

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and KINGS VIEW, a non-profit California corporation whose address is 7170 N. Financial Drive, Suite 110, Fresno, CA 93720, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) component and input from the MHSA community stakeholder process, recognizes the need to provide crisis intervention team (CIT) services to individuals experiencing a behavioral health crisis in the rural areas of Fresno County; and

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

WHEREAS, CONTRACTOR is qualified and willing to provide said services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in Exhibit A, "Rural Crisis Intervention Team (CIT) Scope of Work," attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified in the COUNTY's Request for Proposal (RFP) No. 22-050 dated March 9, 2022, Addendum No. One (1) to COUNTY's RFP No. 22-050 dated March 22, 2022, collectively referred to herein as COUNTY's Revised RFP, and CONTRACTOR's response to said Revised RFP dated April 4, 2022; all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) to this Agreement, including all Exhibits; (2) to the Revised RFP; and (3) to the

1 CONTRACTOR's Response to the Revised RFP. A copy of COUNTY's Revised RFP No. 22-050 and
2 CONTRACTOR's response thereto shall be retained and made available during the term of this
3 Agreement by COUNTY's DBH.

4 C. It is acknowledged that upon execution of this Agreement, or as indicated under
5 Section Two (2) of this Agreement, CONTRACTOR shall provide CIT Services, as identified and
6 incorporated herein, in the rural Fresno County cities, including but not limited to: the rural East Fresno
7 County cities of Selma, Sanger, Kingsburg, Fowler, Reedley, Orange Cove and Parlier; and in the rural
8 West Fresno County cities of Firebaugh, Mendota, Kerman, San Joaquin, Huron, and Coalinga.

9 D. This Agreement provides for CIT services in the rural areas of Fresno County.
10 CONTRACTOR shall collect, maintain and report all data for Rural CIT services by the East and West
11 regions of Fresno County, independent of one another, including but not limited to: Medi-Cal billing,
12 other insurance billing, and reports; staff schedules and reports; performance measures; monthly
13 invoices and general ledgers; and other data as requested.

14 E. CONTRACTOR shall align the program, services, and practices with the vision,
15 mission, and guiding principles of the COUNTY's DBH, as further described in Exhibit B, "DBH Guiding
16 Principles of Care Delivery," and any future amendments to this document, attached hereto and by this
17 reference incorporated herein and made part of this Agreement.

18 F. CONTRACTOR shall send to County's DBH upon execution of this Agreement, a
19 detailed plan ensuring clinically appropriate leadership and supervision of their clinical program.
20 Recruitment and retention of clinical leadership with the clinical competencies to oversee services based
21 on the level of care and program design presented herein shall be included in this plan. A description
22 and monitoring of this plan shall be provided.

23 G. It is the expectation of the COUNTY that CONTRACTOR provide timely access to
24 services that meet the State of California standards for care. CONTRACTOR shall provide non-urgent
25 services within ten (10) business days from request/referral to first appointment. CONTRACTOR shall
26 provide psychiatry services within fifteen (15) business days from request/referral to first appointment.
27 CONTRACTOR shall provide urgent services as soon as needed based on each client's needs.
28 CONTRACTOR shall track timeliness of services to clients and provide a monthly report showing the

1 monitoring or tracking tool that captures this data. COUNTY and CONTRACTOR shall meet to go over
2 this monitoring tool on a monthly basis or as needed. COUNTY shall take corrective action if there is a
3 failure to comply by CONTRACTOR with the above timely access standards. CONTRACTOR shall also
4 provide tracking tools and measurements for effectiveness, efficiency, and client satisfaction indicators
5 as required by Commission on Accreditation of Rehabilitation Facilities (CARF) standards and as further
6 detailed in Exhibit A.

7 H. It is acknowledged by all parties hereto that COUNTY's DBH shall monitor the
8 Rural CIT program operated by CONTRACTOR, in accordance with Section Fourteen (14) of this
9 Agreement.

10 I. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings
11 consisting of staff from COUNTY's DBH to discuss MHTA requirements, data reporting, training, policies
12 and procedures, overall program operations and any problems or foreseeable problems that may arise;
13 Behavioral Health Board meetings, including the Forensic Subcommittee; Diversity, Equity & Inclusion
14 Committee meetings; DBH Contractors' meetings; and any other meetings as requested by COUNTY's
15 DBH Director or designee.

16 J. Any change to CONTRACTOR's location of the service site(s) may be made only
17 upon sixty (60) days advance written notification to COUNTY's DBH Director and upon written approval
18 from the COUNTY's DBH Director or designee.

19 K. CONTRACTOR shall maintain requirements as an organizational provider
20 throughout the term of this Agreement, as described in Section Sixteen (16) of this Agreement. If for
21 any reason this status is not maintained COUNTY may terminate this Agreement pursuant to Section
22 Three (3) of this Agreement.

