for actual expenditures incurred in accordance with the Contractor's cost reimbursement "budget" documents for non-Medi-Cal support services for SUD/MH OP and FSP/ACT as approved by the County's DBH director or designee in Exhibit J-1.

3. **Whole Person Care Like Pilot Services**

County agrees to pay Contractor and Contractor agrees to receive compensation for actual expenditures incurred in accordance with the Contractor's cost reimbursement "budget" documents approved by the County's DBH director or designee in Exhibit J-

2.

Exhibit J-1

Forensic Continuum of Care FSP/ACT
Turning Point of Central California, Inc.
Fiscal Year (FY) 2023-24

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Records Technician	0.69	\$ 7,582		\$ 7,582
1102	Administrative Assistant	0.60	13,320		13,320
1103	Program Bookkeeper	0.60	13,320		13,320
1104	Secretary	0.60	10,673		10,673
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		2.49	\$ 44,895		\$ 44,895
Acct #	Program Position	FTE	Admin	Program	Total
1116	Assistant Program Director	0.60		\$ 29,531	\$ 29,531
1117	Program Director	0.60		36,030	36,030
1118	Mental Health Specialist	0.69		171,351	171,351
1119	Supervising Personal Services Coordinator	0.60		20,844	20,844
1120	Peer Support	0.69		33,763	33,763
1121	Mental Health Professional	0.69		73,911	73,911
1122	Nurse	0.69		30,831	30,831
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		4.55		\$ 396,261	\$ 396,261
Direct Personnel Salaries Subtotal		7.04	\$ 44,895	\$ 396,261	\$ 441,156
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 1,496	\$ 13,209	\$ 14,705
1202	Worker's Compensation		532	4,700	5,232
1203	Health Insurance		6,650	58,701	65,351
1204	Other (Dental)		522	4,605	5,127
1205	Other (ACI)		15	132	147
1206	Other (Accrued Paid Leave)		4,988	44,029	49,017
Direct Employee Benefits Subtotal:			\$ 14,203	\$ 125,376	\$ 139,579
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ 723	\$ 6,384	\$ 7,107
1302	FICA/MEDICARE		3,118	27,518	30,636
1303	SUI		728	6,428	7,156
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 4,569	\$ 40,330	\$ 44,899
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ 63,667	\$ 561,967	\$ 625,634

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	10%	90%

Exhibit J-1

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	593,075
2003	Client Transportation & Support	7,000
2004	Clothing & Hygiene	5,000
2005	Education Support	10,000
2006	Employment Support	3,200
2007	Household Items for Clients	-
2008	Medication Supports	86,000
2009	Program Supplies - Medical	2,199
2010	Utility Vouchers	19,200
2011	Client Activities	10,000
2012	Client Personal Needs	2,200
2013	Client Food	5,259
2014	Client Physical Exams	9,750
2015	Client Testing Materials	1,600
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 754,483

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 3,194
3002	Printing/Postage	332
3003	Office, Household & Program Supplies	3,065
3004	Advertising	-
3005	Staff Development & Training	2,763
3006	Staff Mileage	362
3007	Subscriptions & Memberships	272
3008	Vehicle Maintenance/Fuel/Insurance	9,330
3009	Recruitment	2,235
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 21,553

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 287
4002	Rent/Lease Building	47,534
4003	Rent/Lease Equipment	302
4004	Rent/Lease Vehicles	8,774
4005	Security	498
4006	Utilities	10,113
4007	Equipment Maintenance	362
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 67,870

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 179
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	1,374
5005	O/S Labor Phychiatrist	42,649
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 44,202

Exhibit J-1

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	1,857
6003	Accounting/Bookkeeping	-
6004	External Audit	377
6005	Insurance (Specify):	-
6006	Payroll Services	2,117
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Licenses	876
6010	Indirect	222,716
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 227,943

INDIRECT COST RATE	15.00%
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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	604
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Expendable Equipment	5,194
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 5,798

TOTAL PROGRAM EXPENSES		\$ 1,747,483
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports	Preventive Behavioral Health Continuum of Care - F	\$ 754,483
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 754,483

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	
8402	Client Insurance	-
8403	Grants (Specify) - CCP AB109	797,621
8404	Other (Specify) - DSH Diversion	195,379
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 993,000

TOTAL PROGRAM FUNDING SOURCES:		\$ 1,747,483
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NET PROGRAM COST:	\$ -
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Exhibit J-1

**Forensic Continuum of Care FSP/ACT
Turning Point of Central California, Inc.
Fiscal Year (FY) 2023-24**

PARTIAL FTE DETAIL

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

Position	Contract #/Name/Department/County	FTE %
Records Technician	Allocation to CCP & DSH	0.38
	Allocation to FSC FSP FFP	0.17
	OP	0.45
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Administrative Assistant	Allocation to CCP & DSH	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Bookkeeper	Allocation to CCP & DSH	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Secretary	Allocation to CCP & DSH	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Assistant Program Director	Allocation to CCP & DSH	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Director	Allocation to CCP & DSH	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Case Manager	Allocation to CCP & DSH	0.69
	Allocation to FSC FSP FFP	0.31

Exhibit J-1

Total		<u>0.00</u>

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

Exhibit J-1
Forensic Continuum of Care FSP/ACT
Turning Point of Central California, Inc.
Fiscal Year (FY) 2023-24 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		625,634	
Administrative Positions		44,895	
1101	Records Technician	7,582	The Records Technician will keep track of the Medical Records and will do the billing for the program. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1102	Administrative Assistant	13,320	The Administrative Assistant will oversee the support staff and will help with all support staff duties. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1103	Program Bookkeeper	13,320	The Program Bookkeeper will be assisting the clients with their client fees for their portion of rent if necessary and keeping track of all the incoming and outgoing of petty cash as needed. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1104	Secretary	10,673	Provides direct services to the program by data entry, phone calls, checking in clients, etc. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		396,261	
1116	Assistant Program Director	29,531	The Assitant Program Director will supervise staff and assist the Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1117	Program Director	36,030	The Program Director oversees the program and the hiring, training and supervising of staff. When a staff takes leave, the program is not changed since it's already been accrued. Our Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1118	Mental Health Specialist	171,351	Mental Health Specialist will carry a caseload while also specializing in linking and providing services to those interested in engagement in employment and education services. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1119	Supervising Personal Services Coordinator	20,844	Provides supervision to all Mental Health Specialists to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assisting in training new staff and reporting to the Assistant Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1120	Peer Support	33,763	Serves as a client advocate and provides information and peer support to clients throughout their recovery process. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1121	Mental Health Professional	73,911	Provides mental health assessment, assessing for Medical Necessity, assists client in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy as client requests, while also providing program support to assist clients in crisis. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.

Exhibit J-1

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1122	Nurse	30,831	Nurses work with the doctors for client care, maintaining compliance with Turning Point policies and procedures, providing training and ensuring accurate charting in accordance with Medi-cal. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.	
1123	0	-		
1124	0	-		
1125	0	-		
1126	0	-		
1127	0	-		
1128	0	-		
1129	0	-		
1130	0	-		
1131	0	-		
1132	0	-		
1133	0	-		
1134	0	-		
Direct Employee Benefits				
1201	Retirement	14,705	10-5940 Retirement: Cost of Agency contribution to employee retirement plans. These are non-treatment related costs.	
1202	Worker's Compensation	5,232	10-5930 Workers Compensation Insurance: Cost of workers compensation insurance. These are non-treatment related costs.	
1203	Health Insurance	65,351	10-5950 Health Insurance: Agency cost for health insurance including Vision These are non-treatment related costs.	
1204	Other (Dental)	5,127	10-5960 Dental Insurance: Agency cost for dental insurance. These are non-treatment related costs.	
1205	Other (ACI)	147	10-5990 Other Benefits: Agency cost for other wage related employee benefits. These are non-treatment related costs.	
1206	Other (Accrued Paid Leave)	49,017	10-5980 Accrued Paid Leave: The monetary value of staff Paid Leave hours as they accrue on a monthly basis. These are non-treatment related costs.	
Direct Payroll Taxes & Expenses:		44,899		
1301	OASDI	7,107	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1302	FICA/MEDICARE	30,636	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1303	SUI	7,156	10-5920 S.U.I. (State Unemployment Insurance): Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. These are non-treatment related costs.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		
2000: DIRECT CLIENT SUPPORT		754,483		
2001	Child Care	-		
2002	Client Housing Support	593,075	10-7060 Client Housing Assistance: Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.)	
2003	Client Transportation & Support	7,000	10-7015 Client Transportation: Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.)	
2004	Clothing & Hygiene	5,000	10-7021 Client Clothing & Hygiene: Cost of client hygiene supplies and non-work related clothing. (Examples: clothes, shoes, hats, beanies, scarves, soap, toothpaste, deodorant, grooming supplies, hair accessories, diapers, etc.)	
2005	Education Support	10,000	10-7150 Client Educational Material: Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class.	
2006	Employment Support	3,200	10-7022 Client Employment Support: Cost of client pre-employment preparation and employment retention. (Examples: job search and interview attire, work boots and tools required for employment, etc.)	
2007	Household Items for Clients	-		

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2008	Medication Supports	86,000	10-7030 Client Medical Expense: Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract
2009	Program Supplies - Medical	2,199	10-6122 Program Supplies-Medical: Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, sunblock, insect repellent, *over-the-counter medication/vitamins-if allowable per contract*, etc.
2010	Utility Vouchers	19,200	10-7023 Client Utility/Rental Security Deposits: Cost of client utility bills and/or security deposits.
2011	Client Activities	10,000	10-7010 Client Activities/Recreation: Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, cash reinforcer, admission fees to events, etc.)
2012	Client Personal Needs	2,200	10-7020 Client Personal Needs: Cost of supplying clients with necessary personal items not detailed in other accounts. (Examples: birth certificate, DMV fee for ID or license, clients household cleaning products/house supplies/kitchen supplies for their own home, pots/pans/dishes, linens, locker lock, paper towels and child related expenses such as car seat/stroller/play pin/toys, special food for allergies, reinforcers from P & I funds, laptop, tablet, etc.)
2013	Client Food	5,259	10-6150 Food: Cost of food and drink to be consumed by the residents/clients. (Examples: Groceries to prepare onsite, outside food brought onsite, food/drinks for clients)
2014	Client Physical Exams	9,750	10-7080 Client Physical Exams: Cost of client admission physical examinations and TB testing.
2015	Client Testing Materials	1,600	10-7140 Client Testing Material: Cost of U/A testing supplies, including breathalyzer, used to determine treatment required for clients.
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		21,553	
3001	Telecommunications	3,194	10-6340 Communications: Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) These are non-treatment related costs.
3002	Printing/Postage	332	10-6400 Postage: Cost of Agency postage and delivery. Including delivery by the U.S. Post Office, U.P.S., FedEx or other courier services. These are non-treatment related costs.
3003	Office, Household & Program Supplies	3,065	10-6110 Office Supplies: Cost of items normally used in an office setting. 10-6130 House Supplies: Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. 10-6120 Program Supplies: Cost of any items normally used by clients or to directly benefit the clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. 10-6243 General Supplies: Cost of items generally used by all at program's location. 10-6244 Janitorial Supplies & Services: Cost of items or services to maintain the esthetics of the premises. These are non-treatment related costs.
3004	Advertising	-	
3005	Staff Development & Training	2,763	10-6440 Staff Educational Expense: Cost of employee training courses and materials. (Examples: certification, training, books, etc.) *May include cost of room rental. These are non-treatment related costs.
3006	Staff Mileage	362	10-6060 Staff Mileage: Cost of employee mileage reimbursement paid in accordance with FPM section 1005. These are non-treatment related costs.
3007	Subscriptions & Memberships	272	10-6360 Dues & Subscriptions: Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) These are non-treatment related costs.
3008	Vehicle Maintenance/Fuel/Insurance	9,330	10-6030 Vehicle Insurance: Cost for vehicle insurance. 10-6040 Vehicle Fuel: Cost of gas in vehicles. 10-6050 Vehicle Maintenance: Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. (Examples: repairs, battery, carwash *Includes: impounds) These are non-treatment related costs.
3009	Recruitment	2,235	10-6470 Recruitment: Cost of advertising and other employee recruitment expenses. (Examples: newspaper ad, urine screening, background check, etc.) These are non-treatment related costs.

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
3010	Other (specify)	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		67,870	
4001	Building Maintenance	287	10-6330 Building Maintenance: Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, deadbolt, door knob/lock, keys, key tags, air/furnace filters, smoke alarm, co2 alarm, exit sign, blinds, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project, in this case use 6603, or projects over \$2,000.00 that will require the procurement process and a WIP to be completed. These are non-treatment related costs. These are non-treatment related costs.
4002	Rent/Lease Building	47,534	10-6320 Building Rent (Other): Cost of rent/lease payments made for building leases from outside sources. These are non-treatment related costs.
4003	Rent/Lease Equipment	302	10-6220 Furniture & Equipment Rent/Lease (Other): Cost of rent/lease payments made for furniture and equipment leases from outside sources. (Examples: high capacity copier/printer/scanner, washer/dryer, vending machine, furniture, water cooler, postage meter, etc.) These are non-treatment related costs.
4004	Rent/Lease Vehicles	8,774	10-6020 Vehicle Rent/Lease (Other): Rental cost of non-Agency vehicles and lease of agency vehicles.
4005	Security	498	10-6390 Security: Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, locks, padlocks, etc.) These are non-treatment related costs.
4006	Utilities	10,113	10-6350 Utilities: Cost of service for power, gas, water, sewer, garbage, etc. These are non-treatment related costs.
4007	Equipment Maintenance	362	10-6230 Equipment Maintenance: Cost of repair or maintenance of office/house equipment and furniture. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, video card, adapter, laptop battery, monitor/printer/phone cord, cord covers, power strip, surge protector, extension cord, cable ties, drum, hose, filter, drawer slide set/rollers, keys for filing cabinet, etc.) These are non-treatment related costs.
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		44,202	
5001	Consultant (Network & Data Management)	179	10-6115 Software & Computer Support: Cost of computer software and computer support. (Examples: Microsoft Office, QuickBooks, PDF converter, Avatar, Vipre anti-virus, LogMeln, web filter, etc.) This account should not be used for the purchase of computers and related accessories. Computer accessories such as a mouse, keyboard and speakers must be coded to 6190. These are non-treatment related costs.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	1,374	Paid to outside vendors for translation / interpreter services. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5005	O/S Labor Psychiatrist	42,649	These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		227,943	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	1,857	10-6370 Insurance: Cost of Agency liability and property insurance. These are non-treatment related costs.
6003	Accounting/Bookkeeping	-	
6004	External Audit	377	10-6460 Audit Expense: Cost of outside audit fees. These are non-treatment related costs.
6005	Insurance (Specify):	-	

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
6006	Payroll Services	2,117	10-6482 Payroll Software & Support. These are non-treatment related costs.
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Licenses	876	10-6380 Licenses: Cost in obtaining and renewing licenses and permits. (Examples: Electronic Medical Records (EMR) database, kitchen/restaurant permit, fire clearance, facility inspections, vehicle registration, etc.) These are non-treatment related costs.
6010	Indirect	222,716	10-9000's Indirect Allocated Costs. These are non-treatment related costs.
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		5,798	
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	604	10-6240 Expendable Furniture: Cost of small, inexpensive Agency property with a normal useful life generally less than one year or a value that is minor or insignificant, typically items with a total cost of less than \$5000 per item. (Examples: small desk, portable desk, chair, filing cabinet, mail slots, shelving unit, table, foldable tables/chairs, bed, mattress, nightstand, room divider, etc. *Includes assembly fee) (For additional information, see procedures section 0900) These are non-treatment related costs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Expendable Equipment	5,194	10-6190 Expendable Equipment: Cost of purchasing office/house equipment that has a cost less than \$5000 per item. (Examples: electronic stapler/calculator/hole puncher, computer, monitor, keyboard, mouse, speakers and other computer accessories including mousepad and wrist pad, desk printer, tablet, tablet cover, lamp, desk lamp, fan, radio, television, phone, coffee machine, popcorn maker, toaster, refrigerator, dishwasher, washer, dryer, portable a/c unit, hand soap/hand towel dispenser, fire extinguisher, dolly, canopy, shed, barbecue, drill, etc.) These are non-treatment related costs.
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 1,747,483

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 1,747,483

BUDGET CHECK: -

Exhibit J-1

Forensic Continuum of Care FSP/ACT
Turning Point of Central California, Inc.
Fiscal Year (FY) 2024-25

PROGRAM EXPENSES					
1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Records Technician	0.69	\$ 7,582		\$ 7,582
1102	Administrative Assistant	0.60	13,320		13,320
1103	Program Bookkeeper	0.60	13,320		13,320
1104	Secretary	0.60	10,673		10,673
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		2.49	\$ 44,895		\$ 44,895
Acct #	Program Position	FTE	Admin	Program	Total
1116	Assistant Program Director	0.60		\$ 29,531	\$ 29,531
1117	Program Director	0.60		36,030	36,030
1118	Mental Health Specialist	0.69		171,351	171,351
1119	Supervising Personal Services Coordinator	0.60		20,844	20,844
1120	Peer Support	0.69		33,763	33,763
1121	Mental Health Professional	0.69		73,911	73,911
1122	Nurse	0.69		30,831	30,831
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		4.55		\$ 396,261	\$ 396,261
Direct Personnel Salaries Subtotal		7.04	\$ 44,895	\$ 396,261	\$ 441,156
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 1,496	\$ 13,209	\$ 14,705
1202	Worker's Compensation		532	4,700	5,232
1203	Health Insurance		6,650	58,701	65,351
1204	Other (Dental)		522	4,605	5,127
1205	Other (ACI)		15	132	147
1206	Other (Accrued Paid Leave)		4,988	44,029	49,017
Direct Employee Benefits Subtotal:			\$ 14,203	\$ 125,376	\$ 139,579
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ 723	\$ 6,384	\$ 7,107
1302	FICA/MEDICARE		3,118	27,518	30,636
1303	SUI		728	6,428	7,156
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 4,569	\$ 40,330	\$ 44,899
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:					
			\$ 63,667	\$ 561,967	\$ 625,634

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	10%	90%

Exhibit J-1

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	593,075
2003	Client Transportation & Support	7,000
2004	Clothing & Hygiene	5,000
2005	Education Support	10,000
2006	Employment Support	3,200
2007	Household Items for Clients	-
2008	Medication Supports	86,000
2009	Program Supplies - Medical	2,199
2010	Utility Vouchers	19,200
2011	Client Activities	10,000
2012	Client Personal Needs	2,200
2013	Client Food	5,259
2014	Client Physical Exams	9,750
2015	Client Testing Materials	1,600
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 754,483

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 3,194
3002	Printing/Postage	332
3003	Office, Household & Program Supplies	3,065
3004	Advertising	-
3005	Staff Development & Training	2,763
3006	Staff Mileage	362
3007	Subscriptions & Memberships	272
3008	Vehicle Maintenance/Fuel/Insurance	9,330
3009	Recruitment	2,235
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 21,553

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 287
4002	Rent/Lease Building	47,534
4003	Rent/Lease Equipment	302
4004	Rent/Lease Vehicles	8,774
4005	Security	498
4006	Utilities	10,113
4007	Equipment Maintenance	362
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 67,870

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 179
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	1,374
5005	O/S Labor Phychiatrist	42,649
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 44,202

Exhibit J-1

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	1,857
6003	Accounting/Bookkeeping	-
6004	External Audit	377
6005	Insurance (Specify):	-
6006	Payroll Services	2,117
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Licenses	876
6010	Indirect	222,716
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 227,943

INDIRECT COST RATE	15.00%
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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	604
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Expendable Equipment	5,194
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 5,798

TOTAL PROGRAM EXPENSES		\$ 1,747,483
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports	Preventive Behavioral Health Continuum of Care - F	\$ 754,483
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 754,483

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify) - CCP AB109	993,000
8404	Other (Specify) - DSH Diversion	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 993,000

TOTAL PROGRAM FUNDING SOURCES:		\$ 1,747,483
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NET PROGRAM COST:	\$ -
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Exhibit J-1

**Forensic Continuum of Care FSP/ACT
Turning Point of Central California, Inc.
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 %
Records Technician	Allocation to CCP	0.38
	Allocation to FSC FSP FFP	0.17
	OP	0.45
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Administrative Assistant	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Bookkeeper	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Secretary	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Assistant Program Director	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Director	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Case Manager	Allocation to CCP	0.69
	Allocation to FSC FSP FFP	0.31

Exhibit J-1

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Supervising Personal Services Coordinator	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Peer Support	Allocation to CCP	0.69
	Allocation to FSC FSP FFP	0.31

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Mental Health Professional	Allocation to CCP	0.69
	Allocation to FSC FSP FFP	0.31

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Nurse	Allocation to CCP	0.52
	Allocation to FSC FSP FFP	0.23
	OP	0.25

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 J-1

Total		<u>0.00</u>

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

Exhibit J-1
Forensic Continuum of Care FSP/ACT
Turning Point of Central California, 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		625,634	
Administrative Positions		44,895	
1101	Records Technician	7,582	The Records Technician will keep track of the Medical Records and will do the billing for the program. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1102	Administrative Assistant	13,320	The Administrative Assistant will oversee the support staff and will help with all support staff duties. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1103	Program Bookkeeper	13,320	The Program Bookkeeper will be assisting the clients with their client fees for their portion of rent if necessary and keeping track of all the incoming and outgoing of petty cash as needed. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1104	Secretary	10,673	Provides direct services to the program by data entry, phone calls, checking in clients, etc. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		396,261	
1116	Assistant Program Director	29,531	The Assitant Program Director will supervise staff and assist the Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1117	Program Director	36,030	The Program Director oversees the program and the hiring, training and supervising of staff. When a staff takes leave, the program is not changed since it's already been accrued. Our Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1118	Mental Health Specialist	171,351	Mental Health Specialist will carry a caseload while also specializing in linking and providing services to those interested in engagement in employment and education services. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1119	Supervising Personal Services Coordinator	20,844	Provides supervision to all Mental Health Specialists to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assisting in training new staff and reporting to the Assistant Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1120	Peer Support	33,763	Serves as a client advocate and provides information and peer support to clients throughout their recovery process. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1121	Mental Health Professional	73,911	Provides mental health assessment, assessing for Medical Necessity, assists client in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy as client requests, while also providing program support to assist clients in crisis. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.

