

AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of September, 2021, by and between the **COUNTY OF FRESNO**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and each provider listed in Exhibit A "Provider List", attached hereto and by this reference incorporated herein and made part of this Agreement, and collectively referred to hereinafter as, "**CONTRACTORS**". Reference in this Agreement to "Party" or "Parties" shall be understood to refer to COUNTY and each individual CONTRACTOR, unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of a qualified agency, or agencies, to operate a Mental Health Services Act (MHSA) Innovation-funded school-based trauma response program, which will respond to children and families immediately after a traumatic or stressful life event to provide early support, including, but not limited to, screening and assessing children for early indicators of mental health symptoms, empowerment of families with the tools they need to cope and recover, and connect children and families to any additional necessary resources, while reducing stigma and discrimination against mental illness; and

WHEREAS, 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

WHEREAS, CONTRACTORS are qualified, have the staffing, facilities, support services, and are willing to provide said mental health services at school, home, and/or community locations throughout Fresno County, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. SERVICES

A. CONTRACTORS shall perform all services and fulfill all responsibilities as set forth in Exhibit B, "Scope of Work," and B-2, "Handle with Care Plus Flow Chart," which are attached hereto and incorporated herein by reference and made part of this Agreement.

B. CONTRACTORS shall also perform all services and fulfill all responsibilities as specified in the MHSA Innovation Plan approved by the Board on July 7, 2020 and submitted to the

1 Mental Health Services Oversight and Accountability Commission's (MHSOAC), which is incorporated
2 herein by reference and, to the extent this Agreement differs from the MHSA Innovation Plan, is revised
3 by this Agreement.

4 C. CONTRACTORS shall align programs, services, and practices with the vision,
5 mission, and guiding principles of the County of Fresno, Department of Behavioral Health, as further
6 described in Exhibit D, "Fresno County Department of Behavioral Health Guiding Principles of Care
7 Delivery", attached hereto and by this reference incorporated herein and made part of this Agreement.

8 D. CONTRACTORS shall send to DBH, upon execution of this Agreement, a detailed
9 plan ensuring appropriate leadership and supervision of their portion of the program described in this
10 Agreement. Recruitment and retention of leadership to oversee services and program design presented
11 herein shall be included in this plan. A description and monitoring of this plan shall be provided to DBH.

12 E. It is the expectation of the COUNTY that CONTRACTORS provide timely access to
13 services. COUNTY requires that CONTRACTORS monitor and track the timeliness of services to clients
14 from actual service request to actual first service session. CONTRACTORS shall also provide tracking
15 tools and measurements for effectiveness, efficiency, and client satisfaction indicators as required by
16 Commission on Accreditation of Rehabilitation Facilities (CARF) standards and as further detailed in
17 Exhibit B-1, DBH's Policy and Procedure Guide (PPG) 1.2.7 Performance Outcomes Measures,
18 attached hereto and incorporated in this Agreement by reference.

19 F. It is acknowledged by all Parties hereto that DBH's Contracts Division unit shall
20 monitor this program operated by CONTRACTORS, in accordance with Section Fourteen (14) of this
21 Agreement.

22 G. CONTRACTORS shall participate in monthly, or as needed, workgroup meetings
23 consisting of staff from DBH to discuss service requirements, data reporting, training, policies and
24 procedures, overall program operations and any problems or foreseeable problems that may arise.
25 CONTRACTORS shall also participate in other COUNTY meetings, such as but not limited to QI
26 meetings, provider meetings, Behavioral Health Board meetings, etc.

27 H. It is acknowledged by all Parties hereto that there will be up to a 30 day ramp up
28 period following the full execution of this contract to allow for staff hires, staff trainings, and other

1 program-related factors. The dates of the ramp up period may be adjusted with the written approval of
2 the Parties.

3 I. It is acknowledged by all Parties hereto that CONTRACTORS's service sites
4 shall be as identified in Exhibit B. Any change/addition/deletion to CONTRACTORS(S) location of the
5 service sites may be made only upon 30 (thirty) days advance written notification to DBH's Director and
6 upon written agreement of the Parties.

7 J. It is mutually agreed by Parties to this Agreement, that the program funded under
8 this Agreement shall be identified as Handle with Care Plus. All print of media materials, including
9 program branding and program preferences shall be reviewed and approved in partnership between
10 CONTRACTORS and DBH. The program funded under this Agreement shall be identified as a joint
11 program of CONTRACTORS and DBH.

12 **2. TERM**

13 The term of this Agreement shall become effective upon execution and shall terminate
14 on the 30th day of June 2024. There are no options to extend this Agreement as these are the terms
15 funded by the MHSA Innovations Plan via the MHSOAC.

16 **3. TERMINATION**

17 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be
18 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
19 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
20 terminated at any time by giving CONTRACTORS thirty (30) days advance written notice.

21 B. Breach of Contract – A Party may terminate this Agreement only upon the other
22 Party's material breach of one or more provisions of this Agreement; after the non-breaching Party has
23 (Parties have) given the breaching Party thirty (30) days advance written notice of the termination; and,
24 an opportunity has been provided within 30 days of the date on which the non-breaching Party(ies)
25 received the breaching Party's notice, to cure the material breach and to notify the other Party(ies) in
26 writing when such cure has been completed. If the breaching Party has not cured the material breach
27 upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement
28 shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without

any further notice or action by any Party.

C. Rights and Obligations Upon Termination – Upon termination of this Agreement, COUNTY shall pay CONTRACTOR(S) for all invoices and services that CONTRACTOR(S) performs before the effective date of termination of this Agreement. Such payment to be made within forty-five (45) days of the effective date of termination of this Agreement and COUNTY's receipt of CONTRACTOR'S(S') invoice. The provisions of this Subsection shall survive the termination of this Agreement.

D. Force Majeure – A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as epidemics or pandemics (nationally, statewide, or locally declared), tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse COUNTY's payment to CONTRACTOR(S) of any portion of compensation that is due to CONTRACTOR(S).

E. Without Cause - Under circumstances other than those set forth in A-D of this Section, this Agreement may be terminated without cause by CONTRACTORS or COUNTY or DBH's Director, or designee, upon the giving of thirty (30) days' advance written notice.

4. COMPENSATION

COUNTY agrees to pay CONTRACTORS and CONTRACTORS agrees to receive compensation in accordance with the Budgets set forth in Exhibits C-1 and C-2, attached hereto and by this reference incorporated herein and made part of this Agreement. FCSS's "Service Rate Sheet" off of which FCSS's budget is based, in part, is attached hereto and incorporated by this reference into this Agreement at Exhibit C-3.

A. Maximum Contract Amount

The maximum amount payable to CONTRACTORS for the period upon execution of this Agreement through June 30, 2022 shall not exceed three hundred forty one thousand, five hundred thirty nine and No/100 Dollars (\$341,539.00).

1 The maximum amount payable to CONTRACTORS for the period of July 1, 2022
2 through June 30, 2023 shall not exceed three hundred fifty seven thousand, two hundred eighty nine
3 and No/100 Dollars (\$357,289.00).

4 The maximum amount payable to CONTRACTORS for the period of July 1, 2024
5 through June 30, 2024 shall not exceed three hundred sixty two thousand, six hundred thirty two and
6 No/100 Dollars (\$362,632.00).

7 In no event shall the maximum contract amount, for the full contract term upon execution
8 of this Agreement through June 30, 2024, for all the services provided by the CONTRACTORS to
9 COUNTY under the terms and conditions of this Agreement be in excess of one million, sixty one
10 thousand, four hundred sixty and No/100 Dollars (\$1,061,460.00) during the total term of this
11 Agreement.

12 B. It is understood by COUNTY and CONTRACTORS that if there is the capability of
13 Medi-Cal revenue being generated due to services provided from the program, any Medi-Cal revenue
14 and/or client fee reimbursement will be used to directly offset the COUNTY's contribution of MHSA
15 Innovation Plan funds identified in Exhibits C-1 and C-2. The offset of funds will be clearly identified in
16 monthly invoices received from CONTRACTORS as further described in Section Five (5) of this
17 Agreement.

18 C. Travel shall be reimbursed based on actual expenditures and mileage
19 reimbursement shall be at CONTRACTORS's adopted rate per mile, not to exceed the Federal Internal
20 Revenue Services (IRS) published rate.

21 D. It is understood that all expenses incidental to CONTRACTORS's performance of
22 services under this Agreement shall be borne by CONTRACTORS.

23 E. Payments shall be made by COUNTY to CONTRACTORS in arrears for services
24 provided during the preceding month, within forty-five (45) days after the date of receipt and approval by
25 COUNTY of the monthly invoicing as described in Section Five (5) of this Agreement. Payments shall be
26 made after receipt and verification of actual expenditures incurred by CONTRACTORS for monthly
27 program costs, as identified in Exhibits C-1 and C-2, in the performance of this Agreement and shall be
28 documented to COUNTY on a monthly basis by the tenth (10th) of the month following the month of said

1 expenditures.

2 F. All final invoices and/or any final budget modification requests shall be submitted by
3 CONTRACTORS within sixty (60) days of June 30, 2024. COUNTY shall not be obligated to make any
4 payments under this Agreement if the request is received by COUNTY more than sixty (60) days after
5 June 30, 2024. Any compensation which is not expended by CONTRACTORS pursuant to the terms and
6 conditions of this Agreement shall automatically revert to COUNTY.

7 G. The services provided by CONTRACTORS under this Agreement are funded in
8 whole or in part by the State of California. In the event that funding for these services is delayed by the
9 State Controller, COUNTY may defer payments to CONTRACTORS. The amount of the deferred
10 payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The
11 period of time of the deferral by COUNTY shall not exceed forty-five (45) days from the date funds are
12 received by COUNTY from the State.

13 H. A CONTRACTOR shall be held financially liable for any and all future
14 disallowances/audit exceptions due to that CONTRACTOR's deficiency discovered through the State audit
15 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the
16 disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be
17 withheld from subsequent payments to that CONTRACTOR. CONTRACTORS shall not receive
18 reimbursement for any units of service rendered that are disallowed or denied by the Fresno County
19 Mental Health Plan (Mental Health Plan) utilization review process or through the State Department of
20 Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients.
21 Notwithstanding the above, COUNTY must notify CONTRACTORS prior to any State audit process and/or
22 COUNTY utilization review. To the extent allowable by law, CONTRACTORS shall have the right to be
23 present during each phase of any State audit process and/or COUNTY utilization review and shall be
24 provided all documentation related to each phase of any State audit process and/or COUNTY utilization
25 review. Additionally, prior to any disallowances/audit exceptions becoming final, the relevant
26 CONTRACTOR shall be given at least ten (10) business days to respond to such proposed
27 disallowances/audit exceptions.

28 I. Settlements with State Department of Health Care Services (DHCS)

COUNTY and CONTRACTORS agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings related to the reimbursement provided under this Agreement. CONTRACTORS will participate in the several phases of settlements between COUNTY/CONTRACTORS and State DHCS. The phases of initial cost reporting for settlement according to State reconciliation of records for paid Medi-Cal services and audit settlement are: State DHCS audit 1) initial cost reporting - after an internal review by COUNTY, the COUNTY files the cost report with State DHCS on behalf of the CONTRACTORS' legal entity for the fiscal year; 2) Settlement –State reconciliation of records for paid Medi-Cal services, approximately 18 to 36 months following the State close of the fiscal year, State DHCS will send notice for any settlement under this provision to the COUNTY; 3) Audit Settlement-State DHCS audit. After final reconciliation and settlement, DHCS may conduct a review of medical records, cost report along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow costs and/or units of services reported on the CONTRACTORS' legal entity cost report. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with CONTRACTORS until resolution of the appeal. State DHCS Audits will follow Federal Medicaid procedures for managing overpayments. If at the end of the Audit Settlement, the COUNTY determines that it overpaid the CONTRACTORS, it will require the CONTRACTORS to repay the Medi-Cal related overpayment back to the COUNTY.

5. INVOICING

A. CONTRACTORS shall invoice COUNTY in arrears by the tenth (10th) day of each month for actual expenses incurred during the prior month electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned DBH Staff Analyst. After CONTRACTORS render service to referred clients, CONTRACTOR will invoice COUNTY for payment, certify the expenditures, and submit electronic claiming data into COUNTY's electronic information system for all clients, including those eligible for Medi-Cal as well as those that are not eligible to Medi-Cal, including contracted cost per unit and actual cost per unit. COUNTY must pay CONTRACTORS before submitting a claim to DHCS for Federal Reimbursement for Medi-Cal eligible clients.

1 B. At the discretion of DBH 's Director or designee, if an invoice is incorrect or is
2 otherwise not in proper form or substance as provided for in Section Five (5) of this Agreement, DBH 's
3 Director or designee, shall have the right to withhold payment as to only that portion of the invoice that is
4 incorrect or improper after five (5) days prior notice to CONTRACTORS. CONTRACTORS agrees to
5 continue to provide services for a period of ninety (90) days after notification of an incorrect or improper
6 invoice. If after the ninety (90) day period, the invoice is still not corrected to DBH's satisfaction, DBH 's
7 Director or designee, may elect to terminate this Agreement, pursuant to the termination provisions stated
8 in Section Three (3) of this Agreement. In addition, for invoices received sixty (60) days after the expiration
9 of each term of this Agreement or termination of this Agreement, at the discretion of DBH's Director or
10 designee, DBH shall have the right to deny payment of any additional invoices received.

11 C. If DBH does not provide notice of incorrect or otherwise improper invoices and
12 causes delay in the reimbursement process, CONTRACTORS will follow the escalation process through
13 the DBH Business Office's Invoice Review Team, up to the Business Manager, and including the DBH
14 Director and/or designee for the timely reimbursement of payment to CONTRACTORS.

15 D. CONTRACTORS shall submit to the COUNTY by the tenth (10th) of each month, an
16 invoice and a detailed general ledger (GL), itemizing costs incurred in the previous month. Unallowable
17 costs such as lobbying or political donations must be deducted from the monthly invoice reimbursements.
18 The invoices and general ledgers will serve as tracking tools to determine if CONTRACTORS's program
19 costs are in accordance with its budgeted cost. Failure to submit reports and other supporting
20 documentation will result in an incomplete invoice submission and shall be deemed sufficient cause for
21 COUNTY to withhold payments until there is compliance, as further described in Section Five (5) herein.
22 Invoices shall be provided in the format requested by DBH. If there are changes to the invoicing
23 requirements or processes, DBH will informed CONTRACTORS of changes at least thirty (30) days in
24 advance of when the invoice is due.

25 E. CONTRACTORS will remit annually within ninety (90) days from June 30, a
26 schedule to provide the required information on published charges for all authorized direct specialty mental
27 health services. The published charge listing will serve as a source document to determine the
28 CONTRACTORS' usual and customary charge prevalent in the public mental health sector that is used to

1 bill the general public, insurers or other non-Medi-Cal third party payers during the course of business
2 operations.

3 F. CONTRACTORS must maintain financial records for a period of ten (10) years or
4 until any dispute, audit or inspection is resolved, whichever is later. CONTRACTORS will be responsible
5 for any disallowances related to inadequate documentation.

6 G. If CONTRACTORS chooses to utilize the COUNTY's electronic health record
7 system (currently AVATAR, the preferred EHR system by DBH) method as their own full electronic health
8 records system, DBH shall invoice CONTRACTORS in arrears by the fifth (5th) day of each month for the
9 prior month's hosting fee for access to the COUNTY's electronic information system in accordance with the
10 fee schedule as set forth in Exhibit E, "Electronic Health Records Software Charges" attached hereto and
11 incorporated herein by this reference and made part of this Agreement. COUNTY shall invoice
12 CONTRACTORS annually for the annual maintenance and licensing fee for access to the COUNTY's
13 electronic information system in accordance with the fee schedule as set forth in Exhibit E. COUNTY shall
14 invoice CONTRACTORS annually for the Reaching Recovery fee, as applicable, for access to the
15 COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit E.
16 CONTRACTORS shall provide payment for these expenditures to COUNTY's Fresno County Department
17 of Behavioral Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712, Attention: Business
18 Office, within forty-five (45) days after the date of receipt by CONTRACTORS of the invoicing provided by
19 COUNTY. COUNTY agrees that any charges for this EHR may be added to CONTRACTORS budgets at
20 Exhibits C-1 and C-2 as a cost related to running the program provided for in this agreement. COUNTY
21 further agrees not to double-charge FCSS for any fees already paid for the EHR system in place under the
22 June 5, 2018 All 4 Youth Partnership Agreement (Agreement Number 18-208.)

23 H. It is further understood that CONTRACTORS providing Medi-Cal services and
24 activities, as part of this Innovation Project, will track and report such services and revenue according to
25 regulations of the Mental Health Plan although CONTRACTORS providing Medi-Cal services and activities
26 are not held to any Federal and State reimbursement and/or revenue goals, as such, none are proposed in
27 this Agreement. For Federal and State reimbursement claiming for provided Medi-Cal services and
28 activities, CONTRACTORS will use already established rates of service (or cost per unit) within

1 CONTRACTORS' currently approved Organization Provider status with the Mental Health Plan.

2 **6. DISPUTE RESOLUTION**

3 The Parties shall meet and confer in good faith to resolve any dispute between them
4 arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a
5 Party seeks indemnity pursuant to Section Seven (7) of this Agreement and any dispute relating to this
6 Agreement that arises related to, or occurs after, the termination of this Agreement. During a dispute
7 regarding payment under this Agreement, COUNTY shall pay CONTRACTOR(S) the portion of the
8 compensation that is undisputed and due to CONTRACTOR(S); if a disputed portion of the
9 compensation is determined in a Final Determination to be due to CONTRACTOR(S), COUNTY shall
10 pay such amount to CONTRACTOR(S) within forty-five (45) days of the date of the Final Determination,
11 unless a different date is stated in the Final Determination or in an agreement executed by the Parties,
12 in which case, COUNTY shall pay CONTRACTOR(S) in accordance therewith. Except for an action to
13 preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of
14 action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until
15 after the Party has complied with the provisions of this Section. The provisions of this Section shall
16 survive the termination of this Agreement.

17 **7. INDEMNITY**

18 Each Party's indemnity, defense, and hold harmless obligations to the other Party under
19 or related to this Agreement shall be governed solely by this Article. A Party ("Indemnitor") shall: (A)
20 indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California
21 laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability
22 based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and
23 litigation costs related to any Claim or Loss without any right against or from the Indemnitee for
24 indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to
25 seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other
26 Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that
27 may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all
28 entities and persons involved, and the amount being claimed. A Party's obligations under this Article

are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "Claim" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "Loss" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "Third Party" means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of COUNTY; (C) an officer, employee, or agent of either CONTRACTOR; or, (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "Final Determination" means any judgment, order, or decision, each a "Determination," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

8. **INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER**

Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger or through subcontract, without the other Parties' prior written consent.

Because of their status as independent contractors, the Parties shall have absolutely no right to employment rights and benefits available to other Parties' employees. Each Party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, the Parties shall be solely responsible and save each other harmless from all matters relating to payment of each Party's own employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, the

Parties may be providing services to others unrelated to each other and/or to this Agreement.

9. **MODIFICATION**

Any matters of this Agreement may be modified from time to time by the written consent of all the Parties without, in any way, affecting the remainder.

Notwithstanding the above, minor changes to services, staffing, and responsibilities of CONTRACTORS, as needed, to accommodate changes in the laws relating to mental health treatment, as set forth in Exhibits B and B-2 may be made with the signed written approval of DBH's Director or designee and CONTRACTORS through an amendment approved by COUNTY's County Counsel and the COUNTY's Auditor-Controller/Treasurer-Tax Collector's Office.

In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment, Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, as set forth in Exhibits C-1 and C-2 that do not exceed ten percent (10%) of the maximum compensation payable to the CONTRACTORS, may be made with the written approval of DBH's Director, or designee, and CONTRACTORS. Modifications shall not result in any change to the maximum compensation amounts payable to CONTRACTORS, as stated in this Agreement.

10. **INSURANCE**

Each Party, at its sole expense and throughout the term of this Agreement, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Parties upon another Party's request as follows:

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 shall be issued on a per occurrence basis.

B. **Automobile Liability**

Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Coverage must include any auto used in connection with this Agreement.

C. **Real and Property Insurance**

1 CONTRACTORS shall maintain a policy of insurance for all risk personal
2 property coverage which shall be endorsed naming the County of Fresno as an
3 additional loss payee. The personal property coverage shall be in an amount that
4 will cover the total of COUNTY purchase and owned property, at a minimum, as
5 discussed in Section Twenty Four (24) of this Agreement.