23 L. CONTRACTOR agrees that prior to and while providing services under the terms
24 and conditions of this Agreement, CONTRACTOR shall have appropriate staff hired and in place for
25 program services and operations or COUNTY may, in addition to other remedies it may have, suspend
26 or terminate this Agreement, in accordance with Section Three (3) of this Agreement. The parties
27 acknowledge that CONTRACTOR will be performing hiring, training, and credentialing of staff, and
28

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

3 M. It is mutually agreed by all parties to this Agreement, that the program funded
4 under this Agreement shall be identified and subsequently named/branded through the review and
5 approval of COUNTY's DBH Director or designee. All print or media materials, including program
6 branding and program references shall be reviewed and approved by the COUNTY's DBH Director or
7 designee. The program funded under this Agreement shall be identified as a "County of Fresno,
8 Department of Behavioral Health funded program", and operated by the CONTRACTOR under the
9 terms and conditions of this Agreement.

10 **2. TERM**

11 The term of this Agreement shall be for a period of two (2) years, commencing on July 1,
12 2022 through and including June 30, 2024. This Agreement may be extended for one (1) additional
13 consecutive twelve (12) month period upon written approval of both parties no later than thirty (30) days
14 prior to the first day of the next twelve (12) month extension period. The COUNTY's DBH Director or his or
15 her designee is authorized to execute such written approval on behalf of COUNTY based on
16 CONTRACTOR's satisfactory performance.

17 **3. TERMINATION**

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

22 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
23 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 24 1) An illegal or improper use of funds;
25 2) A failure to comply with any term of this Agreement;
26 3) A substantially incorrect or incomplete report submitted to the COUNTY;
27 4) Improperly performed service.

28 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach

1 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
2 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
3 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
4 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
5 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
6 any such funds upon demand.

7 C. Without Cause - Under circumstances other than those set forth above, this
8 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DBH upon the giving of sixty
9 (60) days advance written notice of an intention to terminate.

10 **4. COMPENSATION**

11 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
12 compensation for actual expenditures incurred in accordance with the CONTRACTOR's budget documents
13 approved by the COUNTY's DBH Director or designee and attached hereto as Exhibit C "Cost Proposal
14 and Narrative" and incorporated herein by this reference.

15 The maximum amount payable to CONTRACTOR for the period of July 1, 2022
16 through June 30, 2023 shall not exceed Two Million, Eight Hundred and Thirty-Three Thousand, Two
17 Hundred and Twenty-Five, and No/100 Dollars (\$2,833,225.00).

18 The maximum amount payable to CONTRACTOR for the period of July 1, 2023
19 through June 30, 2024 shall not exceed Two Million, Eight Hundred and Fifty Thousand, Nine Hundred and
20 Forty-Four, and No/100 Dollars (\$2,850,944.00).

21 The maximum amount payable to CONTRACTOR for the period of July 1, 2024
22 through June 30, 2025 shall not exceed Two Million, Eight Hundred and Sixty-Two Thousand, Seven
23 Hundred and Fifty-Seven, and No/100 Dollars (\$2,862,757.00).

24 In no event shall compensation paid for services performed under this Agreement be
25 in excess of Eight Million, Five Hundred and Forty-Six Thousand, Nine Hundred and Twenty-Six, and
26 No/100 Dollars (\$8,546,926.00) during the term of this Agreement.

27 It is understood that all expenses incidental to CONTRACTOR'S performance of services
28 under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply with any

1 provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

2 B. It is understood by COUNTY and CONTRACTOR that any Medi-Cal FFP above the
3 amounts stated in Exhibit C will be used to directly offset the COUNTY's contribution of MHSA funds as
4 identified in Exhibit C, and may be used to expand program services to persons served and/or increase
5 program capacity with the written approval of the COUNTY's DBH Director or his or her designee.
6 CONTRACTOR shall submit a written request to the COUNTY's DBH Director or his or her designee for
7 such approval. The offset of funds will also be clearly identified in monthly invoices received from
8 CONTRACTOR as further described in Section Five (5) of this Agreement.

9 C. If CONTRACTOR fails to generate the Medi-Cal revenue and/or client fee
10 reimbursement amounts set forth in Exhibit C, COUNTY shall not be obligated to pay the difference
11 between these estimated amounts and the actual amounts generated.

12 D. Travel shall be reimbursed based on actual expenditures and mileage
13 reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the Federal Internal
14 Revenue Services (IRS) published rate.

15 E. Payment shall be made upon certification or other proof satisfactory to COUNTY's
16 DBH that services have actually been performed by CONTRACTOR as specified in this Agreement

17 F. For services rendered herein, CONTRACTOR shall assure that an ongoing quality
18 assurance component is in place and is occurring. CONTRACTOR shall assure that clinical records for
19 each person served are of such detail and length that a review of said record will verify that appropriate
20 services were provided. If the record is unclear, incomplete, and/or indicates that appropriate services were
21 not provided, COUNTY reserves the right to withhold payment for the applicable unit(s) of services.

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

28 H. COUNTY shall not be obligated to make any payments under this Agreement if the

1 request for payment is received by COUNTY more than sixty (60) days after this Agreement has terminated
2 or expired.

3 I. All final invoices and/or any final budget modification requests shall be submitted by
4 CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No
5 action shall be taken by COUNTY on invoices submitted beyond the sixty (60) day closeout period. Any
6 compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this
7 Agreement shall automatically revert to COUNTY.

8 J. The services provided by CONTRACTOR under this Agreement are funded in whole
9 or in part by the State of California. In the event that funding for these services is delayed by the State
10 Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred payment shall
11 not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of
12 the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to
13 COUNTY plus forty-five (45) days.