Exhibit J-1

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1122	Nurse	30,831	Nurses work with the doctors for client care, maintaining compliance with Turning Point policies and procedures, providing training and ensuring accurate charting in accordance with Medi-cal. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.	
1123	0	-		
1124	0	-		
1125	0	-		
1126	0	-		
1127	0	-		
1128	0	-		
1129	0	-		
1130	0	-		
1131	0	-		
1132	0	-		
1133	0	-		
1134	0	-		
Direct Employee Benefits				
1201	Retirement	14,705	10-5940 Retirement: Cost of Agency contribution to employee retirement plans. These are non-treatment related costs.	
1202	Worker's Compensation	5,232	10-5930 Workers Compensation Insurance: Cost of workers compensation insurance. These are non-treatment related costs.	
1203	Health Insurance	65,351	10-5950 Health Insurance: Agency cost for health insurance including Vision These are non-treatment related costs.	
1204	Other (Dental)	5,127	10-5960 Dental Insurance: Agency cost for dental insurance. These are non-treatment related costs.	
1205	Other (ACI)	147	10-5990 Other Benefits: Agency cost for other wage related employee benefits. These are non-treatment related costs.	
1206	Other (Accrued Paid Leave)	49,017	10-5980 Accrued Paid Leave: The monetary value of staff Paid Leave hours as they accrue on a monthly basis. These are non-treatment related costs.	
Direct Payroll Taxes & Expenses:		44,899		
1301	OASDI	7,107	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1302	FICA/MEDICARE	30,636	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1303	SUI	7,156	10-5920 S.U.I. (State Unemployment Insurance): Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. These are non-treatment related costs.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		
2000: DIRECT CLIENT SUPPORT		754,483		
2001	Child Care	-		
2002	Client Housing Support	593,075	10-7060 Client Housing Assistance: Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.)	
2003	Client Transportation & Support	7,000	10-7015 Client Transportation: Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.)	
2004	Clothing & Hygiene	5,000	10-7021 Client Clothing & Hygiene: Cost of client hygiene supplies and non-work related clothing. (Examples: clothes, shoes, hats, beanies, scarves, soap, toothpaste, deodorant, grooming supplies, hair accessories, diapers, etc.)	
2005	Education Support	10,000	10-7150 Client Educational Material: Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class.	
2006	Employment Support	3,200	10-7022 Client Employment Support: Cost of client pre-employment preparation and employment retention. (Examples: job search and interview attire, work boots and tools required for employment, etc.)	
2007	Household Items for Clients	-		

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2008	Medication Supports	86,000	10-7030 Client Medical Expense: Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract
2009	Program Supplies - Medical	2,199	10-6122 Program Supplies-Medical: Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, sunblock, insect repellent, *over-the-counter medication/vitamins-if allowable per contract*, etc.
2010	Utility Vouchers	19,200	10-7023 Client Utility/Rental Security Deposits: Cost of client utility bills and/or security deposits.
2011	Client Activities	10,000	10-7010 Client Activities/Recreation: Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, cash reinforcer, admission fees to events, etc.)
2012	Client Personal Needs	2,200	10-7020 Client Personal Needs: Cost of supplying clients with necessary personal items not detailed in other accounts. (Examples: birth certificate, DMV fee for ID or license, clients household cleaning products/house supplies/kitchen supplies for their own home, pots/pans/dishes, linens, locker lock, paper towels and child related expenses such as car seat/stroller/play pin/toys, special food for allergies, reinforcers from P & I funds, laptop, tablet, etc.)
2013	Client Food	5,259	10-6150 Food: Cost of food and drink to be consumed by the residents/clients. (Examples: Groceries to prepare onsite, outside food brought onsite, food/drinks for clients)
2014	Client Physical Exams	9,750	10-7080 Client Physical Exams: Cost of client admission physical examinations and TB testing.
2015	Client Testing Materials	1,600	10-7140 Client Testing Material: Cost of U/A testing supplies, including breathalyzer, used to determine treatment required for clients.
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		21,553	
3001	Telecommunications	3,194	10-6340 Communications: Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) These are non-treatment related costs.
3002	Printing/Postage	332	10-6400 Postage: Cost of Agency postage and delivery. Including delivery by the U.S. Post Office, U.P.S., FedEx or other courier services. These are non-treatment related costs.
3003	Office, Household & Program Supplies	3,065	10-6110 Office Supplies: Cost of items normally used in an office setting. 10-6130 House Supplies: Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. 10-6120 Program Supplies: Cost of any items normally used by clients or to directly benefit the clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. 10-6243 General Supplies: Cost of items generally used by all at program's location. 10-6244 Janitorial Supplies & Services: Cost of items or services to maintain the esthetics of the premises. These are non-treatment related costs.
3004	Advertising	-	
3005	Staff Development & Training	2,763	10-6440 Staff Educational Expense: Cost of employee training courses and materials. (Examples: certification, training, books, etc.) *May include cost of room rental. These are non-treatment related costs.
3006	Staff Mileage	362	10-6060 Staff Mileage: Cost of employee mileage reimbursement paid in accordance with FPM section 1005. These are non-treatment related costs.
3007	Subscriptions & Memberships	272	10-6360 Dues & Subscriptions: Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) These are non-treatment related costs.
3008	Vehicle Maintenance/Fuel/Insurance	9,330	10-6030 Vehicle Insurance: Cost for vehicle insurance. 10-6040 Vehicle Fuel: Cost of gas in vehicles. 10-6050 Vehicle Maintenance: Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. (Examples: repairs, battery, carwash *Includes: impounds) These are non-treatment related costs.
3009	Recruitment	2,235	10-6470 Recruitment: Cost of advertising and other employee recruitment expenses. (Examples: newspaper ad, urine screening, background check, etc.) These are non-treatment related costs.

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
3010	Other (specify)	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		67,870	
4001	Building Maintenance	287	10-6330 Building Maintenance: Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, deadbolt, door knob/lock, keys, key tags, air/furnace filters, smoke alarm, co2 alarm, exit sign, blinds, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project, in this case use 6603, or projects over \$2,000.00 that will require the procurement process and a WIP to be completed. These are non-treatment related costs. These are non-treatment related costs.
4002	Rent/Lease Building	47,534	10-6320 Building Rent (Other): Cost of rent/lease payments made for building leases from outside sources. These are non-treatment related costs.
4003	Rent/Lease Equipment	302	10-6220 Furniture & Equipment Rent/Lease (Other): Cost of rent/lease payments made for furniture and equipment leases from outside sources. (Examples: high capacity copier/printer/scanner, washer/dryer, vending machine, furniture, water cooler, postage meter, etc.) These are non-treatment related costs.
4004	Rent/Lease Vehicles	8,774	10-6020 Vehicle Rent/Lease (Other): Rental cost of non-Agency vehicles and lease of agency vehicles.
4005	Security	498	10-6390 Security: Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, locks, padlocks, etc.) These are non-treatment related costs.
4006	Utilities	10,113	10-6350 Utilities: Cost of service for power, gas, water, sewer, garbage, etc. These are non-treatment related costs.
4007	Equipment Maintenance	362	10-6230 Equipment Maintenance: Cost of repair or maintenance of office/house equipment and furniture. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, video card, adapter, laptop battery, monitor/printer/phone cord, cord covers, power strip, surge protector, extension cord, cable ties, drum, hose, filter, drawer slide set/rollers, keys for filing cabinet, etc.) These are non-treatment related costs.
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		44,202	
5001	Consultant (Network & Data Management)	179	10-6115 Software & Computer Support: Cost of computer software and computer support. (Examples: Microsoft Office, QuickBooks, PDF converter, Avatar, Vipre anti-virus, LogMeln, web filter, etc.) This account should not be used for the purchase of computers and related accessories. Computer accessories such as a mouse, keyboard and speakers must be coded to 6190. These are non-treatment related costs.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	1,374	Paid to outside vendors for translation / interpreter services. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5005	O/S Labor Psychiatrist	42,649	These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		227,943	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	1,857	10-6370 Insurance: Cost of Agency liability and property insurance. These are non-treatment related costs.
6003	Accounting/Bookkeeping	-	
6004	External Audit	377	10-6460 Audit Expense: Cost of outside audit fees. These are non-treatment related costs.

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
6005	Insurance (Specify):	-	
6006	Payroll Services	2,117	10-6482 Payroll Software & Support. These are non-treatment related costs.
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Licenses	876	10-6380 Licenses: Cost in obtaining and renewing licenses and permits. (Examples: Electronic Medical Records (EMR) database, kitchen/restaurant permit, fire clearance, facility inspections, vehicle registration, etc.) These are non-treatment related costs.
6010	Indirect	222,716	10-9000's Indirect Allocated Costs. These are non-treatment related costs.
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		5,798	
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	604	10-6240 Expendable Furniture: Cost of small, inexpensive Agency property with a normal useful life generally less than one year or a value that is minor or insignificant, typically items with a total cost of less than \$5000 per item. (Examples: small desk, portable desk, chair, filing cabinet, mail slots, shelving unit, table, foldable tables/chairs, bed, mattress, nightstand, room divider, etc. *Includes assembly fee) (For additional information, see procedures section 0900) These are non-treatment related costs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Expendable Equipment	5,194	10-6190 Expendable Equipment: Cost of purchasing office/house equipment that has a cost less than \$5000 per item. (Examples: electronic stapler/calculator/hole puncher, computer, monitor, keyboard, mouse, speakers and other computer accessories including mousepad and wrist pad, desk printer, tablet, tablet cover, lamp, desk lamp, fan, radio, television, phone, coffee machine, popcorn maker, toaster, refrigerator, dishwasher, washer, dryer, portable a/c unit, hand soap/hand towel dispenser, fire extinguisher, dolly, canopy, shed, barbecue, drill, etc.) These are non-treatment related costs.
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 1,747,483

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 1,747,483

BUDGET CHECK: -

Exhibit J-1

Forensic Continuum of Care FSP/ACT
 Turning Point of Central California, Inc.
 Fiscal Year (FY) 2025-26

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Records Technician	0.69	\$ 7,582		\$ 7,582
1102	Administrative Assistant	0.60	13,320		13,320
1103	Program Bookkeeper	0.60	13,320		13,320
1104	Secretary	0.60	10,673		10,673
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		2.49	\$ 44,895		\$ 44,895

Acct #	Program Position	FTE	Admin	Program	Total
1116	Assistant Program Director	0.60		\$ 29,531	\$ 29,531
1117	Program Director	0.60		36,030	36,030
1118	Mental Health Specialist	0.69		171,351	171,351
1119	Supervising Personal Services Coordinator	0.60		20,844	20,844
1120	Peer Support	0.69		33,763	33,763
1121	Mental Health Professional	0.69		73,911	73,911
1122	Nurse	0.69		30,831	30,831
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		4.55		\$ 396,261	\$ 396,261

		FTE	Admin	Program	Total
Direct Personnel Salaries Subtotal		7.04	\$ 44,895	\$ 396,261	\$ 441,156

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 1,496	\$ 13,209	\$ 14,705
1202	Worker's Compensation	532	4,700	5,232
1203	Health Insurance	6,650	58,701	65,351
1204	Other (Dental)	522	4,605	5,127
1205	Other (ACI)	15	132	147
1206	Other (Accrued Paid Leave)	4,988	44,029	49,017
Direct Employee Benefits Subtotal:		\$ 14,203	\$ 125,376	\$ 139,579

Direct Payroll Taxes & Expenses:

Acct #	Description	Admin	Program	Total
1301	OASDI	\$ 723	\$ 6,384	\$ 7,107
1302	FICA/MEDICARE	3,118	27,518	30,636
1303	SUI	728	6,428	7,156
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 4,569	\$ 40,330	\$ 44,899

DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 63,667	\$ 561,967	\$ 625,634

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	10%	90%

Exhibit J-1

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	593,075
2003	Client Transportation & Support	7,000
2004	Clothing & Hygiene	5,000
2005	Education Support	10,000
2006	Employment Support	3,200
2007	Household Items for Clients	-
2008	Medication Supports	86,000
2009	Program Supplies - Medical	2,199
2010	Utility Vouchers	19,200
2011	Client Activities	10,000
2012	Client Personal Needs	2,200
2013	Client Food	5,259
2014	Client Physical Exams	9,750
2015	Client Testing Materials	1,600
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 754,483

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 3,194
3002	Printing/Postage	332
3003	Office, Household & Program Supplies	3,065
3004	Advertising	-
3005	Staff Development & Training	2,763
3006	Staff Mileage	362
3007	Subscriptions & Memberships	272
3008	Vehicle Maintenance/Fuel/Insurance	9,330
3009	Recruitment	2,235
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 21,553

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 287
4002	Rent/Lease Building	47,534
4003	Rent/Lease Equipment	302
4004	Rent/Lease Vehicles	8,774
4005	Security	498
4006	Utilities	10,113
4007	Equipment Maintenance	362
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 67,870

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 179
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	1,374
5005	O/S Labor Phychiatrist	42,649
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 44,202

Exhibit J-1

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	1,857
6003	Accounting/Bookkeeping	-
6004	External Audit	377
6005	Insurance (Specify):	-
6006	Payroll Services	2,117
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Licenses	876
6010	Indirect	222,716
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 227,943

INDIRECT COST RATE	15.00%
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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	604
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Expendable Equipment	5,194
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 5,798

TOTAL PROGRAM EXPENSES		\$ 1,747,483
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports	Preventive Behavioral Health Continuum of Care - F	\$ 754,483
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 754,483

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify) - CCP AB109	993,000
8404	Other (Specify) - DSH Diversion	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 993,000

TOTAL PROGRAM FUNDING SOURCES:		\$ 1,747,483
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NET PROGRAM COST:	\$ -
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Exhibit J-1

**Forensic Continuum of Care FSP/ACT
Turning Point of Central California, 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 %
Records Technician	Allocation to CCP	0.38
	Allocation to FSC FSP FFP	0.17
	OP	0.45
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Administrative Assistant	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Bookkeeper	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Secretary	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Assistant Program Director	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Director	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Case Manager	Allocation to CCP	0.69
	Allocation to FSC FSP FFP	0.31

Exhibit J-1

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Supervising Personal Services Coordinator	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Peer Support	Allocation to CCP	0.69
	Allocation to FSC FSP FFP	0.31

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Mental Health Professional	Allocation to CCP	0.69
	Allocation to FSC FSP FFP	0.31

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Nurse	Allocation to CCP	0.52
	Allocation to FSC FSP FFP	0.23
	OP	0.25

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 J-1

Total		<u>0.00</u>

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

Exhibit J-1
Forensic Continuum of Care FSP/ACT
Turning Point of Central California, 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		625,634	
Administrative Positions		44,895	
1101	Records Technician	7,582	The Records Technician will keep track of the Medical Records and will do the billing for the program. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1102	Administrative Assistant	13,320	The Administrative Assistant will oversee the support staff and will help with all support staff duties. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1103	Program Bookkeeper	13,320	The Program Bookkeeper will be assisting the clients with their client fees for their portion of rent if necessary and keeping track of all the incoming and outgoing of petty cash as needed. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1104	Secretary	10,673	Provides direct services to the program by data entry, phone calls, checking in clients, etc. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		396,261	
1116	Assistant Program Director	29,531	The Assitant Program Director will supervise staff and assist the Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1117	Program Director	36,030	The Program Director oversees the program and the hiring, training and supervising of staff. When a staff takes leave, the program is not changed since it's already been accrued. Our Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1118	Mental Health Specialist	171,351	Mental Health Specialist will carry a caseload while also specializing in linking and providing services to those interested in engagement in employment and education services. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1119	Supervising Personal Services Coordinator	20,844	Provides supervision to all Mental Health Specialists to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assisting in training new staff and reporting to the Assistant Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1120	Peer Support	33,763	Serves as a client advocate and provides information and peer support to clients throughout their recovery process. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1121	Mental Health Professional	73,911	Provides mental health assessment, assessing for Medical Necessity, assists client in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy as client requests, while also providing program support to assist clients in crisis. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.

Exhibit J-1

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1122	Nurse	30,831	Nurses work with the doctors for client care, maintaining compliance with Turning Point policies and procedures, providing training and ensuring accurate charting in accordance with Medi-cal. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.	
1123	0	-		
1124	0	-		
1125	0	-		
1126	0	-		
1127	0	-		
1128	0	-		
1129	0	-		
1130	0	-		
1131	0	-		
1132	0	-		
1133	0	-		
1134	0	-		
Direct Employee Benefits				
1201	Retirement	14,705	10-5940 Retirement: Cost of Agency contribution to employee retirement plans. These are non-treatment related costs.	
1202	Worker's Compensation	5,232	10-5930 Workers Compensation Insurance: Cost of workers compensation insurance. These are non-treatment related costs.	
1203	Health Insurance	65,351	10-5950 Health Insurance: Agency cost for health insurance including Vision These are non-treatment related costs.	
1204	Other (Dental)	5,127	10-5960 Dental Insurance: Agency cost for dental insurance. These are non-treatment related costs.	
1205	Other (ACI)	147	10-5990 Other Benefits: Agency cost for other wage related employee benefits. These are non-treatment related costs.	
1206	Other (Accrued Paid Leave)	49,017	10-5980 Accrued Paid Leave: The monetary value of staff Paid Leave hours as they accrue on a monthly basis. These are non-treatment related costs.	
Direct Payroll Taxes & Expenses: 44,899				
1301	OASDI	7,107	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1302	FICA/MEDICARE	30,636	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1303	SUI	7,156	10-5920 S.U.I. (State Unemployment Insurance): Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. These are non-treatment related costs.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		
2000: DIRECT CLIENT SUPPORT 754,483				
2001	Child Care	-		
2002	Client Housing Support	593,075	10-7060 Client Housing Assistance: Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.)	
2003	Client Transportation & Support	7,000	10-7015 Client Transportation: Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.)	
2004	Clothing & Hygiene	5,000	10-7021 Client Clothing & Hygiene: Cost of client hygiene supplies and non-work related clothing. (Examples: clothes, shoes, hats, beanies, scarves, soap, toothpaste, deodorant, grooming supplies, hair accessories, diapers, etc.)	
2005	Education Support	10,000	10-7150 Client Educational Material: Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class.	
2006	Employment Support	3,200	10-7022 Client Employment Support: Cost of client pre-employment preparation and employment retention. (Examples: job search and interview attire, work boots and tools required for employment, etc.)	
2007	Household Items for Clients	-		

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2008	Medication Supports	86,000	10-7030 Client Medical Expense: Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract
2009	Program Supplies - Medical	2,199	10-6122 Program Supplies-Medical: Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, sunblock, insect repellent, *over-the-counter medication/vitamins-if allowable per contract*, etc.
2010	Utility Vouchers	19,200	10-7023 Client Utility/Rental Security Deposits: Cost of client utility bills and/or security deposits.
2011	Client Activities	10,000	10-7010 Client Activities/Recreation: Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, cash reinforcer, admission fees to events, etc.)
2012	Client Personal Needs	2,200	10-7020 Client Personal Needs: Cost of supplying clients with necessary personal items not detailed in other accounts. (Examples: birth certificate, DMV fee for ID or license, clients household cleaning products/house supplies/kitchen supplies for their own home, pots/pans/dishes, linens, locker lock, paper towels and child related expenses such as car seat/stroller/play pin/toys, special food for allergies, reinforcers from P & I funds, laptop, tablet, etc.)
2013	Client Food	5,259	10-6150 Food: Cost of food and drink to be consumed by the residents/clients. (Examples: Groceries to prepare onsite, outside food brought onsite, food/drinks for clients)
2014	Client Physical Exams	9,750	10-7080 Client Physical Exams: Cost of client admission physical examinations and TB testing.
2015	Client Testing Materials	1,600	10-7140 Client Testing Material: Cost of U/A testing supplies, including breathalyzer, used to determine treatment required for clients.
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		21,553	
3001	Telecommunications	3,194	10-6340 Communications: Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) These are non-treatment related costs.
3002	Printing/Postage	332	10-6400 Postage: Cost of Agency postage and delivery. Including delivery by the U.S. Post Office, U.P.S., FedEx or other courier services. These are non-treatment related costs.
3003	Office, Household & Program Supplies	3,065	10-6110 Office Supplies: Cost of items normally used in an office setting. 10-6130 House Supplies: Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. 10-6120 Program Supplies: Cost of any items normally used by clients or to directly benefit the clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. 10-6243 General Supplies: Cost of items generally used by all at program's location. 10-6244 Janitorial Supplies & Services: Cost of items or services to maintain the esthetics of the premises. These are non-treatment related costs.
3004	Advertising	-	
3005	Staff Development & Training	2,763	10-6440 Staff Educational Expense: Cost of employee training courses and materials. (Examples: certification, training, books, etc.) *May include cost of room rental. These are non-treatment related costs.
3006	Staff Mileage	362	10-6060 Staff Mileage: Cost of employee mileage reimbursement paid in accordance with FPM section 1005. These are non-treatment related costs.
3007	Subscriptions & Memberships	272	10-6360 Dues & Subscriptions: Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) These are non-treatment related costs.
3008	Vehicle Maintenance/Fuel/Insurance	9,330	10-6030 Vehicle Insurance: Cost for vehicle insurance. 10-6040 Vehicle Fuel: Cost of gas in vehicles. 10-6050 Vehicle Maintenance: Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. (Examples: repairs, battery, carwash *Includes: impounds) These are non-treatment related costs.
3009	Recruitment	2,235	10-6470 Recruitment: Cost of advertising and other employee recruitment expenses. (Examples: newspaper ad, urine screening, background check, etc.) These are non-treatment related costs.