6 All Risk Property Insurance

7 As applicable, CONTRACTORS will provide property coverage for the full
8 replacement value of the COUNTY'S personal property in possession of
9 CONTRACTORS and/or used in the execution of this Agreement. COUNTY will
10 be identified on an appropriate certificate of insurance as the certificate holder
11 and will be named as an Additional Loss Payee on the Property Insurance Policy.

12 D. Professional Liability

13 If Parties employ licensed professional staff (e.g. Ph.D., R.N., L.C.S.W., M.F.T.)
14 in providing services, Professional Liability Insurance with limits of not less than
15 One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars
16 (\$3,000,000) annual aggregate. Parties agree that each shall maintain, at its
17 sole expense, in full force and effect for a period of three (3) years following the
18 termination of this Agreement, one or more policies of professional liability
19 insurance with limits of coverage as specified herein.

20 E. Worker's Compensation

21 A policy of Worker's Compensation Insurance as may be required by the
22 California Labor Code.

23 Each Party waives its right to recover from the other Party, its Board, officers,
24 agents, and employees, any amounts paid by the policy of worker's compensation
25 insurance required by this Agreement. Each Party is solely responsible to obtain
26 any endorsement to such policy that may be necessary to accomplish such waiver
27 of subrogation, but the Party's waiver of subrogation under this Subsection is
28 effective whether or not the Party obtains such an endorsement.

F. Child Abuse/Molestation and Social Services Coverage

Either separate policies or an umbrella policy with endorsements covering
Molestation and Social Services Liability coverage or have a specific
endorsement on their General Commercial liability policy covering Molestation
and Social Services Liability. The policy limits for these policies shall be One
Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars
(\$2,000,000) annual aggregate. The policies are to be on a per occurrence
basis.

G. Cyber Liability

Cyber Liability Insurance, with limits not less than Two Million Dollars
(\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000)
aggregate. Coverage shall be sufficiently broad to respond to duties and

obligations undertaken by CONTRACTORS in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

H. Additional Requirements Relating to Insurance

Endorsements to the Commercial General Liability insurance naming the other Party, its boards, officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the other Party, its boards, officers, agents, and employees shall be excess only and not contributing with insurance provided under the policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to the other Party.

Should the law pertaining to this Agreement or any Party to this Agreement change during the term of this Agreement in a way that would affect the insurance amounts or types described in Section Ten (10) of this Agreement, the affected Party or Parties agrees/agree to obtain said legally required change in insurance amounts or type within the timeframe required by the change in law. Within thirty (30) days of obtaining this insurance, proof of coverage shall be provided to the other Parties.

Within thirty (30) days from the date of the Full Execution of this Agreement, the Parties shall provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Mental Health Contracted Services Division or electronically to dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned DBH Staff Analyst and to the CONTRACTORS' agents listed in Exhibit A, stating that such insurance coverages have been obtained and are in full force.

In the event that any Party fails to keep in effect at all times insurance coverage as herein provided, any Party may, in addition to other remedies it may have, suspend or terminate with cause in accordance with Section Three (3), Subsection (B), above.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better or equivalent self insurance.

1 **11. LICENSES/CERTIFICATES**

2 Throughout each term of this Agreement, CONTRACTORS and CONTRACTORS' staff
3 shall maintain all necessary licenses, permits, approvals, certificates, waivers, and exemptions necessary
4 for the provision of the services provided for in this Agreement and required by the laws and regulations of
5 the United States of America, State of California, the County of Fresno, and any other applicable
6 governmental agencies. Each CONTRACTOR shall notify COUNTY immediately in writing of its inability
7 to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of
8 the pendency of any appeal related thereto. Additionally, CONTRACTORS and CONTRACTORS' staff
9 shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed
10 regarding all necessary licenses, permits, approvals, certificates, waivers, and exemptions.

11 **12. RECORDS**

12 CONTRACTORS shall maintain records in accordance with Exhibit F, "Documentation
13 Standards for Client Records", attached hereto and by this reference incorporated herein and made
14 part of this Agreement. COUNTY shall be allowed to review records of services provided, including the
15 goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and
16 objectives. All records shall be maintained for a minimum of 10 years from the date of the end of this
17 Agreement.

18 **13. REPORTS**

19 A. Outcome Reports

20 CONTRACTORS shall submit to DBH service outcome reports as described in
21 Exhibit B-1. The Parties agree to complete any additional outcome reports required by the State of
22 California during the term of this Agreement. Any additional outcome reporting shall be agreed upon in
23 partnership with all Parties.

24 B. Staffing Reports

25 CONTRACTORS shall submit monthly staffing reports. These reports shall identify
26 all staff related to this agreement only, ethnicity and language detail of this staff, and actual hours (FTE)
27 worked by this staff. This report shall also include, if applicable, any relevant staff licensure and the dates
28 of validity of that relevant licensure. Monthly staffing reports shall be submitted by the tenth (10th) of each

1 month for the prior month's staff to dbhcontractedservicesdivision@fresnocounty.gov with a copy to the
2 assigned DBH Staff Analyst.

3 B. MHSA Innovation Reporting

4 It is understood that COUNTY and CONTRACTORS are responsible for providing
5 reports and contributing to the evaluation of this pilot project to the MHSAOAC as outlined in the approved
6 MHSA Innovation Plan submitted and approved by COUNTY's Board of Supervisors on July 7, 2020,
7 which is incorporated herein by reference. Outcomes data and report requirements may be changed in
8 consultation and agreement with all Parties.

9 C. Additional Reports

10 In addition, CONTRACTORS shall submit to DBH by the tenth (10th) of each
11 month all monthly activity and budget reports for the preceding month. CONTRACTORS shall also
12 furnish to COUNTY such statements, records, reports, data, and other information as DBH may request
13 pertaining to matters covered by this Agreement as required by MHSAOAC. In the event that
14 CONTRACTORS fails to provide such reports or other information required hereunder, it shall be
15 deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In
16 addition, CONTRACTORS shall provide written notification and explanation to COUNTY within five (5)
17 days of any funds received from another source to conduct the same services covered by this
18 Agreement.

19 D. Cost Report

20 CONTRACTORS agree to submit a complete and accurate detailed cost report to the
21 DBH on an annual basis for each fiscal year ending June 30 in the format prescribed by the State
22 DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. The
23 cost report will be the source document for several phases of settlement with the State DHCS for the
24 purposes of Short Doyle Medi-Cal reimbursement. CONTRACTORS shall report costs under their
25 approved legal entity number established during the Medi-Cal certification process. The information
26 provided applies to CONTRACTORS for program related costs for services rendered to Medi-Cal and
27 non Medi-Cal clients. The CONTRACTORS will remit a schedule to provide the required information on
28 published charges for all authorized services. The report will serve as a source document to determine

1 each CONTRACTOR's usual and customary charge prevalent in the public mental health sector that is
2 used to bill the general public, insurers, or other non-Medi-Cal third party payors during the course of
3 business operations. CONTRACTORS must report all collections for Medi-Cal/Medicare services and
4 collections. The CONTRACTORS shall also submit with the cost report a copy of each
5 CONTRACTOR's general ledger that supports revenues and expenditures and reconciled detailed
6 report of reported total units of services rendered under this Agreement to the units of services reported
7 by CONTRACTORS to COUNTY'S electronic information system.

8 Each fiscal year ending June 30, CONTRACTOR shall remit a hard copy of their annual
9 cost report with a signed cover letter and requested support documents to County of Fresno, Attention:
10 DBH Cost Report Team, PO Box 45003, Fresno CA 93718. In addition, CONTRACTOR shall remit an
11 electronic copy or any inquiries to DBHcostreportteam@co.fresno.ca.us. COUNTY shall provide
12 instructions for the cost report, cost report training, State DHCS cost report template worksheets, and
13 deadlines to submit the cost reports as determined by the State each fiscal year.

14 All cost reports must be prepared in accordance with General Accepted Accounting
15 Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and 5718(c).
16 Unallowable costs such as lobbying or political donations must be deducted on the cost report and
17 monthly invoice reimbursements.

18 If the CONTRACTOR does not submit the cost report by the deadline, including any
19 extension period granted by the COUNTY, the COUNTY may withhold payments of pending invoicing
20 under compensation until the cost report has been submitted and clears COUNTY desk audit for
21 completeness.

22 **14. MONITORING**

23 CONTRACTORS agree to extend to COUNTY's staff and DBH's Director or designee, and
24 the State DHCS or its designee, the right to review and monitor records, services, or procedures, at any
25 time, in regard to those served under this Agreement, as well as the overall operation of CONTRACTORS
26 performance related to this Agreement so long as such review is permitted by law. Any review must be in
27 accordance with the partnership duties of DBH under this Agreement.

28 ///

1 **15. COMPLIANCE WITH APPLICABLE LAW AND GRANT**

2 Each Party shall comply with all laws and related regulations applicable to its
3 performance of this Agreement, and all laws and related regulations for which it agrees to comply under
4 this Agreement (collectively and separately referred to as "Applicable Law" and shall include any
5 amendment thereto and laws and related regulations that are effective as of the Effective Date or that
6 become effective during the Agreement Term). Each Applicable Law is deemed inserted herein;
7 however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in
8 an Applicable Law, the provision in this Agreement shall govern except where the provision in this
9 Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the
10 Applicable Law shall govern to the extent provided in the Applicable Law. Each Party shall comply with
11 the terms and conditions of each grant (if any) that provides funding for this Agreement and all
12 applicable laws, regulations, and requirements.

13 **16. COMPLIANCE WITH FRESNO COUNTY MENTAL HEALTH PLAN COMPLIANCE**
14 **PROGRAM CODE OF CONDUCT AND ETHICS**

15 CONTRACTORS agree to comply with the COUNTY's Contractor Code of Conduct and
16 Ethics and the COUNTY's Compliance Program in accordance with Exhibit G attached hereto and
17 incorporated herein by reference and made part of this Agreement. Within thirty (30) days of entering
18 into this Agreement with the COUNTY, CONTRACTORS shall have all of CONTRACTOR's employees
19 providing services under this Agreement certify in writing, that he or she has received, read,
20 understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTORS shall
21 ensure that within thirty (30) days of hire, all new employees providing services under this Agreement
22 shall certify in writing that he or she has received, read, understood, and shall abide by the Contractor
23 Code of Conduct and Ethics. CONTRACTORS understand that the promotion of and adherence to the
24 Code of Conduct is an element in evaluating the performance of CONTRACTORS and their
25 employees. Within thirty (30) days of entering into this Agreement, and annually thereafter, all
26 employees providing services under this Agreement shall complete general compliance training and
27 appropriate employees complete documentation and billing or billing/reimbursement training. All new
28 employees shall attend the appropriate training within thirty (30) days of hire. Each individual who is

required to attend training shall certify in writing that he or she has received the required training. The certification shall specify the type of training received and the date received. The certification shall be provided to the COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California 93703. Each CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of that CONTRACTOR's violation of the terms of this Section of the Agreement.

17. COMPLIANCE WITH STATE MENTAL HEALTH REQUIREMENTS AND INCIDENT REPORTING

CONTRACTORS recognize that COUNTY operates its mental health programs under an agreement with the State of California Department Health Care Services, and that under said agreement the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTORS shall adhere to all State requirements, including those identified in Exhibit H, "State Mental Health Requirements", attached hereto and by this reference incorporated herein and made part of this Agreement.

CONTRACTORS shall also file an incident report for all incidents involving consumers, following the Protocol for Completion of Incident Report as described in Exhibit I, attached hereto and by this reference incorporated herein and made part of this Agreement.

18. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTORS shall be required to maintain organizational provider certification by COUNTY. CONTRACTORS must meet Medi-Cal organization provider standards as listed in Exhibit J, "Medi-Cal Organizational Provider Standards", attached hereto and by this reference incorporated herein and made part of this Agreement. It is acknowledged that all references to Organizational Provider and/or Provider in Exhibit J shall refer to CONTRACTORS.

CONTRACTORS shall inform every client of their rights under the COUNTY's Mental Health Plan as described in Exhibit K, "Mental Health Plan Grievances and Appeals Process", attached hereto and by this reference incorporated herein and made part of this Agreement.

CONTRACTORS shall also file an incident report for all incidents involving clients, following the DBH "Incident Reporting and Intensive Analysis" policy and procedure guide and using the "Incident

Report” protocol and user guide identified in Exhibit I.

Each CONTRACTOR is responsible for collecting and managing data in a manner to be determined by DHCS and COUNTY’s Mental Health Plan (MHP) in accordance with applicable rules and regulations. COUNTY’s electronic information system is a critical source of information for purposes of monitoring service volume and obtaining reimbursement. CONTRACTORS must attend the DBH training on equipment reporting for assets, intangible and sensitive minor assets, COUNTY’s electronic information system, and related cost reporting.

CONTRACTORS shall submit service data into COUNTY’s electronic information system, in accordance with DBH documentation standards, to allow COUNTY to bill Medi-Cal, and any other third-party source, for services and meet State and Federal reporting requirements.

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

If a client has dual coverage, such as other health coverage (OHC) or Federal Medicare, CONTRACTORS will be responsible for billing the carrier and obtaining a payment/denial or have validation of claiming with no response ninety (90) days after the claim was mailed before the service can be entered into COUNTY’s electronic information system. CONTRACTORS must report all third party collections for Medicare, third party, client pay, or private pay in each monthly invoice and in the annual cost report that is required to be submitted. A copy of explanation of benefits or CMS 1500 form is required as documentation. CONTRACTORS must report all revenue collected from OHC, third party, client-pay, or private-pay in each monthly invoice and in the cost report that is required to be submitted.

CONTRACTORS shall submit monthly invoices for reimbursement that equal the amount due

CONTRACTORS less any funding sources not eligible for Federal and State reimbursement.

CONTRACTORS must comply with all laws and regulations governing the Federal Medicare program, including, but not limited to: 1) the requirement of Medicare Act, 42, U.S.C. section 1395 *et seq.*; and 2) the

1 regulation and rules promulgated by the Federal Centers for Medicare and Medicaid Services as they
2 related to participation, coverage and claiming reimbursement. CONTRACTORS will be responsible for
3 compliance as of the effective date of each Federal, State or local law or regulation specified.

4 Data entry shall be the responsibility of CONTRACTORS. COUNTY shall monitor the
5 volume of services and cost for services entered into the COUNTY's electronic information system. Any
6 and all audit exceptions resulting from the provision and reporting of specialty mental health services by
7 CONTRACTORS shall be the sole responsibility of CONTRACTORS. CONTRACTORS will comply with
8 all applicable policies, procedures, directives and guidelines regarding the use of COUNTY's electronic
9 information system.

10 Medi-Cal Certification and Mental Health Plan Compliance

11 CONTRACTORS shall comply with any and all requests and directives associated with
12 COUNTY maintaining State Medi-Cal site certification. CONTRACTORS shall provide specialty mental
13 health services in accordance with COUNTY's Mental Health Plan. CONTRACTORS must comply with the
14 "Fresno County Mental Health Plan Compliance Program and Code of Conduct" set forth in Exhibit G.
15 CONTRACTORS shall comply with any and all requests associated with any State and/or Federal reviews
16 or audits.

17 CONTRACTORS may provide direct specialty mental health services using unlicensed
18 staff as long as the individual is approved as a provider by the Mental Health Plan, is supervised by
19 licensed staff who meet the Board of Behavioral Sciences requirements for supervision, works within
20 his/her scope, and only delivers allowable direct specialty mental health services. Unlicensed staff must
21 also be credentialed by COUNTY's Mental Health Plan.

22 It is understood that each service is subject to audit for compliance with Federal and State
23 regulations, and that COUNTY may be making payments in advance of said review. CONTRACTORS
24 shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization
25 review requirements. CONTRACTOR shall comply with any and all requests associated with any State
26 and/or Federal reviews or audits.

27 **19. CONFIDENTIALITY**

28 If any documents and/or information (for example, and not as a limitation, employee or

1 student records, or protected health information (PHI)) that are subject to nondisclosure or protection
2 under federal and/or California laws (collectively and separately "Confidential Material") are provided to,
3 or created by, a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate,
4 publish, or disclose the Confidential Material, except as required by law or a court order or as this
5 Agreement may permit; (B) unless specifically permitted by applicable laws, not use the Confidential
6 Materials for any purpose not related to a Party's performance of this Agreement; (C) protect and
7 secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to
8 ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing,
9 duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the
10 property of and under the control of the Party whose student it relates to, notwithstanding any use
11 authorized under this Agreement or its status as Work; and (E) not retain any Confidential Material
12 related to a student of the other Party upon the expiration of this Agreement, which shall be
13 accomplished by either the return of or the destruction of such Confidential Material. The provisions of
14 this Subsection shall survive the termination of this Agreement.

15 **20. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT**

16 FCSS considers and represents itself as an educational agency as defined in the Family
17 Education Rights and Privacy Act ("FERPA"), which is found in Title 20 of the United States Code section
18 1232g and Title 34 of the Code of Federal Regulations Part 99. FCSS is also a "school district" as defined
19 in California Education Code section 49061 and must comply with California's pupil records laws as found
20 in California Education Code sections 49060 *et seq.* and title 5 of the California Code of Regulations
21 sections 430 *et seq.* As such, FCSS agrees to use and disclosure pupil records as required by law.

22 The Parties agree that, pursuant to Title 34 of the Code of Federal Regulations section
23 99.31(a)(1)(i)(B) and California Education Code section 49076(a)(2)(G), COUNTY and RESILIENCY
24 CENTER are contractors and consultants within the meaning of FERPA to whom FCSS has outsourced
25 institutional services or functions that provide a legitimate educational interest for sharing personally
26 identifiable information ("PII") from pupil records in order to accomplish the functions, activities, or
27 services provided for in this Agreement. The uses and disclosures of PII may not be more expansive
28 than those afforded to FCSS employees. COUNTY and RESILIENCY CENTER shall comply with all

1 rules and laws related to contractors and consultants under FERPA.

2 This provision allows FCSS to share information and records regarding those served
3 under this Agreement with COUNTY and RESILIENCY CENTER. Moreover, FCSS can share
4 information under both FERPA and related California law due to the emergency nature of the services
5 provided pursuant to this Agreement.

6 **21. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

7 COUNTY considers and represents itself as a covered entity as defined by the
8 UnitedStates' Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA),
9 and the California Medical Information Act (CMIA), California Civil Code section 56 *et. seq.*, and agrees to
10 use and disclose PHI as required by law.

11 COUNTY acknowledges that the exchange of PHI pursuant to this Agreement is only for
12 treatment, payment, and health care operations.

13 COUNTY intends to protect the privacy and provide for the security of PHI pursuant to the
14 Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health
15 Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the United States'
16 Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

17 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require COUNTY
18 to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but
19 not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal
20 Regulations.

21 The Parties agree that, pursuant to Title 45 of the Code of Federal Regulations section
22 164.506 and California Civil Code section 56.10, both HIPAA and CMIA permit COUNTY to share PHI
23 with FCSS staff because they are other behavioral health care professionals and the information is
24 being shared for purposes of treatment of the individuals targeted by this Agreement. Moreover, given
25 the nature of the life impacting events and trauma situations that are intended to give rise to those
26 served under this Agreement, information can be shared by COUNTY under the emergency
27 circumstances exceptions of HIPAA and CMIA.

28 COUNTY further agrees that CONTRACTORS are Business Associates of COUNTY as

set forth in the following Section of this Agreement. As such, COUNTY, may share PHI with CONTRACTORS.

22. BUSINESS ASSOCIATE UNDER HIPAA

A. The Parties to this Agreement shall be in strict conformance with all applicable Federal and State of California laws and regulations, including but not limited to sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, sections 2.1 and 431.300 *et seq.* of Title 42, Code of Federal Regulations (“CFR”), CMIA, sections 11977 and 11812 of Title 22 of the California Code of Regulations, and HIPAA, including but not limited to section 1320d *et seq.* of Title 42, United States Code (“USC”) and its implementing regulations, including, but not limited to Title 45, CFR, sections 142, 160, 162, and 164, and HITECH regarding the confidentiality and security of client information.

Except as otherwise provided in this Agreement, CONTRACTORS, as Business Associates of COUNTY, may use or disclose PHI to perform functions, activities or services for, or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure shall not violate the HIPAA. The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY as the “Covered Entity” under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative, or legal responsibilities of the Business Associate.