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

28 L. It is understood by CONTRACTOR and COUNTY that this Agreement is funded with

1 mental health and substance use disorder funds to serve adults, many of whom have mental health and co-
2 occurring substance use disorders. It is further understood by CONTRACTOR and COUNTY that funds
3 shall be used to support appropriately integrated and documented treatment services for co-occurring
4 mental health and substance use disorders and that integrated services can be documented in
5 assessments, interventions, and program notes documenting linkages and services.

6 M. PUBLIC INFORMATION – CONTRACTOR shall disclose its funding source in all
7 public information. Communication products must follow DBH graphic standards, including typefaces
8 and colors, to communicate our authority and project a unified brand. This includes all media types and
9 channels and all materials on and offline that are created as part of DBH's efforts to provide information
10 to the public. Communication products must include a funding acknowledgement determined by the
11 level of funding provided by DBH as follows:

- 12 1) A Program of Fresno County Department of Behavioral Health (100%
13 funded);
- 14 2) Funding provided by Fresno County Department of Behavioral Health
15 (50% or more funded); and
- 16 3) Funded, in part, by County of Fresno Department of Behavioral Health
17 (less than 50% funded).

18 5. **INVOICING**

19 A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each
20 month for actual expenses incurred during the prior month electronically to: 1)
21 dbhinvoicereview@fresnocountyca.gov, 2) dbh-invoices@fresnocountyca.gov; and 3)
22 dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned COUNTY DBH Staff
23 Analyst. After CONTRACTOR renders service to referred persons served, CONTRACTOR shall invoice
24 COUNTY for payment, certify the expenditure, and submit electronic claiming data into COUNTY's
25 electronic information system for all persons served, including those eligible for Medi-Cal as well as those
26 that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit. Invoices and
27 reports shall be in such detail as acceptable to COUNTY's DBH, as described herein and in Section Fifteen
28 (15) of this Agreement. Billing information must include the name of the person served, identification

1 number, date of service, type of mental health service provided, duration of service, International
2 Classification of Diseases (ICD) diagnosis, service provider name, units of service provided, rate of service
3 provided, and actual amount of service. No reimbursement for costs incurred by CONTRACTOR for
4 services delivered under this Agreement shall be made until the invoice and supporting documentation is
5 received, verified, and approved by COUNTY's DBH. COUNTY must pay CONTRACTOR before
6 submitting a claim to DHCS for Federal reimbursement for Medi-Cal eligible persons served.

7 B. If CONTRACTOR chooses to utilize the COUNTY's electronic health record system
8 (EHR) as their own full electronic health records system, COUNTY's DBH shall invoice CONTRACTOR in
9 arrears by the fifth (5th) day of each month for the prior month's hosting fee for access to the COUNTY's
10 electronic information system in accordance with the fee schedule as set forth in Exhibit D, "Electronic
11 Health Records Software Charges" attached hereto and incorporated herein by this reference and made
12 part of this Agreement. COUNTY shall invoice CONTRACTOR annually for the annual maintenance and
13 licensing fee for access to the COUNTY's electronic information system in accordance with the fee
14 schedule as set forth in Exhibit D. CONTRACTOR shall provide payment for these expenditures to
15 COUNTY's Fresno County Department of Behavioral Health, Accounts Receivable, P.O. Box 712, Fresno,
16 CA 93717-0712, Attention: Business Office, within forty-five (45) days after the date of receipt by
17 CONTRACTOR of the invoicing provided by COUNTY.

18 C. At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect or
19 is otherwise not in proper form or substance, COUNTY's DBH Director or designee, shall have the right to
20 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior
21 notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety
22 (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice
23 is still not corrected to COUNTY DBH's satisfaction, COUNTY's DBH Director or designee, may elect to
24 terminate this Agreement, pursuant to the termination provisions stated in Section Three (3) of this
25 Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this
26 Agreement or termination of this Agreement, at the discretion of COUNTY's DBH Director or designee,
27 COUNTY's DBH shall have the right to deny payment of any additional invoices received.

28 D. CONTRACTOR shall submit monthly invoices and general ledgers to COUNTY's

1 DBH that itemize the line item charges for monthly program costs. Unallowable costs such as lobbying or
2 political donations must be deducted from the monthly invoice reimbursements. The invoices and general
3 ledgers will serve as tracking tools to determine if CONTRACTOR's program costs are in accordance with
4 its budgeted cost, and cost per unit negotiated by service modes compared to actual cost per unit, as set
5 forth in Exhibit C. The actual cost per unit will be based upon total costs and total units of service. It will
6 also serve for the COUNTY to certify the public funds expended for purposes of claiming Federal and
7 State reimbursement for the cost of Medi-Cal services and activities. Failure to submit reports and other
8 supporting documentation shall be deemed sufficient cause for COUNTY to withhold payments until there
9 is compliance, as further described in Section Five (5) herein.

10 E. Monthly invoices shall include a roster of persons served, identifying volume
11 reported by payer group (including third party payer of services) by month and year-to-date, including
12 percentages.