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
3010	Other (specify)	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		67,870	
4001	Building Maintenance	287	10-6330 Building Maintenance: Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, deadbolt, door knob/lock, keys, key tags, air/furnace filters, smoke alarm, co2 alarm, exit sign, blinds, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project, in this case use 6603, or projects over \$2,000.00 that will require the procurement process and a WIP to be completed. These are non-treatment related costs. These are non-treatment related costs.
4002	Rent/Lease Building	47,534	10-6320 Building Rent (Other): Cost of rent/lease payments made for building leases from outside sources. These are non-treatment related costs.
4003	Rent/Lease Equipment	302	10-6220 Furniture & Equipment Rent/Lease (Other): Cost of rent/lease payments made for furniture and equipment leases from outside sources. (Examples: high capacity copier/printer/scanner, washer/dryer, vending machine, furniture, water cooler, postage meter, etc.) These are non-treatment related costs.
4004	Rent/Lease Vehicles	8,774	10-6020 Vehicle Rent/Lease (Other): Rental cost of non-Agency vehicles and lease of agency vehicles.
4005	Security	498	10-6390 Security: Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, locks, padlocks, etc.) These are non-treatment related costs.
4006	Utilities	10,113	10-6350 Utilities: Cost of service for power, gas, water, sewer, garbage, etc. These are non-treatment related costs.
4007	Equipment Maintenance	362	10-6230 Equipment Maintenance: Cost of repair or maintenance of office/house equipment and furniture. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, video card, adapter, laptop battery, monitor/printer/phone cord, cord covers, power strip, surge protector, extension cord, cable ties, drum, hose, filter, drawer slide set/rollers, keys for filing cabinet, etc.) These are non-treatment related costs.
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		44,202	
5001	Consultant (Network & Data Management)	179	10-6115 Software & Computer Support: Cost of computer software and computer support. (Examples: Microsoft Office, QuickBooks, PDF converter, Avatar, Vipre anti-virus, LogMeln, web filter, etc.) This account should not be used for the purchase of computers and related accessories. Computer accessories such as a mouse, keyboard and speakers must be coded to 6190. These are non-treatment related costs.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	1,374	Paid to outside vendors for translation / interpreter services. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5005	O/S Labor Psychiatrist	42,649	These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		227,943	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	1,857	10-6370 Insurance: Cost of Agency liability and property insurance. These are non-treatment related costs.
6003	Accounting/Bookkeeping	-	
6004	External Audit	377	10-6460 Audit Expense: Cost of outside audit fees. These are non-treatment related costs.

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
6005	Insurance (Specify):	-	
6006	Payroll Services	2,117	10-6482 Payroll Software & Support. These are non-treatment related costs.
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Licenses	876	10-6380 Licenses: Cost in obtaining and renewing licenses and permits. (Examples: Electronic Medical Records (EMR) database, kitchen/restaurant permit, fire clearance, facility inspections, vehicle registration, etc.) These are non-treatment related costs.
6010	Indirect	222,716	10-9000's Indirect Allocated Costs. These are non-treatment related costs.
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		5,798	
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	604	10-6240 Expendable Furniture: Cost of small, inexpensive Agency property with a normal useful life generally less than one year or a value that is minor or insignificant, typically items with a total cost of less than \$5000 per item. (Examples: small desk, portable desk, chair, filing cabinet, mail slots, shelving unit, table, foldable tables/chairs, bed, mattress, nightstand, room divider, etc. *Includes assembly fee) (For additional information, see procedures section 0900) These are non-treatment related costs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Expendable Equipment	5,194	10-6190 Expendable Equipment: Cost of purchasing office/house equipment that has a cost less than \$5000 per item. (Examples: electronic stapler/calculator/hole puncher, computer, monitor, keyboard, mouse, speakers and other computer accessories including mousepad and wrist pad, desk printer, tablet, tablet cover, lamp, desk lamp, fan, radio, television, phone, coffee machine, popcorn maker, toaster, refrigerator, dishwasher, washer, dryer, portable a/c unit, hand soap/hand towel dispenser, fire extinguisher, dolly, canopy, shed, barbecue, drill, etc.) These are non-treatment related costs.
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 1,747,483

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 1,747,483

BUDGET CHECK: -

Exhibit J-1

Forensic Continuum of Care FSP/ACT
 Turning Point of Central California, Inc.
 Fiscal Year (FY) 2026-27

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Records Technician	0.69	\$ 7,582		\$ 7,582
1102	Administrative Assistant	0.60	13,320		13,320
1103	Program Bookkeeper	0.60	13,320		13,320
1104	Secretary	0.60	10,673		10,673
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		2.49	\$ 44,895		\$ 44,895
Acct #	Program Position	FTE	Admin	Program	Total
1116	Assistant Program Director	0.60		\$ 29,531	\$ 29,531
1117	Program Director	0.60		36,030	36,030
1118	Mental Health Specialist	0.69		171,351	171,351
1119	Supervising Personal Services Coordinator	0.60		20,844	20,844
1120	Peer Support	0.69		33,763	33,763
1121	Mental Health Professional	0.69		73,911	73,911
1122	Nurse	0.69		30,831	30,831
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		4.55		\$ 396,261	\$ 396,261
Direct Personnel Salaries Subtotal		7.04	\$ 44,895	\$ 396,261	\$ 441,156
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 1,496	\$ 13,209	\$ 14,705
1202	Worker's Compensation		532	4,700	5,232
1203	Health Insurance		6,650	58,701	65,351
1204	Other (Dental)		522	4,605	5,127
1205	Other (ACI)		15	132	147
1206	Other (Accrued Paid Leave)		4,988	44,029	49,017
Direct Employee Benefits Subtotal:			\$ 14,203	\$ 125,376	\$ 139,579
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ 723	\$ 6,384	\$ 7,107
1302	FICA/MEDICARE		3,118	27,518	30,636
1303	SUI		728	6,428	7,156
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 4,569	\$ 40,330	\$ 44,899
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ 63,667	\$ 561,967	\$ 625,634

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	10%	90%

Exhibit J-1

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	593,075
2003	Client Transportation & Support	7,000
2004	Clothing & Hygiene	5,000
2005	Education Support	10,000
2006	Employment Support	3,200
2007	Household Items for Clients	-
2008	Medication Supports	86,000
2009	Program Supplies - Medical	2,199
2010	Utility Vouchers	19,200
2011	Client Activities	10,000
2012	Client Personal Needs	2,200
2013	Client Food	5,259
2014	Client Physical Exams	9,750
2015	Client Testing Materials	1,600
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 754,483

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 3,194
3002	Printing/Postage	332
3003	Office, Household & Program Supplies	3,065
3004	Advertising	-
3005	Staff Development & Training	2,763
3006	Staff Mileage	362
3007	Subscriptions & Memberships	272
3008	Vehicle Maintenance/Fuel/Insurance	9,330
3009	Recruitment	2,235
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 21,553

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 287
4002	Rent/Lease Building	47,534
4003	Rent/Lease Equipment	302
4004	Rent/Lease Vehicles	8,774
4005	Security	498
4006	Utilities	10,113
4007	Equipment Maintenance	362
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 67,870

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 179
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	1,374
5005	O/S Labor Phychiatrist	42,649
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 44,202

Exhibit J-1

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	1,857
6003	Accounting/Bookkeeping	-
6004	External Audit	377
6005	Insurance (Specify):	-
6006	Payroll Services	2,117
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Licenses	876
6010	Indirect	222,716
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 227,943

INDIRECT COST RATE	15.00%
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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	604
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Expendable Equipment	5,194
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 5,798

TOTAL PROGRAM EXPENSES		\$ 1,747,483
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports	Preventive Behavioral Health Continuum of Care - F	\$ 754,483
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 754,483

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify) - CCP AB109	993,000
8404	Other (Specify) - DSH Diversion	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 993,000

TOTAL PROGRAM FUNDING SOURCES:		\$ 1,747,483
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NET PROGRAM COST:	\$ -
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Exhibit J-1

**Forensic Continuum of Care FSP/ACT
Turning Point of Central California, Inc.
Fiscal Year (FY) 2026-27**

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 %
Records Technician	Allocation to CCP	0.38
	Allocation to FSC FSP FFP	0.17
	OP	0.45
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Administrative Assistant	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Bookkeeper	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Secretary	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Assistant Program Director	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Director	Allocation to CCP	0.60
	Allocation to FSC FSP FFP	0.27
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Case Manager	Allocation to CCP	0.69
	Allocation to FSC FSP FFP	0.31

Exhibit J-1

Total		<u>0.00</u>

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

Exhibit J-1
Forensic Continuum of Care FSP/ACT
Turning Point of Central California, Inc.
Fiscal Year (FY) 2026-27 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		625,634	
Administrative Positions		44,895	
1101	Records Technician	7,582	The Records Technician will keep track of the Medical Records and will do the billing for the program. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1102	Administrative Assistant	13,320	The Administrative Assistant will oversee the support staff and will help with all support staff duties. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1103	Program Bookkeeper	13,320	The Program Bookkeeper will be assisting the clients with their client fees for their portion of rent if necessary and keeping track of all the incoming and outgoing of petty cash as needed. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1104	Secretary	10,673	Provides direct services to the program by data entry, phone calls, checking in clients, etc. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		396,261	
1116	Assistant Program Director	29,531	The Assitant Program Director will supervise staff and assist the Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1117	Program Director	36,030	The Program Director oversees the program and the hiring, training and supervising of staff. When a staff takes leave, the program is not changed since it's already been accrued. Our Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1118	Mental Health Specialist	171,351	Mental Health Specialist will carry a caseload while also specializing in linking and providing services to those interested in engagement in employment and education services. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1119	Supervising Personal Services Coordinator	20,844	Provides supervision to all Mental Health Specialists to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assisting in training new staff and reporting to the Assistant Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1120	Peer Support	33,763	Serves as a client advocate and provides information and peer support to clients throughout their recovery process. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1121	Mental Health Professional	73,911	Provides mental health assessment, assessing for Medical Necessity, assists client in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy as client requests, while also providing program support to assist clients in crisis. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.

Exhibit J-1

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1122	Nurse	30,831	Nurses work with the doctors for client care, maintaining compliance with Turning Point policies and procedures, providing training and ensuring accurate charting in accordance with Medi-cal. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.	
1123	0	-		
1124	0	-		
1125	0	-		
1126	0	-		
1127	0	-		
1128	0	-		
1129	0	-		
1130	0	-		
1131	0	-		
1132	0	-		
1133	0	-		
1134	0	-		
Direct Employee Benefits				
1201	Retirement	14,705	10-5940 Retirement: Cost of Agency contribution to employee retirement plans. These are non-treatment related costs.	
1202	Worker's Compensation	5,232	10-5930 Workers Compensation Insurance: Cost of workers compensation insurance. These are non-treatment related costs.	
1203	Health Insurance	65,351	10-5950 Health Insurance: Agency cost for health insurance including Vision These are non-treatment related costs.	
1204	Other (Dental)	5,127	10-5960 Dental Insurance: Agency cost for dental insurance. These are non-treatment related costs.	
1205	Other (ACI)	147	10-5990 Other Benefits: Agency cost for other wage related employee benefits. These are non-treatment related costs.	
1206	Other (Accrued Paid Leave)	49,017	10-5980 Accrued Paid Leave: The monetary value of staff Paid Leave hours as they accrue on a monthly basis. These are non-treatment related costs.	
Direct Payroll Taxes & Expenses:		44,899		
1301	OASDI	7,107	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1302	FICA/MEDICARE	30,636	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1303	SUI	7,156	10-5920 S.U.I. (State Unemployment Insurance): Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. These are non-treatment related costs.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		
2000: DIRECT CLIENT SUPPORT		754,483		
2001	Child Care	-		
2002	Client Housing Support	593,075	10-7060 Client Housing Assistance: Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.)	
2003	Client Transportation & Support	7,000	10-7015 Client Transportation: Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.)	
2004	Clothing & Hygiene	5,000	10-7021 Client Clothing & Hygiene: Cost of client hygiene supplies and non-work related clothing. (Examples: clothes, shoes, hats, beanies, scarves, soap, toothpaste, deodorant, grooming supplies, hair accessories, diapers, etc.)	
2005	Education Support	10,000	10-7150 Client Educational Material: Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class.	
2006	Employment Support	3,200	10-7022 Client Employment Support: Cost of client pre-employment preparation and employment retention. (Examples: job search and interview attire, work boots and tools required for employment, etc.)	
2007	Household Items for Clients	-		

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2008	Medication Supports	86,000	10-7030 Client Medical Expense: Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract
2009	Program Supplies - Medical	2,199	10-6122 Program Supplies-Medical: Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, sunblock, insect repellent, *over-the-counter medication/vitamins-if allowable per contract*, etc.
2010	Utility Vouchers	19,200	10-7023 Client Utility/Rental Security Deposits: Cost of client utility bills and/or security deposits.
2011	Client Activities	10,000	10-7010 Client Activities/Recreation: Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, cash reinforcer, admission fees to events, etc.)
2012	Client Personal Needs	2,200	10-7020 Client Personal Needs: Cost of supplying clients with necessary personal items not detailed in other accounts. (Examples: birth certificate, DMV fee for ID or license, clients household cleaning products/house supplies/kitchen supplies for their own home, pots/pans/dishes, linens, locker lock, paper towels and child related expenses such as car seat/stroller/play pin/toys, special food for allergies, reinforcers from P & I funds, laptop, tablet, etc.)
2013	Client Food	5,259	10-6150 Food: Cost of food and drink to be consumed by the residents/clients. (Examples: Groceries to prepare onsite, outside food brought onsite, food/drinks for clients)
2014	Client Physical Exams	9,750	10-7080 Client Physical Exams: Cost of client admission physical examinations and TB testing.
2015	Client Testing Materials	1,600	10-7140 Client Testing Material: Cost of U/A testing supplies, including breathalyzer, used to determine treatment required for clients.
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		21,553	
3001	Telecommunications	3,194	10-6340 Communications: Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) These are non-treatment related costs.
3002	Printing/Postage	332	10-6400 Postage: Cost of Agency postage and delivery. Including delivery by the U.S. Post Office, U.P.S., FedEx or other courier services. These are non-treatment related costs.
3003	Office, Household & Program Supplies	3,065	10-6110 Office Supplies: Cost of items normally used in an office setting. 10-6130 House Supplies: Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. 10-6120 Program Supplies: Cost of any items normally used by clients or to directly benefit the clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. 10-6243 General Supplies: Cost of items generally used by all at program's location. 10-6244 Janitorial Supplies & Services: Cost of items or services to maintain the esthetics of the premises. These are non-treatment related costs.
3004	Advertising	-	
3005	Staff Development & Training	2,763	10-6440 Staff Educational Expense: Cost of employee training courses and materials. (Examples: certification, training, books, etc.) *May include cost of room rental. These are non-treatment related costs.
3006	Staff Mileage	362	10-6060 Staff Mileage: Cost of employee mileage reimbursement paid in accordance with FPM section 1005. These are non-treatment related costs.
3007	Subscriptions & Memberships	272	10-6360 Dues & Subscriptions: Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) These are non-treatment related costs.
3008	Vehicle Maintenance/Fuel/Insurance	9,330	10-6030 Vehicle Insurance: Cost for vehicle insurance. 10-6040 Vehicle Fuel: Cost of gas in vehicles. 10-6050 Vehicle Maintenance: Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. (Examples: repairs, battery, carwash *Includes: impounds) These are non-treatment related costs.
3009	Recruitment	2,235	10-6470 Recruitment: Cost of advertising and other employee recruitment expenses. (Examples: newspaper ad, urine screening, background check, etc.) These are non-treatment related costs.

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
3010	Other (specify)	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		67,870	
4001	Building Maintenance	287	10-6330 Building Maintenance: Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, deadbolt, door knob/lock, keys, key tags, air/furnace filters, smoke alarm, co2 alarm, exit sign, blinds, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project, in this case use 6603, or projects over \$2,000.00 that will require the procurement process and a WIP to be completed. These are non-treatment related costs. These are non-treatment related costs.
4002	Rent/Lease Building	47,534	10-6320 Building Rent (Other): Cost of rent/lease payments made for building leases from outside sources. These are non-treatment related costs.
4003	Rent/Lease Equipment	302	10-6220 Furniture & Equipment Rent/Lease (Other): Cost of rent/lease payments made for furniture and equipment leases from outside sources. (Examples: high capacity copier/printer/scanner, washer/dryer, vending machine, furniture, water cooler, postage meter, etc.) These are non-treatment related costs.
4004	Rent/Lease Vehicles	8,774	10-6020 Vehicle Rent/Lease (Other): Rental cost of non-Agency vehicles and lease of agency vehicles.
4005	Security	498	10-6390 Security: Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, locks, padlocks, etc.) These are non-treatment related costs.
4006	Utilities	10,113	10-6350 Utilities: Cost of service for power, gas, water, sewer, garbage, etc. These are non-treatment related costs.
4007	Equipment Maintenance	362	10-6230 Equipment Maintenance: Cost of repair or maintenance of office/house equipment and furniture. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, video card, adapter, laptop battery, monitor/printer/phone cord, cord covers, power strip, surge protector, extension cord, cable ties, drum, hose, filter, drawer slide set/rollers, keys for filing cabinet, etc.) These are non-treatment related costs.
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		44,202	
5001	Consultant (Network & Data Management)	179	10-6115 Software & Computer Support: Cost of computer software and computer support. (Examples: Microsoft Office, QuickBooks, PDF converter, Avatar, Vipre anti-virus, LogMeln, web filter, etc.) This account should not be used for the purchase of computers and related accessories. Computer accessories such as a mouse, keyboard and speakers must be coded to 6190. These are non-treatment related costs.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	1,374	Paid to outside vendors for translation / interpreter services. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5005	O/S Labor Psychiatrist	42,649	These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		227,943	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	1,857	10-6370 Insurance: Cost of Agency liability and property insurance. These are non-treatment related costs.
6003	Accounting/Bookkeeping	-	
6004	External Audit	377	10-6460 Audit Expense: Cost of outside audit fees. These are non-treatment related costs.