B. The Parties shall protect, from unauthorized access, use, or disclosure of names and other identifying information concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations. (45 CFR sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i).) This pertains to any and all persons receiving services pursuant to a COUNTY funded program. The Parties shall not use such identifying information for any purpose other than carrying out the Parties’ obligations under this Agreement.

C. The Parties shall not disclose any such identifying information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or authorized by the client.

D. For purposes of the above Subsections, identifying information shall include, but

1 not be limited to name, identifying number, symbol, or other identifying particular assigned to the
2 individual, such as finger or voice print, or a photograph.

3 E. CONTRACTORS shall provide access, at the request of COUNTY, and in the
4 time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR
5 section 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR
6 section 164.524 regarding access by individuals to their PHI.

7 CONTRACTORS shall make any amendment(s) to PHI in a designated record
8 set at the request of COUNTY, and in the time and manner designated by COUNTY in accordance with
9 45 CFR section 164.526.

10 CONTRACTORS shall provide to COUNTY or to an individual, in a time and
11 manner designated by COUNTY, information collected in accordance with 45 CFR section 164.528, to
12 permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in
13 accordance with 45 CFR section 164.528.

14 F. CONTRACTORS shall report to COUNTY, in writing, any knowledge or
15 reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of PHI
16 not permitted by this Agreement, and any breach of unsecured PHI of which it becomes aware,
17 immediately and without reasonable delay and in no case later than two (2) business days of discovery.
18 Immediate notification shall be made to COUNTY's Information Security Officer and Privacy Officer and
19 DBH's HIPAA Representative, within two (2) business days of discovery. The notification shall include,
20 to the extent possible, the identification of each individual whose unsecured PHI has been, or is
21 reasonably believed to have been, accessed, acquired, used, disclosed, or breached.

22 CONTRACTORS shall take prompt corrective action to cure any deficiencies and any action pertaining
23 to such unauthorized disclosure required by applicable Federal and State Laws and regulations.

24 CONTRACTORS shall investigate such breaches and are responsible for all notifications required by
25 law and regulation or deemed necessary by COUNTY and shall provide a written report of the
26 investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and
27 DBH's HIPAA Representative. This written investigation and description of any reporting necessary
28 shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses

below:

County of Fresno
Department of Behavioral Health
HIPAA Representative
(559) 600-6798
3147 N. Millbrook Ave
Fresno, CA 93703

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 600-6405
(559) 600-6439
P.O. 1221 Fulton Mall
Fresno, CA 93775

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

G. CONTRACTORS shall make their internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by CONTRACTORS on behalf of COUNTY, available to the United States Department of Health and Human Services upon demand.

H. Safeguards

CONTRACTORS shall implement administrative, physical, and technical safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of COUNTY; and to prevent access, use or disclosure of PHI other than as provided for by this Agreement. CONTRACTORS 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 CONTRACTORS' operations and the nature and scope of its activities. Upon COUNTY's request, CONTRACTORS shall provide COUNTY with information concerning such safeguards.

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

I. Mitigation of Harmful Effects

CONTRACTORS shall mitigate, to the extent practicable, any harmful effect that is known to CONTRACTORS of an unauthorized access, viewing, use, disclosure, or breach of PHI by CONTRACTORS or its subcontractors in violation of the requirements of these provisions.

J. Contractor's Subcontractors

CONTRACTORS shall ensure that any of its subcontractors, if applicable, to

1 whom CONTRACTORS provides PHI received from or created or received by CONTRACTORS on
2 behalf of COUNTY, agree to the same restrictions and conditions that apply to CONTRACTORS with
3 respect to such PHI; and to incorporate, when applicable, the relevant provisions of these provisions
4 into each subcontract or sub-award to such subcontractors.

5 K. Effect of Termination

6 To the extent that it does not violate any other laws, upon termination or
7 expiration of this Agreement for any reason, CONTRACTORS shall return or destroy all PHI received
8 from COUNTY (or created or received by CONTRACTORS on behalf of COUNTY) that
9 CONTRACTORS still maintains in any form, and shall retain no copies of such PHI. If return or
10 destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such
11 information, and limit further use of such PHI to those purposes that make the return or destruction of
12 such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or
13 agents, if applicable, of CONTRACTORS. If a CONTRACTOR destroys the PHI data, a certification of
14 date and time of destruction shall be provided to the COUNTY by that CONTRACTOR.

15 L. Interpretation

16 The terms and conditions in these provisions shall be interpreted as broadly as
17 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The
18 parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in
19 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

20 M. Regulatory References

21 A reference in the terms and conditions of these provisions to a section in the
22 HIPAA regulations means the section as in effect or as amended.

23 N. Survival

24 The respective rights and obligations of CONTRACTORS as stated in this
25 Section shall survive the termination or expiration of this Agreement.

26 **23. DATA SECURITY**

27 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
28 viewing, use or disclosure of the Parties' data including sensitive or personal information regarding those

served under this Agreement; abuse of the Parties' resources; and/or disruption to a Party's operations, Parties must employ adequate data security measures to protect the confidential information provided between Parties.

A. Mobile, Wireless, or Handheld Devices

Parties may not connect to each other's networks via mobile, wireless, or handheld devices, unless the following conditions are met:

- 1) The connecting Party has received authorization from the network-owning Party;
- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enabled; and,
- 4) A secure connection is used.

B. Computers or Computer Peripherals

Parties may not bring Party-owned computers or computer peripherals into each other's properties for use without prior authorization unless the following conditions are met:

- 1) The Party has obtained authorization to bring the computer or computer peripheral into the other Party's property;
- 2) Data must be encrypted and stored on a secure server and transferred by means of a virtual private network (VPN) connection, or another type of secure connection; and,
- 3) Said data must be encrypted.

D. Parties may not store private, confidential or sensitive data related to the work provided for in this Agreement on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

E. Parties shall be responsible to employ strict controls to ensure the integrity and security of confidential information and prevent unauthorized access, viewing, use, or disclosure of data maintained in computer files, program documentation, data processing systems, data files, and data processing equipment which stores or processes data internally and externally.

F. Confidential information transmitted to one Party by the other by means of

electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

G. If it relates to information for the project provided for in this Agreement, each Party is responsible to immediately notify the other Parties of any violations, breaches, or potential breaches of security related to confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes data internally or externally.

H. COUNTY shall support each CONTRACTORS' response to all incidents arising from a possible breach of security related to COUNTY's confidential client information provided to CONTRACTORS. CONTRACTORS will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Each Party shall be responsible for all costs incurred as a result of providing the required notification.

24. PROPERTY OF COUNTY

A. COUNTY and CONTRACTORS recognize that fixed assets are tangible and intangible property obtained or controlled under COUNTY for use in operational capacity and will benefit COUNTY for a period more than one year. Depreciation of the qualified items will be on a straight-line basis.

For COUNTY purposes, fixed assets must fulfill three (3) qualifications:

- 1) Have life span of over one year;
- 2) Is not a repair part; and
- 3) Must be valued at or greater than the capitalization thresholds for the asset

type.

<u>Asset Type</u>	<u>Threshold</u>
• Land	\$0
• Buildings and Improvements	\$100,000
• Infrastructure	\$100,000
• Tangible	\$5,000
o Equipment	
o Vehicles	
• Intangible	\$100,000
o Internally Generated Software	
o Purchased Software	

- Easements
- Patents
- And Capital Lease \$5,000

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset, it will be tagged with a COUNTY program number. A Fixed Asset Log, attached hereto as Exhibit L, and by this reference incorporated herein and made part of this Agreement, will be maintained by COUNTY's Asset Management System and annually inventoried until the asset is fully depreciated. During the terms of this Agreement, CONTRACTORS's fixed assets may be inventoried in comparison to DBH's Asset Inventory System.

B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but more than One Thousand and No/100 Dollars (\$1,000.00), with over one year life span, and/or are mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as determined by DBH's Director or designee. CONTRACTORS will maintain a tracking system on the items on Exhibit L. Items are not required to be capitalized or depreciated and are subject to annual inventory for compliance.

C. Assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTORS agrees to participate in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this Agreement, CONTRACTORS shall be physically present when fixed and inventoried assets are returned to COUNTY possession. CONTRACTORS is responsible for returning to COUNTY all COUNTY-owned undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the assets at the expiration or termination of this Agreement.

CONTRACTORS further agrees to the following:

- 1) Maintain all items of equipment in good working order and condition, normal wear and tear is expected;
- 2) Label all items of equipment with COUNTY assigned program number, perform periodic inventories as required by COUNTY, and maintain an inventory list showing where and how the equipment is being used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY within ten (10) days of any request therefore; and

1 3) Report in writing to COUNTY immediately after discovery, the loss or theft of
2 any items of equipment. For stolen items, the local law enforcement agency must be contacted and a
3 copy of the police report submitted to COUNTY.

4 D. The purchase of any equipment by CONTRACTORS with funds provided
5 hereunder shall require the prior written approval of DBH, shall fulfill the provisions of this Agreement as
6 appropriate, and must be directly related to CONTRACTORSS services or activities under the terms of this
7 Agreement. DBH may refuse reimbursement for any costs resulting from equipment purchased, which are
8 incurred by CONTRACTORS, if prior written approval has not been obtained from COUNTY.

9 E. CONTRACTORS must obtain prior written approval from DBH whenever there is
10 any modification or change in the use of any property acquired or improved, in whole or in part, using
11 funds under this Agreement. If any real or personal property acquired or improved with said funds
12 identified herein is sold and/or is utilized by CONTRACTORS for a use which does not qualify under this
13 Agreement, CONTRACTORS shall reimburse COUNTY in an amount equal to the current fair market
14 value of the property, less any portion thereof attributable to expenditures of funds not provided under this
15 Agreement. These requirements shall continue in effect for the life of the property. In the event this
16 Agreement expires, or terminates, the requirements for this Section shall remain in effect for activities or
17 property funded with said funds, unless action is taken by the State government to relieve COUNTY of
18 these obligations.

19 **25. NON-DISCRIMINATION**

20 During the performance of this Agreement, CONTRACTORS and its subcontractors shall
21 not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin,
22 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,
23 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor
24 shall they discriminate unlawfully against any employee or applicant for employment because of race,
25 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
26 genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or
27 military and veteran status.

28 CONTRACTORS shall ensure that the evaluation and treatment of employees and

1 applicants for employment are free of such discrimination. CONTRACTORS and subcontractors shall
2 comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12800 *et seq.*), the
3 regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5,
4 Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the
5 regulations or standards adopted by the awarding state agency to implement such article.

6 CONTRACTORS shall permit access by representatives of the Department of Fair Employment and
7 Housing and the awarding state agency upon reasonable notice at any time during the normal business
8 hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, and
9 all other sources of information and its facilities as said department or agency shall require to ascertain
10 compliance with this clause. CONTRACTORS and its subcontractorsshall give written notice of their
11 obligations under this clause to labor organizations with which they have a collective bargaining or other
12 agreement. (See Cal. Code Regs., tit. 2, §11105.) CONTRACTORS shall include the non-discrimination
13 and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

14 **26. CULTURAL COMPETENCY**

15 As related to Cultural and Linguistic Competence:

16 A. CONTRACTORS shall not discriminate against beneficiaries based on race, color,
17 national origin, sex, disability, or religion. CONTRACTORS shall ensure that a limited and/or no
18 English proficient beneficiary is entitled to equal access and participation in federally funded programs
19 through the provision of comprehensive and quality bilingual services pursuant to Title 6 of the Civil
20 Rights Act of 1964 (42 U.S.C. section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of
21 1979.

22 B. CONTRACTORS shall comply with requirements of policies and procedures for
23 ensuring access and appropriate use of trained interpreters and material translation services for all
24 limited and/or no English proficient beneficiaries, including, but not limited to, assessing the cultural and
25 linguistic needs of the beneficiaries, training of staff on the policies and procedures, and monitoring its
26 language assistance program. CONTRACTORS's policies and procedures shall ensure compliance of
27 any subcontracted providers with these requirements.

28 C. CONTRACTORS shall notify its beneficiaries that oral interpretation is available for

1 any language and written translation is available in prevalent languages and that auxiliary aids and
2 services are available upon request, at no cost and in a timely manner for limited and/or no English
3 proficient beneficiaries and/or beneficiaries with disabilities. CONTRACTORS shall avoid relying on an
4 adult or minor child accompanying the beneficiary to interpret or facilitate communication; however, if the
5 beneficiary refuses language assistance services, the CONTRACTORS must document the offer, refusal
6 and justification in the beneficiary's file.

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

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

25 F. Cultural competency training for CONTRACTORS staff should be substantively
26 integrated into health professions education and training at all levels, both academically and functionally,
27 including core curriculum, professional licensure, and continuing professional development programs. As
28 requested by COUNTY, CONTRACTORS shall report on the completion of cultural competency trainings

1 to ensure direct service providers are completing a minimum of one (1) cultural competency training
2 annually.

3 G. CONTRACTORS shall create and sustain a forum that includes staff at all agency
4 levels to discuss cultural competence. COUNTY encourages a representative from CONTRACTORS's
5 forum to attend COUNTY's Cultural Humility Committee.

6 **27. AMERICANS WITH DISABILITIES ACT**

7 CONTRACTORS agrees to ensure that deliverables developed and produced, pursuant to
8 this Agreement, shall comply with the accessibility requirements of section 508 of the Rehabilitation Act
9 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations
10 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,
11 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and
12 information technology (EIT) accessible to people with disabilities. California Government Code section
13 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

14 **28. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

15 To the extent necessary to prevent disallowance of reimbursement under section
16 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4)
17 years after the furnishing of services under this Agreement, CONTRACTORS shall make available, upon
18 written request to the Secretary of the United States Department of Health and Human Services, or upon
19 request to the Comptroller General of the United States General Accounting Office, or any of their duly
20 authorized representatives, a copy of this Agreement and such books, documents, and records as are
21 necessary to certify the nature and extent of the costs of these services provided by CONTRACTORS
22 under this Agreement. CONTRACTORS further agree that in the event a CONTRACTOR carries out any
23 of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and
24 No/100 Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such
25 Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing
26 of such services pursuant to such subcontract, the related organizations shall make available, upon written
27 request to the Secretary of the United States Department of Health and Human Services, or upon request
28 to the Comptroller General of the United States General Accounting Office, or any of their duly authorized

representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

29. ASSURANCES

In entering into this Agreement, CONTRACTORS certify that neither they, nor any of their officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that neither they, nor any of their officers, have been convicted of a criminal offense related to the provision of health care items or services; nor have they, nor any of their officers, been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that either CONTRACTOR is ineligible on these grounds, COUNTY will remove that CONTRACTOR from responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such CONTRACTOR from any position in which such CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by such CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as such CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

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

1 suspension, debarment, or ineligibility.

2 C. In the event the potential employee or subcontractor informs a CONTRACTOR that
3 he or she is excluded, suspended, debarred, or otherwise ineligible, or has been convicted of a criminal
4 offense relating to the provision of health care services, and that CONTRACTOR hires or engages such
5 potential employee or subcontractor, that potential employee or subcontractor may not be hired or
6 engaged to do work under this Agreement.

7 D. CONTRACTORS agree to cooperate fully with any reasonable requests for
8 information from COUNTY which may be necessary to complete any internal or external audits relating to
9 CONTRACTORS' compliance with the provision of this Section.

10 **30. PUBLICITY PROHIBITION**

11 None of the funds, materials, property or services provided directly or indirectly under this
12 Agreement shall be used for COUNTY'S or CONTRACTORS' advertising, fundraising, or publicity (*i.e.*,
13 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

14 Notwithstanding the above, publicity of the services described in this Agreement shall be allowed as
15 necessary to raise public awareness about the availability of such specific services when agreed upon in
16 advance by the Parties to this Agreement and at a cost to be provided in Exhibits C-1 and C-2 for such
17 items as written/printed materials, the use of media (*i.e.*, radio, television, newspapers), and any other
18 related expense(s).

19 **31. COMPLAINTS AND GRIEVANCES**

20 In accordance with Exhibit K, CONTRACTORS shall log complaints and the disposition of all
21 complaints from those served under this Agreement. CONTRACTORS shall provide a copy of the detailed
22 complaint log to COUNTY at monthly intervals by the tenth (10th) day of the following month, in a format
23 that is mutually agreed upon by DBH and CONTRACTORS. In addition, CONTRACTORS shall provide
24 details and attach documentation of each complaint with the log. CONTRACTORS shall post signs
25 informing those served under this Agreement of their right to file a complaint or grievance.

26 Should DBH decide to follow-up regarding any of the complaints contained in a CONTRACTOR'S
27 log, the CONTRACTOR shall cooperate in the follow-up process and provide any additional information
28 and/or documentation to DBH within ten (10) days of DBH's request.

1 **32. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

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

5 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
6 the following information must be disclosed by CONTRACTORS by completing Exhibit N, "Disclosure of
7 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and
8 made part of this Agreement. CONTRACTORS shall submit this form to the DBH within thirty (30) days of
9 the effective date of this Agreement. Additionally, CONTRACTORS shall report any changes to this
10 information within thirty-five (35) days of occurrence by completing Exhibit N. Submissions shall be
11 scanned portable document format (pdf) copies and are to be sent via email to DBH's assigned Staff
12 Analyst.

13 CONTRACTORS, as applicable to their organization, is required to submit a set of
14 fingerprints for any person with a five (5) percent or greater direct or indirect ownership interest in
15 CONTRACTORS. COUNTY may terminate this Agreement for breach of agreement in accordance
16 with Section Three (3), Subsection (B) above where any person with a five (5) percent or greater direct
17 or indirect ownership interest in the CONTRACTORS did not submit timely and accurate information
18 and cooperate with any screening method required in CFR, Title 42, section 455.416. Submissions
19 shall be scanned pdf copies and are to be sent via email to

20 DBHContractedServicesDivision@fresnocountyca.gov. COUNTY may deny enrollment or terminate
21 this Agreement in accordance with Section Three (3), Subsection (B) above where any person with a
22 five (5) percent or greater direct or indirect ownership interest in CONTRACTORS has been convicted
23 of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI
24 program in the last ten (10) years.

25 **33. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

26 If applicable to the CONTRACTOR's organization, the CONTRACTOR is required to
27 disclose if any of the following conditions apply to it its owners, officers, corporate managers, and partners
28 (hereinafter collectively referred to in this Section as "OFFICIALS"):

1 A. Within the three (3) year period preceding the Agreement award, they have been
2 convicted of, or had a civil judgment rendered against them for:

- 3 1) Fraud or a criminal offense in connection with obtaining, attempting to
4 obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
5 2) Violation of a federal or state antitrust statute;
6 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;
7 or
8 4) False statements or receipt of stolen property.

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

11 Disclosure of the above information will not automatically eliminate the applicable
12 CONTRACTOR from further business consideration. The information will be considered as part of the
13 determination of whether to continue and/or renew this Agreement and any additional information or
14 explanation that the applicable CONTRACTOR elects to submit with the disclosed information will be
15 considered. If it is later determined that CONTRACTOR or its OFFICIALS failed to disclose required
16 information, any contract awarded to such CONTRACTOR may be terminated in accordance with Section
17 Three (3), Subsection (B) above.

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

28 **34. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

1 This provision is only applicable if a CONTRACTOR is operating as a corporation (a for-
2 profit or non-profit corporation) or if during the term of this Agreement, a CONTRACTOR changes its
3 status to operate as a corporation.

4 Members of a CONTRACTOR's Board of Directors shall disclose any self-dealing
5 transactions that they are a party to while the CONTRACTOR is providing goods or performing services
6 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is
7 a party and in which one or more of its directors has a material financial interest. Members of the Board of
8 Directors of the CONTRACTOR shall disclose any self-dealing transactions that they are a party to by
9 completing and signing a "Self-Dealing Transaction Disclosure Form", attached hereto as Exhibit P and
10 incorporated herein by reference and made part of this Agreement, and submitting it to COUNTY prior to
11 commencing with the self-dealing transaction or immediately thereafter.

12 **35. AUDITS AND INSPECTIONS**

13 After reasonable notice to CONTRACTORS, CONTRACTORS shall, at any time during
14 business hours and as often as COUNTY may deem necessary, make available to COUNTY for
15 examination all of its records and data with respect to the matters covered by this Agreement.
16 CONTRACTORS shall, upon request by COUNTY, permit COUNTY to audit and inspect all such records
17 and data necessary to ensure CONTRACTORS's compliance with the terms of this Agreement.

18 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
19 CONTRACTORS shall be subject to the examination and audit of the State Auditor General for a period of
20 three (3) years after final payment under contract (California Government Code section 8546.7).