13 F. CONTRACTOR must report all third party collections from other funding sources
14 for Medicare, private insurance, client private pay or any other third party. Monthly invoices for
15 reimbursement must equal the amount due CONTRACTOR less any funding sources not eligible for
16 Federal reimbursement and any other revenues generated by CONTRACTOR (i.e., private insurance,
17 etc.).

18 G. CONTRACTOR shall remit annually within ninety (90) days from June 30th, a
19 schedule to provide the required information on published charges for all authorized direct specialty
20 mental health services. The published charge listing will serve as a source document to determine the
21 CONTRACTOR's usual and customary charge prevalent in the public mental health sector that is used
22 to bill the general public, insurers or other non-Medi-Cal third party payers during the course of business
23 operations.

24 H. CONTRACTOR shall submit monthly staffing reports that identify all direct service
25 and support staff, applicable licensure/certifications, and full-time hours worked to be used as a tracking
26 tool to determine if CONTRACTOR's program is staffed according to the services provided under this
27 Agreement.

28 CONTRACTOR must maintain financial records for a period of seven (7) years or until any dispute,

1 audit or inspection is resolved, whichever is later. CONTRACTOR will be responsible for any
2 disallowances related to inadequate documentation.

3 I. CONTRACTOR is responsible for collecting and managing of data in a manner to
4 be determined by DHCS and COUNTY's DBH in accordance with applicable rules and regulations.
5 COUNTY's electronic information system is a critical source of information for purposes of monitoring
6 service volume and obtaining reimbursement. CONTRACTOR must attend the COUNTY's DBH training
7 on equipment reporting for assets, intangible and sensitive minor assets, COUNTY's electronic
8 information system, and related cost reporting.

9 J. CONTRACTOR shall submit service data into COUNTY's electronic information
10 system within twenty-four (24) hours from the date of services were rendered. Federal and State
11 reimbursement for Medi-Cal specialty mental health services is based on public expenditures certified
12 by the CONTRACTOR.

13 K. CONTRACTOR must provide all necessary data to allow COUNTY to bill Medi-
14 Cal, and any other third-party source, for services and meet State and Federal reporting requirements.
15 The necessary data can be provided by a variety of means, including but not limited to: 1) direct data
16 entry into COUNTY's electronic information system; 2) providing an electronic file compatible with
17 COUNTY's electronic information system; or 3) integration between COUNTY's electronic information
18 system and CONTRACTOR's information system(s).

19 L. If a person served has dual coverage, such as other health coverage (OHC) or
20 Federal Medicare, CONTRACTOR will be responsible for billing the carrier and obtaining a
21 payment/denial or have validation of claiming with no response ninety (90) days after the claim was
22 mailed before the service can be entered into COUNTY's electronic information system.
23 CONTRACTOR must report all third party collections or revenue for Medicare, third party, client pay, or
24 private pay in each monthly invoice and in the annual cost report that is required to be submitted. A
25 copy of explanation of benefits or CMS 1500 form is required as documentation. CONTRACTOR shall
26 submit monthly invoices for reimbursement that equal the amount due CONTRACTOR less any funding
27 sources not eligible for Federal and State reimbursement. CONTRACTOR must comply with all laws
28 and regulations governing the Federal Medicare program, including, but not limited to: 1) the

1 requirement of the Medicare Act, 42 U.S.C. section 1395 et seq; and 2) the regulation and rules
2 promulgated by the Federal Centers for Medicare and Medicaid Services as they relate to participation,
3 coverage and claiming reimbursement. CONTRACTOR will be responsible for compliance as of the
4 effective date of each Federal, State or local law or regulation specified.

5 M. Data entry into the COUNTY's electronic information system shall be the
6 responsibility of CONTRACTOR. The direct specialty mental health services data must be reconciled by
7 the CONTRACTOR to the monthly invoices submitted for payment. COUNTY shall monitor the volume
8 of services and cost of services entered into COUNTY's electronic information system. Any and all audit
9 exceptions resulting from the provision and reporting of specialty mental health services by
10 CONTRACTOR shall be the sole responsibility of CONTRACTOR. CONTRACTOR will comply with all
11 applicable policies, procedures, directives and guidelines regarding the use of COUNTY's electronic
12 information system. If CONTRACTOR elects to use their own Electronic Health Record (EHR) system,
13 the EHR must have Certification Commission for Healthcare Information Technology (CCHIT)
14 certification for Security Access Control, Audit and Authentication. CONTRACTOR's billers in the EHR
15 system will need to sign an Electronic Signature Certification (ESR).

16 N. Medi-Cal Certification and Mental Health Plan Compliance

17 CONTRACTOR shall establish and maintain Medi-Cal certification or become
18 certified within ninety (90) days of the issuance of the facility's occupancy notice and fire clearance
19 through COUNTY's DBH for services to be delivered under this Agreement through COUNTY to provide
20 reimbursable services to Medi-Cal eligible persons. In addition, CONTRACTOR shall work with
21 COUNTY's DBH to execute the process if not currently certified by COUNTY for credentialing of staff.
22 Service location must be approved by COUNTY's DBH during the Medi-Cal certification process.
23 During this process, the CONTRACTOR shall obtain a legal entity number established by DHCS, as this
24 is a requirement for maintaining Mental Health Plan Organizational Provider status throughout the term
25 of this Agreement. CONTRACTOR shall become Medi-Cal certified prior to providing services to Medi-
26 Cal eligible persons and seeking reimbursement from the COUNTY for costs associated with direct
27 specialty mental health services. CONTRACTOR will not be reimbursed by COUNTY for any services
28 rendered prior to Medi-Cal certification. CONTRACTOR shall comply with any and all requests and

1 directives associated with COUNTY maintaining State Medi-Cal site certification.