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
6005	Insurance (Specify):	-	
6006	Payroll Services	2,117	10-6482 Payroll Software & Support. These are non-treatment related costs.
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Licenses	876	10-6380 Licenses: Cost in obtaining and renewing licenses and permits. (Examples: Electronic Medical Records (EMR) database, kitchen/restaurant permit, fire clearance, facility inspections, vehicle registration, etc.) These are non-treatment related costs.
6010	Indirect	222,716	10-9000's Indirect Allocated Costs. These are non-treatment related costs.
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		5,798	
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	604	10-6240 Expendable Furniture: Cost of small, inexpensive Agency property with a normal useful life generally less than one year or a value that is minor or insignificant, typically items with a total cost of less than \$5000 per item. (Examples: small desk, portable desk, chair, filing cabinet, mail slots, shelving unit, table, foldable tables/chairs, bed, mattress, nightstand, room divider, etc. *Includes assembly fee) (For additional information, see procedures section 0900) These are non-treatment related costs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Expendable Equipment	5,194	10-6190 Expendable Equipment: Cost of purchasing office/house equipment that has a cost less than \$5000 per item. (Examples: electronic stapler/calculator/hole puncher, computer, monitor, keyboard, mouse, speakers and other computer accessories including mousepad and wrist pad, desk printer, tablet, tablet cover, lamp, desk lamp, fan, radio, television, phone, coffee machine, popcorn maker, toaster, refrigerator, dishwasher, washer, dryer, portable a/c unit, hand soap/hand towel dispenser, fire extinguisher, dolly, canopy, shed, barbecue, drill, etc.) These are non-treatment related costs.
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 1,747,483

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 1,747,483

BUDGET CHECK: -

Exhibit J-1

Forensic Continuum of Care SUD/MH OP
 Turning Point of Central California, Inc.
 Fiscal Year (FY) 2023-24

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Records Technician	0.12	\$ 4,810		\$ 4,810
1102	Secretary	0.26	10,182		10,182
1103	Bookkeeper	0.26	11,804		11,804
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.64	\$ 26,796		\$ 26,796

Acct #	Program Position	FTE	Admin	Program	Total
1116	Intake Assistant	0.26		\$ 26,082	\$ 26,082
1117	Program Director	0.26		23,695	23,695
1118	Case Manager	0.28		26,972	26,972
1119	Supervising Personal Services Coordinator	0.28		18,180	18,180
1120	Substance Abuse Counselor	0.28		67,080	67,080
1121	Mental Health Professional	0.27		67,041	67,041
1122	Nurse	0.06		7,025	7,025
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		1.69		\$ 236,075	\$ 236,075

			Admin	Program	Total
Direct Personnel Salaries Subtotal		2.33	\$ 26,796	\$ 236,075	\$ 262,871

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 1,164	\$ 7,507	\$ 8,671
1202	Worker's Compensation	414	2,671	3,085
1203	Health Insurance	4,846	31,264	36,110
1204	Dental Insurance	380	2,453	2,833
1205	ACI	12	75	87
1206	Accrued Paid Leave	3,879	25,023	28,902
Direct Employee Benefits Subtotal:		\$ 10,695	\$ 68,993	\$ 79,688

Direct Payroll Taxes & Expenses:

Acct #	Description	Admin	Program	Total
1301	OASDI	\$ 562	\$ 3,628	\$ 4,190
1302	FICA/MEDICARE	2,424	15,640	18,064
1303	SUI	566	3,653	4,219
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 3,552	\$ 22,921	\$ 26,473

DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 41,043	\$ 327,989	\$ 369,032

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	11%	89%

Exhibit J-1

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	120,000
2003	Client Transportation & Support	500
2004	Clothing, Food, & Hygiene	1,000
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	4,300
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Clothing & Hygiene	1,000
2012	Client Testing Material	9,850
2013	Client Food	300
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 136,950

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,204
3002	Printing/Postage	706
3003	Office, Household & Program Supplies	3,888
3004	Advertising	-
3005	Staff Development & Training	1,957
3006	Staff Mileage	372
3007	Subscriptions & Memberships	106
3008	Vehicle Maintenance	936
3009	Recruitment	692
3010	Outreach & Engagement	147
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 11,008

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 80
4002	Rent/Lease Building	20,846
4003	Rent/Lease Equipment	519
4004	Rent/Lease Vehicles	-
4005	Security	453
4006	Utilities	5,819
4007	Equipment Maintenance	626
4008	Depreciation	159
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 28,502

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 26
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	OS Labor Psychiatrist	17,604
5006	OS Labor Physician	3,304
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 20,934

Exhibit J-1

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	2,277
6003	Accounting/Bookkeeping	-
6004	External Audit	346
6005	Insurance (Specify):	-
6006	Payroll Services	1,928
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Licenses	5,384
6010	Indirect	75,924
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 85,859

INDIRECT COST RATE	15.00%
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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	2,583
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Expendable Equipment	3,382
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 5,965

TOTAL PROGRAM EXPENSES		\$ 658,250
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

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

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	
8402	Client Insurance	-
8403	Grants (Specify) - CCP AB109	658,250
8404	Other (Specify)	
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 658,250

TOTAL PROGRAM FUNDING SOURCES:		\$ 658,250
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NET PROGRAM COST:	\$ -
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Exhibit J-1

**Forensic Continuum of Care SUD/MH OP
Turning Point of Central California, Inc.
Fiscal Year (FY) 2023-24**

PARTIAL FTE DETAIL

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

Position	Contract #/Name/Department/County	FTE %
Records Technician	Allocation to FSC OP MH FFP	0.08
	Allocation to FSC OP MH CCP	0.02
	Allocation to FSC OP SUD FFP	0.25
	Allocation to FSC OP SUD CCP	0.10
	Allocation to FSC FSP CCP & DSH	0.38
	Allocation to FSC FSP FFP	0.17
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Secretary	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Bookkeeper	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Intake Assistant	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.57
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Director	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Case Manager	Allocation to FSC OP SUD FFP	0.72
	Allocation to FSC OP SUD CCP	0.28
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Supervising Personal Services Coordinator	Allocation to FSC OP SUD FFP	0.72
	Allocation to FSC OP SUD CCP	0.28

Exhibit J-1

Total		<u>0.00</u>

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

Exhibit J-1
Forensic Continuum of Care SUD/MH OP
Turning Point of Central California, Inc.
Fiscal Year (FY) 2023-24 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		369,032	
Administrative Positions		26,796	
1101	Records Technician	4,810	The Records Technician will keep track of the Medical Records and will do the billing for the program. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1102	Secretary	10,182	Provides direct services to the program by data entry, phone calls, checking in clients, etc. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1103	Bookkeeper	11,804	The Program Bookkeeper will be assisting the clients with their client fees for their portion of rent if necessary and keeping track of all the incoming and outgoing of petty cash as needed. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
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		236,075	
1116	Intake Assistant	26,082	The Intake Assistant processes all referrals related to this program. These services include completeing all new admissions in a timely manner with the goal of opening the client. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1117	Program Director	23,695	The Program Director oversees the program and the hiring, training and supervising of staff. When a staff takes leave, the program is not changed since it's already been accrued. Our Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1118	Case Manager	26,972	The Case Managers provide services which will assist individuals in gaining access to needed medical, social, housing, economic, educational and other services as directed by the Program Director and Supervising PSC. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1119	Supervising Personal Services Coordinator	18,180	Provides supervision to all Substance Abuse Counselors, Case Managers and Intake Assistant to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assisting in training new staff and reporting to the Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1120	Substance Abuse Counselor	67,080	The Substance Abuse Counselor is responsible for the Substance Abuse Treatment services in accordance with program requirements and ADP licensing. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1121	Mental Health Professional	67,041	Provides mental health assessment, assessing for Medical Necessity, assists client in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy as client requests, while also providing program support to assist clients in crisis. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.

Exhibit J-1

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1122	Nurse	7,025	Nurses work with the doctors for client care, maintaining compliance with Turning Point policies and procedures, providing training and ensuring accurate charting in accordance with Medi-cal. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.	
1123	0	-		
1124	0	-		
1125	0	-		
1126	0	-		
1127	0	-		
1128	0	-		
1129	0	-		
1130	0	-		
1131	0	-		
1132	0	-		
1133	0	-		
1134	0	-		
Direct Employee Benefits				
1201	Retirement	8,671	10-5940 Retirement: Cost of Agency contribution to employee retirement plans. These are non-treatment related costs.	
1202	Worker's Compensation	3,085	10-5930 Workers Compensation Insurance: Cost of workers compensation insurance. These are non-treatment related costs.	
1203	Health Insurance	36,110	10-5950 Health Insurance: Agency cost for health insurance including Vision. These are non-treatment related costs.	
1204	Dental Insurance	2,833	10-5960 Dental Insurance: Agency cost for dental insurance.	
1205	ACI	87	10-5990 Other Benefits: Agency cost for other wage related employee benefits. These are non-treatment related costs.	
1206	Accrued Paid Leave	28,902	10-5980 Accrued Paid Leave: The monetary value of staff Paid Leave hours as they accrue on a monthly basis. These are non-treatment related costs.	
Direct Payroll Taxes & Expenses: 26,473				
1301	OASDI	4,190	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1302	FICA/MEDICARE	18,064	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1303	SUI	4,219	10-5920 S.U.I. (State Unemployment Insurance): Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. These are non-treatment related costs.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		

2000: DIRECT CLIENT SUPPORT 136,950				
2001	Child Care	-		
2002	Client Housing Support	120,000	10-7060 Client Housing Assistance: Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.)	
2003	Client Transportation & Support	500	10-7015 Client Transportation: Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.)	
2004	Clothing, Food, & Hygiene	1,000	10-7021 Client Clothing & Hygiene: Cost of client hygiene supplies and non-work related clothing. (Examples: clothes, shoes, hats, beanies, scarves, soap, toothpaste, deodorant, grooming supplies, hair accessories, diapers, etc.)	
2005	Education Support	-		
2006	Employment Support	-		
2007	Household Items for Clients	-		
2008	Medication Supports	4,300	10-6122 Program Supplies-Medical: Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, sunblock, insect repellent, *over-the-counter medication/vitamins-if allowable per contract*, etc.	
2009	Program Supplies - Medical	-		
2010	Utility Vouchers	-		

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2011	Clothing & Hygiene	1,000	10-7010 Client Activities/Recreation: Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, cash reinforcer, admission fees to events, etc.)
2012	Client Testing Material	9,850	10-7140 Client Testing Material: Cost of U/A testing supplies, including breathalyzer, used to determine treatment required for clients.
2013	Client Food	300	10-6150 Food: Cost of food and drink to be consumed by the residents/clients. (Examples: Groceries to prepare onsite, outside food brought onsite, food/drinks for clients)
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		11,008	
3001	Telecommunications	2,204	10-6340 Communications: Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) These are non-treatment related costs.
3002	Printing/Postage	706	10-6400 Postage: Cost of Agency postage and delivery. Including delivery by the U.S. Post Office, U.P.S., FedEx or other courier services. These are non-treatment related costs.
3003	Office, Household & Program Supplies	3,888	10-6110 Office Supplies: Cost of items normally used in an office setting. 10-6130 House Supplies: Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. 10-6120 Program Supplies: Cost of any items normally used by clients or to directly benefit the clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. 10-6243 General Supplies: Cost of items generally used by all at program's location. 10-6244 Janitorial Supplies & Services: Cost of items or services to maintain the esthetics of the premises. These are non-treatment related costs.
3004	Advertising	-	
3005	Staff Development & Training	1,957	10-6440 Staff Educational Expense: Cost of employee training courses and materials. (Examples: certification, training, books, etc.) *May include cost of room rental. These are non-treatment related costs.
3006	Staff Mileage	372	10-6060 Staff Mileage: Cost of employee mileage reimbursement paid in accordance with FPM section 1005. These are non-treatment related costs.
3007	Subscriptions & Memberships	106	10-6360 Dues & Subscriptions: Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) These are non-treatment related costs.
3008	Vehicle Maintenance	936	10-6030 Vehicle Insurance: Cost for vehicle insurance. 10-6040 Vehicle Fuel: Cost of gas in vehicles. 10-6050 Vehicle Maintenance: Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. (Examples: repairs, battery, carwash *Includes: impounds) These are non-treatment related costs.
3009	Recruitment	692	10-6470 Recruitment: Cost of advertising and other employee recruitment expenses. (Examples: newspaper ad, urine screening, background check, etc.)
3010	Outreach & Engagement	147	10-6693 O & E Client Needs: Cost related to services and supplies used during outreach and engagement events/activities. These are non-treatment related costs.
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		28,502	
4001	Building Maintenance	80	10-6330 Building Maintenance: Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, deadbolt, door knob/lock, keys, key tags, air/furnace filters, smoke alarm, co2 alarm, exit sign, blinds, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project, in this case use 6603, or projects over \$2,000.00 that will require the procurement process and a WIP to be completed. These are non-treatment related costs.
4002	Rent/Lease Building	20,846	10-6320 Building Rent (Other): Cost of rent/lease payments made for building leases from outside sources. These are non-treatment related costs.

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4003	Rent/Lease Equipment	519	10-6220 Furniture & Equipment Rent/Lease (Other): Cost of rent/lease payments made for furniture and equipment leases from outside sources. (Examples: high capacity copier/printer/scanner, washer/dryer, vending machine, furniture, water cooler, postage meter, etc.) These are non-treatment related costs.
4004	Rent/Lease Vehicles	-	
4005	Security	453	10-6390 Security: Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, locks, padlocks, etc.) These are non-treatment related costs.
4006	Utilities	5,819	10-6350 Utilities: Cost of service for power, gas, water, sewer, garbage, etc. These are non-treatment related costs.
4007	Equipment Maintenance	626	10-6230 Equipment Maintenance: Cost of repair or maintenance of office/house equipment and furniture. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, video card, adapter, laptop battery, monitor/printer/phone cord, cord covers, power strip, surge protector, extension cord, cable ties, drum, hose, filter, drawer slide set/rollers, keys for filing cabinet, etc.) These are non-treatment related costs.
4008	Depreciation	159	10-8050 Depreciation: This account should be charged for the depreciation expense of the Agency's tangible assets. These are non-treatment related costs.
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		20,934	
5001	Consultant (Network & Data Management)	26	10-6115 Software & Computer Support: Cost of computer software and computer support. (Examples: Microsoft Office, QuickBooks, PDF converter, Avatar, Vipre anti-virus, LogMeln, web filter, etc.) This account should not be used for the purchase of computers and related accessories. Computer accessories such as a mouse, keyboard and speakers must be coded to 6190. These are non-treatment related costs.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	OS Labor Psychiatrist	17,604	These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5006	OS Labor Physician	3,304	These accounts are assigned to record various professional services provided by contracted Physician working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		85,859	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	2,277	10-6370 Insurance: Cost of Agency liability and property insurance. These are non-treatment related costs.
6003	Accounting/Bookkeeping	-	
6004	External Audit	346	10-6460 Audit Expense: Cost of outside audit fees. These are non-treatment related costs.
6005	Insurance (Specify):	-	
6006	Payroll Services	1,928	10-6482 Payroll Software & Support These are non-treatment related costs.
6007	Depreciation (Provider-Owned Equipment to be Used)	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Licenses	5,384	10-6380 Licenses: Cost in obtaining and renewing licenses and permits. (Examples: Electronic Medical Records (EMR) database, kitchen/restaurant permit, fire clearance, facility inspections, vehicle registration, etc.) These are non-treatment related costs.
6010	Indirect	75,924	10-9000's Indirect Allocated Costs. These are non-treatment related costs.
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		5,965	
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Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	2,583	10-6240 Expendable Furniture: Cost of small, inexpensive Agency property with a normal useful life generally less than one year or a value that is minor or insignificant, typically items with a total cost of less than \$5000 per item. (Examples: small desk, portable desk, chair, filing cabinet, mail slots, shelving unit, table, foldable tables/chairs, bed, mattress, nightstand, room divider, etc. *Includes assembly fee) (For additional information, see procedures section 0900) These are non-treatment related costs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Expendable Equipment	3,382	10-6190 Expendable Equipment: Cost of purchasing office/house equipment that has a cost less than \$5000 per item. (Examples: electronic stapler/calculator/hole puncher, computer, monitor, keyboard, mouse, speakers and other computer accessories including mousepad and wrist pad, desk printer, tablet, tablet cover, lamp, desk lamp, fan, radio, television, phone, coffee machine, popcorn maker, toaster, refrigerator, dishwasher, washer, dryer, portable a/c unit, hand soap/hand towel dispenser, fire extinguisher, dolly, canopy, shed, barbecue, drill, etc.) These are non-treatment related costs.
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 658,250

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 658,250

BUDGET CHECK: -

Exhibit J-1

Forensic Continuum of Care SUD/MH OP
 Turning Point of Central California, Inc.
 Fiscal Year (FY) 2024-25

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Records Technician	0.12	\$ 4,810		\$ 4,810
1102	Secretary	0.26	10,182		10,182
1103	Bookkeeper	0.26	11,804		11,804
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.64	\$ 26,796		\$ 26,796

Acct #	Program Position	FTE	Admin	Program	Total
1116	Intake Assistant	0.26		\$ 26,082	\$ 26,082
1117	Program Director	0.26		23,695	23,695
1118	Case Manager	0.28		26,972	26,972
1119	Supervising Personal Services Coordinator	0.28		18,180	18,180
1120	Substance Abuse Counselor	0.28		67,080	67,080
1121	Mental Health Professional	0.27		67,041	67,041
1122	Nurse	0.06		7,025	7,025
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		1.69		\$ 236,075	\$ 236,075

			Admin	Program	Total
Direct Personnel Salaries Subtotal		2.33	\$ 26,796	\$ 236,075	\$ 262,871

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 1,164	\$ 7,507	\$ 8,671
1202	Worker's Compensation	414	2,671	3,085
1203	Health Insurance	4,846	31,264	36,110
1204	Dental Insurance	380	2,453	2,833
1205	ACI	12	75	87
1206	Accrued Paid Leave	3,879	25,023	28,902
Direct Employee Benefits Subtotal:		\$ 10,695	\$ 68,993	\$ 79,688

Direct Payroll Taxes & Expenses:

Acct #	Description	Admin	Program	Total
1301	OASDI	\$ 562	\$ 3,628	\$ 4,190
1302	FICA/MEDICARE	2,424	15,640	18,064
1303	SUI	566	3,653	4,219
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 3,552	\$ 22,921	\$ 26,473

DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			Admin	Program	Total
			\$ 41,043	\$ 327,989	\$ 369,032

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	11%	89%

Exhibit J-1

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	120,000
2003	Client Transportation & Support	500
2004	Clothing, Food, & Hygiene	1,000
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	4,300
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Clothing & Hygiene	1,000
2012	Client Testing Material	9,850
2013	Client Food	300
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 136,950

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,204
3002	Printing/Postage	706
3003	Office, Household & Program Supplies	3,888
3004	Advertising	-
3005	Staff Development & Training	1,957
3006	Staff Mileage	372
3007	Subscriptions & Memberships	106
3008	Vehicle Maintenance	936
3009	Recruitment	692
3010	Outreach & Engagement	147
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 11,008

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 80
4002	Rent/Lease Building	20,846
4003	Rent/Lease Equipment	519
4004	Rent/Lease Vehicles	-
4005	Security	453
4006	Utilities	5,819
4007	Equipment Maintenance	626
4008	Depreciation	159
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 28,502

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 26
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	OS Labor Psychiatrist	17,604
5006	OS Labor Physician	3,304
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 20,934

Exhibit J-1

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	2,277
6003	Accounting/Bookkeeping	-
6004	External Audit	346
6005	Insurance (Specify):	-
6006	Payroll Services	1,928
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Licenses	5,384
6010	Indirect	75,924
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 85,859

INDIRECT COST RATE	15.00%
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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	2,583
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Expendable Equipment	3,382
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 5,965

TOTAL PROGRAM EXPENSES		\$ 658,250
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

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

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify) - CCP AB109	658,250
8404	Other (Specify)	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 658,250

TOTAL PROGRAM FUNDING SOURCES:		\$ 658,250
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NET PROGRAM COST:	\$ -
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Exhibit J-1

Forensic Continuum of Care SUD/MH OP
Turning Point of Central California, Inc.
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 %
Records Technician	Allocation to FSC OP MH FFP	0.08
	Allocation to FSC OP MH CCP	0.02
	Allocation to FSC OP SUD FFP	0.25
	Allocation to FSC OP SUD CCP	0.10
	Allocation to FSC FSP CCP & DSH	0.38
	Allocation to FSC FSP FFP	0.17
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Secretary	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Bookkeeper	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Intake Assistant	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.57
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Director	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Case Manager	Allocation to FSC OP SUD FFP	0.72
	Allocation to FSC OP SUD CCP	0.28
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Supervising Personal Services Coordinator	Allocation to FSC OP SUD FFP	0.72
	Allocation to FSC OP SUD CCP	0.28

Exhibit J-1

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Substance Abuse Counselor	Allocation to FSC OP SUD FFP	0.72
	Allocation to FSC OP SUD CCP	0.28

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Mental Health Professional	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.22

Total 1.00

Position	Contract #/Name/Department/County	FTE %
Nurse	Allocation to FSC OP MH FFP	0.04
	Allocation to FSC OP MH CCP	0.01
	Allocation to FSC OP SUD FFP	0.14
	Allocation to FSC OP SUD CCP	0.05
	Allocation to FSC FSP CCP & DSH	0.52
	Allocation to FSC FSP FFP	0.23

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 %

Total 0.00

Position	Contract #/Name/Department/County	FTE %

Exhibit J-1

Total		<u>0.00</u>

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

Exhibit J-1
Forensic Continuum of Care SUD/MH OP
Turning Point of Central California, 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		369,032	
Administrative Positions		26,796	
1101	Records Technician	4,810	The Records Technician will keep track of the Medical Records and will do the billing for the program. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1102	Secretary	10,182	Provides direct services to the program by data entry, phone calls, checking in clients, etc. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1103	Bookkeeper	11,804	The Program Bookkeeper will be assisting the clients with their client fees for their portion of rent if necessary and keeping track of all the incoming and outgoing of petty cash as needed. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
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		236,075	
1116	Intake Assistant	26,082	The Intake Assistant processes all referrals related to this program. These services include completeing all new admissions in a timely manner with the goal of opening the client. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1117	Program Director	23,695	The Program Director oversees the program and the hiring, training and supervising of staff. When a staff takes leave, the program is not changed since it's already been accrued. Our Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1118	Case Manager	26,972	The Case Managers provide services which will assist individuals in gaining access to needed medical, social, housing, economic, educational and other services as directed by the Program Director and Supervising PSC. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1119	Supervising Personal Services Coordinator	18,180	Provides supervision to all Substance Abuse Counselors, Case Managers and Intake Assistant to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assisting in training new staff and reporting to the Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1120	Substance Abuse Counselor	67,080	The Substance Abuse Counselor is responsible for the Substance Abuse Treatment services in accordance with program requirements and ADP licensing. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1121	Mental Health Professional	67,041	Provides mental health assessment, assessing for Medical Necessity, assists client in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy as client requests, while also providing program support to assist clients in crisis. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.