21 **36. NOTICES**

22 The persons having authority to give and receive notices under this Agreement and their
23 addresses include the following:

24 COUNTY

25 Director, Fresno County
26 Department of Behavioral Health
27 1925 E. Dakota Ave
28 Fresno, CA 93726

CONTRACTORS

See Exhibit A

All notices between COUNTY and CONTRACTORS provided for or permitted under this

1 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
2 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
3 personal service is effective upon service to the recipient. A notice delivered by first-class United States
4 mail is effective three (3) COUNTY or CONTRACTOR business days, whichever date is later in time, after
5 deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an
6 overnight commercial courier service is effective one (1) COUNTY or CONTRACTOR business day,
7 whichever date is later in time, after deposit with the overnight commercial courier service, delivery fees
8 prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice
9 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such
10 transmission is completed outside of COUNTY or CONTRACTOR business hours, then such delivery shall
11 be deemed to be effective at the next beginning of a COUNTY or CONTRACTOR business day,
12 whichever is later in time), provided that the sender maintains a machine record of the completed
13 transmission. For all claims arising out of or related to this Agreement, nothing in this Section establishes,
14 waives, or modifies any claims presentation requirements or procedures provided by law, including but not
15 limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with
16 section 810).

17 **37. GOVERNING LAW**

18 Venue for any action arising out of or related to the Agreement shall only be in Fresno
19 County, California.

20 The rights and obligations of the Parties and all interpretation and performance of this
21 Agreement shall be governed in all respects by the laws of the State of California.

22 **38. ENTIRE AGREEMENT**

23 This Agreement, including all Exhibits, constitutes the entire agreement between
24 CONTRACTORS and COUNTY with respect to the subject matter hereof and supersedes all previous
25 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
26 understandings of any nature whatsoever unless expressly included in this Agreement.

27
28 Exhibit A Provider List
Exhibit B Scope of Work

1	Exhibit B-1	DBH Policy and Procedure Guide PPG 1.2.7
	Exhibit B-2	Handle with Care Plus Flowchart
2	Exhibit C-1	Fresno Resiliency Center Budgets and Narratives
	Exhibit C-2	Fresno County Superintendent of Schools Budgets and Narratives
3	Exhibit C-3	Fresno County Superintendent of Schools Service Rate Sheet
	Exhibit D	DBH Guiding Principles of Care Delivery
4	Exhibit E	Electronic Health Records Software Charges
	Exhibit F	Documentation Standards for Client Records
5	Exhibit G	FCMHP Compliance Program Code of Conduct and Ethics
	Exhibit H	State Mental Health Requirements
6	Exhibit I	Incident Reporting
	Exhibit J	Medi-Cal Organizational Provider Standards
7	Exhibit K	FCMHP Grievances and Appeals Process
	Exhibit L	Fixed Asset and Sensitive Item Tracking Log
8	Exhibit M	National CLAS Standards
	Exhibit N	Disclosure of Ownership and Control Interest Statement
9	Exhibit O	Certification Regarding Debarment
10	Exhibit P	Self-Dealing Transaction Disclosure Form
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 **CONTRACTOR:**

4 Please see attached signatures

COUNTY OF FRESNO

5 By: Steve Brandau
6 Steve Brandau,
7 Chairman of the Board of Supervisors of the
8 County of Fresno

9 Date: Sept. 21, 2021

10 **ATTEST:**

11 Bernice E. Seidel,
12 Clerk to the Board of Supervisors
13 County of Fresno, State of California

14 By: Rosei Cuyk
15 Deputy

16 Date: Sept. 21, 2021

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25 Fund/Subclass: 0001/10000

26 Account/Program: 7295/0

27 Organization/Cost Centers: 56304794 (\$1,061,460)

28 FY 2021-22 \$341,539, FY 2022-23 \$357,289, FY 2023-24 \$362,632

1 **FRESNO COUNTY SUPERINTENDENT OF SCHOOLS**

2 By: 
3 Jim Yovino
4 County Superintendent of Schools

Date: 8/27/21

5 Mailing Address:
6 Fresno County Superintendent of Schools
7 1111 Van Ness Avenue
8 Fresno, CA, 93721
9 Contact/Phone: 559-265-3000
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FRESNO POLICE CHAPLAINCY RESILIENCY CENTER

By: Rodney Lowery

Date: Sept. 1, 2021

Print Name: Rodney Lowery

Title: Director
Chief Executive Officer, or
President, or any Vice President

Mailing Address:

Fresno Police Chaplaincy Resiliency Center
3845 N Clark ST. Suite 201
Fresno, CA, 93726
Contact/Phone: 559-621-2121

**Mental Health Services Act – Innovations Project
Handle with Care Plus
Schools and Community Innovation Services to Children/Youth (Ages 4-11 Years) and Family**

Provider List

Fresno County Superintendent of Schools (FCSS)

1111 Van Ness Ave.

Fresno, CA 93721

Phone: (559) 265-3010

Contact: Jim Yovino, Fresno County Superintendent of Schools

Fresno Police Chaplaincy – The Fresno Resiliency Center

3845 N. Clark ST Suite 201

Fresno, CA 93726

Phone: (559) 621-2121

Contact: Rodney Lowery, Executive Director

Mental Health Services Act – Innovations Project

SCOPE OF WORK

PROGRAM NAME: Handle with Care Plus

CONTRACTOR(S): Fresno County Superintendent of Schools (FCSS)
1111 Van Ness Ave. Fresno CA 93721
(559) 265 – 3010
Jim Yovino, Fresno County Superintendent of Schools

The Resiliency Center
3845 N Clark ST. Suite 201. Fresno CA 93726
(559) 621 – 2121
Rodney Lowery, Executive Director

SERVICES: **Schools and Community Innovation Services to Children/Youth
– Ages 4-11 Years and Family**

SERVICE SITES: See Section V

CONTRACT TERM: Three Year MHSA – Innovation Project
Upon Contract Execution – June 30, 2024

CONTRACT AMOUNT:

<u>Fiscal Year</u>	<u>Total Contract</u>
2021 – 2022	\$ 341,539.00
2022 – 2023	\$ 357,289.00
2023 – 2024	\$ 362,632.00

Maximum Compensation All Three (3) Years: \$1,061,460.00

I. SCHEDULE OF SERVICES

The standard hours of operations for this project will generally be Monday through Friday from 8:00 AM to 5:00 PM. FCSS will provide services throughout the school year and abide by their 8-hour employee workday and 12-month employee work calendar. The Resiliency Center will operate the Parent Cafés and host pre-scheduled or by appointment only non-traditional hours of operations to meet the needs of families. In general, operational hours of each component will be flexible to meet the needs of youths and families who are unavailable for services during standard business hours, including scheduled appointments on Saturdays and Sunday as needed.

The hours of operations for this innovation project may be modified, with written approval from all Parties involved, based on the need to be effective and efficient. Hours of operation will be reviewed and discussed for appropriate changes.

II. TARGET POPULATION

The target population for this innovation project are children, ages 4-11 years of age and families who have experienced a life impacting event or trauma who attends one of the four

identified schools (in Section V). These students and families will vary in age, gender, ethnicity, and lower socio-economic backgrounds and from neighborhoods surrounding identified schools. Although the target population for this project will revolve around the individuals of the four targeted schools, all youths identified will be referred and/or linked to appropriate community resources.

III. PROJECT DESCRIPTION AND CONTRACTOR(S) RESPONSIBILITIES

In Fresno County, many children, teens, and communities have been exposed to some sort of trauma and significant stressful life event(s). These traumatic events can include but are not limited to; violence in the home or community; loss of loved ones through divorce, death, incarceration, and other separations; and any major life changes from natural disasters, accidents, and other life altering incidents. If traumatic events are not addressed, it can have many effects on a person's behavior, body, emotions, and way of thinking. If these children do not develop resilience post-trauma, they may experience health problems, including serious mental health illness and mental health crises.

In accordance with the Innovation Plan approved on July 7, 2020 by the Fresno County Board of Supervisors, the proposed innovations program, Handle with Care Plus, is intended to measure the outcomes of a trauma response team and determine if a psychoeducational parent café component can assist in reducing effects of trauma. If this project is successful, it will provide a viable and replicable model to be applied to other parts of the county and the state for proactive response to mental health rather than reacting with more costly intervention in the future.

This project is a collaboration with Fresno County's Department of Behavioral Health's (DBH) community partners, Fresno County Superintendent of Schools (FCSS) and Fresno Police Chaplaincy's Resiliency Center (Resiliency Center), that will respond to children and families immediately after a trauma or a stressful life event(s). The focus is to provide early support, screening, and assessment of children for early indicators of mental health symptoms, empower the family with the tools they need to cope and recover, and connect children and families to any additional necessary resources. This focus on parent education and empowerment distinguishes this innovation program from similar Handle with Care programs provided in California.

When the Fresno Police Department responds to calls, they enter call data into a secure smart application developed and operated by the Fresno Police Chaplaincy. The app allows real-time, accessible data that allow for timely response and notification of traumatic events. The Resiliency Center will access and review this data to screen for all calls to consist of a traumatic or life impacting event in which children were involved and quickly notify FCSS of the event.

FCSS will notify the child's school via the Handle with Care notice, that the student has experienced a potentially traumatic event and may experience difficulties performing their daily activities (without violating any Family Educational Rights and Privacy Act (FERPA), related California Education Code sections and/or other applicable state or privacy laws) so that the school can notify relevant staff – such as school administration, teachers, counselors, and other appropriate service providers. FCSS will screen and assess the child and connect the family to

support—such as the Parent Cafés to help the child and family in their recovery from the life-impacting or traumatic event.

If the child is in one of the four targeted schools (in Section V), the Triage Team will screen the child to identify the potential need for additional individual support and family supports including resources offered by the Resiliency Center's Parent Café. If the child is not in one of the targeted schools, FCSS will have already sent the Handle with Care notice to the child's school and refer to the Resiliency Center or All 4 Youth program, which will respond with their available resources.

During the screening process, the Triage Team will determine if the student has existing supports through a community provider. If they do, the student will be connected to those providers for follow-up services. Families will be provided with information on the Parent Café program to access education and supports that increase resilience following exposure to a traumatic life event.

If the individual has no existing community support, they will be linked to the appropriate resources in the community and families will be referred to the Resiliency Center's Parent Café program and any other appropriate educational opportunities. All processes and referrals will abide by confidentiality and privacy laws applicable to the agency.

FCSS staff will also notify other schools (not targeted in this innovations project) to connect any siblings or other household members who reside with the involved student but attend a different school. This step is intended to bring awareness to school staff (not at the targeted schools) that there is a Handle with Care situation and the potential that siblings and other relatives who may need supports from school-based services.

Handle with Care Process:

When the Triage Team receives notification from the Resiliency Center of a student is involved in a traumatic event, FCSS will identify the school that the child attends and immediately send the school a Handle with Care notice. This notice has no confidential or clinical information, only the child's name and grade (the Handle with Care notice form will be developed by the Parties involved and will maintain the confidentiality of the child as required by applicable laws).

Step 1: Upon FCSS sending Handle with Care notice to the targeted school, the student and their family will be assigned to the Triage Team consisting of the FCSS Clinician and Resiliency Center Family Partner.

Step 2: The responding team will search DBH's electronic health record system (currently Avatar) to determine whether the student has a history in the behavioral health system (if they are currently receiving services so to avoid any duplication), etc. If the student has an open record in Avatar, FCSS will reach out to the parent/guardian to request approval to inform their child's provider in the community of the life impacting or traumatic event.

The student's family will be provided with information on the Resiliency Center's Parent Café program that could support and educate family on being resilient after being

exposed to trauma.

If the family declines authorization for notification of existing provider and/or the Parent Café program, the referral will then be closed by FCSS, and referred to the Resiliency Center for resources.

If the student has no history in Avatar or does not have an active case, the Triage Team will:

Step 1: Contact the family to offer support services. If the parent/guardian declines services, FCSS will ask if they can mail the family information on services, the Parent Café program, and other educational opportunities in case the family would like to access information later. FCSS will inform the Resiliency Center that the family declines services, FCSS will then close out the referral and families will be referred to the Fresno Police Chaplaincy for resources.

Step 2: If the parent/guardian accepts the services for their child, Triage Team clinician will screen for the impact of trauma on the child and provide mental health services or resources based on the results. If at that time the child does not show any symptoms the parents will still be provided with Parent Café information. The school will be notified of the results of the screening and ask to re-refer the child if symptoms manifest in the future. Although the Triage Team will have the child as their primary focus, this program can assist parents with access and linkage for them or other family members as well.

Step 3: If, based on the screening, the child may need additional services or treatment, the FCSS Triage Team Clinician will conduct a clinical assessment to determine the need. If the intervention will take beyond six sessions, a warm handoff will be provided to link them into the services they are needing (either school-based or with another provider). If the symptoms can be addressed in short intervention, then the Triage Team will provide up to six session. This is to ensure the child is not without services while awaiting to access clinical services.

FCSS will also notify other schools not targeted in this project, for any siblings or other household members who reside with the student but attend a different school (i.e. a sibling or cousin who is in junior high or high school), to ensure that the school is aware of the handling with care situation, and they can refer those students, not in the four participating elementary schools to the school based services available there or other community resources for screening and/or assessment.

Screening tools considered are; Pediatric ACES and Related Life-event Screener (PEARLS), the Pediatric Symptom Checklist (PSC-35), along with other screeners in The National Child Traumatic Stress Network database. However, utilization will be determined based on its compatibility with the target population and setting, and responsiveness. A convening of all Parties will decide upon the appropriate screening tool for this project.

The Handle with Care Plus Flowchart, attached hereto and referenced herein as Exhibit B-3, provides a general outline for FCSS and the Resiliency Center to follow through with care coordination for the individuals identified and may be modified and/or amended to meet the needs of the clients and/or as agreed upon by all Parties: DBH Director or designee, FCSS, and The Resiliency Center.

Parent Café:

The Parent Café component will assist in the development of the parent or caregiver's understanding of the trauma or life impacting event that affected them and their child, increase their understanding about the protective factors of their family and build a sense of community within the Parent Café where mental health stigma can be discussed, addressed, and reduced.

Parent Cafés have various curriculum designs. Based on the Innovation Project proposal, we are implementing a curriculum similar to the Strengthening Families curriculum. This curriculum was designed as a resource for those training or conducting professional development with child welfare workers but has since been adapted by many other programs to create content that is relevant for their target audience. This researched-informed approach was designed to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs, and communities in building five (5) key Protective Factors: parental resilience, social resilience, knowledge of parenting and child development, concrete support in times of need, and social and emotional competence of children. DBH has partnered with Brain Wise Solutions Group, INC via a separate agreement to develop the Parent Café curriculum. Brain Wise will incorporate the five protective factors and modify the curriculum appropriately for our communities' children and families exposed to trauma.

The Resiliency Center will implement the developed Parent Café curriculum and seek to create a coffee house environment to welcome gatherings of parents who are identified as potentially benefiting from group learning and sharing. The Resiliency Center will offer psychoeducation to parents centered on trauma informed skills and the impact of ACES on children. The Parent Café curriculum will be an eight-week course covering social determinants to health, peer roles and empowerment, and whole family resilience.

When the Resiliency Center receives the referral from FCSS, they will contact the student and family members and schedule them for an initial Parent Café meeting. Voluntary participation will also be reviewed for appropriateness.

The Parent Café will be staffed by a Clinician and a Parent Partner. The Parent Partner will create meaningful relationships and engaging conversation while demonstrating respect, trustworthiness, empathy, and collaboration with the families. The Parent Partner will support the Parent Cafes' strength-based framework that emphasizes physical, psychological, and emotional safety and help support resiliency in the community. The Parent Partner will facilitate the workshops in the Parent Café and will be accompanied by a clinician to ensure fidelity and provide any answers to clinical inquiries. The Parent Partner will work to coordinate and provide warm hand-offs to parents seeking other services, both at the Resiliency Center as well as in the community.

The Resiliency Center will provide monthly trainings to staff, staying up to date on current methodologies for trauma informed interventions and tools, by a mental health clinician who is onsite that has received Trauma-Informed training from the Community Resilience Initiative. The clinician provides on-going training to the Resiliency Center staff and clinicians with a research-based approach to responding to trauma.

The Resiliency Center will also leverage ongoing resources at the center to complement services to the Parent Café participants. Currently, ongoing services at the center are educational mentorship programs, counseling and linkage services. Parent Café participants will earn incentives and prizes to encourage ongoing engagement.

At the conclusion of the trauma-informed training for parents at the Parent Café, an evaluation will be completed by each participant to determine the effectiveness and impact of the instruction. Utilizing its current MOU with Fresno Unified School District (FUSD), the Resiliency Center will receive quarterly data on attendance, grades, and behavior for each child in their school who is receiving services from the Resiliency Center. This information will be helpful in assessing the child's current state as well as informing the Resiliency Center on its impact on the child in their educational environment.

IV. STAFFING

The Resiliency Center will staff the Parent Cafés:

.80 FTE - Associate Marriage and Family Therapist

Bilingual mental health clinician who will provide the didactical presentations to the parents as well as any support for the participants, to ensure accurate information is presented, and to be able to properly interview and mitigate any possible crisis.

.80 FTE - Triage Liaison/Case Manager

This will be a position that will support the Resiliency Center and the Fresno Police Chaplaincy in their overall efforts to screen and process calls for both this program and for overall efforts for family engagement. The focus for this position will be to prioritize efforts to screen all calls and to identify calls which meet the project criteria and narrow them to the four participating schools and neighborhoods. This position will then share the relevant calls with the trauma response school team. This position ensures the project has dedicated staff to assist with screenings and ensure the real-time/timely acquisition of data to generate referrals and response. When not reviewing data and call information for the project, the Triage Liaison will screen other calls to support the outreach of the Resiliency Center. For cases where families decline services from the trauma response team, those cases will be submitted to the Triage Liaison, who will then forward those cases on to the Resiliency Center.

.68 FTE - Parent Peer/Liaison

A Parent Peer/Liaison, who will possess lived experience involving behavioral health (these individuals have experience living with mental health illness and/or supports someone living with mental illness) will create meaningful relationships and engaging conversation while demonstrating respect, trustworthiness, empathy and collaboration with the families. The Parent Partner will support the Parent Cafes' strength-based framework that emphasizes physical, psychological, and emotional safety and help support resiliency in the community. The Parent Partner will facilitate most of the workshops in the Parent Café. The Parent Partner will work to coordinate and provide warm hand-offs to parents seeking other services, both at the center as well as in the community.

1 FTE - Family Partner/Peer Professional

A Family Partner/Peer Professional, who will possess lived experience involving behavioral health (these individuals have experience living with mental health illness and/or supports someone living with mental illness) under general supervision, will engage children and their families as part of the Triage Team with the FCSS Clinician as a tandem or individually to; deliver peer to peer support services to behavioral health clients and their family members/caregivers; provide peer-to-peer support services including: monitoring, informing, supporting, assisting and empowering clients and their family members/caregivers who directly or indirectly receive behavioral health services; develop and coordinate activities, programs and resources which directly support clients and family members/caregivers in achieving wellness and recovery oriented goals; facilitate peer-to-peer assistance as a part of a team setting; conduct outreach to clients, family members/caregivers and the community; and, acting in a liaison role between clients, family members/caregivers, and community service providers.

Collaboration between both the Resiliency Center and FCSS will be essential in the overall effectiveness of this position because this individual will be part of the Triage Team with FCSS's Clinician. The Resiliency Center will oversee and supervise this individual. FCSS will work in collaboration and coordination with the Resiliency Center to create and support the Triage Team. This position's responsibilities may be modified as the project develops and as agreed upon by the Parties and DBH Director, or designee.

The Fresno County Superintendent of Schools (FCSS) will staff:

1 FTE - Bilingual Behavioral Health Clinician (BHC II)

A licensed Bilingual Behavioral Health clinician position, under the direction of the assigned supervisor, will coordinate and provide behavioral health services to students and families within Fresno County; provide assessment and assistance with the goal of facilitating and promoting appropriate behavioral health and personal growth; provide clinical supervision of assigned interns/associates and student interns/trainees to ensure the delivery of a clinically sound comprehensive program; identify the behavioral health needs of students and develop therapy goals and objectives for implementation through an individual therapy plan; provide supervision, consultation, and technical assistance to pre-licensed Behavioral Health Counselors. This position can provide both direct services and lead the project. The clinician will be able to leverage from FCSS existing All 4 Youth school-based clinicians at these school sites for any additional clinical support (assessment, evaluation) and/or treatment.