2 O. CONTRACTOR shall provide specialty mental health services in accordance with
3 COUNTY's MHP. CONTRACTOR must comply with the "Fresno County Mental Health Plan
4 Compliance Program and Code of Conduct" set forth in Exhibit E, attached hereto and incorporated
5 herein by reference and made part of this Agreement.

6 P. CONTRACTOR may provide direct specialty mental health services using
7 unlicensed staff as long as the CONTRACTOR is approved as an Organizational Provider by the
8 COUNTY's Mental Health Plan (MHP) and the individual is supervised by licensed staff who meet the
9 Board of Behavioral Sciences requirements for supervision, works within his/her scope, and only
10 delivers allowable direct specialty mental health services. Unlicensed staff must also be credentialed by
11 COUNTY's MHP.

12 Q. It is understood that each service is subject to audit for compliance with Federal
13 and State regulations, and that COUNTY may be making payments in advance of said review. In the
14 event that a service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set
15 off from other payments due the amount of said disapproved services. CONTRACTOR shall be
16 responsible for audit exceptions to ineligible dates of services or incorrect application of utilization
17 review requirements. CONTRACTOR shall comply with any and all requests associated with any State
18 and/or Federal reviews or audits.

19 **6. INDEPENDENT CONTRACTOR**

20 In performance of the work, duties and obligations assumed by CONTRACTOR under this
21 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
22 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
23 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
24 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
25 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
26 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
27 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

28 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the

1 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
2 thereof.

3 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
4 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be
5 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee
6 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all
7 matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security
8 withholding and all other regulations governing such matters. It is acknowledged that during the term of this
9 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
10 Agreement.

11 **7. MODIFICATION**

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

14 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment,
15 Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the individual program
16 budgets, as set forth in Exhibit C, that do not exceed ten percent (10%) of the maximum compensation
17 payable to CONTRACTOR, and movement of funds between the individual program budgets that does not
18 exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR, may be made
19 with the written approval of COUNTY's DBH Director or designee. Modifications shall not result in any
20 change to the maximum compensation amounts payable to CONTRACTOR, as stated in this Agreement.

21 **8. NON-ASSIGNMENT**

22 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
23 under this Agreement without the prior written consent of the other party.

24 **9. INDEMNITY AND DEFENSE**

25 A. Indemnity. The Contractor shall indemnify and hold harmless and defend the County
26 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,
27 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the
28 County, the Contractor, or any third party that arise from or relate to the performance or failure to perform

1 by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The
2 County may conduct or participate in its own defense without affecting the Contractor's obligation to
3 indemnify and hold harmless or defend the County.

4 B. Survival. This Clause 9 survives the termination of this Agreement.

5 **10. INSURANCE**

6 The Contractor shall comply with all the insurance requirements in Exhibit F to this
7 Agreement.

8 **11. LICENSES/CERTIFICATES**

9 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall
10 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the
11 provision of the services hereunder and required by the laws and regulations of the United States of
12 America, State of California, the County of Fresno, and any other applicable governmental agencies.
13 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such
14 licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any
15 appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all
16 applicable laws, rules or regulations, as may now exist or be hereafter changed.

17 **12. RECORDS**

18 CONTRACTOR shall maintain its records in accordance with Exhibit G "Documentation
19 Standards for Client Records," and any future amendments to this document, attached hereto and
20 incorporated herein by reference and made part of this Agreement. The client record shall begin with
21 registration and intake and include client authorizations, assessments, plans of care, and progress
22 notes, as well as other documents as approved by the COUNTY's DBH.

23 If CONTRACTOR determines to maintain its records in COUNTY's EHR system, it shall
24 provide COUNTY's DBH Director, or designee, with a thirty (30) day notice. If at any time
25 CONTRACTOR chooses not to maintain its records in COUNTY's EHR system, it shall provide
26 COUNTY'S DBH Director, or designee, with a thirty (30) day notice and CONTRACTOR will be
27 responsible for obtaining its own system, at its own cost, for Electronic Health Record management.

28 Disclaimer – COUNTY makes no warranty or representation that information entered into the

1 COUNTY's EHR system by CONTRACTOR will be accurate, adequate or satisfactory for
2 CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or
3 transmitted or received by CONTRACTOR, is or will be secure from unauthorized access, viewing, use,
4 disclosure, or breach. CONTRACTOR is solely responsible for client information entered by
5 CONTRACTOR into the COUNTY's EHR system. CONTRACTOR agrees that all Private Health
6 Information (PHI) maintained by CONTRACTOR in COUNTY's EHR system will be maintained in
7 conformance with all Health Insurance Portability and Accountability Act (HIPAA) laws, as stated in
8 Section Eighteen (18), "Health Insurance Portability and Accountability Act".