Exhibit J-1

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1122	Nurse	7,025	Nurses work with the doctors for client care, maintaining compliance with Turning Point policies and procedures, providing training and ensuring accurate charting in accordance with Medi-cal. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.	
1123	0	-		
1124	0	-		
1125	0	-		
1126	0	-		
1127	0	-		
1128	0	-		
1129	0	-		
1130	0	-		
1131	0	-		
1132	0	-		
1133	0	-		
1134	0	-		
Direct Employee Benefits				
1201	Retirement	8,671	10-5940 Retirement: Cost of Agency contribution to employee retirement plans. These are non-treatment related costs.	
1202	Worker's Compensation	3,085	10-5930 Workers Compensation Insurance: Cost of workers compensation insurance. These are non-treatment related costs.	
1203	Health Insurance	36,110	10-5950 Health Insurance: Agency cost for health insurance including Vision. These are non-treatment related costs.	
1204	Dental Insurance	2,833	10-5960 Dental Insurance: Agency cost for dental insurance.	
1205	ACI	87	10-5990 Other Benefits: Agency cost for other wage related employee benefits. These are non-treatment related costs.	
1206	Accrued Paid Leave	28,902	10-5980 Accrued Paid Leave: The monetary value of staff Paid Leave hours as they accrue on a monthly basis. These are non-treatment related costs.	
Direct Payroll Taxes & Expenses: 26,473				
1301	OASDI	4,190	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1302	FICA/MEDICARE	18,064	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1303	SUI	4,219	10-5920 S.U.I. (State Unemployment Insurance): Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. These are non-treatment related costs.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		
2000: DIRECT CLIENT SUPPORT 136,950				
2001	Child Care	-		
2002	Client Housing Support	120,000	10-7060 Client Housing Assistance: Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.)	
2003	Client Transportation & Support	500	10-7015 Client Transportation: Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.)	
2004	Clothing, Food, & Hygiene	1,000	10-7021 Client Clothing & Hygiene: Cost of client hygiene supplies and non-work related clothing. (Examples: clothes, shoes, hats, beanies, scarves, soap, toothpaste, deodorant, grooming supplies, hair accessories, diapers, etc.)	
2005	Education Support	-		
2006	Employment Support	-		
2007	Household Items for Clients	-		
2008	Medication Supports	4,300	10-6122 Program Supplies-Medical: Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, sunblock, insect repellent, *over-the-counter medication/vitamins-if allowable per contract*, etc.	

Exhibit J-1

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
2009	Program Supplies - Medical	-		
2010	Utility Vouchers	-		
2011	Clothing & Hygiene	1,000	10-7010 Client Activities/Recreation: Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, cash reinforcer, admission fees to events, etc.)	
2012	Client Testing Material	9,850	10-7140 Client Testing Material: Cost of U/A testing supplies, including breathalyzer, used to determine treatment required for clients.	
2013	Client Food	300	10-6150 Food: Cost of food and drink to be consumed by the residents/clients. (Examples: Groceries to prepare onsite, outside food brought onsite, food/drinks for clients)	
2014	Other (specify)	-		
2015	Other (specify)	-		
2016	Other (specify)	-		

3000: DIRECT OPERATING EXPENSES		11,008		
3001	Telecommunications	2,204	10-6340 Communications: Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) These are non-treatment related costs.	
3002	Printing/Postage	706	10-6400 Postage: Cost of Agency postage and delivery. Including delivery by the U.S. Post Office, U.P.S., FedEx or other courier services. These are non-treatment related costs.	
3003	Office, Household & Program Supplies	3,888	10-6110 Office Supplies: Cost of items normally used in an office setting. 10-6130 House Supplies: Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. 10-6120 Program Supplies: Cost of any items normally used by clients or to directly benefit the clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. 10-6243 General Supplies: Cost of items generally used by all at program's location. 10-6244 Janitorial Supplies & Services: Cost of items or services to maintain the esthetics of the premises. These are non-treatment related costs.	
3004	Advertising	-		
3005	Staff Development & Training	1,957	10-6440 Staff Educational Expense: Cost of employee training courses and materials. (Examples: certification, training, books, etc.) *May include cost of room rental. These are non-treatment related costs.	
3006	Staff Mileage	372	10-6060 Staff Mileage: Cost of employee mileage reimbursement paid in accordance with FPM section 1005. These are non-treatment related costs.	
3007	Subscriptions & Memberships	106	10-6360 Dues & Subscriptions: Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) These are non-treatment related costs.	
3008	Vehicle Maintenance	936	10-6030 Vehicle Insurance: Cost for vehicle insurance. 10-6040 Vehicle Fuel: Cost of gas in vehicles. 10-6050 Vehicle Maintenance: Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. (Examples: repairs, battery, carwash *Includes: impounds) These are non-treatment related costs.	
3009	Recruitment	692	10-6470 Recruitment: Cost of advertising and other employee recruitment expenses. (Examples: newspaper ad, urine screening, background check, etc.)	
3010	Outreach & Engagement	147	10-6693 O & E Client Needs: Cost related to services and supplies used during outreach and engagement events/activities. These are non-treatment related costs.	
3011	Other (specify)	-		
3012	Other (specify)	-		

4000: DIRECT FACILITIES & EQUIPMENT		28,502		
4001	Building Maintenance	80	10-6330 Building Maintenance: Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, deadbolt, door knob/lock, keys, key tags, air/furnace filters, smoke alarm, co2 alarm, exit sign, blinds, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project, in this case use 6603, or projects over \$2,000.00 that will require the procurement process and a WIP to be completed. These are non-treatment related costs.	
4002	Rent/Lease Building	20,846	10-6320 Building Rent (Other): Cost of rent/lease payments made for building leases from outside sources. These are non-treatment related costs.	

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4003	Rent/Lease Equipment	519	10-6220 Furniture & Equipment Rent/Lease (Other): Cost of rent/lease payments made for furniture and equipment leases from outside sources. (Examples: high capacity copier/printer/scanner, washer/dryer, vending machine, furniture, water cooler, postage meter, etc.) These are non-treatment related costs.
4004	Rent/Lease Vehicles	-	
4005	Security	453	10-6390 Security: Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, locks, padlocks, etc.) These are non-treatment related costs.
4006	Utilities	5,819	10-6350 Utilities: Cost of service for power, gas, water, sewer, garbage, etc. These are non-treatment related costs.
4007	Equipment Maintenance	626	10-6230 Equipment Maintenance: Cost of repair or maintenance of office/house equipment and furniture. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, video card, adapter, laptop battery, monitor/printer/phone cord, cord covers, power strip, surge protector, extension cord, cable ties, drum, hose, filter, drawer slide set/rollers, keys for filing cabinet, etc.) These are non-treatment related costs.
4008	Depreciation	159	10-8050 Depreciation: This account should be charged for the depreciation expense of the Agency's tangible assets. These are non-treatment related costs.
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		20,934	
5001	Consultant (Network & Data Management)	26	10-6115 Software & Computer Support: Cost of computer software and computer support. (Examples: Microsoft Office, QuickBooks, PDF converter, Avatar, Vipre anti-virus, LogMeln, web filter, etc.) This account should not be used for the purchase of computers and related accessories. Computer accessories such as a mouse, keyboard and speakers must be coded to 6190. These are non-treatment related costs.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	OS Labor Psychiatrist	17,604	These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5006	OS Labor Physician	3,304	These accounts are assigned to record various professional services provided by contracted Physician working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		85,859	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	2,277	10-6370 Insurance: Cost of Agency liability and property insurance. These are non-treatment related costs.
6003	Accounting/Bookkeeping	-	
6004	External Audit	346	10-6460 Audit Expense: Cost of outside audit fees. These are non-treatment related costs.
6005	Insurance (Specify):	-	
6006	Payroll Services	1,928	10-6482 Payroll Software & Support These are non-treatment related costs.
6007	Depreciation (Provider-Owned Equipment to be Used)	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Licenses	5,384	10-6380 Licenses: Cost in obtaining and renewing licenses and permits. (Examples: Electronic Medical Records (EMR) database, kitchen/restaurant permit, fire clearance, facility inspections, vehicle registration, etc.) These are non-treatment related costs.
6010	Indirect	75,924	10-9000's Indirect Allocated Costs. These are non-treatment related costs.
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		5,965	
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Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	2,583	10-6240 Expendable Furniture: Cost of small, inexpensive Agency property with a normal useful life generally less than one year or a value that is minor or insignificant, typically items with a total cost of less than \$5000 per item. (Examples: small desk, portable desk, chair, filing cabinet, mail slots, shelving unit, table, foldable tables/chairs, bed, mattress, nightstand, room divider, etc. *Includes assembly fee) (For additional information, see procedures section 0900) These are non-treatment related costs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Expendable Equipment	3,382	10-6190 Expendable Equipment: Cost of purchasing office/house equipment that has a cost less than \$5000 per item. (Examples: electronic stapler/calculator/hole puncher, computer, monitor, keyboard, mouse, speakers and other computer accessories including mousepad and wrist pad, desk printer, tablet, tablet cover, lamp, desk lamp, fan, radio, television, phone, coffee machine, popcorn maker, toaster, refrigerator, dishwasher, washer, dryer, portable a/c unit, hand soap/hand towel dispenser, fire extinguisher, dolly, canopy, shed, barbecue, drill, etc.) These are non-treatment related costs.
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 658,250

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 658,250

BUDGET CHECK: -

Exhibit J-1

Forensic Continuum of Care SUD/MH OP
 Turning Point of Central California, Inc.
 Fiscal Year (FY) 2025-26

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Records Technician	0.12	\$ 4,810		\$ 4,810
1102	Secretary	0.26	10,182		10,182
1103	Bookkeeper	0.26	11,804		11,804
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.64	\$ 26,796		\$ 26,796

Acct #	Program Position	FTE	Admin	Program	Total
1116	Intake Assistant	0.26		\$ 26,082	\$ 26,082
1117	Program Director	0.26		23,695	23,695
1118	Case Manager	0.28		26,972	26,972
1119	Supervising Personal Services Coordinator	0.28		18,180	18,180
1120	Substance Abuse Counselor	0.28		67,080	67,080
1121	Mental Health Professional	0.27		67,041	67,041
1122	Nurse	0.06		7,025	7,025
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		1.69		\$ 236,075	\$ 236,075

		FTE	Admin	Program	Total
Direct Personnel Salaries Subtotal		2.33	\$ 26,796	\$ 236,075	\$ 262,871

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 1,164	\$ 7,507	\$ 8,671
1202	Worker's Compensation	414	2,671	3,085
1203	Health Insurance	4,846	31,264	36,110
1204	Dental Insurance	380	2,453	2,833
1205	ACI	12	75	87
1206	Accrued Paid Leave	3,879	25,023	28,902
Direct Employee Benefits Subtotal:		\$ 10,695	\$ 68,993	\$ 79,688

Direct Payroll Taxes & Expenses:

Acct #	Description	Admin	Program	Total
1301	OASDI	\$ 562	\$ 3,628	\$ 4,190
1302	FICA/MEDICARE	2,424	15,640	18,064
1303	SUI	566	3,653	4,219
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 3,552	\$ 22,921	\$ 26,473

DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 41,043	\$ 327,989	\$ 369,032

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	11%	89%

Exhibit J-1

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	120,000
2003	Client Transportation & Support	500
2004	Clothing, Food, & Hygiene	1,000
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	4,300
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Clothing & Hygiene	1,000
2012	Client Testing Material	9,850
2013	Client Food	300
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 136,950

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,204
3002	Printing/Postage	706
3003	Office, Household & Program Supplies	3,888
3004	Advertising	-
3005	Staff Development & Training	1,957
3006	Staff Mileage	372
3007	Subscriptions & Memberships	106
3008	Vehicle Maintenance	936
3009	Recruitment	692
3010	Outreach & Engagement	147
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 11,008

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 80
4002	Rent/Lease Building	20,846
4003	Rent/Lease Equipment	519
4004	Rent/Lease Vehicles	-
4005	Security	453
4006	Utilities	5,819
4007	Equipment Maintenance	626
4008	Depreciation	159
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 28,502

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 26
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	OS Labor Psychiatrist	17,604
5006	OS Labor Physician	3,304
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 20,934

Exhibit J-1

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	2,277
6003	Accounting/Bookkeeping	-
6004	External Audit	346
6005	Insurance (Specify):	-
6006	Payroll Services	1,928
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Licenses	5,384
6010	Indirect	75,924
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 85,859

INDIRECT COST RATE	15.00%
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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	2,583
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Expendable Equipment	3,382
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 5,965

TOTAL PROGRAM EXPENSES		\$ 658,250
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

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

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify) - CCP AB109	658,250
8404	Other (Specify)	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 658,250

TOTAL PROGRAM FUNDING SOURCES:		\$ 658,250
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NET PROGRAM COST:	\$ -
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Exhibit J-1

Forensic Continuum of Care SUD/MH OP
Turning Point of Central California, 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 %
Records Technician	Allocation to FSC OP MH FFP	0.08
	Allocation to FSC OP MH CCP	0.02
	Allocation to FSC OP SUD FFP	0.25
	Allocation to FSC OP SUD CCP	0.10
	Allocation to FSC FSP CCP & DSH	0.38
	Allocation to FSC FSP FFP	0.17
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Secretary	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Bookkeeper	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Intake Assistant	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.57
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Director	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Case Manager	Allocation to FSC OP SUD FFP	0.72
	Allocation to FSC OP SUD CCP	0.28
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Supervising Personal Services Coordinator	Allocation to FSC OP SUD FFP	0.72
	Allocation to FSC OP SUD CCP	0.28

Exhibit J-1

Total		<u>0.00</u>

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

Exhibit J-1
Forensic Continuum of Care SUD/MH OP
Turning Point of Central California, 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		369,032	
Administrative Positions		26,796	
1101	Records Technician	4,810	The Records Technician will keep track of the Medical Records and will do the billing for the program. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1102	Secretary	10,182	Provides direct services to the program by data entry, phone calls, checking in clients, etc. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1103	Bookkeeper	11,804	The Program Bookkeeper will be assisting the clients with their client fees for their portion of rent if necessary and keeping track of all the incoming and outgoing of petty cash as needed. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
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		236,075	
1116	Intake Assistant	26,082	The Intake Assistant processes all referrals related to this program. These services include completeing all new admissions in a timely manner with the goal of opening the client. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1117	Program Director	23,695	
1118	Case Manager	26,972	The Case Managers provide services which will assist individuals in gaining access to needed medical, social, housing, economic, educational and other services as directed by the Program Director and Supervising PSC. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1119	Supervising Personal Services Coordinator	18,180	Provides supervision to all Substance Abuse Counselors, Case Managers and Intake Assistant to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assisting in training new staff and reporting to the Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1120	Substance Abuse Counselor	67,080	The Substance Abuse Counselor is responsible for the Substance Abuse Treatment services in accordance with program requirements and ADP licensing. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1121	Mental Health Professional	67,041	Provides mental health assessment, assessing for Medical Necessity, assists client in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy as client requests, while also providing program support to assist clients in crisis. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1122	Nurse	7,025	Nurses work with the doctors for client care, maintaining compliance with Turning Point policies and procedures, providing training and ensuring accurate charting in accordance with Medi-cal. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1123	0	-	
1124	0	-	
1125	0	-	

Exhibit J-1

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	1126	0	-	
	1127	0	-	
	1128	0	-	
	1129	0	-	
	1130	0	-	
	1131	0	-	
	1132	0	-	
	1133	0	-	
	1134	0	-	
Direct Employee Benefits				
	1201	Retirement	8,671	10-5940 Retirement: Cost of Agency contribution to employee retirement plans. These are non-treatment related costs.
	1202	Worker's Compensation	3,085	10-5930 Workers Compensation Insurance: Cost of workers compensation insurance. These are non-treatment related costs.
	1203	Health Insurance	36,110	10-5950 Health Insurance: Agency cost for health insurance including Vision. These are non-treatment related costs.
	1204	Dental Insurance	2,833	10-5960 Dental Insurance: Agency cost for dental insurance.
	1205	ACI	87	10-5990 Other Benefits: Agency cost for other wage related employee benefits. These are non-treatment related costs.
	1206	Accrued Paid Leave	28,902	10-5980 Accrued Paid Leave: The monetary value of staff Paid Leave hours as they accrue on a monthly basis. These are non-treatment related costs.
Direct Payroll Taxes & Expenses:			26,473	
	1301	OASDI	4,190	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.
	1302	FICA/MEDICARE	18,064	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.
	1303	SUI	4,219	10-5920 S.U.I. (State Unemployment Insurance): Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. These are non-treatment related costs.
	1304	Other (specify)	-	
	1305	Other (specify)	-	
	1306	Other (specify)	-	
2000: DIRECT CLIENT SUPPORT			136,950	
	2001	Child Care	-	
	2002	Client Housing Support	120,000	10-7060 Client Housing Assistance: Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.)
	2003	Client Transportation & Support	500	10-7015 Client Transportation: Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.)
	2004	Clothing, Food, & Hygiene	1,000	10-7021 Client Clothing & Hygiene: Cost of client hygiene supplies and non-work related clothing. (Examples: clothes, shoes, hats, beanies, scarves, soap, toothpaste, deodorant, grooming supplies, hair accessories, diapers, etc.)
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	4,300	10-6122 Program Supplies-Medical: Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, sunblock, insect repellent, *over-the-counter medication/vitamins-if allowable per contract*, etc.
	2009	Program Supplies - Medical	-	
	2010	Utility Vouchers	-	
	2011	Clothing & Hygiene	1,000	10-7010 Client Activities/Recreation: Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, cash reinforcer, admission fees to events, etc.)
	2012	Client Testing Material	9,850	10-7140 Client Testing Material: Cost of U/A testing supplies, including breathalyzer, used to determine treatment required for clients.