V. SERVICE LOCATIONS

While services will mainly be relegated to the service locations identified below, services can be arranged by CONTRACTOR(S) and families to be receive in the home, school, or other community space as agree upon by all Parties. Any referrals where the children are not linked to these piloted schools will be referred/linked to resources in the community for behavioral health services.

Targeted Schools and service locations:

1. Del Mar Elementary – 4122 N. Del Mar AVE. Fresno, CA 93704
2. Lowell Elementary – 171 N. Poplar AVE. Fresno, CA 93701
3. Pyle Elementary – 4140 Augusta ST. Fresno, CA. 93726
4. Heaton Elementary – 1533 N. San Pablo AVE. Fresno, CA. 93728

Parent Café service locations:

1. Resiliency Center – 3845 N. Clark ST. Suite 201. Fresno CA. 93726
2. Resiliency Center – 905 N. Fulton ST. Fresno, CA. 93728

VI. SERVICE START DATE

Ramp-Up Period – Up to 30 days upon contract execution date

- CONTRACTOR(S) to secure and/or develop space and recruit and hire staff (including orientation, training, and any necessary onboarding protocols).

Phase 1 – Upon contract execution date to June 30, 2022

- CONTRACTOR(S) to begin direct services, including, but not limited to; screening calls, making referrals, notification of schools, screening of students, parent engagement, and facilitation of the Parent Café.
- Lowell Elementary and Heaton Elementary to begin participation.
- CONTRACTOR(S) to assist evaluators with the evaluation process, including participation in meetings, services and data collection, and evaluation coordination.

Phase 2 – July 1, 2022 to June 30, 2024 (2 Fiscal Years)

- Program direct services and project evaluation supports to continue.
- Del Mar Elementary and Pyle Elementary to begin participation.
- Resiliency Center will develop a second Parent Café site in the community around the two new schools to increase accessibility of support services.

Transition Plan Phase – April 1, 2024 to June 30, 2024

- DBH, FCSS, and Resiliency Center will collaborate to develop a transition plan for the project, as well as working with evaluators in developing a final report.

VII. CULTURAL COMPETENCY

A. CONTRACTOR(S) shall provide the following as it relates to cultural competency services:

1. CONTRACTOR(S) shall recruit and hire staff that have demonstrated experience working with Fresno's diverse communities and to reflect the population of the

- projects targeted schools and other underserved and inappropriately served populations and have knowledge about the culture of these targeted groups as well as other diverse communities.
2. CONTRACTOR(S)'s staff shall attend annual trainings on cultural competency, awareness, and diversity as provided by CONTRACTOR(S). CONTRACTOR(S)'s staff shall be appropriately trained in providing services in a culturally responsive or appropriate manner.
 3. CONTRACTOR(S)'s staff shall attend civil rights training as provided by CONTRACTOR(S).
 4. CONTRACTOR(S) are recommended to hire bilingual staff, whom are at a minimum, competent in Spanish and Hmong as these are the identified threshold languages in Fresno County.
 5. CONTRACTOR(S) shall secure the services of trained translators/interpreters as may be necessary. Translators/interpreters may prove invaluable for languages such as Cambodian, Russian, Arabic, Armenian, Punjabi, and others. Translators/interpreters shall be appropriately trained in providing services in a culturally sensitive manner.
 6. CONTRACTOR(S) shall train staff on best practice for utilizing interpreters to ensure effective communication with monolingual consumers and families to assist in the delivery of culturally/linguistically appropriate services.
 7. CONTRACTOR(S) shall provide services by placing importance on traditional values, beliefs, and family histories. Cultural values and traditions offer special strengths in treating clients and this should help guide health care messages and wellness and recovery plans.
 8. CONTRACTOR(S) shall provide services within the most relevant and meaningful cultural, gender-sensitive, and age-appropriate context for the target population.
 9. CONTRACTOR(S) shall develop plans to continually engage targeted populations.
 10. CONTRACTOR(S) shall distribute literature/informational brochures in the County's current threshold languages and request feedback as to how access to care could be improved for these culturally diverse communities.
 11. CONTRACTOR(S) shall conduct an annual cultural competency self-assessment and provide the results of said self-assessment to the COUNTY. The annual cultural competency self-assessment instruments shall be reviewed by the COUNTY and revised as necessary to meet the approval of the COUNTY. The CONTRACTOR(S) can create their own cultural competency self-assessment tools or utilize instruments to be provided by COUNTY.
 12. CONTRACTOR(S) shall provide services for the project's pilot areas, the community and home as needed, to increase the frequency of clients obtaining needed services as some children/families are reluctant to seek services at school sites.

13. CONTRACTOR(S) shall promote system of care accountability for performance outcomes which enable children and their families to live independently, work, maintain community supports, stay in good health, and avoid substance abuse and incarceration.
14. CONTRACTOR(S) shall provide family support and the creation of family partnerships utilizing peer support for families and parenting support.
15. CONTRACTOR(S) shall use culturally specific multidisciplinary treatment teams responsible for assuring and providing needed services.
16. CONTRACTOR(S) shall provide Parent Café in the preferred language of the participant client/families using interpreters if needed.
17. CONTRACTOR(S)'s staff will be trained to keep an open mind and maintain non-judgmental interaction with clients/families.
18. CONTRACTOR(S)'s hiring and contracting practices shall be based on local data and reflect the needs of the population to be served.
19. CONTRACTOR(S) shall attend the COUNTY's Cultural Humility Committee monthly meetings, maintain its own cultural competence oversight committee, and develop a cultural competency plan to address and evaluate cultural competency issues.
20. COUNTY shall provide technical assistance and demographic data to CONTRACTOR(S) in relation to cultural competency planning.

VIII. COUNTY RESPONSIBILITIES

A. COUNTY shall:

1. Provide oversight, through its DBH Director, or designee, and collaborate with CONTRACTOR(S) 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 State Department of Health Care Services in regard to program administration and outcomes.
2. Assist the CONTRACTOR(S) in making linkages with the total mental health system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
3. Participate in evaluating the progress of the overall program and the efficiency of collaboration with CONTRACTOR(S)'s staff and will be available to the CONTRACTOR(S) for ongoing consultation.
4. Gather outcome information from CONTRACTOR(S) throughout each term of this Agreement. COUNTY DBH staff shall notify the CONTRACTOR(S) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.

5. Assist the CONTRACTOR(S)'s efforts towards cultural and linguistic competency by providing the following to CONTRACTOR(S):
 - a. Technical assistance and training regarding cultural competency requirements.
 - b. Mandatory cultural competency training for CONTRACTOR(S) personnel, at minimum once per year.
 - c. Technical assistance for translating information into COUNTY's threshold languages (Spanish and Hmong). Translation services and costs associated will be the responsibility of the CONTRACTOR(S).

IX. REPORTING REQUIREMENTS AND PERFORMANCE OUTCOMES MONITORING

This collaboration is a Mental Health Services Act (MHSA) Innovations funded project and throughout the process of services, CONTRACTOR(S) will provide regular updates to DBH summarizing how the goals and objectives are being met through the provision of services.

During the term of this Agreement, additional data collection opportunities may be identified and implemented to support the MHSA Innovation research aspects of the Handle with Care Plus program.

DBH and CONTRACTOR(S) will review additional outcomes, MHSA INN requirements and CARF standards to establish and further agreed upon outcomes to be tracked. CONTRACTOR(S) will actively collaborate with DBH and a third-party consultant to develop and refine data collection and reporting processes to ensure compliance with MHSA Innovation Plan requirements.

CONTRACTOR(S) shall submit measurable outcomes on an annual basis, as identified in the Departments Policy and Procedure Guide (PPG) 1.2.7 Performance Outcomes Measures, attached hereto, and referenced herein as Exhibit B-1. Performance outcomes measures must be approved by the Department and satisfy all State and local mandates. The Department will provide technical assistance and support in defining measurable outcomes. All performance indicators will reflect the four domains identified by the Commission Accreditation of Rehabilitation Facilities (CARF). The domains are Effectiveness, Efficiency, Access, and Satisfaction. These are defined and listed below.

The Fresno County Department of Behavioral Health collects data about the characteristics of the persons served and measures service delivery performance indicators in each of the following CARF Domains: At minimum, one performance indicator will be identified for each of the four CARF domains listed below.

1. **Effectiveness:** A performance dimension that assesses the degree to which an intervention or services have achieved the desired outcome/result/quality of care through measuring change over time. The results achieved and outcomes observed are for persons served.

Examples of indicators include: Persons get a job with benefits, or receive supports needed to live in the community, increased function, activities, or participation, and improvement of health, employment/earnings, or plan of care goal attainment.

2. **Efficiency:** Relationship between results and resources used, such as time, money, and staff. The demonstration of the relationship between results and the resources used to achieve them. A performance dimension addressing the relationship between the outputs/results and the resources used to deliver the service.

Examples of indicators include: Direct staff cost per person served, amount of time it takes to achieve an outcome, gain in scores per days of service, service hours per person achieving some positive outcome, total budget (actual cost) per person served, length of stay and direct service hours of clinical and medical staff.

3. **Access:** Organizations' capacity to provide services of those who desire or need services. Barriers or lack thereof for persons obtaining services. The ability of clients to receive the right service at the right time. A performance dimension addressing the degree to which a person needing services is able to access those services.

Examples of indicators include: Timeliness of program entry (From 1st request for service to 1st service), ongoing wait times/wait lists, minimizing barriers to getting services, and no-show/cancellation rates.

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

Examples of indicators include: opinion of persons served or other key stakeholders in regard to access, process, or outcome of services received, Consumer and/or Treatment Perception Survey. Providers can develop their respective satisfaction survey for distribution which will require County approval.

A. Data Collection

1. Data collection and evaluation methods may include, but are not limited to, staff, participant, and family interviews; and case file reviews.
2. CONTRACTOR(S) shall also conduct consumer satisfaction surveys to see if there is a strong correlation of the efficacy of the evidence-based program with specific ethnicities and languages as well as to identify gaps in meeting cultural needs of clients/families, if any.
3. CONTRACTOR(S) shall ensure all program clients/families participate in the semi-annual State Consumer Perception Survey (CPS). CPS surveys will be distributed to all clients/families to fill out and return to CONTRACTOR(S).
4. CONTRACTOR(S) shall collect data regarding the ethnicity and language of each client/family receiving services as well as directing staff to follow-up with the culturally diverse clients/families for suggestions on how to improve the programs and also how to help make the programs more culturally relevant according to MHSA INN regulations.

5. CONTRACTOR(S) shall maintain all client data in permanent electronic case records. CONTRACTOR(S) shall have established policies and procedures for data collection and client confidentiality.

B. Performance Goals

CONTRACTOR(S)'s performance shall also be evaluated according to its scope of work goals and effectiveness indicators listed below and any further agreed upon outcomes to be tracked and reported throughout this Innovation project.

CONTRACTOR(S) shall be evaluated on by COUNTY DBH utilizing the following performance outcomes:

<u>Effectiveness:</u>	
<u>Goal/Objective:</u>	Children and families will have their needs identified and linked to appropriate services.
<u>Outcome:</u>	Children and families will be screened to identify needs.
<u>Measure:</u>	Screening tool (For example: ACE's, PSC-35, ASQ-3, and PEARLS).
<u>Efficiency:</u>	
<u>Goal/Objective:</u>	When the Triage Team receives the notification from the Resiliency Center, they will identify the school that the child attends and immediately send the school a Handle with Care notice.
<u>Outcome:</u>	Schools will receive a Handle with Care notice from FCSS for identified youth/family.
<u>Measure:</u>	The number of Handle with Care notices given to the identified two schools in year one of the innovation project. The number of Handle with Care notices given to the identified four schools in subsequent years of the innovation project.
<u>Access:</u>	
<u>Goal/Objective:</u>	Engage children and/or families into clinical services or link to care after receiving education from the Handle with Care staff member.
<u>Outcome:</u>	Engage children and/or families into clinical services or link to care after receiving education from the Handle with Care staff

	member.
<u>Measure:</u>	Engage children and/or families into clinical services or link to care after receiving education from the Handle with Care staff member.
<u>Satisfaction:</u>	
<u>Objective:</u>	School and family will be satisfied with Handle with Care staff engagement.
<u>Outcome:</u>	School and families will report satisfaction with engagement, linkage, resources, and clinical care.
<u>Measure:</u>	Handle with Care Satisfaction Surveys.

C. Reports

1. CONTRACTOR(S) shall prepare an evaluation report annually and submit to the COUNTY's DBH and make said reports available to partnering and interested local agencies and organizations such as the project collaborators, other community agencies and mental health treatment providers. Each annual evaluation report will comply with all State regulations regarding State Performance Outcomes measurement requirements, including MHSA Innovations regulations, and participate in the outcomes measurement process as required by DBH. General performance outcomes reporting contains the following information: demographics of the target population served, services provided to each participant, number of hospitalization, enrollment in school, results of data analysis compared to planned process, output and outcome measures, barriers to program implementation and measures taken to overcome those barriers, accomplishments of program participants, lessons learned, and the final result of any and all satisfactory survey(s).
2. CONTRACTOR(S) shall be expected to comply with all contract monitoring and compliance protocols, procedures, data collection methods, and reporting requirements conducted by the COUNTY.
3. Additional reports/outcomes may also be requested by the COUNTY's Department of Behavioral Health, based on among other things, identification of client/family specific needs as well as State required reports/outcomes as needed.



Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

Section: Administration**Effective Date: 05/30/2017****Revised Date: 05/30/2017****Policy Title: Performance Outcome Measures**

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

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

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

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

DHCS Service, Administrative and Operational Requirements

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

Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

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

MISSION STATEMENT

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

Template Review Date 3/28/16



Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

PROCEDURE:

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



Department of Behavioral Health Policy and Procedure Guide

Section: Administration

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)

FRESNO COUNTY MENTAL HEALTH PLAN

OUTCOMES REPORT- Attachment A

PROGRAM INFORMATION:

Program Title: Click here to enter text.
Program Description: Click here to enter text.

Provider: Click here to enter text.
MHP Work Plan: Choose an item.
 Choose an item.
 Choose an item.

Age Group Served 1: ADULT
Age Group Served 2: Choose an item.
Funding Source 1: Choose an item.
Funding Source 2: Choose an item.

Dates Of Operation: Click here to enter text.
Reporting Period: Choose an item.
Funding Source 3: Choose an item.
Other Funding: Click here to enter text.

FISCAL INFORMATION:

Program Budget Amount: Click here to enter text.
Number of Unique Clients Served During Time Period: 0
Number of Services Rendered During Time Period: Click here to enter text.
Actual Cost Per Client: 0

Program Actual Amount: 0

CONTRACT INFORMATION:

Program Type:
Contract Term: Click here to enter text.

Type of Program:
For Other: Click here to enter text.
Renewal Date: Click here to enter text.

Level of Care Information Age 18 & Over: Choose an item.

Level of Care Information Age 0- 17: Choose an item.

TARGET POPULATION INFORMATION:

Target Population: Click here to enter text.

FRESNO COUNTY MENTAL HEALTH PLAN

OUTCOMES REPORT- Attachment A

CORE CONCEPTS:

- **Community collaboration:** individuals, families, agencies, and businesses work together to accomplish a shared vision.
- **Cultural competence:** adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
- **Individual/Family-Driven, Wellness/Recovery/Resiliency-Focused Services:** adult clients and families of children and youth identify needs and preferences that result in the most effective services and supports.
- **Access to underserved communities:** Historically unserved and underserved communities are those groups that either have documented low levels of access and/or use of mental health services, face barriers to participation in the policy making process in public mental health, have low rates of insurance coverage for mental health care, and/or have been identified as priorities for mental health services.
- **Integrated service experiences:** services for clients and families are seamless. Clients and families do not have to negotiate with multiple agencies and funding sources to meet their needs.

Please select core concepts embedded in services/ program:

(May select more than one)

Choose an item.

Choose an item.

Choose an item.

Choose an item.

Please describe how the selected concept (s) embedded :

Click here to enter text.

PROGRAM OUTCOME & GOALS

- **Must include each of these areas/domains:** (1) Effectiveness, (2) Efficiency, (3) Access, (4) Satisfaction & Feedback Of Persons Served & Stakeholder
- **Include the following components for documenting each goal:** (1) Indicator, (2) Who Applied, (3) Time of Measure, (4) Data Source, (5) Target Goal Expectancy

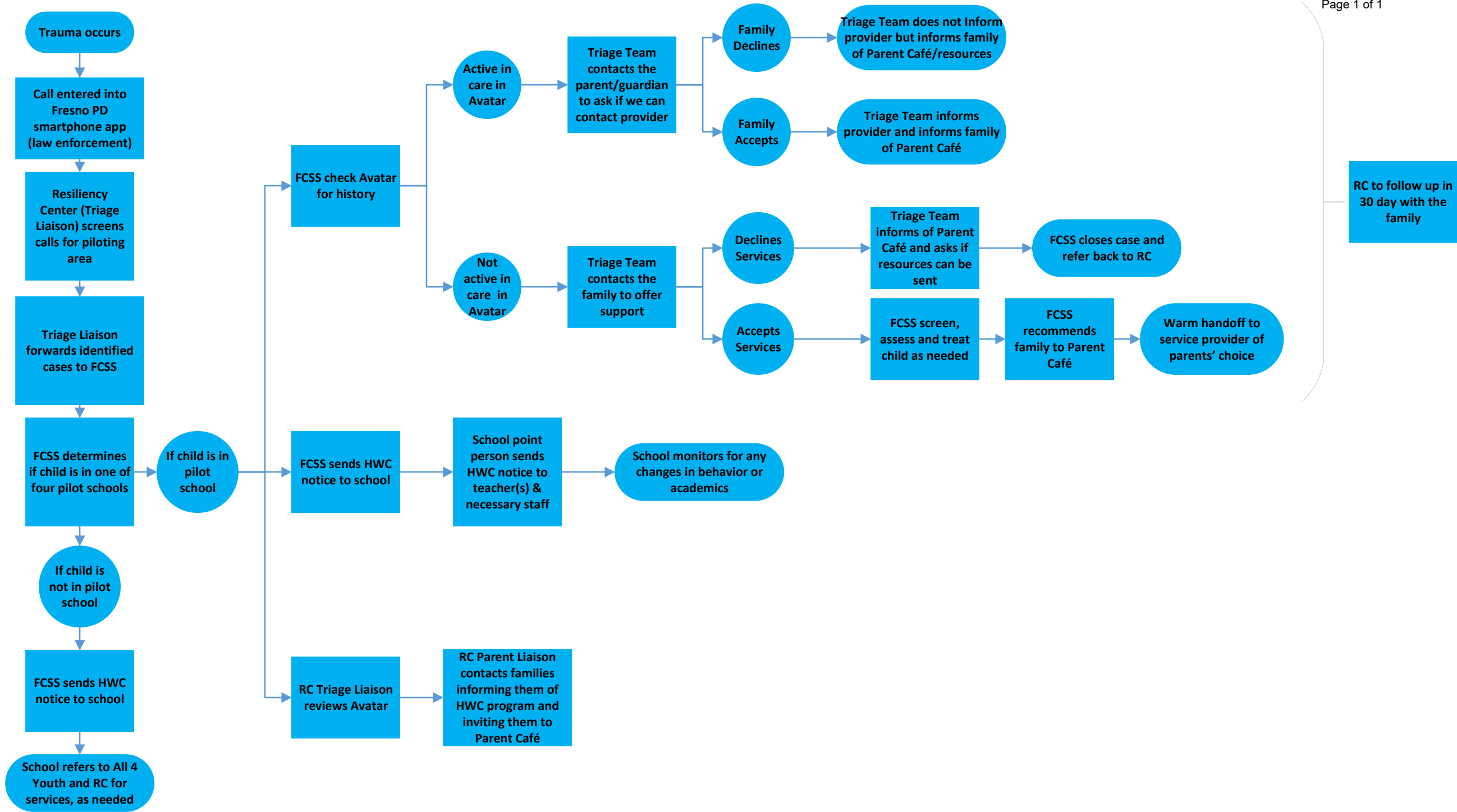
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DEPARTMENT RECOMMENDATION(S):

Click here to enter text.