9 COUNTY shall be allowed to review all records of services provided, including the goals and
10 objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives. All
11 mental health records shall be considered the property of the COUNTY and shall be retained by the
12 COUNTY upon termination or expiration of this Agreement. All medical records shall be maintained for a
13 minimum of ten (10) years from the date of the end of the Agreement.

14 During site visits, COUNTY shall be allowed to review records of services provided,
15 including the goals and objectives of the treatment plan, and how the therapy provided is achieving the
16 goals and objectives. All medical records shall be maintained for a minimum of ten (10) years from the
17 date of the end of the Agreement.

18 **13. REPORTS**

19 A. Outcome Reports

20 CONTRACTOR shall submit to COUNTY's DBH service outcome reports as
21 requested by COUNTY's DBH and in accordance with Exhibit H "Performance Outcome Measures," and
22 any future amendments to this document, attached hereto and by this reference incorporated and made
23 part of this Agreement,. Outcome reports and outcome requirements are subject to change at COUNTY's
24 DBH discretion.

25 B. Monthly Staffing Reports

26 CONTRACTOR shall submit to County's DBH by the 10th of each month all staff
27 working for the program in that month as set form in Exhibit I "Monthly Staffing Report," and any future
28 amendments to this document.

1 C. Quarterly Progress Reports

2 CONTRACTOR shall complete Quarterly Progress Reports in the form set forth in
3 Exhibit J “Encounter-based Report,” and any future amendments to this document, attached hereto and
4 by this reference incorporated herein and made part of this Agreement. Quarterly reports shall be submitted
5 to COUNTY’s DBH Contracts Division for review within thirty (30) days of the end of each quarter.

6 D. MHSA PEI

7 CONTRACTOR shall submit to the County’s DBH MHSA PEI reports and participate
8 in evaluation activities as described in Exhibit A.

9 E. Cost Report

10 CONTRACTOR agrees to submit a complete and accurate detailed cost report on
11 an annual basis for each fiscal year ending June 30th in the format prescribed by the DHCS for the
12 purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. Each cost report will
13 be the source document for several phases of settlement with the DHCS for the purposes of Short
14 Doyle Medi-Cal reimbursement. CONTRACTOR shall report costs under their approved legal entity
15 number established during the Medi-Cal certification process. The information provided applies to
16 CONTRACTOR for program related costs for services rendered to Medi-Cal and non Medi-Cal. The
17 CONTRACTOR will remit a schedule to provide the required information on published charges (PC) for
18 all authorized services. The report will serve as a source document to determine their usual and
19 customary charge prevalent in the public mental health sector that is used to bill the general public,
20 insurers or other non-Medi-Cal third party payers during the course of business operations.

21 CONTRACTOR must report all collections for Medi-Cal/Medicare services and collections.

22 CONTRACTOR shall also submit with each cost report a copy of the CONTRACTOR’s general ledger
23 that supports revenues and expenditures. CONTRACTOR must also include a reconciled detailed
24 report of the total units of services rendered under this Agreement compared to the units of services
25 entered by CONTRACTOR into COUNTY’s data system.

26 Cost reports must be submitted to the COUNTY as a hard copy with a signed
27 cover letter and electronic copy of the completed DHCS cost report form along with requested support
28 documents following each fiscal year ending June 30th. During the month of September of each year

1 this Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates
2 the training session, DHCS cost report template worksheets, and deadlines to submit as determined by
3 the State annually. Remit the hard copies of the cost reports to County of Fresno, Attention: Cost
4 Report Team, P.O. Box 45003, Fresno, CA 93718. Remit the electronic copy or any inquiries to
5 DBHcostreportteam@fresnocountyca.gov..

6 All cost reports must be prepared in accordance with Generally Accepted
7 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3)
8 and 5718(c). Unallowable costs such as lobby or political donations must be deducted on the cost
9 report and invoice reimbursements.

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

14 F. Settlements with State Department of Health Care Services (DHCS)

15 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR
16 agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit
17 settlement findings related to the Medi-Cal and realignment reimbursements. CONTRACTOR will
18 participate in the several phases of settlements between COUNTY, CONTRACTOR and DHCS. The
19 phases of initial cost reporting for settlement according to State reconciliation of records for paid Medi-
20 Cal services and audit settlement are: DHCS audit: 1) initial cost reporting - after an internal review by
21 COUNTY, the COUNTY files cost report with DHCS on behalf of the CONTRACTOR's legal entity for
22 the fiscal year; 2) Settlement –State reconciliation of records for paid Medi-Cal services, approximately
23 eighteen (18) to thirty-six (36) months following the State close of the fiscal year, DHCS will send notice
24 for any settlement under this provision will be sent to the COUNTY; and 3) Audit Settlement-DHCS
25 audit. After final reconciliation and settlement, COUNTY and/or DHCS may conduct a review of
26 medical records, cost report along with support documents submitted to COUNTY in initial submission
27 to determine accuracy and may disallow cost and/or unit of service reported on the CONTRACTOR's
28 legal entity cost report. COUNTY may choose to appeal and therefore reserves the right to defer

1 payback settlement with CONTRACTOR until resolution of the appeal. DHCS Audits will follow federal
2 Medicaid procedures for managing overpayments.

3 If at the end of the Audit Settlement, the COUNTY determines that it overpaid
4 the CONTRACTOR, it will require the CONTRACTOR to repay the Medi-Cal related overpayment
5 back to the COUNTY.