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2013	Client Food	300	10-6150 Food: Cost of food and drink to be consumed by the residents/clients. (Examples: Groceries to prepare onsite, outside food brought onsite, food/drinks for clients)
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		11,008	
3001	Telecommunications	2,204	10-6340 Communications: Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) These are non-treatment related costs.
3002	Printing/Postage	706	10-6400 Postage: Cost of Agency postage and delivery. Including delivery by the U.S. Post Office, U.P.S., FedEx or other courier services. These are non-treatment related costs.
3003	Office, Household & Program Supplies	3,888	10-6110 Office Supplies: Cost of items normally used in an office setting. 10-6130 House Supplies: Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. 10-6120 Program Supplies: Cost of any items normally used by clients or to directly benefit the clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. 10-6243 General Supplies: Cost of items generally used by all at program's location. 10-6244 Janitorial Supplies & Services: Cost of items or services to maintain the esthetics of the premises. These are non-treatment related costs.
3004	Advertising	-	
3005	Staff Development & Training	1,957	10-6440 Staff Educational Expense: Cost of employee training courses and materials. (Examples: certification, training, books, etc.) *May include cost of room rental. These are non-treatment related costs.
3006	Staff Mileage	372	10-6060 Staff Mileage: Cost of employee mileage reimbursement paid in accordance with FPM section 1005. These are non-treatment related costs.
3007	Subscriptions & Memberships	106	10-6360 Dues & Subscriptions: Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) These are non-treatment related costs.
3008	Vehicle Maintenance	936	10-6030 Vehicle Insurance: Cost for vehicle insurance. 10-6040 Vehicle Fuel: Cost of gas in vehicles. 10-6050 Vehicle Maintenance: Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. (Examples: repairs, battery, carwash *Includes: impounds) These are non-treatment related costs.
3009	Recruitment	692	10-6470 Recruitment: Cost of advertising and other employee recruitment expenses. (Examples: newspaper ad, urine screening, background check, etc.)
3010	Outreach & Engagement	147	10-6693 O & E Client Needs: Cost related to services and supplies used during outreach and engagement events/activities. These are non-treatment related costs.
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		28,502	
4001	Building Maintenance	80	10-6330 Building Maintenance: Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, deadbolt, door knob/lock, keys, key tags, air/furnace filters, smoke alarm, co2 alarm, exit sign, blinds, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project, in this case use 6603, or projects over \$2,000.00 that will require the procurement process and a WIP to be completed. These are non-treatment related costs.
4002	Rent/Lease Building	20,846	10-6320 Building Rent (Other): Cost of rent/lease payments made for building leases from outside sources. These are non-treatment related costs.
4003	Rent/Lease Equipment	519	10-6220 Furniture & Equipment Rent/Lease (Other): Cost of rent/lease payments made for furniture and equipment leases from outside sources. (Examples: high capacity copier/printer/scanner, washer/dryer, vending machine, furniture, water cooler, postage meter, etc.) These are non-treatment related costs.
4004	Rent/Lease Vehicles	-	

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4005	Security	453	10-6390 Security: Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, locks, padlocks, etc.) These are non-treatment related costs.
4006	Utilities	5,819	10-6350 Utilities: Cost of service for power, gas, water, sewer, garbage, etc. These are non-treatment related costs.
4007	Equipment Maintenance	626	10-6230 Equipment Maintenance: Cost of repair or maintenance of office/house equipment and furniture. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, video card, adapter, laptop battery, monitor/printer/phone cord, cord covers, power strip, surge protector, extension cord, cable ties, drum, hose, filter, drawer slide set/rollers, keys for filing cabinet, etc.) These are non-treatment related costs.
4008	Depreciation	159	10-8050 Depreciation: This account should be charged for the depreciation expense of the Agency's tangible assets. These are non-treatment related costs.
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		20,934	
5001	Consultant (Network & Data Management)	26	10-6115 Software & Computer Support: Cost of computer software and computer support. (Examples: Microsoft Office, QuickBooks, PDF converter, Avatar, Vipre anti-virus, LogMeln, web filter, etc.) This account should not be used for the purchase of computers and related accessories. Computer accessories such as a mouse, keyboard and speakers must be coded to 6190. These are non-treatment related costs.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	OS Labor Psychiatrist	17,604	These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5006	OS Labor Physician	3,304	These accounts are assigned to record various professional services provided by contracted Physician working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		85,859	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	2,277	10-6370 Insurance: Cost of Agency liability and property insurance. These are non-treatment related costs.
6003	Accounting/Bookkeeping	-	
6004	External Audit	346	10-6460 Audit Expense: Cost of outside audit fees. These are non-treatment related costs.
6005	Insurance (Specify):	-	
6006	Payroll Services	1,928	10-6482 Payroll Software & Support These are non-treatment related costs.
6007	Depreciation (Provider-Owned Equipment to be Used)	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Licenses	5,384	10-6380 Licenses: Cost in obtaining and renewing licenses and permits. (Examples: Electronic Medical Records (EMR) database, kitchen/restaurant permit, fire clearance, facility inspections, vehicle registration, etc.) These are non-treatment related costs.
6010	Indirect	75,924	10-9000's Indirect Allocated Costs. These are non-treatment related costs.
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		5,965	
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
7003	Furniture & Fixtures	2,583	10-6240 Expendable Furniture: Cost of small, inexpensive Agency property with a normal useful life generally less than one year or a value that is minor or insignificant, typically items with a total cost of less than \$5000 per item. (Examples: small desk, portable desk, chair, filing cabinet, mail slots, shelving unit, table, foldable tables/chairs, bed, mattress, nightstand, room divider, etc. *Includes assembly fee) (For additional information, see procedures section 0900) These are non-treatment related costs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Expendable Equipment	3,382	10-6190 Expendable Equipment: Cost of purchasing office/house equipment that has a cost less than \$5000 per item. (Examples: electronic stapler/calculator/hole puncher, computer, monitor, keyboard, mouse, speakers and other computer accessories including mousepad and wrist pad, desk printer, tablet, tablet cover, lamp, desk lamp, fan, radio, television, phone, coffee machine, popcorn maker, toaster, refrigerator, dishwasher, washer, dryer, portable a/c unit, hand soap/hand towel dispenser, fire extinguisher, dolly, canopy, shed, barbecue, drill, etc.) These are non-treatment related costs.
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 658,250

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 658,250

BUDGET CHECK: -

Exhibit J-1

Forensic Continuum of Care SUD/MH OP
 Turning Point of Central California, Inc.
 Fiscal Year (FY) 2026-27

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Records Technician	0.12	\$ 4,810		\$ 4,810
1102	Secretary	0.26	10,182		10,182
1103	Bookkeeper	0.26	11,804		11,804
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.64	\$ 26,796		\$ 26,796
Acct #	Program Position	FTE	Admin	Program	Total
1116	Intake Assistant	0.26		\$ 26,082	\$ 26,082
1117	Program Director	0.26		23,695	23,695
1118	Case Manager	0.28		26,972	26,972
1119	Supervising Personal Services Coordinator	0.28		18,180	18,180
1120	Substance Abuse Counselor	0.28		67,080	67,080
1121	Mental Health Professional	0.27		67,041	67,041
1122	Nurse	0.06		7,025	7,025
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		1.69		\$ 236,075	\$ 236,075
Direct Personnel Salaries Subtotal		2.33	\$ 26,796	\$ 236,075	\$ 262,871
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 1,164	\$ 7,507	\$ 8,671
1202	Worker's Compensation		414	2,671	3,085
1203	Health Insurance		4,846	31,264	36,110
1204	Dental Insurance		380	2,453	2,833
1205	ACI		12	75	87
1206	Accrued Paid Leave		3,879	25,023	28,902
Direct Employee Benefits Subtotal:			\$ 10,695	\$ 68,993	\$ 79,688
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ 562	\$ 3,628	\$ 4,190
1302	FICA/MEDICARE		2,424	15,640	18,064
1303	SUI		566	3,653	4,219
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 3,552	\$ 22,921	\$ 26,473
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ 41,043	\$ 327,989	\$ 369,032

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	11%	89%

Exhibit J-1

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	120,000
2003	Client Transportation & Support	500
2004	Clothing, Food, & Hygiene	1,000
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	4,300
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Clothing & Hygiene	1,000
2012	Client Testing Material	9,850
2013	Client Food	300
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 136,950

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,204
3002	Printing/Postage	706
3003	Office, Household & Program Supplies	3,888
3004	Advertising	-
3005	Staff Development & Training	1,957
3006	Staff Mileage	372
3007	Subscriptions & Memberships	106
3008	Vehicle Maintenance	936
3009	Recruitment	692
3010	Outreach & Engagement	147
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 11,008

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 80
4002	Rent/Lease Building	20,846
4003	Rent/Lease Equipment	519
4004	Rent/Lease Vehicles	-
4005	Security	453
4006	Utilities	5,819
4007	Equipment Maintenance	626
4008	Depreciation	159
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 28,502

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 26
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	OS Labor Psychiatrist	17,604
5006	OS Labor Physician	3,304
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 20,934

Exhibit J-1

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	2,277
6003	Accounting/Bookkeeping	-
6004	External Audit	346
6005	Insurance (Specify):	-
6006	Payroll Services	1,928
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Licenses	5,384
6010	Indirect	75,924
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 85,859

INDIRECT COST RATE	15.00%
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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	2,583
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Expendable Equipment	3,382
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 5,965

TOTAL PROGRAM EXPENSES		\$ 658,250
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

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

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify) - CCP AB109	658,250
8404	Other (Specify)	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 658,250

TOTAL PROGRAM FUNDING SOURCES:		\$ 658,250
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NET PROGRAM COST:	\$ -
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Exhibit J-1

Forensic Continuum of Care SUD/MH OP
Turning Point of Central California, Inc.
Fiscal Year (FY) 2026-27

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 %
Records Technician	Allocation to FSC OP MH FFP	0.08
	Allocation to FSC OP MH CCP	0.02
	Allocation to FSC OP SUD FFP	0.25
	Allocation to FSC OP SUD CCP	0.10
	Allocation to FSC FSP CCP & DSH	0.38
	Allocation to FSC FSP FFP	0.17
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Secretary	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Bookkeeper	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Intake Assistant	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.57
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Director	Allocation to FSC OP MH FFP	0.17
	Allocation to FSC OP MH CCP	0.05
	Allocation to FSC OP SUD FFP	0.56
	Allocation to FSC OP SUD CCP	0.21
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Case Manager	Allocation to FSC OP SUD FFP	0.72
	Allocation to FSC OP SUD CCP	0.28
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Supervising Personal Services Coordinator	Allocation to FSC OP SUD FFP	0.72
	Allocation to FSC OP SUD CCP	0.28

Exhibit J-1

Total		<u>0.00</u>

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

Exhibit J-1
Forensic Continuum of Care SUD/MH OP
Turning Point of Central California, Inc.
Fiscal Year (FY) 2026-27 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		369,032	
Administrative Positions		26,796	
1101	Records Technician	4,810	The Records Technician will keep track of the Medical Records and will do the billing for the program. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1102	Secretary	10,182	Provides direct services to the program by data entry, phone calls, checking in clients, etc. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1103	Bookkeeper	11,804	The Program Bookkeeper will be assisting the clients with their client fees for their portion of rent if necessary and keeping track of all the incoming and outgoing of petty cash as needed. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
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		236,075	
1116	Intake Assistant	26,082	The Intake Assistant processes all referrals related to this program. These services include completeing all new admissions in a timely manner with the goal of opening the client. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1117	Program Director	23,695	The Program Director oversees the program and the hiring, training and supervising of staff. When a staff takes leave, the program is not changed since it's already been accrued. Our Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1118	Case Manager	26,972	The Case Managers provide services which will assist individuals in gaining access to needed medical, social, housing, economic, educational and other services as directed by the Program Director and Supervising PSC. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1119	Supervising Personal Services Coordinator	18,180	Provides supervision to all Substance Abuse Counselors, Case Managers and Intake Assistant to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assisting in training new staff and reporting to the Program Director. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1120	Substance Abuse Counselor	67,080	The Substance Abuse Counselor is responsible for the Substance Abuse Treatment services in accordance with program requirements and ADP licensing. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
1121	Mental Health Professional	67,041	Provides mental health assessment, assessing for Medical Necessity, assists client in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy as client requests, while also providing program support to assist clients in crisis. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.

Exhibit J-1

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1122	Nurse	7,025	Nurses work with the doctors for client care, maintaining compliance with Turning Point policies and procedures, providing training and ensuring accurate charting in accordance with Medi-cal. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.	
1123	0	-		
1124	0	-		
1125	0	-		
1126	0	-		
1127	0	-		
1128	0	-		
1129	0	-		
1130	0	-		
1131	0	-		
1132	0	-		
1133	0	-		
1134	0	-		
Direct Employee Benefits				
1201	Retirement	8,671	10-5940 Retirement: Cost of Agency contribution to employee retirement plans. These are non-treatment related costs.	
1202	Worker's Compensation	3,085	10-5930 Workers Compensation Insurance: Cost of workers compensation insurance. These are non-treatment related costs.	
1203	Health Insurance	36,110	10-5950 Health Insurance: Agency cost for health insurance including Vision. These are non-treatment related costs.	
1204	Dental Insurance	2,833	10-5960 Dental Insurance: Agency cost for dental insurance.	
1205	ACI	87	10-5990 Other Benefits: Agency cost for other wage related employee benefits. These are non-treatment related costs.	
1206	Accrued Paid Leave	28,902	10-5980 Accrued Paid Leave: The monetary value of staff Paid Leave hours as they accrue on a monthly basis. These are non-treatment related costs.	
Direct Payroll Taxes & Expenses: 26,473				
1301	OASDI	4,190	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1302	FICA/MEDICARE	18,064	10-5910 F.I.C.A. (Federal Insurance Contributions Act): Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). These are non-treatment related costs.	
1303	SUI	4,219	10-5920 S.U.I. (State Unemployment Insurance): Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. These are non-treatment related costs.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		
2000: DIRECT CLIENT SUPPORT 136,950				
2001	Child Care	-		
2002	Client Housing Support	120,000	10-7060 Client Housing Assistance: Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.)	
2003	Client Transportation & Support	500	10-7015 Client Transportation: Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.)	
2004	Clothing, Food, & Hygiene	1,000	10-7021 Client Clothing & Hygiene: Cost of client hygiene supplies and non-work related clothing. (Examples: clothes, shoes, hats, beanies, scarves, soap, toothpaste, deodorant, grooming supplies, hair accessories, diapers, etc.)	
2005	Education Support	-		
2006	Employment Support	-		
2007	Household Items for Clients	-		
2008	Medication Supports	4,300	10-6122 Program Supplies-Medical: Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, sunblock, insect repellent, *over-the-counter medication/vitamins-if allowable per contract*, etc.	

Exhibit J-1

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
2009	Program Supplies - Medical	-		
2010	Utility Vouchers	-		
2011	Clothing & Hygiene	1,000	10-7010 Client Activities/Recreation: Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, cash reinforcer, admission fees to events, etc.)	
2012	Client Testing Material	9,850	10-7140 Client Testing Material: Cost of U/A testing supplies, including breathalyzer, used to determine treatment required for clients.	
2013	Client Food	300	10-6150 Food: Cost of food and drink to be consumed by the residents/clients. (Examples: Groceries to prepare onsite, outside food brought onsite, food/drinks for clients)	
2014	Other (specify)	-		
2015	Other (specify)	-		
2016	Other (specify)	-		

3000: DIRECT OPERATING EXPENSES		11,008		
3001	Telecommunications	2,204	10-6340 Communications: Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) These are non-treatment related costs.	
3002	Printing/Postage	706	10-6400 Postage: Cost of Agency postage and delivery. Including delivery by the U.S. Post Office, U.P.S., FedEx or other courier services. These are non-treatment related costs.	
3003	Office, Household & Program Supplies	3,888	10-6110 Office Supplies: Cost of items normally used in an office setting. 10-6130 House Supplies: Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. 10-6120 Program Supplies: Cost of any items normally used by clients or to directly benefit the clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. 10-6243 General Supplies: Cost of items generally used by all at program's location. 10-6244 Janitorial Supplies & Services: Cost of items or services to maintain the esthetics of the premises. These are non-treatment related costs.	
3004	Advertising	-		
3005	Staff Development & Training	1,957	10-6440 Staff Educational Expense: Cost of employee training courses and materials. (Examples: certification, training, books, etc.) *May include cost of room rental. These are non-treatment related costs.	
3006	Staff Mileage	372	10-6060 Staff Mileage: Cost of employee mileage reimbursement paid in accordance with FPM section 1005. These are non-treatment related costs.	
3007	Subscriptions & Memberships	106	10-6360 Dues & Subscriptions: Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) These are non-treatment related costs.	
3008	Vehicle Maintenance	936	10-6030 Vehicle Insurance: Cost for vehicle insurance. 10-6040 Vehicle Fuel: Cost of gas in vehicles. 10-6050 Vehicle Maintenance: Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. (Examples: repairs, battery, carwash *Includes: impounds) These are non-treatment related costs.	
3009	Recruitment	692	10-6470 Recruitment: Cost of advertising and other employee recruitment expenses. (Examples: newspaper ad, urine screening, background check, etc.)	
3010	Outreach & Engagement	147	10-6693 O & E Client Needs: Cost related to services and supplies used during outreach and engagement events/activities. These are non-treatment related costs.	
3011	Other (specify)	-		
3012	Other (specify)	-		

4000: DIRECT FACILITIES & EQUIPMENT		28,502		
4001	Building Maintenance	80	10-6330 Building Maintenance: Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, deadbolt, door knob/lock, keys, key tags, air/furnace filters, smoke alarm, co2 alarm, exit sign, blinds, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project, in this case use 6603, or projects over \$2,000.00 that will require the procurement process and a WIP to be completed. These are non-treatment related costs.	
4002	Rent/Lease Building	20,846	10-6320 Building Rent (Other): Cost of rent/lease payments made for building leases from outside sources. These are non-treatment related costs.	

Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4003	Rent/Lease Equipment	519	10-6220 Furniture & Equipment Rent/Lease (Other): Cost of rent/lease payments made for furniture and equipment leases from outside sources. (Examples: high capacity copier/printer/scanner, washer/dryer, vending machine, furniture, water cooler, postage meter, etc.) These are non-treatment related costs.
4004	Rent/Lease Vehicles	-	
4005	Security	453	10-6390 Security: Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, locks, padlocks, etc.) These are non-treatment related costs.
4006	Utilities	5,819	10-6350 Utilities: Cost of service for power, gas, water, sewer, garbage, etc. These are non-treatment related costs.
4007	Equipment Maintenance	626	10-6230 Equipment Maintenance: Cost of repair or maintenance of office/house equipment and furniture. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, video card, adapter, laptop battery, monitor/printer/phone cord, cord covers, power strip, surge protector, extension cord, cable ties, drum, hose, filter, drawer slide set/rollers, keys for filing cabinet, etc.) These are non-treatment related costs.
4008	Depreciation	159	10-8050 Depreciation: This account should be charged for the depreciation expense of the Agency's tangible assets. These are non-treatment related costs.
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		20,934	
5001	Consultant (Network & Data Management)	26	10-6115 Software & Computer Support: Cost of computer software and computer support. (Examples: Microsoft Office, QuickBooks, PDF converter, Avatar, Vipre anti-virus, LogMeln, web filter, etc.) This account should not be used for the purchase of computers and related accessories. Computer accessories such as a mouse, keyboard and speakers must be coded to 6190. These are non-treatment related costs.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	OS Labor Psychiatrist	17,604	These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5006	OS Labor Physician	3,304	These accounts are assigned to record various professional services provided by contracted Physician working as independent agents. Any additional funds outside of Medi-Cal are used for this/these positions for non-treatment and/or non-billable related costs to be able to continue to provide continuity of care.
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		85,859	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	2,277	10-6370 Insurance: Cost of Agency liability and property insurance. These are non-treatment related costs.
6003	Accounting/Bookkeeping	-	
6004	External Audit	346	10-6460 Audit Expense: Cost of outside audit fees. These are non-treatment related costs.
6005	Insurance (Specify):	-	
6006	Payroll Services	1,928	10-6482 Payroll Software & Support These are non-treatment related costs.
6007	Depreciation (Provider-Owned Equipment to be Used)	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Licenses	5,384	10-6380 Licenses: Cost in obtaining and renewing licenses and permits. (Examples: Electronic Medical Records (EMR) database, kitchen/restaurant permit, fire clearance, facility inspections, vehicle registration, etc.) These are non-treatment related costs.
6010	Indirect	75,924	10-9000's Indirect Allocated Costs. These are non-treatment related costs.
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		5,965	
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Exhibit J-1

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	2,583	10-6240 Expendable Furniture: Cost of small, inexpensive Agency property with a normal useful life generally less than one year or a value that is minor or insignificant, typically items with a total cost of less than \$5000 per item. (Examples: small desk, portable desk, chair, filing cabinet, mail slots, shelving unit, table, foldable tables/chairs, bed, mattress, nightstand, room divider, etc. *Includes assembly fee) (For additional information, see procedures section 0900) These are non-treatment related costs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Expendable Equipment	3,382	10-6190 Expendable Equipment: Cost of purchasing office/house equipment that has a cost less than \$5000 per item. (Examples: electronic stapler/calculator/hole puncher, computer, monitor, keyboard, mouse, speakers and other computer accessories including mousepad and wrist pad, desk printer, tablet, tablet cover, lamp, desk lamp, fan, radio, television, phone, coffee machine, popcorn maker, toaster, refrigerator, dishwasher, washer, dryer, portable a/c unit, hand soap/hand towel dispenser, fire extinguisher, dolly, canopy, shed, barbecue, drill, etc.) These are non-treatment related costs.
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 658,250