FRESNO COUNTY MENTAL HEALTH PLAN**Outcomes Analysis****Attachment C****Name of Program:**[Click here to enter text.](#)**What is the Program/Contract Goals?**[Click here to enter text.](#)**Program Type:** _____**Type of Program:** [Other, please specify below](#)**Other:** [Click here to enter text.](#)**CLINICAL INFORMATION:****Does the Program Utilize Any of the Following?** *(May select more than one)*[Evidence Informed Practice](#)[Best Practice](#)[Evidence Based Practice](#)**Other:** [Click here to enter text.](#)**Please Describe:** [Click here to enter text.](#)**OUTCOMES****What Outcome Measures Are Being Used?** [Click here to enter text.](#)**What Outcome Measures/Functional Variables Could Be Added to Better Explain the Program's Effectiveness?** [Click here to enter text.](#)**Describe the Program's [analysis](#) (i.e. have the program/contract goals been met? Number served, waiting list, wait times, budget to volume, etc.):** [Click here to enter text.](#)**What Barriers Prevent the Program from Achieving Better Outcomes?** [Click here to enter text.](#)**What Changes to the Program Would You Recommend to Improve the outcomes ?** [Click here to enter text.](#)**For Committee Use Only:****Recommendations:** [do include a conclusion and a to-do list with action items](#)[Click here to enter text.](#)

Handle with Care Plus Flowchart



Handle with Care Plus
The Fresno Resiliency Center
Fiscal Year 2021-22

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Associate Marriage & Family Therapist	0.80	\$ -	\$ 41,600	\$ 41,600
1102	Triage Liaison / Case Manager	0.80	-	36,608	36,608
1103	Parent Peer / Liaison	0.68	-	30,888	30,888
1104	Peer Support Specialist II	1.00	4,992	33,280	38,272
1105			-	-	-
1106			-	-	-
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
Personnel Salaries Subtotal		3.28	\$ 4,992	\$ 142,376	\$ 147,368
Employee Benefits					
Acct #	Description		Admin	Direct	Total
1101	Retirement		\$ -	\$ -	\$ -
1102	Worker's Compensation		-	-	-
1103	Health Insurance		-	-	-
1104	Other (specify)		-	-	-
1105	Other (specify)		-	-	-
1106	Other (specify)		-	-	-
Employee Benefits Subtotal:			\$ -	\$ -	\$ -
Employee Benefits %:				\$ -	
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1201	OASDI		\$ -	\$ -	\$ -
1202	FICA/MEDICARE		-	10,892	10,892
1203	SUI		-	3,702	3,702
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 14,594	\$ 14,594
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ 4,992	\$ 156,970	\$ 161,962

2000: CLIENT SUPPORT

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

3000: OPERATING EXPENSES

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

4000: FACILITIES & EQUIPMENT

Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	5,403
4003	Rent/Lease Equipment	1,267
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	325
4007	Other (specify)	Tables and Chairs
4008	Other (specify)	Industrial Coffee Grinders
4009	Other (specify)	Signage and Menu Board
4010	Other (specify)	Supplies, Glassware, Register
FACILITIES/EQUIPMENT TOTAL:		\$ 6,995

5000: SPECIAL EXPENSES

Acct #	Line Item Description	Amount
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5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	1,344
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Parent Café	11,500
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
SPECIAL EXPENSES TOTAL:		\$ 12,844

6000: ADMINISTRATIVE EXPENSES

Acct #	Line Item Description	Amount
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 for Program Purposes)	-
6008	Other (specify)	-
6009	Other (specify)	-
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ -

7000: FIXED ASSETS

Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES \$ 181,801**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	-	-
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		181,801
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 181,801

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other Revenue 1	-
8405	Other Revenue 2	-
OTHER REVENUE TOTAL		\$ -

TOTAL PROGRAM FUNDING SOURCES:	\$ 181,801
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NET PROGRAM COST:	\$ -
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Handle with Care Plus
The Fresno Resiliency Center
Fiscal Year 2021-22 Budget Narrative

ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS		161,962	
Employee Salaries		147,368	
1101	Associate Marriage & Family Therapist	41,600	Provide counseling & associated documentation in a 32 hr work week
1102	Triage Liaison / Case Manager	36,608	Assist children and families exposed to trauma
1103	Parent Peer / Liaison	30,888	Provide parent training on associated trauma topics
1104	Peer Support Specialist II	38,272	Working with FCSS Clinician
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
1116	0	-	
1117	0	-	
1118	0	-	
1119	0	-	
1120	0	-	
Employee Benefits		-	
1101	Retirement	-	
1102	Worker's Compensation	-	
1103	Health Insurance	-	
1104	Other (specify)	-	
1105	Other (specify)	-	
1106	Other (specify)	-	
Payroll Taxes & Expenses:		14,594	
1201	OASDI	-	
1202	FICA/MEDICARE	10,892	
1203	SUI	3,702	
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
2000: CLIENT SUPPORT		-	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (specify)	-	
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	
3000: OPERATING EXPENSES		-	
3001	Telecommunications	-	
3002	Printing/Postage	-	
3003	Office, Household & Program Supplies	-	

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	3004	Advertising	-	
	3005	Staff Development & Training	-	
	3006	Staff Mileage	-	
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Other (specify)	-	
	3010	Other (specify)	-	
	3011	Other (specify)	-	
	3012	Other (specify)	-	

4000: FACILITIES & EQUIPMENT			6,995	
	4001	Building Maintenance	-	
	4002	Rent/Lease Building	5,403	25% of rent for location in Tower district
	4003	Rent/Lease Equipment	1,267	Leasing 2 computers tied to Police Department data
	4004	Rent/Lease Vehicles	-	
	4005	Security	-	
	4006	Utilities	325	less than 8% of utilities expense for location in Tower district
	4007	Other (specify)	-	
	4008	Other (specify)	-	
	4009	Other (specify)	-	
	4010	Other (specify)	-	

5000: SPECIAL EXPENSES			12,844	
	5001	Consultant (Network & Data Management)	-	
	5002	HMIS (Health Management Information System)	1,344	Avatar expense for two Case Managers/Clinicians
	5003	Contractual/Consulting Services (Specify)	-	
	5004	Translation Services	-	
	5005	Parent Café	11,500	8.5 % of rent/utilities, etc. at Clark St. location, materials, printing, guest speakers, childcare, food, incentives, supplies, training
	5006	Other (specify)	-	
	5007	Other (specify)	-	
	5008	Other (specify)	-	

6000: ADMINISTRATIVE EXPENSES			-	
	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 for Program Purposes)	-	
	6008	Other (specify)	-	
	6009	Other (specify)	-	
	6010	Other (specify)	-	
	6011	Other (specify)	-	
	6012	Other (specify)	-	

7000: FIXED ASSETS			-	
	7001	Computer Equipment & Software	-	
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-	
	7003	Furniture & Fixtures	-	
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (specify)	-	
	7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 181,801

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 181,801

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Handle with Care Plus
The Fresno Resiliency Center
Fiscal Year 2022-23

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Associate Marriage & Family Therapist	0.80	\$ -	\$ 41,600	\$ 41,600
1102	Triage Liaison / Case Manager	0.80	-	36,608	36,608
1103	Parent Peer / Liaison	0.68	-	30,888	30,888
1104	Peer Support Specialist II	1.00	4,992	33,280	38,272
1105			-	-	-
1106			-	-	-
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
Personnel Salaries Subtotal		3.28	\$ 4,992	\$ 142,376	\$ 147,368
Employee Benefits					
Acct #	Description		Admin	Direct	Total
1101	Retirement		\$ -	\$ -	\$ -
1102	Worker's Compensation		-	-	-
1103	Health Insurance		-	-	-
1104	Other (Specify)		-	-	-
1105	Other (Specify)		-	-	-
1106	Other (Specify)		-	-	-
Employee Benefits Subtotal:			\$ -	\$ -	\$ -
Employee Benefits %:					0
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1201	OASDI		\$ -	\$ -	\$ -
1202	FICA/MEDICARE		-	10,892	10,892
1203	SUI		-	3,702	3,702
1204	Other (Specify)		-	-	-
1205	Other (Specify)		-	-	-
1206	Other (Specify)		-	-	-
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 14,594	\$ 14,594
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ 4,992	\$ 156,970	\$ 161,962

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

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

4000: FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	5,403
4003	Rent/Lease Equipment	1,267
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	325
4007	Other (Specify)	-
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
FACILITIES/EQUIPMENT TOTAL:		\$ 6,995

5000: SPECIAL EXPENSES		
Acct #	Line Item Description	Amount

5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	1,344
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Parent Café	16,891
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
SPECIAL EXPENSES TOTAL:		\$ 18,235

6000: ADMINISTRATIVE EXPENSES

Acct #	Line Item Description	Amount
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 for Program Purposes)	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ -

7000: FIXED ASSETS

Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (Specify)	-
7008	Other (Specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES \$ 187,192**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	-	-
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		187,192
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 187,192

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 187,192
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NET PROGRAM COST:	\$ -
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Handle with Care Plus
The Fresno Resiliency Center
Fiscal Year 2022-23 Budget Narrative

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS			161,962	
Employee Salaries			147,368	
	1101	Associate Marriage & Family Therapist	41,600	Provide counseling & associated documentation in a 32 hr work week
	1102	Triage Liaison / Case Manager	36,608	Assist children and families exposed to trauma
	1103	Parent Peer / Liaison	30,888	Provide parent training on associated trauma topics
	1104	Peer Support Specialist II	38,272	Working with FCSS Clinician
	1105	0	-	
	1106	0	-	
	1107	0	-	
	1108	0	-	
	1109	0	-	
	1110	0	-	
	1111	0	-	
	1112	0	-	
	1113	0	-	
	1114	0	-	
	1115	0	-	
	1116	0	-	
	1117	0	-	
	1118	0	-	
	1119	0	-	
	1120	0	-	
Employee Benefits			-	
	1101	Retirement	-	
	1102	Worker's Compensation	-	
	1103	Health Insurance	-	
	1104	Other (Specify)	-	
	1105	Other (Specify)	-	
	1106	Other (Specify)	-	
Payroll Taxes & Expenses:			14,594	
	1201	OASDI	-	
	1202	FICA/MEDICARE	10,892	
	1203	SUI	3,702	
	1204	Other (Specify)	-	
	1205	Other (Specify)	-	
	1206	Other (Specify)	-	
2000: CLIENT SUPPORT			-	
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	-	
	2010	Utility Vouchers	-	
	2011	Other (Specify)	-	
	2012	Other (Specify)	-	
	2013	Other (Specify)	-	
	2014	Other (Specify)	-	
	2015	Other (Specify)	-	
	2016	Other (Specify)	-	
3000: OPERATING EXPENSES			-	
	3001	Telecommunications	-	
	3002	Printing/Postage	-	
	3003	Office, Household & Program Supplies	-	

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	3004	Advertising	-	
	3005	Staff Development & Training	-	
	3006	Staff Mileage	-	
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Other (Specify)	-	
	3010	Other (Specify)	-	
	3011	Other (Specify)	-	
	3012	Other (Specify)	-	

4000: FACILITIES & EQUIPMENT		6,995		
	4001	Building Maintenance	-	
	4002	Rent/Lease Building	5,403	25% of rent for location in Tower district
	4003	Rent/Lease Equipment	1,267	Leasing 2 computers tied to Police Department data
	4004	Rent/Lease Vehicles	-	
	4005	Security	-	
	4006	Utilities	325	less than 8% of utilities expense for location in Tower district
	4007	Other (Specify)	-	
	4008	Other (Specify)	-	
	4009	Other (Specify)	-	
	4010	Other (Specify)	-	

5000: SPECIAL EXPENSES		18,235		
	5001	Consultant (Network & Data Management)	-	
	5002	HMIS (Health Management Information System)	1,344	Avatar expense for two Case Managers/Clinicians
	5003	Contractual/Consulting Services (Specify)	-	
	5004	Translation Services	-	
	5005	Parent Café	16,891	8.5% of rent/utilities etc. at Clark St. location, materials, printing, guest speakers, childcare, food, incentives, supplies, training
	5006	Other (Specify)	-	
	5007	Other (Specify)	-	
	5008	Other (Specify)	-	

6000: ADMINISTRATIVE EXPENSES		-		
	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 for Program Purposes)	-	
	6008	Other (Specify)	-	
	6009	Other (Specify)	-	
	6010	Other (Specify)	-	
	6011	Other (Specify)	-	
	6012	Other (Specify)	-	

7000: FIXED ASSETS		-		
	7001	Computer Equipment & Software	-	
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-	
	7003	Furniture & Fixtures	-	
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (Specify)	-	
	7008	Other (Specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 187,192

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 187,192

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Handle with Care Plus
The Fresno Resiliency Center
Fiscal Year 2023-24

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Associate Marriage & Family Therapist	0.80	\$ -	\$ 41,600	\$ 41,600
1102	Triage Liaison / Case Manager	0.80	-	36,608	36,608
1103	Parent Peer / Liaison	0.68	-	30,888	30,888
1104	Peer Support Specialist II	1.00	4,992	33,280	38,272
1105			-	-	-
1106			-	-	-
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
Personnel Salaries Subtotal		3.28	\$ 4,992	\$ 142,376	\$ 147,368
Employee Benefits					
Acct #	Description		Admin	Direct	Total
1101	Retirement		\$ -	\$ -	\$ -
1102	Worker's Compensation		-	-	-
1103	Health Insurance		-	-	-
1104	Other (Specify)		-	-	-
1105	Other (Specify)		-	-	-
1106	Other (Specify)		-	-	-
Employee Benefits Subtotal:			\$ -	\$ -	\$ -
Employee Benefits %:					0
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1201	OASDI		\$ -	\$ -	\$ -
1202	FICA/MEDICARE		-	10,892	10,892
1203	SUI		-	3,702	3,702
1204	Other (Specify)		-	-	-
1205	Other (Specify)		-	-	-
1206	Other (Specify)		-	-	-
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 14,594	\$ 14,594
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ 4,992	\$ 156,970	\$ 161,962

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

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

4000: FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	5,403
4003	Rent/Lease Equipment	1,266
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	325
4007	Other (Specify)	-
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
FACILITIES/EQUIPMENT TOTAL:		\$ 6,994

5000: SPECIAL EXPENSES		
Acct #	Line Item Description	Amount

5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	1,344
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Parent Café	16,891
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
SPECIAL EXPENSES TOTAL:		\$ 18,235

6000: ADMINISTRATIVE EXPENSES

Acct #	Line Item Description	Amount
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 for Program Purposes)	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ -

7000: FIXED ASSETS

Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (Specify)	-
7008	Other (Specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES \$ 187,191**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	-	-
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		187,191
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 187,191

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 187,191
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NET PROGRAM COST:	\$ -
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Handle with Care Plus
The Fresno Resiliency Center
Fiscal Year 2023-24 Budget Narrative

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS			161,962	
Employee Salaries			147,368	
	1101	Associate Marriage & Family Therapist	41,600	Provide counseling & associated documentation in a 32 hr work week
	1102	Triage Liaison / Case Manager	36,608	Assist children and families exposed to trauma
	1103	Parent Peer / Liaison	30,888	Provide parent training on associated trauma topics
	1104	Peer Support Specialist II	38,272	Work with FCSS Clinician
	1105	0	-	
	1106	0	-	
	1107	0	-	
	1108	0	-	
	1109	0	-	
	1110	0	-	
	1111	0	-	
	1112	0	-	
	1113	0	-	
	1114	0	-	
	1115	0	-	
	1116	0	-	
	1117	0	-	
	1118	0	-	
	1119	0	-	
	1120	0	-	
Employee Benefits			-	
	1101	Retirement	-	
	1102	Worker's Compensation	-	
	1103	Health Insurance	-	
	1104	Other (Specify)	-	
	1105	Other (Specify)	-	
	1106	Other (Specify)	-	
Payroll Taxes & Expenses:			14,594	
	1201	OASDI	-	
	1202	FICA/MEDICARE	10,892	
	1203	SUI	3,702	
	1204	Other (Specify)	-	
	1205	Other (Specify)	-	
	1206	Other (Specify)	-	
2000: CLIENT SUPPORT			-	
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	-	
	2010	Utility Vouchers	-	
	2011	Other (Specify)	-	
	2012	Other (Specify)	-	
	2013	Other (Specify)	-	
	2014	Other (Specify)	-	
	2015	Other (Specify)	-	
	2016	Other (Specify)	-	
3000: OPERATING EXPENSES			-	
	3001	Telecommunications	-	
	3002	Printing/Postage	-	
	3003	Office, Household & Program Supplies	-	

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	3004	Advertising	-	
	3005	Staff Development & Training	-	
	3006	Staff Mileage	-	
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Other (Specify)	-	
	3010	Other (Specify)	-	
	3011	Other (Specify)	-	
	3012	Other (Specify)	-	

4000: FACILITIES & EQUIPMENT			6,994	
	4001	Building Maintenance	-	
	4002	Rent/Lease Building	5,403	25% of rent for location in Tower district
	4003	Rent/Lease Equipment	1,266	Leasing 2 computers tied to Police Department data
	4004	Rent/Lease Vehicles	-	
	4005	Security	-	
	4006	Utilities	325	less than 8% of utilities expense for location in Tower district
	4007	Other (Specify)	-	
	4008	Other (Specify)	-	
	4009	Other (Specify)	-	
	4010	Other (Specify)	-	

5000: SPECIAL EXPENSES			18,235	
	5001	Consultant (Network & Data Management)	-	
	5002	HMIS (Health Management Information System)	1,344	Avatar expense for two Case Managers/Clinicians
	5003	Contractual/Consulting Services (Specify)	-	
	5004	Translation Services	-	
	5005	Parent Café	16,891	8.5% of rent/utilities, etc. for Clark St. location, materials, printing, guest speakers, childcare, food, incentives, supplies, training
	5006	Other (Specify)	-	
	5007	Other (Specify)	-	
	5008	Other (Specify)	-	

6000: ADMINISTRATIVE EXPENSES			-	
	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 for Program Purposes)	-	
	6008	Other (Specify)	-	
	6009	Other (Specify)	-	
	6010	Other (Specify)	-	
	6011	Other (Specify)	-	
	6012	Other (Specify)	-	

7000: FIXED ASSETS			-	
	7001	Computer Equipment & Software	-	
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-	
	7003	Furniture & Fixtures	-	
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (Specify)	-	
	7008	Other (Specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 187,191

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 187,191

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Handle With Care Plus
Fresno County Superintendent of Schools
Fiscal Year 2021-22

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Bilingual Behavioral Health Clinician II	1.00	\$ -	\$ 94,841	\$ 94,841
1102					-
1103			-	-	-
1104			-	-	-
1105			-	-	-
1106			-	-	-
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
Personnel Salaries Subtotal		1.00	\$ -	\$ 94,841	\$ 94,841
Employee Benefits					
Acct #	Description		Admin	Direct	Total
1101	Retirement		\$ -	\$ 21,529	\$ 21,529
1102	Worker's Compensation		-	1,963	1,963
1103	Health Insurance		-	14,500	14,500
1104	Other (specify)		-	-	-
1105	Other (specify)		-	-	-
1106	Other (specify)		-	-	-
Employee Benefits Subtotal:			\$ -	\$ 37,992	\$ 37,992
Employee Benefits %:					\$ 0.37
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1201	OASDI		\$ -		\$ -
1202	FICA/MEDICARE		-	7,255	7,255
1203	SUI		-	47	47
1204	Other (specify)		-		-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 7,303	\$ 7,303
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ -	\$ 140,136	\$ 140,136

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

3000: OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	1,000
3004	Advertising	-
3005	Staff Development & Training	-
3006	Staff Mileage	3,000
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Professional Services	936
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
OPERATING EXPENSES TOTAL:		\$ 4,936

4000: FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
FACILITIES/EQUIPMENT TOTAL:		\$ -

5000: SPECIAL EXPENSES		
Acct #	Line Item Description	Amount

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

6000: ADMINISTRATIVE EXPENSES

Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 12,071
6002	Professional Liability Insurance	95
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Other (specify)	-
6009	Other (specify)	-
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ 12,166

7000: FIXED ASSETS

Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 2,500
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 2,500

TOTAL PROGRAM EXPENSES \$ 159,738**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	-	-
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		159,738
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 159,738

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other Revenue 1	-
8405	Other Revenue 2	-
OTHER REVENUE TOTAL		\$ -

TOTAL PROGRAM FUNDING SOURCES:	\$ 159,738
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NET PROGRAM COST:	\$ (0)
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Handle With Care Plus
Fresno County Superintendent of Schools
Fiscal Year 2021-22 Budget Narrative

ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS		140,136	
Employee Salaries		94,841	
1101	Bilingual Behavioral Health Clinician II	94,841	Position will lead the project and provide direct behavioral health services to student and families within Fresno County; provide assessment and assistance with the goal of facilitating and promoting appropriate behavioral health and person personal growth.
1102	0	-	
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
1116	0	-	
1117	0	-	
1118	0	-	
1119	0	-	
1120	0	-	
Employee Benefits		37,992	
1101	Retirement	21,529	Employee Benefits will be paid in a like manner as other employees of FCSS
1102	Worker's Compensation	1,963	
1103	Health Insurance	14,500	
1104	Other (specify)	-	
1105	Other (specify)	-	
1106	Other (specify)	-	
Payroll Taxes & Expenses:		7,303	
1201	OASDI	-	Payroll Taxes will be paid in a like manner as other employees of FCSS
1202	FICA/MEDICARE	7,255	
1203	SUI	47	
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
2000: CLIENT SUPPORT		-	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (specify)	-	
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	
3000: OPERATING EXPENSES		4,936	

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	3001	Telecommunications	-	
	3002	Printing/Postage	-	
	3003	Office, Household & Program Supplies	1,000	Reflects cost for office supplies, programming materials and other items essential for job functions, such as paper, scissors, tape, hole-punch, pens, wastebaskets, envelopes, paper clips, gloves, first aid supplies, kleenex, toys crayons etc.
	3004	Advertising	-	
	3005	Staff Development & Training	-	
	3006	Staff Mileage	3,000	Cost of staff mileage reimbursement per year for traveling to schools, Hubs, parent homes or in the community in order to provide services.
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Professional Services	936	This includes intangible technology costs for employees such as copier use, internet, and cell phone reimbursement.
	3010	Other (specify)	-	
	3011	Other (specify)	-	
	3012	Other (specify)	-	

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

5000: SPECIAL EXPENSES			-	
	5001	Consultant (Network & Data Management)	-	
	5002	HMIS (Health Management Information System)	-	
	5003	Contractual/Consulting Services (Specify)	-	
	5004	Translation Services	-	
	5005	Other (specify)	-	
	5006	Other (specify)	-	
	5007	Other (specify)	-	
	5008	Other (specify)	-	

6000: ADMINISTRATIVE EXPENSES			12,166	
	6001	Administrative Overhead	12,071	Cost of general management that consist of expenditures for administrative activities necessary for the general operation of FCSS. The indirect cost rate is based on the CDE's federally approved indirect cost plan for K-12 LEA and county offices of education.
	6002	Professional Liability Insurance	95	Expense will be paid in the manner as other employees of FCSS, line is recorded by FCSS as an operating expense.
	6003	Accounting/Bookkeeping	-	
	6004	External Audit	-	
	6005	Insurance (Specify):	-	
	6006	Payroll Services	-	
	6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-	
	6008	Other (specify)	-	
	6009	Other (specify)	-	
	6010	Other (specify)	-	
	6011	Other (specify)	-	
	6012	Other (specify)	-	

7000: FIXED ASSETS			2,500	
	7001	Computer Equipment & Software	2,500	Reflects cost of Laptop to be used by Clinician.
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-	

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	7003	Furniture & Fixtures	-	
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (specify)	-	
	7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	159,738
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	159,738

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Handle With Care Plus
Fresno County Superintendent of Schools
Fiscal Year 2022-23

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Bilingual Behavioral Health Clinician II	1.00	\$ -	\$ 102,481	\$ 102,481
1102			-		-
1103			-	-	-
1104			-	-	-
1105			-	-	-
1106			-	-	-
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
Personnel Salaries Subtotal		1.00	\$ -	\$ 102,481	\$ 102,481
Employee Benefits					
Acct #	Description		Admin	Direct	Total
1101	Retirement		\$ -	\$ 25,210	\$ 25,210
1102	Worker's Compensation		-	2,121	2,121
1103	Health Insurance		-	14,500	14,500
1104	Other (Specify)		-	-	-
1105	Other (Specify)		-	-	-
1106	Other (Specify)		-	-	-
Employee Benefits Subtotal:			\$ -	\$ 41,832	\$ 41,832
Employee Benefits %:					0.379006167
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1201	OASDI		\$ -	\$ -	\$ -
1202	FICA/MEDICARE		-	7,840	7,840
1203	SUI		-	51	51
1204	Other (Specify)		-	-	-
1205	Other (Specify)		-	-	-
1206	Other (Specify)		-	-	-
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 7,891	\$ 7,891
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ -	\$ 152,204	\$ 152,204

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

3000: OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ -
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	1,000
3004	Advertising	-
3005	Staff Development & Training	-
3006	Staff Mileage	3,000
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Professional Services	936
3010	Other (Specify)	-
3011	Other (Specify)	-
3012	Other (Specify)	-
OPERATING EXPENSES TOTAL:		\$ 4,936

4000: FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (Specify)	-
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
FACILITIES/EQUIPMENT TOTAL:		\$ -

5000: SPECIAL EXPENSES		
Acct #	Line Item Description	Amount

5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Other (Specify)	-
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
SPECIAL EXPENSES TOTAL:		\$ -

6000: ADMINISTRATIVE EXPENSES

Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 12,862
6002	Professional Liability Insurance	95
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ 12,957

7000: FIXED ASSETS

Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (Specify)	-
7008	Other (Specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES \$ 170,097**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	-	-
Estimated Specialty Mental Health Services Billing Totals:		0		\$ -

Estimated % of Clients who are Medi-Cal Beneficiaries	0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries	-
Federal Financial Participation (FFP) %	0%
MEDI-CAL FFP TOTAL	\$ -

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ (0)
REALIGNMENT TOTAL		\$ (0)

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ -
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		170,097
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 170,097

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 170,097
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NET PROGRAM COST:	\$ -
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Handle With Care Plus
Fresno County Superintendent of Schools
Fiscal Year 2022-23 Budget Narrative

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS			152,204	
Employee Salaries			102,481	
	1101	Bilingual Behavioral Health Clinician II	102,481	Position will lead the project and provide direct behavioral health services to student and families within Fresno County; provide assessment and assistance with the goal of facilitating and promoting appropriate behavioral health and person personal growth.
	1102	0	-	
	1103	0	-	
	1104	0	-	
	1105	0	-	
	1106	0	-	
	1107	0	-	
	1108	0	-	
	1109	0	-	
	1110	0	-	
	1111	0	-	
	1112	0	-	
	1113	0	-	
	1114	0	-	
	1115	0	-	
	1116	0	-	
	1117	0	-	
	1118	0	-	
	1119	0	-	
	1120	0	-	
Employee Benefits			41,832	
	1101	Retirement	25,210	Employee Benefits will be paid in a like manner as other employees of FCSS
	1102	Worker's Compensation	2,121	
	1103	Health Insurance	14,500	
	1104	Other (Specify)	-	
	1105	Other (Specify)	-	
	1106	Other (Specify)	-	
Payroll Taxes & Expenses:			7,891	
	1201	OASDI	-	Payroll Taxes will be paid in a like manner as other employees of FCSS
	1202	FICA/MEDICARE	7,840	
	1203	SUI	51	
	1204	Other (Specify)	-	
	1205	Other (Specify)	-	
	1206	Other (Specify)	-	
2000: CLIENT SUPPORT			-	
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	-	
	2010	Utility Vouchers	-	
	2011	Other (Specify)	-	
	2012	Other (Specify)	-	
	2013	Other (Specify)	-	
	2014	Other (Specify)	-	
	2015	Other (Specify)	-	
	2016	Other (Specify)	-	
3000: OPERATING EXPENSES			4,936	

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	3001	Telecommunications	-	
	3002	Printing/Postage	-	
	3003	Office, Household & Program Supplies	1,000	Reflects cost for office supplies, programming materials and other items essential for job functions, such as paper, scissors, tape, hole-punch, pens, wastebaskets, envelopes, paper clips, gloves, first aid supplies, kleenex, toys crayons etc.
	3004	Advertising	-	
	3005	Staff Development & Training	-	
	3006	Staff Mileage	3,000	Cost of staff mileage reimbursement per year for traveling to schools, Hubs, parent homes or in the community in order to provide services.
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Professional Services	936	This includes intangible technology costs for employees such as copier use, internet, and cell phone reimbursement.
	3010	Other (Specify)	-	
	3011	Other (Specify)	-	
	3012	Other (Specify)	-	

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

5000: SPECIAL EXPENSES			-	
	5001	Consultant (Network & Data Management)	-	
	5002	HMIS (Health Management Information System)	-	
	5003	Contractual/Consulting Services (Specify)	-	
	5004	Translation Services	-	
	5005	Other (Specify)	-	
	5006	Other (Specify)	-	
	5007	Other (Specify)	-	
	5008	Other (Specify)	-	

6000: ADMINISTRATIVE EXPENSES			12,957	
	6001	Administrative Overhead	12,862	Cost of general management that consist of expenditures for administrative activities necessary for the general operation of FCSS. The indirect cost rate is based on the CDE's federally approved indirect cost plan for K-12 LEA and county offices of education.
	6002	Professional Liability Insurance	95	Expense will be paid in the manner as other employees of FCSS, line is recorded by FCSS as an operating expense.
	6003	Accounting/Bookkeeping	-	
	6004	External Audit	-	
	6005	Insurance (Specify):	-	
	6006	Payroll Services	-	
	6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-	
	6008	Other (Specify)	-	
	6009	Other (Specify)	-	
	6010	Other (Specify)	-	
	6011	Other (Specify)	-	
	6012	Other (Specify)	-	

7000: FIXED ASSETS			-	
	7001	Computer Equipment & Software	-	
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-	

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	7003	Furniture & Fixtures	-	
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (Specify)	-	
	7008	Other (Specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	170,097
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	170,097

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Handle With Care Plus
Fresno County Superintendent of Schools
Fiscal Year 2023-24

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Bilingual Behavioral Health Clinician II	1.00	\$ -	\$ 105,525	\$ 105,525
1102			-		-
1103			-	-	-
1104			-	-	-
1105			-	-	-
1106			-	-	-
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	
Personnel Salaries Subtotal		1.00	\$ -	\$ 105,525	\$ 105,525
Employee Benefits					
Acct #	Description	Admin	Direct	Total	
1101	Retirement	\$ -	\$ 26,803	\$ 26,803	
1102	Worker's Compensation	-	2,184	2,184	
1103	Health Insurance	-	14,500	14,500	
1104	Other (Specify)	-	-	-	
1105	Other (Specify)	-	-	-	
1106	Other (Specify)	-	-	-	
Employee Benefits Subtotal:		\$ -	\$ 43,488	\$ 43,488	
Employee Benefits %:				0.38264969	
Payroll Taxes & Expenses:					
Acct #	Description	Admin	Direct	Total	
1201	OASDI	\$ -	\$ -	\$ -	
1202	FICA/MEDICARE	-	8,073	8,073	
1203	SUI	-	51	51	
1204	Other (Specify)	-	-	-	
1205	Other (Specify)	-		-	
1206	Other (Specify)	-		-	
Payroll Taxes & Expenses Subtotal:		\$ -	\$ 8,124	\$ 8,124	
EMPLOYEE SALARIES & BENEFITS TOTAL:		\$ -	\$ 157,137	\$ 157,137	

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

3000: OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ -
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	1,000
3004	Advertising	-
3005	Staff Development & Training	-
3006	Staff Mileage	3,000
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Professional Services	936
3010	Other (Specify)	-
3011	Other (Specify)	-
3012	Other (Specify)	-
OPERATING EXPENSES TOTAL:		\$ 4,936

4000: FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (Specify)	-
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
FACILITIES/EQUIPMENT TOTAL:		\$ -

5000: SPECIAL EXPENSES		
Acct #	Line Item Description	Amount

5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Other (Specify)	-
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
SPECIAL EXPENSES TOTAL:		\$ -

6000: ADMINISTRATIVE EXPENSES

Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 13,266
6002	Professional Liability Insurance	102
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ 13,368

7000: FIXED ASSETS

Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (Specify)	-
7008	Other (Specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES \$ 175,441

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	-	-
Estimated Specialty Mental Health Services Billing Totals:		0		\$ -

Estimated % of Clients who are Medi-Cal Beneficiaries	0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries	-
Federal Financial Participation (FFP) %	0%
MEDI-CAL FFP TOTAL	\$ -

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 0
REALIGNMENT TOTAL		\$ 0

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ -
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		175,441
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 175,441

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 175,441
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NET PROGRAM COST:	\$ -
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Handle With Care Plus
Fresno County Superintendent of Schools
Fiscal Year 2023-24 Budget Narrative

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS			157,137	
Employee Salaries			105,525	
	1101	Bilingual Behavioral Health Clinician II	105,525	Position will lead the project and provide direct behavioral health services to student and families within Fresno County; provide assessment and assistance with the goal of facilitating and promoting appropriate behavioral health and person personal growth.
	1102	0	-	
	1103	0	-	
	1104	0	-	
	1105	0	-	
	1106	0	-	
	1107	0	-	
	1108	0	-	
	1109	0	-	
	1110	0	-	
	1111	0	-	
	1112	0	-	
	1113	0	-	
	1114	0	-	
	1115	0	-	
	1116	0	-	
	1117	0	-	
	1118	0	-	
	1119	0	-	
	1120	0	-	
Employee Benefits			43,488	
	1101	Retirement	26,803	Employee Benefits will be paid in a like manner as other employees of FCSS
	1102	Worker's Compensation	2,184	
	1103	Health Insurance	14,500	
	1104	Other (Specify)	-	
	1105	Other (Specify)	-	
	1106	Other (Specify)	-	
Payroll Taxes & Expenses:			8,124	
	1201	OASDI	-	Payroll Taxes will be paid in a like manner as other employees of FCSS
	1202	FICA/MEDICARE	8,073	
	1203	SUI	51	
	1204	Other (Specify)	-	
	1205	Other (Specify)	-	
	1206	Other (Specify)	-	
2000: CLIENT SUPPORT			-	
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	-	
	2010	Utility Vouchers	-	
	2011	Other (Specify)	-	
	2012	Other (Specify)	-	
	2013	Other (Specify)	-	
	2014	Other (Specify)	-	
	2015	Other (Specify)	-	
	2016	Other (Specify)	-	
3000: OPERATING EXPENSES			4,936	

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	3001	Telecommunications	-	
	3002	Printing/Postage	-	
	3003	Office, Household & Program Supplies	1,000	Reflects cost for office supplies, programming materials and other items essential for job functions, such as paper, scissors, tape, hole-punch, pens, wastebaskets, envelopes, paper clips, gloves, first aid supplies, kleenex, toys crayons etc.
	3004	Advertising	-	
	3005	Staff Development & Training	-	
	3006	Staff Mileage	3,000	Cost of staff mileage reimbursement per year for traveling to schools, Hubs, parent homes or in the community in order to provide services.
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Professional Services	936	This includes intangible technology costs for employees such as copier use, internet, and cell phone reimbursement.
	3010	Other (Specify)	-	
	3011	Other (Specify)	-	
	3012	Other (Specify)	-	

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

5000: SPECIAL EXPENSES			-	
	5001	Consultant (Network & Data Management)	-	
	5002	HMIS (Health Management Information System)	-	
	5003	Contractual/Consulting Services (Specify)	-	
	5004	Translation Services	-	
	5005	Other (Specify)	-	
	5006	Other (Specify)	-	
	5007	Other (Specify)	-	
	5008	Other (Specify)	-	

6000: ADMINISTRATIVE EXPENSES			13,368	
	6001	Administrative Overhead	13,266	Cost of general management that consist of expenditures for administrative activities necessary for the general operation of FCSS. The indirect cost rate is based on the CDE's federally approved indirect cost plan for K-12 LEA and county offices of education.
	6002	Professional Liability Insurance	102	Expense will be paid in the manner as other employees of FCSS, line is recorded by FCSS as an operating expense.
	6003	Accounting/Bookkeeping	-	
	6004	External Audit	-	
	6005	Insurance (Specify):	-	
	6006	Payroll Services	-	
	6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-	
	6008	Other (Specify)	-	
	6009	Other (Specify)	-	
	6010	Other (Specify)	-	
	6011	Other (Specify)	-	
	6012	Other (Specify)	-	

7000: FIXED ASSETS			-	
	7001	Computer Equipment & Software	-	
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-	

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	7003	Furniture & Fixtures	-	
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (Specify)	-	
	7008	Other (Specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	175,441
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	175,441

-

Handle with Care Plus - Service Rate Sheet

Provider: Fresno County Superintendent of Schools (FCSS)

		FY 2021-22	FY 2022-23	FY 2023-24
Service	Time Base	Rate per Minute	Rate per Minute	Rate per Minute
Mental Health Services (Individual/Family/Group Therapy)	Staff Minute	\$1.66	\$1.77	\$1.82
Case Management	Staff Minute	\$1.28	\$1.37	\$1.41
Crisis Services	Staff Minute	\$2.47	\$2.63	\$2.71
Medication Support	-	-	-	-
Collateral	Staff Minute	\$1.66	\$1.77	\$1.82
Plan Development	Staff Minute	\$1.66	\$1.77	\$1.82
Assessment	Staff Minute	\$1.66	\$1.77	\$1.82
Rehabilitation	Staff Minute	\$1.66	\$1.77	\$1.82
Intensive Case Coordination (ICC)	Staff Minute	\$1.66	\$1.77	\$1.82
Intensive Home Base Services (IHBS)	Staff Minute	\$1.66	\$1.77	\$1.82

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health Guiding Principles of Care Delivery

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

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

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

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

ELECTRONIC HEALTH RECORD SOFTWARE CHARGES

CONTRACTOR understands that COUNTY utilizes NetSmart's Avatar for its Electronic Health Records Management. CONTRACTOR agrees to reimburse COUNTY for all user license fees for accessing NetSmart's Avatar, as set forth below.

Description	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
General Users					
Avatar Named User Hosting (per active user per month; every Avatar "active" log on ID is a named user)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
Avatar Named User Maintenance* (per active user per month)	\$14.85	\$15.30	\$15.76	\$16.23	\$16.72
Cloud Hosting- Perceptive Disaster Recovery (per active user per month)	\$4.66	\$4.66	\$4.66	\$4.66	\$4.66
eRx Users					
Full Suite Prescriber (per active user per month; applicable to an active Prescriber user)	\$104.00	\$104.00	\$104.00	\$104.00	\$104.00
ePrescribing Controlled Substances Tokens (per active user per month; applicable to an active Prescriber user of Controlled Substances)	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Non-Prescribing User (per active user per month; applicable to an active Non-Prescriber user)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Reaching Recovery Users					
Reaching Recovery (per adult client/person served per year; applicable to adult treatment programs except contracted triage/CI, CSU or PHF)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
ProviderConnect Users					
Individual Subscription (per user per month; applicable to provider-user whose claims are reviewed and posted by Managed Care)	\$41.25	\$41.25	\$41.25	\$41.25	\$41.25

Should CONTRACTOR choose not to utilize NetSmart's Avatar for its Electronic Health Records management, CONTRACTOR will be responsible for obtaining its own system for Electronic Health Records management.

*Annual Maintenance increases by 3% each FY on July 1st and may be subject to change pending the COUNTY's agreement terms with NetSmart.

DOCUMENTATION STANDARDS FOR CLIENT RECORDS

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client 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 appropriate as a part of a comprehensive client record.
 - Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
 - Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
 - Documentation will describe client's strengths in achieving client plan goals.
 - Special status situations that present a risk to clients or others will be prominently documented and updated as appropriate.
 - Documentations will include medications that have been described by mental health plan physicians, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
 - Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities will be clearly documented.
 - A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultations reports.
 - For children and adolescents, pre-natal and perinatal events and complete developmental history will be documented.
 - Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
 - A relevant mental status examination will be documented.
 - A DSM-5 diagnosis, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.

2. Timeliness/Frequency Standard for Assessment

- An assessment will be completed at intake and updated as needed to document changes in the client's condition.
- Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

B. Client Plans

1. Client plans will:

- have specific observable and/or specific quantifiable goals
- identify the proposed type(s) of intervention
- have a proposed duration of intervention(s)
- 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 client 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,
 - Client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.

- Client signature on the plan will be used as the means by which the CONTRACTOR documents the participation of the client.
- When the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
- The CONTRACTOR will give a copy of the client plan to the client on request.

2. Timeliness/Frequency of Client Plan:

- Will be updated at least annually.
- The CONTRACTOR(S) will establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.

C. Progress Notes

1. Items that must be contained in the client record related to the client's progress in treatment include:

- The client record will provide timely documentation of relevant aspects of client care.
- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions.
- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable.
- All entries will include the date services were provided.
- The record will be legible.
- The client record will document follow-up care, or as appropriate, a discharge summary.