6 Funds owed to COUNTY will be due within forty-five (45) days of notification by
7 the COUNTY, or COUNTY shall withhold future payments until all excess funds have been recouped
8 by means of an offset against any payments then or thereafter owing to CONTRACTOR under this or
9 any other Agreement.

10 G. Additional Reports

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

18 **14. MONITORING**

19 CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director, and the
20 State Department of Health Care Services or their designees, the right to review and monitor records,
21 services, or procedures, at any time, in regard to clients, as well as the overall operation of
22 CONTRACTOR's performance, in order to ensure compliance with the terms and conditions of this
23 Agreement.

24 **15. REFERENCES TO LAWS AND RULES**

25 In the event any law, regulation, or policy referred to in this Agreement is amended during
26 the term thereof, the parties hereto agree to comply with the amended provision as of the effective date of
27 such amendment.

28 **16. COMPLIANCE WITH STATE REQUIREMENTS**

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

6 CONTRACTOR shall inform every person served of their rights under the COUNTY's
7 Mental Health Plan as described in Exhibit L, "Mental Health Plan Grievances and Appeals Process",
8 attached hereto and by this reference incorporated herein and made part of this Agreement.

9 CONTRACTOR shall also file an incident report for all incidents involving persons served,
10 following the COUNTY's DBH "Incident Reporting and Intensive Analysis" policy and procedure guide and
11 using the "Protocol for Completion of Incident Report" protocol and user guide identified in Exhibit M,
12 attached hereto and by this reference incorporated herein and made part of this Agreement.

13 **17. CONFIDENTIALITY**

14 All services performed by CONTRACTOR under this Agreement shall be in strict
15 conformance with all applicable Federal, State of California and/or local laws and regulations relating to
16 confidentiality.

17 **18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

18 COUNTY and CONTRACTOR each consider and represent themselves as covered entities
19 as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
20 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

21 COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is only
22 for treatment, payment, and health care operations.

23 COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of
24 PHI pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic
25 and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the
26 U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws. As part of
27 the HIPAA Regulations, the Privacy Rule and the Security Rule require CONTRACTOR to enter into a
28 contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to,

1 Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations.

2 **19. DATA SECURITY**

3 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
4 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of
5 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a
6 contractual relationship with COUNTY for the purpose of providing services under this Agreement must
7 employ adequate data security measures to protect the confidential information provided to CONTRACTOR
8 by COUNTY, including but not limited to the following:

9 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

10 CONTRACTOR may not connect to COUNTY networks via personally owned
11 mobile, wireless or handheld devices, unless the following conditions are met:

- 12 1) CONTRACTOR has received authorization by COUNTY for
13 telecommuting purposes;
- 14 2) Current virus protection software is in place;
- 15 3) Mobile device has the remote wipe feature enabled; and
- 16 4) A secure connection is used.

17 B. CONTRACTOR-Owned Computers or Computer Peripherals

18 CONTRACTOR may not bring contractor-owned computers or computer peripherals
19 into COUNTY for use without prior authorization from COUNTY's Chief Information Officer and/or
20 designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data
21 must be encrypted and stored on a secure server approved by COUNTY and transferred by means of a
22 Virtual Private Network (VPN) connection, or another type of secure connection.

23 C. COUNTY-Owned Computer Equipment

24 CONTRACTOR may not use COUNTY computers or computer peripherals on non-
25 County premises without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

26 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive
27 data on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

28 E. CONTRACTOR shall be responsible to employ strict controls to ensure the

1 integrity and security of COUNTY’s confidential information and prevent unauthorized access, viewing, use,
2 or disclosure of data maintained in computer files, program documentation, data processing systems, data
3 files, and data processing equipment which stores or processes COUNTY data internally and externally.

4 F. Confidential client information transmitted to one party by the other by means
5 of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128
6 BIT or higher. Additionally, a password or pass phrase must be utilized.

7 G. CONTRACTOR is responsible to immediately notify COUNTY of any
8 violations, breaches or potential breaches of security related to COUNTY’s confidential information, data
9 maintained in computer files, program documentation, data processing systems, data files and data
10 processing equipment which stores or processes COUNTY data internally or externally.

11 H. COUNTY shall provide oversight to CONTRACTOR’s response to all
12 incidents arising from a possible breach of security related to COUNTY’s confidential client information
13 provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected
14 individuals as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR
15 will be responsible for all costs incurred as a result of providing the required notification.

16 **20. PROPERTY OF COUNTY**

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

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

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

25 type.

<u>Asset Type</u>	<u>Threshold</u>
26 • Land	27 \$0

1	• Buildings and Improvements	\$100,000
2	• Infrastructure	\$100,000
3	• Tangible	\$5,000
4	o Equipment	
5	o Vehicles	
6	• Intangible	\$100,000
7	o Internally Generated Software	
8	o Purchased Software	
9	o Easements	
10	o Patents	
11	• And Capital Lease	\$5,000

12
13 Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is
14 approved and identified as an asset, it will be tagged with a COUNTY program number. A Fixed Asset Log,
15 and any future amendments to this document, attached hereto as Exhibit N and by this reference
16 incorporated herein and made part of this Agreement, will be maintained by COUNTY's Asset
17 Management System and annually inventoried until the asset is fully depreciated. During the terms of this
18 Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DBH Asset
19 Inventory System.