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 658,250

BUDGET CHECK: -

Exhibit J-2

Turining Point of Central California, Inc.
 Whole Person Care Like
 July 1, 2023 - June 30, 2024

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101			\$ -		\$ -
1102	Secretary	0.25	10,447		10,447
1103	Program Bookkeeper	0.05	2,330		2,330
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.30	\$ 12,777		\$ 12,777
Acct #	Program Position	FTE	Admin	Program	Total
1116	Case Manager	2.00		\$ 100,446	\$ 100,446
1117	Supervising Personal Services Coordinator	0.25		18,231	18,231
1118	Peer Support	1.00		39,349	39,349
1119	Program Director	0.13		14,989	14,989
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		3.38		\$ 173,015	\$ 173,015
Direct Personnel Salaries Subtotal		3.68	\$ 12,777	\$ 173,015	\$ 185,792
Acct #	Description	Admin	Program	Total	
1201	Retirement	\$ 426	\$ 5,800	\$ 6,226	
1202	Worker's Compensation	224	3,044	3,268	
1203	Health/Dental/Other Insurance	2,593	29,177	31,770	
1204	Other (Accrued Paid Leave)	1,420	19,332	20,752	
1205	Other (specify)	-	-	-	
1206	Other (specify)	-	-	-	
Direct Employee Benefits Subtotal:		\$ 4,663	\$ 57,353	\$ 62,016	
Direct Payroll Taxes & Expenses:					
Acct #	Description	Admin	Program	Total	
1301	OASDI	\$ 206	\$ 2,803	\$ 3,009	
1302	FICA/MEDICARE	887	12,082	12,969	
1303	SUI	207	2,822	3,029	
1304	Other (specify)	-	-	-	
1305	Other (specify)	-	-	-	
1306	Other (specify)	-	-	-	
Direct Payroll Taxes & Expenses Subtotal:		\$ 1,300	\$ 17,707	\$ 19,007	
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:					
		\$ 18,740	\$ 248,075	\$ 266,815	

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

2000: DIRECT CLIENT SUPPORT

Exhibit J-2

Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	1,000
2004	Clothing, Food, & Hygiene	1,900
2005	Education Support	1,000
2006	Employment Support	800
2007	Household Items for Clients	-
2008	Medication Supports	2,000
2009	Program Supplies - Medical	275
2010	Utility & Rental Security Deposits	800
2011	Other (Client Personal Needs)	800
2012	Other (O&E Client Needs)	1,000
2013	Other (Client Physical Exams)	250
2014	Other (Client Activities)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 9,825

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 750
3002	Printing/Postage	150
3003	Office, Household & Program Supplies	650
3004	Advertising	-
3005	Staff Development & Training	500
3006	Staff Mileage	413
3007	Subscriptions & Memberships	100
3008	Vehicle Maintenance	1,250
3009	Other (Vehicle Insurance/Fuel)	9,200
3010	Other (Recruitment)	350
3011	Other (Staff Meetings/Employee Relations)	350
3012	Other (Miscellaneous Expense - COVID Supplies)	534
DIRECT OPERATING EXPENSES TOTAL:		\$ 14,247

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 750
4002	Rent/Lease Building	5,200
4003	Rent/Lease Equipment	150
4004	Rent/Lease Vehicles	9,600
4005	Security	100
4006	Utilities	2,500
4007	Other (Insurance)	500
4008	Other (Equipment Maintenance)	150
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 18,950

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	500
5005	Other (HRIS & PR Processing)	300
5006	Other (Audit)	150
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 950

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 (Admin, HR, Fiscal, IT, Executive, Regional Supports)	46,664
6010	Other (specify)	-
6011	Other (specify)	-

Exhibit J-2

6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 46,664

INDIRECT COST RATE	15.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 100
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	100
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (Expendable Equipment)	100
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 300

TOTAL PROGRAM EXPENSES	\$ 357,751
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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		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ -

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (WPCL)	357,751
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 357,751

TOTAL PROGRAM FUNDING SOURCES:	\$ 357,751
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NET PROGRAM COST:	\$ -
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Exhibit J-2

Turining Point of Central California, Inc.
 Whole Person Care Like
 July 1, 2023 - June 30, 2024

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 Director	22-264/FSC FSP/Fresno	0.88
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Supervising Personal Services Coordinator	22-264/FSC FSP/Fresno	0.75
	WPCL	0.25
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Secretary	22-264/FSC FSP/Fresno	0.75
	WPCL	0.25
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Bookkeeper	WPCL	0.05
	22-264/FSC FSP/Fresno	0.50
	FSC OP	0.45
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 J-2

Total		<u>0.00</u>

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

Exhibit J-2
Turning Point of Central California, Inc.
Whole Person Care Like
July 1, 2023 - June 30, 2024 Budget Narrative

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1000: DIRECT SALARIES & BENEFITS		266,815		
Administrative Positions		12,777		
1101	0	-		
1102	Secretary	10,447	General secretarial and front desk receptionist duties including: Answering the telephone, greeting clients/guests, notifying staff when clients arrive for scheduled appointments, preparing forms to be sent to the administrative office, and performing general office duties. Assumed increase for FY 22-23 & 23-24.	
1103	Program Bookkeeper	2,330	The Program Bookkeeper will be assisting the clients with their client fees for their portion of rent if necessary and keeping track of all the incoming and outgoing of petty cash as needed. Assumed increase for FY 22-23 & 23-24.	
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		173,015		
1116	Case Manager	100,446	The Case Managers provide services which will assist individuals in gaining access to needed medical, social, housing, economic, educational and other services as directed by the Program Director and Supervising PSC. The case manager will carry a caseload assisting in linking those who recently were released from jail for any and all services needed in the community. This position does not provide funding source documentation, nor is providing rehab services, only linkages.	
1117	Supervising Personal Services Coordinator	18,231	Provides supervision to all Case Managers to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assisting in training new staff and reporting to the Program Director. Assumed increase for FY 22-23 & 23-24.	
1118	Peer Support	39,349	Serves as a client advocate and provides information and peer support to clients throughout their recovery process.	
1119	Program Director	14,989	The Program Director currently oversees the program, hiring, training and supervising staff. Assumed increase for FY 22-23 & 23-24. Based on internal salary analysis, this position is in need of a salary increase due to clinical supervision of the program and requirement of BBS licensure.	
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		62,016		
1201	Retirement	6,226	Cost of Agency contribution to employee retirement plans.	
1202	Worker's Compensation	3,268	Cost of workers compensation insurance.	
1203	Health/Dental/Other Insurance	31,770	Agency cost for health, dental, and other insurance	
1204	Other (Accrued Paid Leave)	20,752	The monetary value of staff Paid Leave hours as they accrue on a monthly basis.	
1205	Other (specify)	-		
1206	Other (specify)	-		
Direct Payroll Taxes & Expenses:		19,007		
1301	OASDI	3,009	Employer pays 1.40% of employee's full salary.	

Exhibit J-2

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1302	FICA/MEDICARE	12,969	Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare).	
1303	SUI	3,029	Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid.	
1304	Other (specify)	-		
1305	Other (specify)	-		
1306	Other (specify)	-		

2000: DIRECT CLIENT SUPPORT		9,825		
2001	Child Care	-		
2002	Client Housing Support	-		
2003	Client Transportation & Support	1,000	Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.)	
2004	Clothing, Food, & Hygiene	1,900	Cost of client hygiene supplies and non-work related clothing. Cost of food for a particular client to be consumed while off site of program location. Cost of food and drink to be consumed by the residents/clients at the program location. This includes the food items stored at outpatient facilities that are not purchased for any particular client, may be used for outpatient programs while on site.	
2005	Education Support	1,000	Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class.	
2006	Employment Support	800	Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class.	
2007	Household Items for Clients	-		
2008	Medication Supports	2,000	Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract	
2009	Program Supplies - Medical	275	Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, over-the-counter medication*, etc. *if allowable per contract.	
2010	Utility & Rental Security Deposits	800	Cost of client utility bills and/or security deposits.	
2011	Other (Client Personal Needs)	800	Cost of supplying clients with necessary personal items not detailed in other other accounts.	
2012	Other (O&E Client Needs)	1,000	Cost related to services and supplies used during outreach and engagement events/activities.	
2013	Other (Client Physical Exams)	250	Cost of client admission physical examinations and TB testing.	
2014	Other (Client Activities)	-		
2015	Other (specify)	-		
2016	Other (specify)	-		

3000: DIRECT OPERATING EXPENSES		14,247		
3001	Telecommunications	750	Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.)	
3002	Printing/Postage	150	Cost of custom copying/printing charges (Examples: letterhead, business forms, business cards, flyers, brochures, signs, etc.) and Postage and delivery, including delivery by the USPS, UPS, FEDEX and other courier services	
3003	Office, Household & Program Supplies	650	Cost of items normally used in an office setting. Cost of any items normally used by clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. Cost of items generally used by all at program's location.	
3004	Advertising	-		
3005	Staff Development & Training	500	Cost of employee training courses and materials.	
3006	Staff Mileage	413	Cost of employee mileage reimbursement paid in accordance with FPM section 1005.	
3007	Subscriptions & Memberships	100	Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.)	
3008	Vehicle Maintenance	1,250	Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. Cost in obtaining and renewing licenses and permits.	
3009	Other (Vehicle Insurance/Fuel)	9,200	Cost for vehicle insurance and gas.	
3010	Other (Recruitment)	350	Costs of Live Scans, DMV printouts, ads for recruiting staff and other tests that might happen for the purposes of employment	
3011	Other (Staff Meetings/Employee Relations)	350	Cost relating to improvement of working conditions, employer/employee relations and employee morale. Cost of room rental and supplies necessary for staff meetings.	
3012	Other (Miscellaneous Expense - COVID Supplies)	534	Cost not more appropriately assigned to another account.	

Exhibit J-2

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4000: DIRECT FACILITIES & EQUIPMENT		18,950	
4001	Building Maintenance	750	Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project.
4002	Rent/Lease Building	5,200	Cost of rent/lease payments made for building leases from outside sources.
4003	Rent/Lease Equipment	150	
4004	Rent/Lease Vehicles	9,600	Rental cost of vehicles and lease of agency vehicles.
4005	Security	100	Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, etc.)
4006	Utilities	2,500	Cost of service for power, gas, water, sewer, garbage, etc.
4007	Other (Insurance)	500	Cost of insurance for general liability.
4008	Other (Equipment Maintenance)	150	Cost of rent/lease payments made for furniture and equipment leases from outside sources. (Examples: high capacity copier/printer/scanner, washer/dryer, vending machine, furniture, water cooler, postage meter, etc.)
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		950	
5001	Consultant (Network & Data Management)	-	
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	500	Paid to an outside vendor for translation / interpreter services
5005	Other (HRIS & PR Processing)	300	HRIS costs.
5006	Other (Audit)	150	Cost of outside audit fees.
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		46,664	
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 (Admin, HR, Fiscal, IT, Executive, Regional	46,664	
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		300	
7001	Computer Equipment & Software	100	Cost of computer software and computer support
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	100	Cost of small, inexpensive Agency property with a normal useful life generally less than one year or a value that is minor or insignificant, typically items with a total cost of less than \$2000 per item.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (Expendable Equipment)	100	Cost of purchasing office equipment that has a cost less than \$2000 per item.
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)		

Exhibit J-2

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 357,751

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 357,751

BUDGET CHECK: -

Exhibit J-2
 Turing Point of Central California, Inc.
 Whole Person Care Like
 July 1, 2024 - June 30, 2025

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101			\$ -		\$ -
1102	Secretary	0.25	10,447		10,447
1103	Program Bookkeeper	0.05	2,330		2,330
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.300	\$ 12,777		\$ 12,777
Acct #	Program Position	FTE	Admin	Program	Total
1116	Case Manager	2.00		\$ 100,446	\$ 100,446
1117	Supervising Personal Services Coordinator	0.25		18,231	18,231
1118	Peer Support	1.00		39,349	39,349
1119	Program Director	0.13		14,989	14,989
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		3.38		\$ 173,015	\$ 173,015
			Admin	Program	Total
Direct Personnel Salaries Subtotal		3.68	\$ 12,777	\$ 173,015	\$ 185,792

Exhibit J-2

Direct Employee Benefits				
Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 426	\$ 5,800	\$ 6,226
1202	Worker's Compensation	224	3,044	3,268
1203	Health/Dental/Other Insurance	2,593	29,177	31,770
1204	Other (Accrued Paid Leave)	1,420	19,332	20,752
1205	Other (specify)			-
1206	Other (specify)			-
Direct Employee Benefits Subtotal:		\$ 4,663	\$ 57,353	\$ 62,016
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ 206	\$ 2,803	\$ 3,009
1302	FICA/MEDICARE	887	12,082	12,969
1303	SUI	207	2,822	3,029
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 1,300	\$ 17,707	\$ 19,007
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 18,740	\$ 248,075	\$ 266,815

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	1,000
2004	Clothing, Food, & Hygiene	1,900
2005	Education Support	1,000
2006	Employment Support	800
2007	Household Items for Clients	-
2008	Medication Supports	2,000
2009	Program Supplies - Medical	275
2010	Utility & Rental Security Deposits	800
2011	Other (Client Personal Needs)	800
2012	Other (O&E Client Needs)	1,000
2013	Other (Client Physical Exams)	250
2014	Other (Client Activities)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 9,825

Exhibit J-2

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 750
3002	Printing/Postage	150
3003	Office, Household & Program Supplies	650
3004	Advertising	-
3005	Staff Development & Training	500
3006	Staff Mileage	413
3007	Subscriptions & Memberships	100
3008	Vehicle Maintenance	1,250
3009	Other (Vehicle Insurance/Fuel)	9,200
3010	Other (Recruitment)	350
3011	Other (Staff Meetings/Employee Relations)	350
3012	Other (Miscellaneous Expense - COVID Supplies)	534
DIRECT OPERATING EXPENSES TOTAL:		\$ 14,247

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 750
4002	Rent/Lease Building	5,200
4003	Rent/Lease Equipment	150
4004	Rent/Lease Vehicles	9,600
4005	Security	100
4006	Utilities	2,500
4007	Other (Insurance)	500
4008	Other (Equipment Maintenance)	150
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 18,950

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	500
5005	Other (HRIS & PR Processing)	300
5006	Other (Audit)	150
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 950

Exhibit J-2

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 (Admin, HR, Fiscal, IT, Executive, Regional Supports)	46,664
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 46,664

INDIRECT COST RATE	15.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 100
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	100
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (Expendable Equipment)	100
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 300

TOTAL PROGRAM EXPENSES	\$ 357,751
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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				\$ -

Exhibit J-2

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

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

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (WPCL)	\$ 357,751
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 357,751

TOTAL PROGRAM FUNDING SOURCES:	\$ 357,751
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NET PROGRAM COST:	\$ -
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Exhibit J-2

Turining Point of Central California, Inc.
 Whole Person Care Like
 July 1, 2024 - June 30, 2025

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 Director	22-264/FSC FSP/Fresno	0.88
	WPCL	0.13
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Supervising Personal Services Coordinator	22-264/FSC FSP/Fresno	0.75
	WPCL	0.25
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Secretary	22-264/FSC FSP/Fresno	0.75
	WPCL	0.25
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Bookkeeper	WPCL	0.05
	22-264/FSC FSP/Fresno	0.50
	FSC OP	0.45
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 J-2

Total		<u>0.00</u>

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

Exhibit J-2
Turning Point of Central California, Inc.
Whole Person Care Like
July 1, 2024 - June 30, 2025 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		266,815	
Administrative Positions		12,777	
1101	0	-	
1102	Secretary	10,447	General secretarial and front desk receptionist duties including: Answering the telephone, greeting clients/guests, notifying staff when clients arrive for scheduled appointments, preparing forms to be sent to the administrative office, and performing general office duties. Assumed increase for FY 22-23 & 23-24.
1103	Program Bookkeeper	2,330	The Program Bookkeeper will be assisting the clients with their client fees for their portion of rent if necessary and keeping track of all the incoming and outgoing of petty cash as needed. Assumed increase for FY 22-23 & 23-24.
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		173,015	
1116	Case Manager	100,446	The Case Managers provide services which will assist individuals in gaining access to needed medical, social, housing, economic, educational and other services as directed by the Program Director and Supervising PSC. The case manager will carry a caseload assisting in linking those who recently were released from jail for any and all services needed in the community. This position does not provide funding source documentation, nor is providing rehab services, only linkages.
1117	Supervising Personal Services Coordinator	18,231	Provides supervision to all Case Managers to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assisting in training new staff and reporting to the Program Director. Assumed increase for FY 22-23 & 23-24. Based on internal salary analysis, this position is in need of a salary increase due to clinical supervision of the program and requirement of BBS licensure.
1118	Peer Support	39,349	Serves as a client advocate and provides information and peer support to clients throughout their recovery process.
1119	Program Director	14,989	The Program Director currently oversees the program, hiring, training and supervising staff. Assumed increase for FY 22-23 & 23-24.
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		62,016	
1201	Retirement	6,226	Cost of Agency contribution to employee retirement plans.
1202	Worker's Compensation	3,268	Cost of workers compensation insurance.
1203	Health/Dental/Other Insurance	31,770	Agency cost for health, dental, and other insurance
1204	Other (Accrued Paid Leave)	20,752	The monetary value of staff Paid Leave hours as they accrue on a monthly basis.
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		19,007	
1301	OASDI	3,009	Employer pays 1.40% of employee's full salary.
1302	FICA/MEDICARE	12,969	Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue
1303	SUI	3,029	Employer portion of S.U.I. taxes charged to the Agency by the various states in which
1304	Other (specify)	-	0

Exhibit J-2

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1305	Other (specify)	-	
1306	Other (specify)	-	

2000: DIRECT CLIENT SUPPORT		9,825	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	1,000	Cost for client transportation. (Examples: bus tokens/passes, taxi, other public
2004	Clothing, Food, & Hygiene	1,900	Cost of client hygiene supplies and non-work related clothing. Cost of food for a
2005	Education Support	1,000	Cost of course fees and educational materials distributed to clients and prospective
2006	Employment Support	800	Cost of course fees and educational materials distributed to clients and prospective
2007	Household Items for Clients	0	
2008	Medication Supports	2,000	Cost of medical supplies or treatment/medical expense for a specific client. (Examples:
2009	Program Supplies - Medical	275	Cost of medical supplies to be used by staff or clients at the program location to meet
2010	Utility & Rental Security Deposits	800	Cost of client utility bills and/or security deposits.
2011	Other (Client Personal Needs)	800	Cost of supplying clients with necessary personal items not detailed in other other
2012	Other (O&E Client Needs)	1,000	Cost related to services and supplies used during outreach and engagement
2013	Other (Client Physical Exams)	250	Cost of client admission physical examinations and TB testing.
2014	Other (Client Activities)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		14,247	
3001	Telecommunications	750	Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.)
3002	Printing/Postage	150	Cost of custom copying/printing charges (Examples: letterhead, business forms,
3003	Office, Household & Program Supplies	650	Cost of items normally used in an office setting. Cost of any items normally used by
3004	Advertising	0	
3005	Staff Development & Training	500	Cost of employee training courses and materials.
3006	Staff Mileage	413	Cost of employee mileage reimbursement paid in accordance with FPM section 1005.
3007	Subscriptions & Memberships	100	Cost of membership dues and subscriptions. (Examples: magazine, newspaper,
3008	Vehicle Maintenance	1,250	Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with
3009	Other (Vehicle Insurance/Fuel)	9,200	Cost for vehicle insurance and gas.
3010	Other (Recruitment)	350	Costs of Live Scans, DMV printouts, ads for recruiting staff and other tests that might
3011	Other (Staff Meetings/Employee Relations)	350	Cost relating to improvement of working conditions, employer/employee relations and
3012	Other (Miscellaneous Expense - COVID Supplies)	534	Cost not more appropriately assigned to another account.