2. Timeliness/Frequency of Progress Notes:

- Progress notes shall be documented at the frequency by type of service indicated below:
 - a. Every Service Contact
 - Mental Health Services
 - Medication Support Services
 - Crisis Intervention

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

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Signature: _____ Date: ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/____/____

STATE MENTAL 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 Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

3. **CONFIDENTIALITY**

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.

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.

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 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.
- 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.
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.

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.

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



INCIDENT REVIEWER ROLE – User Guide

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

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

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

As an Incident Reviewer, the responsibility is to:

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

Below is the link to report incidents

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

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

Incident Report

Please complete this form

▼ Client Information

Name of Facility*

Name of Reporting Party¹

Facility Address*

Facility Phone Number*

Mental Health or Substance Use Disorder Program?*

Client First Name*

Client Last Name®

Client Date of Birth

Client Address

Client ID

Gender*

County of Origin*

- Summary

Subject ①

Incident (check all that apply):

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*

◎ 社會學與社會工作

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

470ms (20%)

Incident (check all that apply)*

Medical Emergency ☒ Death of Client ☒

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

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

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

← → ↺ 🏠 🔒

fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=1&2be0c5cdcd5072bb1b64cdee4d3d6e

Date of Incident*

mm/dd/yyyy

Time of Incident*

hh:mm:ss

Location of Incident*

Address


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

Phone

Did the Injured Party seek Medical Attention?

Define options

Attach any additional details

 Add File

 or Drop File Here

Reported By Name*

Full Name

Reported By Email*

Business Email

Reported On

10/30/2019

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

The screenshot shows the top portion of a web form in a browser. The address bar shows a URL from fresnodbh.logicmanager.com. A red arrow points from the text above to a yellow button labeled 'Add File or Drop File Here' which has a file icon. Below this are input fields for 'Reported By Name*', 'Reported By Email*', and 'Reported On' (with a date of 10/30/2019). A section titled 'Follow Up' contains a dropdown for 'Action Taken (check all that apply)*', a text field for 'Please specify if other', and a larger text area for 'Description of Action Taken*'. At the bottom is a green 'SUBMIT' button.

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

This is a close-up of the 'Action Taken' dropdown menu. It shows a list of options: 'Law Enforcement Contacted' (selected), 'Called 911/EMS' (selected), 'Consulted with Physician', 'First Aid/CPR Administered', 'Client removed from building', 'Parent/Legal Guardian Contacted', and 'Other'. The dropdown is open, showing these options.

When done entering all the information, simply click submit.

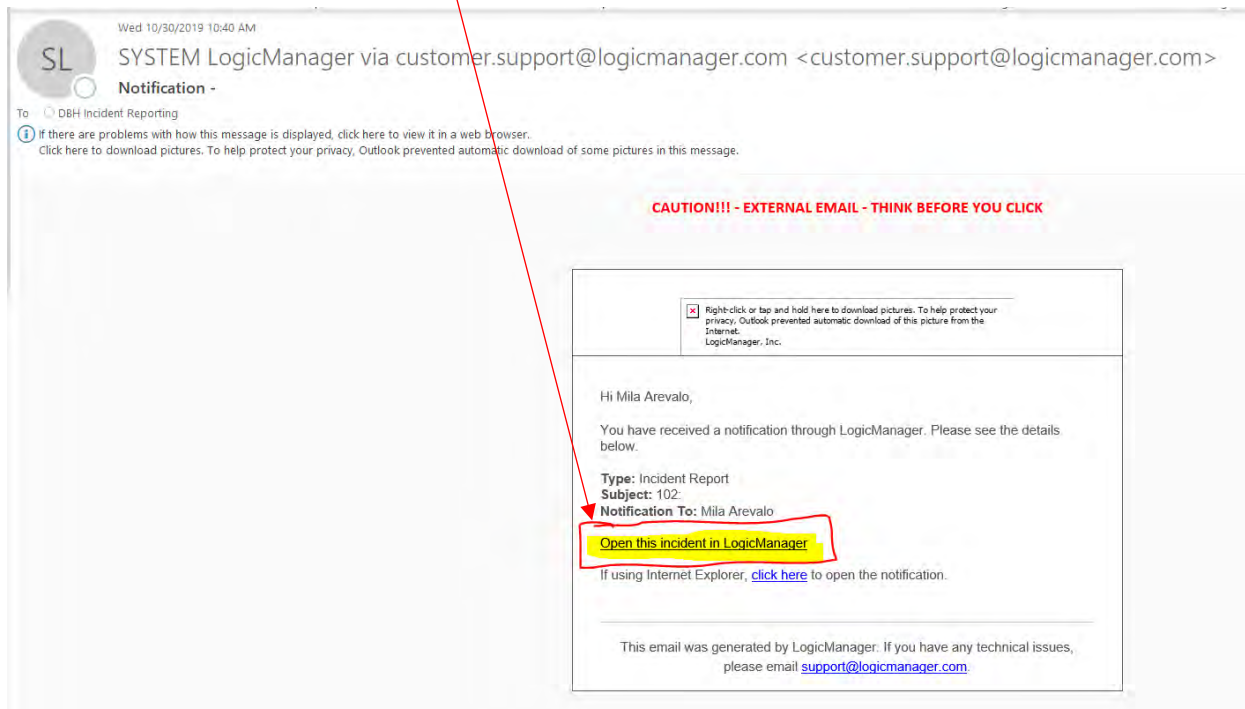
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

This screenshot shows the bottom of the form. A red arrow points to the 'Outcome*' field, which has a red asterisk indicating it is required. Another red arrow points to the green 'SUBMIT' button at the bottom of the form.

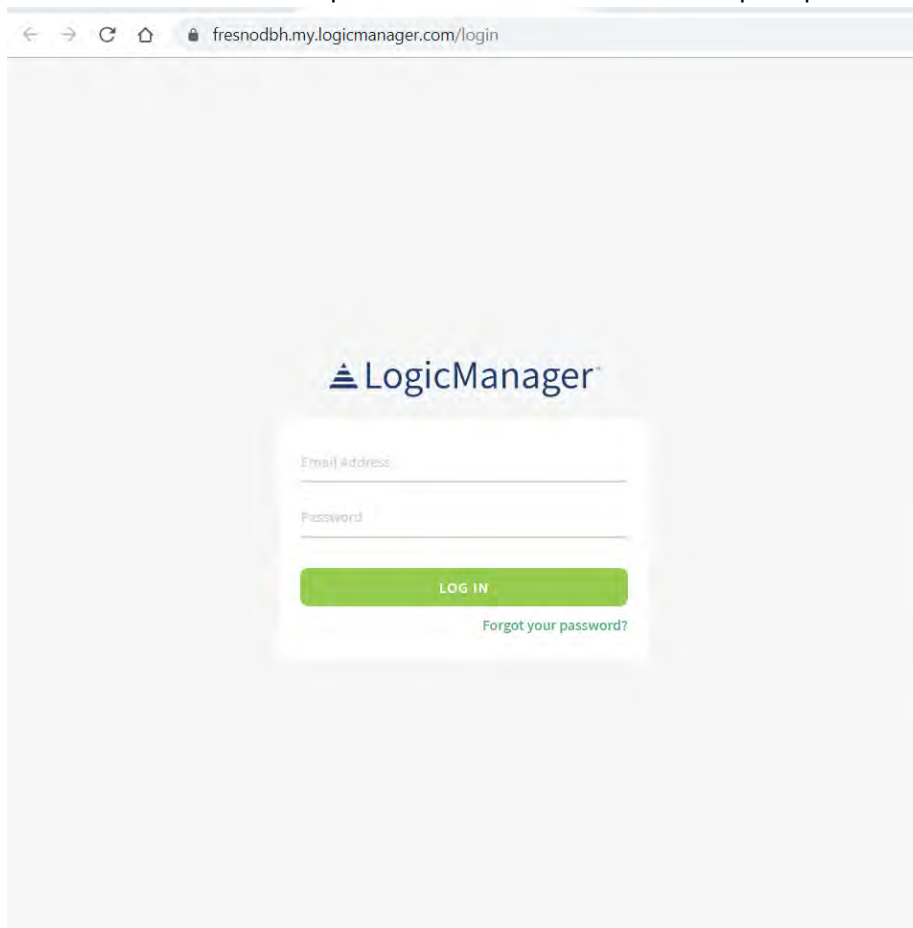
A “Thank you for your submission” statement will pop up if an incident is successfully submitted. Click “Reload the Form” to submit another incident.

The screenshot shows a confirmation screen with a dark teal header containing the 'LogicManager' logo. The main text says 'Thank you for your submission!'. At the bottom is a green button labeled 'RELOAD THE FORM'. A red arrow points from the text above to this button.

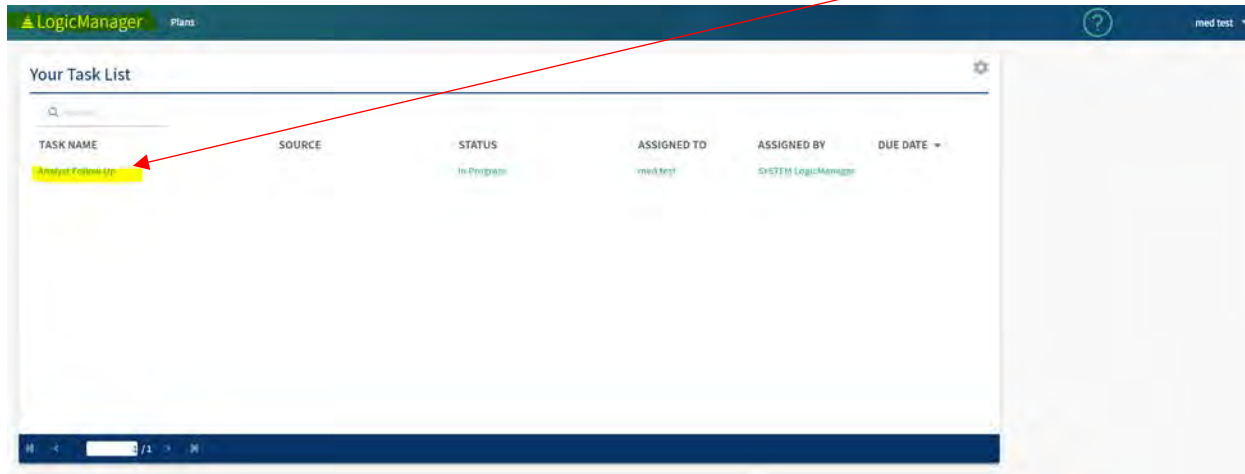
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.



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

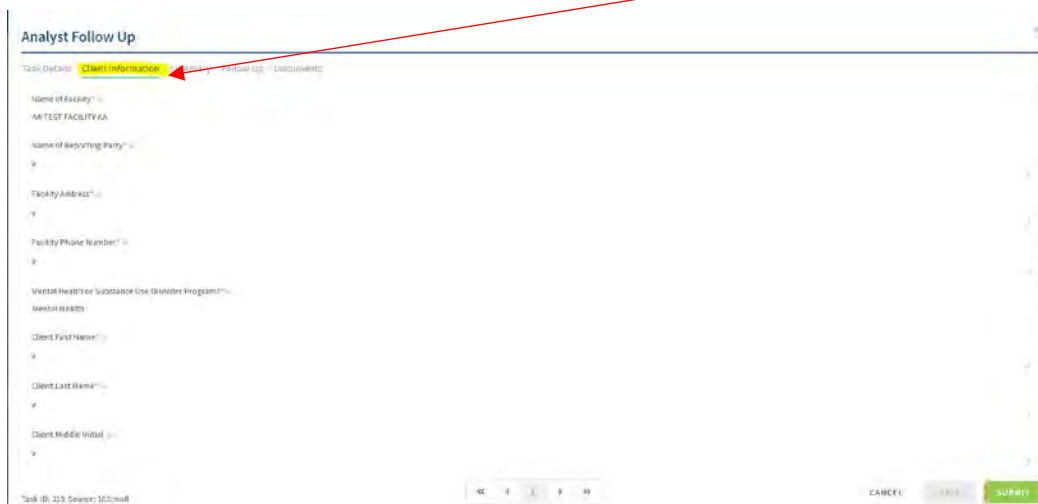


Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



TASK NAME	SOURCE	STATUS	ASSIGNED TO	ASSIGNED BY	DUE DATE
Analyst Follow Up		In Progress	mark test	SYSTEM LogicManager	

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** | Follow Up | Documents

Identi of Facility*
AM TEST FACILITY AA

Name of Reporting Party*
x

Facility Address*
x

Facility Phone Number*
x

Verbal Health or Substance Use Disorder Program?
Select an answer

Client First Name*
x

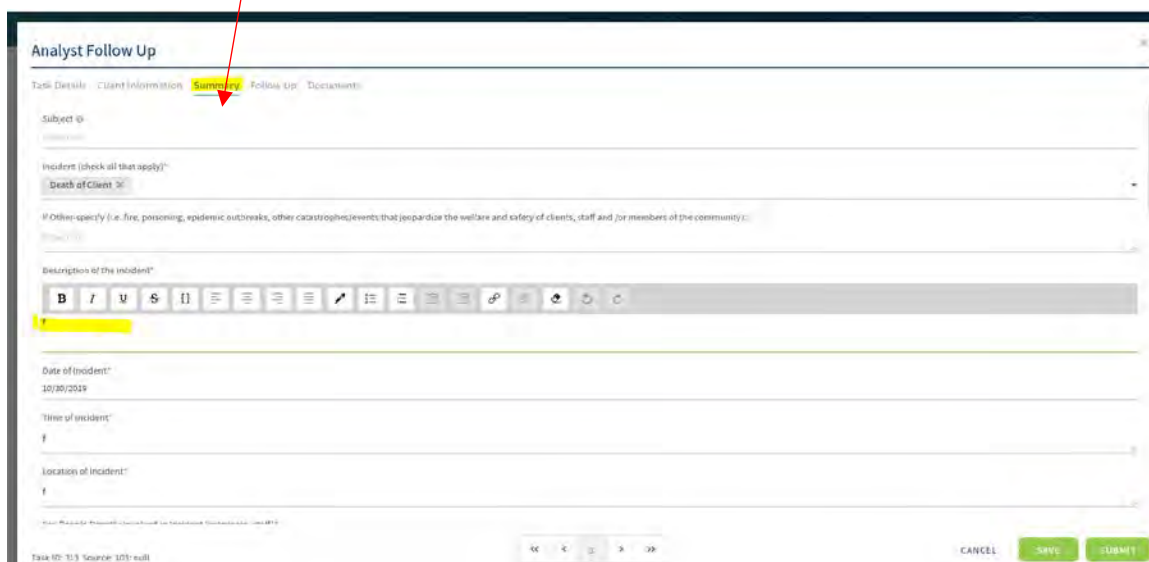
Client Last Name*
x

Client Middle Initial
x

Task ID: 313 Source: SCHWAB

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
x

Incident (check all that apply)
Death of Client x

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

Description of the incident*
[Rich text editor with text:]

Date of incident*
10/30/2019

Time of incident*
x

Location of incident*
x

Task ID: 313 Source: 103 null

CANCEL SAVE SUBMIT

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

Analyst Follow Up

Task Details Client Information Summary Follow Up Documents

Action Taken (check all that apply)*
Law Enforcement Contacted *

Please specify if other

Description of Action Taken*
f

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

Task ID: 313 Source: 103: null

CANCEL SAVE SUBMIT

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

Analyst Follow Up

Task Details Client Information Summary Follow Up Documents

Search

Add Document

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

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

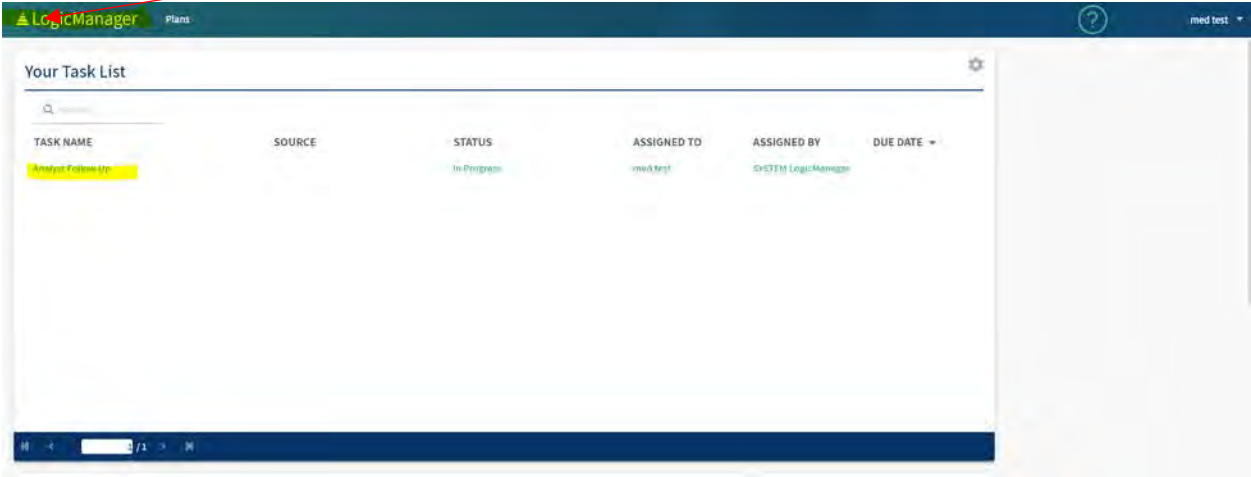
Task ID: 313 Source: 103: null

CANCEL SAVE SUBMIT

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

DBHIncidentReporting@fresnocountyca.gov

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



COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

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

Medi-Cal Organizational Provider Standards

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

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

FRESNO COUNTY MENTAL HEALTH PLAN

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

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

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

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

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

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

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

Vendor:	Contract#	Contact Person	Contact#

Fixed Asset and Sensitive Item Tracking

Item	Make/Brand	Model	Serial #	Fixed Asset	Sensitive Item	Date Requested (If Fixed Asset)	Date Approved (If Fixed Asset)	Purchase Date	Location	Condition	Fresno County Inventory Number	Cost
Copier	Canon	27CRT	9YHJY65R	x		3/27/2008	4/1/2008	4/10/2008	Heritage	New		\$6,500.00
DVD Player	Sony	DV2230	PXC4356A		x	n/a	n/a	4/1/2008	Heritage	New		\$450.00
Date Prepared:												
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												

Date Received: _____

FIXED ASSET AND SENSITIVE ITEM TRACKING

Field Number	Field Description	Instruction or Comments	Required or Conditional
Header	Vendor	Indicate the legal name of the agency contracted to provide services.	Required
Header	Program	Indicate the title of the project as described in the contract with the County.	Required
Header	Contract #	Indicate the assigned County contract number. If not known, County staff can provide.	Required
Header	Contact Person	Indicate the first and last name of the primary agency contact for the contract.	Required
Header	Contact #	Indicate the most appropriate telephone number of the primary agency contact for the contract.	Required
Header	Date Prepared	Indicate the most current date that the tracking form was completed by the vendor.	Required
a	Item	Identify the item by providing a commonly recognized description of the item.	Required
b	Make/ Brand	Identify the company that manufactured the item.	Required
c	Model	Identify the model number for the item if applicable.	Conditional
d	Serial #	Identify the serial number for the item if applicable.	Conditional
e	Fixed Asset	Mark the box with an "X" if the cost of the item is \$5,000 or more to indicate that the item is a fixed asset.	Conditional
f	Sensitive Item	Mark the box with an "X" if the item meets the criteria of a sensitive item as defined by the County.	Conditional
g	Date Requested	Indicate the date that the agency submitted a request to the County to purchase the item.	Required
h	Date Approved	Indicate the date that the County approved the request to purchase the item.	Required
i	Purchase Date	Indicate the date the agency purchased the item.	Required
j	Location	Indicate the physical location of the item.	Required
k	Condition	Indicate the general condition of the item (New, Good, Worn, Bad).	Required
l	Fresno County Inventory Number	Indicate the FR # provided by the County for the item.	Conditional
m	Cost	Indicate the total purchase price of the item including sales tax and other costs, such as shipping.	Required

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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3. U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). Healthy people 2020: Social determinants of health. Retrieved from <http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39>
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8. National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: <http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?lvl=1&lvlid=33&ID=286>



DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

NAME	ADDRESS	PROVIDER NUMBER

YES NO

- IV. A. Has there been a change in ownership or control within the last year? ☐ ☐
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

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

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

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "COUNTY"), members of a CONTRACTOR's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(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:	