4000: DIRECT FACILITIES & EQUIPMENT		18,950	
4001	Building Maintenance	750	Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and
4002	Rent/Lease Building	5,200	Cost of rent/lease payments made for building leases from outside sources.
4003	Rent/Lease Equipment	150	0
4004	Rent/Lease Vehicles	9,600	Rental cost of vehicles and lease of agency vehicles.
4005	Security	100	Cost of installation, maintenance and monthly service fees for building alarms and
4006	Utilities	2,500	Cost of service for power, gas, water, sewer, garbage, etc.
4007	Other (Insurance)	500	Cost of insurance for general liability.
4008	Other (Equipment Maintenance)	150	Cost of rent/leasepayments made for furniture and equipment leases from outside
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		950	
5001	Consultant (Network & Data Management)	-	
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	500	Paid to an outside vendor for translation / interpreter services
5005	Other (HRIS & PR Processing)	300	HRIS costs.
5006	Other (Audit)	150	Cost of outside audit fees.
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		46,664	
6001	Use this line and only this line for approved indirect	-	
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 (Admin, HR, Fiscal, IT, Executive, Regional)	46,664	
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		300	
7001	Computer Equipment & Software	100	Cost of computer software and computer support
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	0	
7003	Furniture & Fixtures	100	Cost of small, inexpensive Agency property with a normal useful life generally less than

Exhibit J-2

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
7004	Leasehold/Tenant/Building Improvements	-	0
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	0
7006	Assets over \$5,000/unit (Specify)	-	0
7007	Other (Expendable Equipment)	100	Cost of purchasing office equipment that has a cost less than \$2000 per item.
7008	Other (specify)	-	

Exhibit J-2

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:	357,751
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	357,751
BUDGET CHECK:	-

0

Exhibit K

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit K

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Article 19 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

Exhibit K

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

Exhibit K

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

Exhibit L

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 at intake and annually thereafter.

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.

Exhibit L

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.

Exhibit M

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

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

Exhibit M



Mental Health Plan (MHP) and Substance Use Disorder (SUD) services Incident Reporting System

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:

Exhibit M

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

LogicManager

Incident Report

Please complete this form

Client Information

Name of Facility*

Select option

Name of Reporting Party*

Enter text

Facility Address*

Enter text

Facility Phone Number*

Enter text

Mental Health or Substance Use Disorder Program?*

Select option

Client First Name*

Enter text

Client Last Name*

Enter text

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

Enter text

Client Date of Birth

mm/dd/yyyy

Client Address

Enter text

Client ID

Enter text

Gender*

Select option

County of Origin*

Select option

Summary

Subject ⓘ

Enter text

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):

Enter text

Description of the incident*

Enter text

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

Exhibit M

Enter text

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

mm/dd/yyyy

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

Date of Incident*

mm/dd/yyyy

Time of Incident*

Enter text

Location of Incident*

Enter text


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

Enter text

Did the Injured Party seek Medical Attention?

Select option

Attach any additional details

 [Add File](#) or Drop File Here

Reported By Name*

Enter text

Reported By Email*

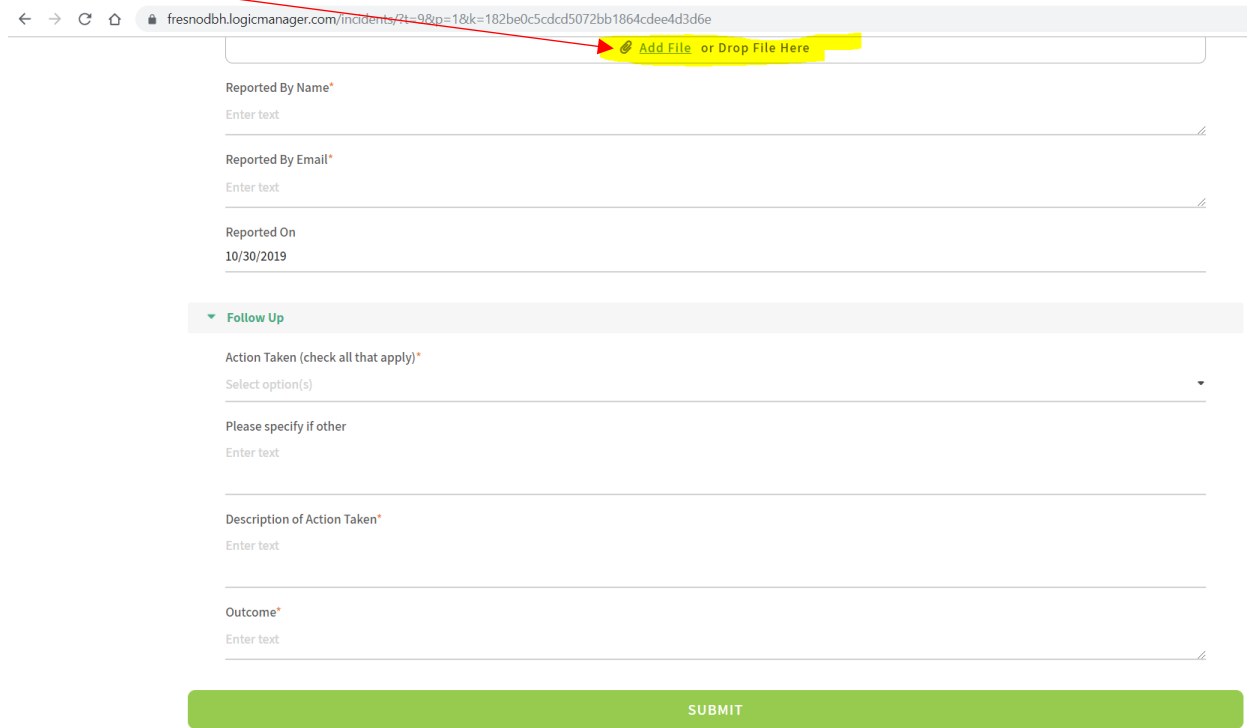
Enter text

Reported On

10/30/2019


Exhibit M

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/incidents/?i=9&n=1&k=182be0c5cdcd5072bb1864cdee4d3d6e`. A red arrow points from the text above to a yellow button labeled "Add File or Drop File Here" in a file upload area. Below this are several text input fields: "Reported By Name*" (with "Enter text" below it), "Reported By Email*" (with "Enter text" below it), and "Reported On" (with "10/30/2019" below it). A section titled "Follow Up" contains a dropdown menu for "Action Taken (check all that apply)*" (with "Select option(s)" below it), a text field for "Please specify if other" (with "Enter text" below it), a text field for "Description of Action Taken*" (with "Enter text" below it), and a text field for "Outcome*" (with "Enter text" below it). At the bottom is a large green "SUBMIT" button.

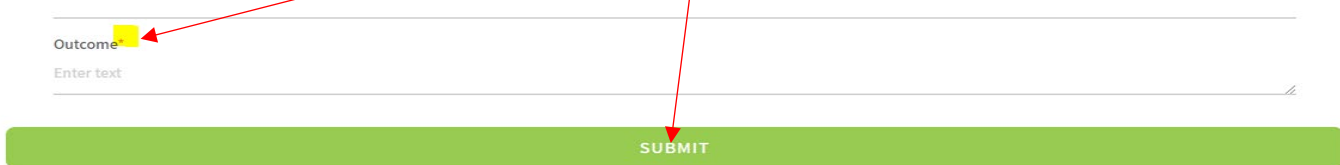
Similar to the paper version, multiple Action Taken categories can be selected.



This screenshot shows the "Action Taken (check all that apply)*" dropdown menu expanded. It displays several selected options as pills: "Law Enforcement Contacted" and "Called 911/EMS". The menu also lists other available options: "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.

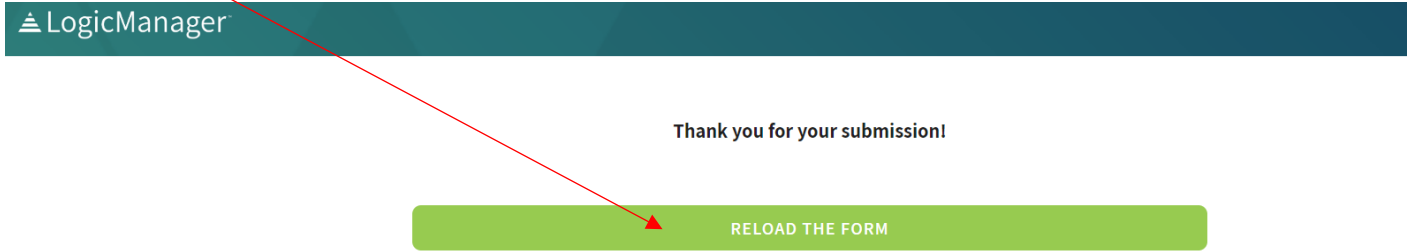
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.



This screenshot shows the "Outcome*" text input field with "Enter text" below it. A red arrow points from the text above to the red asterisk on the label. Below the field is a large green "SUBMIT" button.

Exhibit M

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



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.

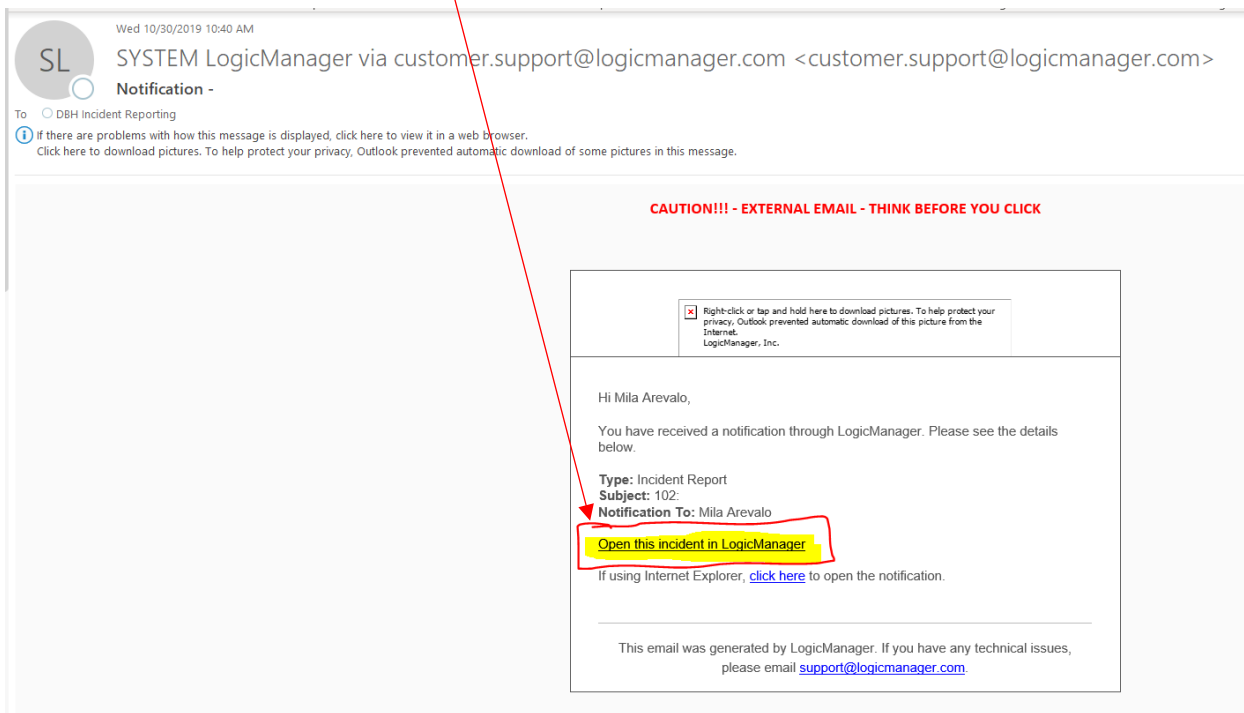
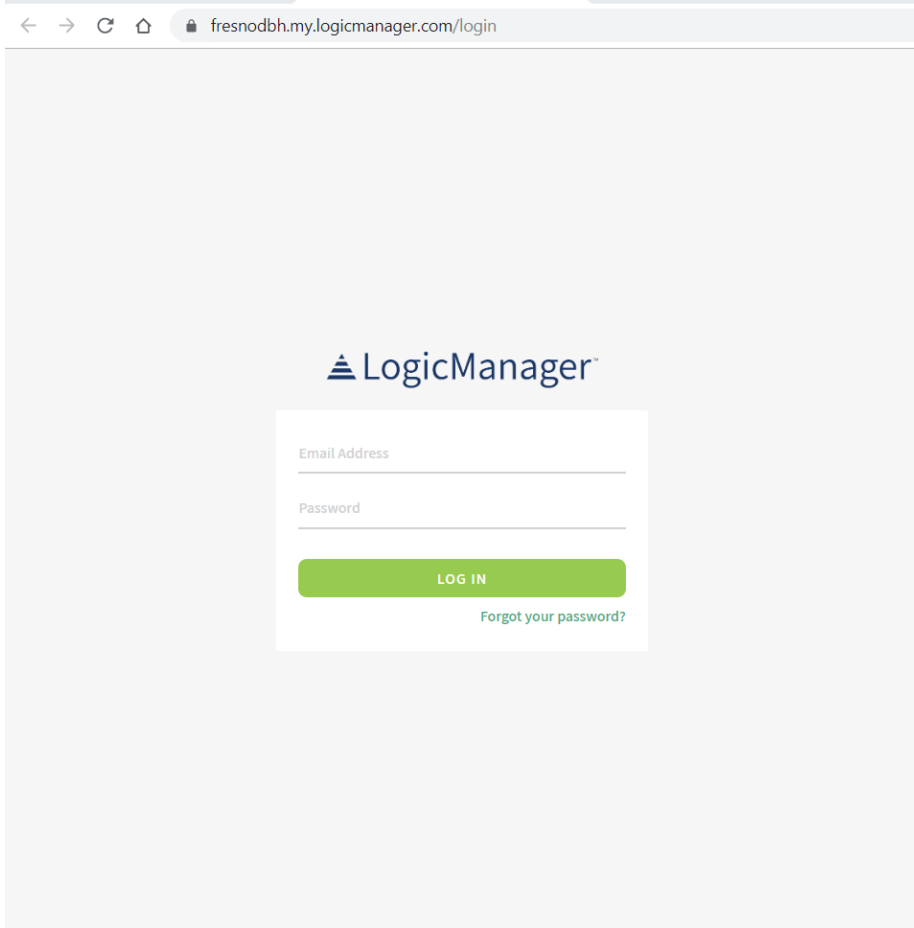


Exhibit M

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



← → ↻ 🏠 🔒 fresnodbh.my.logicmanager.com/login

LogicManager

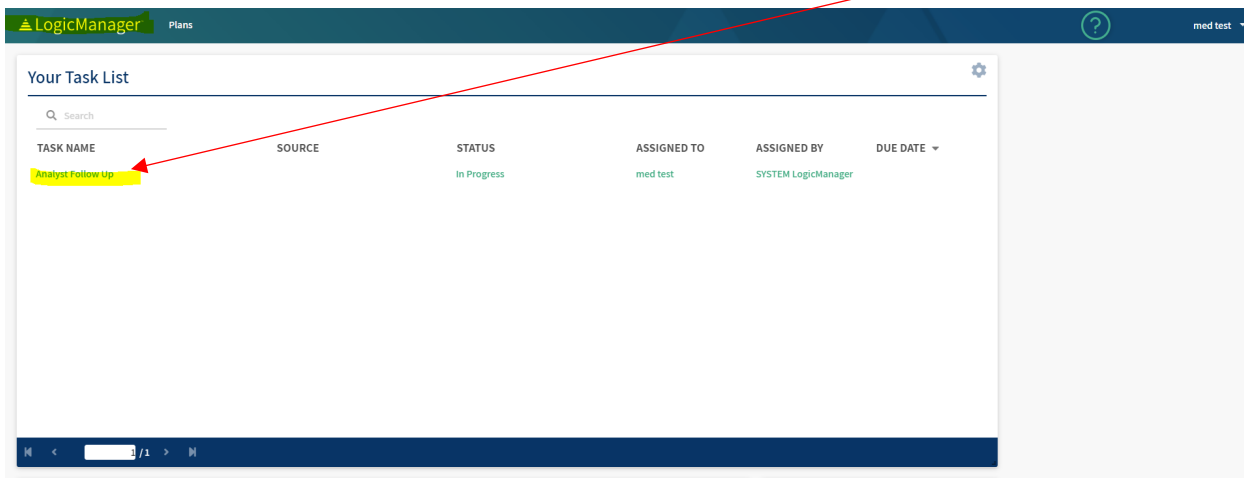
Email Address

Password

LOG IN

[Forgot your password?](#)

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



LogicManager Plans ? med test

Your Task List

🔍 Search

TASK NAME	SOURCE	STATUS	ASSIGNED TO	ASSIGNED BY	DUE DATE
Analyst Follow Up		In Progress	med test	SYSTEM LogicManager	

⏪ < / 1 > ⏩

Exhibit M

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.

Analyst Follow Up

Task Details **Client Information** Summary Follow Up Documents

Name of Facility* AA TEST FACILITY AA

Name of Reporting Party*

Facility Address*

Facility Phone Number*

Mental Health or Substance Use Disorder Program?*

Mental Health

Client First Name*

Client Last Name*

Client Middle Initial

Task ID: 313 Source: 103: null

Navigation: << < 2 > >>

Buttons: CANCEL SAVE SUBMIT

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

Analyst Follow Up

Task Details Client Information **Summary** Follow Up Documents

Subject

Incident (check all that apply)*

Death of Client

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):

Description of the incident*

Date of Incident*

10/30/2019

Time of Incident*

Location of Incident*

Task ID: 313 Source: 103: null

Navigation: << < 3 > >>

Buttons: CANCEL SAVE SUBMIT

Exhibit M

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.

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.

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

Exhibit M

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.

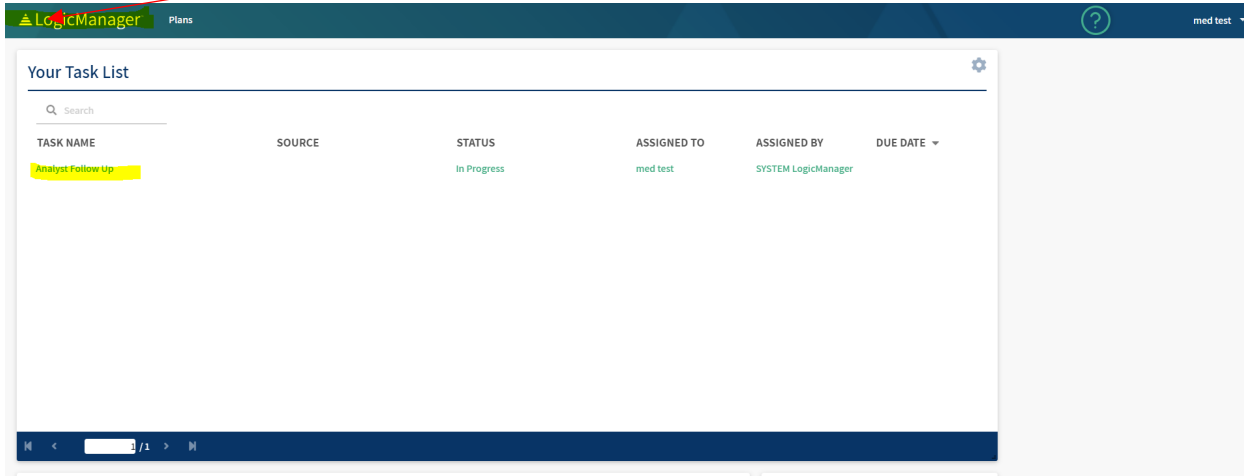


Exhibit N

FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM

CONTRACTOR CODE OF CONDUCT AND ETHICS

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

Fresno County has established this Contractor Code of Conduct and Ethics with which contractor and its employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County. After completion of this training, Contractor, Contractor' 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, persons served, 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.

Exhibit N

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 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.

Exhibit N

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: ___/___/___

Exhibit O

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.

Exhibit O

- 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 P

Data Security

1. Definitions

Capitalized terms used in this Exhibit 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.

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

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit 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 P

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 P

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 P

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 addresses: incidents@fresnocountyca.gov, 559-600-5900, (559) 600-4645, dbhcontractedservices@fresnocountyca.gov, dbhforensicservices@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit 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,

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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. 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

Exhibit P

Contractor and such Authorized Persons, or amending any written agreements to provide same.

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

Exhibit P

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.

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.

Exhibit Q

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 Q

(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 R

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

Exhibit R

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Exhibit R

YES NO

- IV. A. Has there been a change in ownership or control within the last year?
 If yes, give date. _____
- B. Do you anticipate any change of ownership or control within the year?
 If yes, when? _____
- C. Do you anticipate filing for bankruptcy within the year?
 If yes, when? _____

V. Is the facility operated by a management company or leased in whole or part by another organization?
 If yes, give date of change in operations. _____

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks _____

Exhibit S

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;

Exhibit S

- (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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