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

26 C. Assets shall be retained by COUNTY, as COUNTY property, in the event
27 this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in
28 an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this

1 Agreement, CONTRACTOR shall be physically present when fixed and inventoried assets are returned to
2 COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY-owned
3 undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the
4 assets at the expiration or termination of this Agreement.

5 CONTRACTOR further agrees to the following:

6 1) Maintain all items of equipment in good working order and condition,
7 normal wear and tear is expected;

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

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

15 D. The purchase of any equipment by CONTRACTOR with funds provided
16 hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this
17 Agreement as appropriate, and must be directly related to CONTRACTOR's services or activities under the
18 terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from
19 equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been
20 obtained from COUNTY.

21 E. CONTRACTOR must obtain prior written approval from COUNTY's DBH
22 Director or designee whenever there is any modification or change in the use of any property acquired or
23 improved, in whole or in part, using funds under this Agreement. If any real or personal property acquired
24 or improved with said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which
25 does not qualify under this Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to
26 the current fair market value of the property, less any portion thereof attributable to expenditures of funds
27 not provided under this Agreement. These requirements shall continue in effect for the life of the property.
28 In the event this Agreement expires, or terminates, the requirements for this Section shall remain in effect

1 for activities or property funded with said funds, unless action is taken by the State government to relieve
2 COUNTY of these obligations.

3 **21. NON-DISCRIMINATION**

4 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not
5 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin,
6 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,
7 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, not shall
8 they discriminate unlawfully against any employee or applicant for employment because of race, religious
9 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
10 information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and
11 veteran status.

12 CONTRACTOR shall ensure that the evaluation and treatment of employees and
13 applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall
14 comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12800 et seq.), the
15 regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5,
16 Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5), and the
17 regulations or standards adopted by the awarding state agency to implement such article. CONTRACTOR
18 shall permit access by representatives of the Department of Fair Employment and Housing and the
19 awarding state agency upon reasonable notice at any time during the normal business hours, but in no
20 case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources
21 of information and its facilities as said department or agency shall require to ascertain compliance with this
22 clause. CONTRACTOR and its subcontractors shall give written notice of their obligations under this
23 clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal.
24 Code Regs., tit. 2, §11105). CONTRACTOR shall include the non-discrimination and compliance
25 provisions of this clause in all subcontracts to perform work under this Agreement.

26 **22. CULTURAL COMPETENCY**

27 As related to Cultural and Linguistic Competence:

28 A. CONTRACTOR shall not discriminate against beneficiaries based on race,

1 color, national origin, sex, disability, or religion. CONTRACTOR shall ensure that a limited and/or no
2 English proficient beneficiary is entitled to equal access and participation in federally funded programs
3 through the provision of comprehensive and quality bilingual services pursuant to Title 6 of the Civil
4 Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of
5 1979.

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

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

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

27 E. CONTRACTOR shall submit to COUNTY for approval, within ninety (90)
28 days from date of contract execution, CONTRACTOR's plan to address all fifteen (15) National Standards

1 for Culturally and Linguistically Appropriate Service (CLAS), as published by the Office of Minority Health
2 and as set forth in Exhibit O “National Standards on Culturally and Linguistically Appropriate Services,” and
3 any future amendments to these standards, attached hereto and incorporated herein by reference and
4 made part of this Agreement. As the CLAS standards are updated, CONTRACTOR’s plan must be
5 updated accordingly. As requested by COUNTY, CONTRACTOR shall be responsible for conducting an
6 annual CLAS self-assessment and providing the results of the self-assessment to the COUNTY. The
7 annual CLAS self-assessment instruments shall be reviewed by the COUNTY and revised as necessary to
8 meet the approval of the COUNTY.

9 F. Cultural competency training for CONTRACTOR’s staff should be
10 substantively integrated into health professions education and training at all levels, both academically and
11 functionally, including core curriculum, professional licensure, and continuing professional development
12 programs. As requested by COUNTY, CONTRACTOR shall report on the completion of cultural
13 competency trainings to ensure direct service providers are completing a minimum of one (1) cultural
14 competency training annually.

15 G. CONTRACTOR shall create and sustain a forum that includes staff at all
16 agency levels to discuss cultural competence. COUNTY encourages a representative from
17 CONTRACTOR’s forum to attend COUNTY’s Diversity, Equity and Inclusion (DEI) Committee, formerly
18 known as Cultural Humility Committee.

19 **23. AMERICANS WITH DISABILITIES ACT**

20 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to
21 this Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act
22 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations
23 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,
24 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and
25 information technology (EIT) accessible to people with disabilities. California Government Code section
26 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

27 **24. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

28 To the extent necessary to prevent disallowance of reimbursement under section 1861(v)(1)

1 (l) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after
2 the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request
3 to the Secretary of the United States Department of Health and Human Services, or upon request to the
4 Comptroller General of the United States General Accounting Office, or any of their duly authorized
5 representatives, a copy of this Agreement and such books, documents, and records as are necessary to
6 certify the nature and extent of the costs of these services provided by CONTRACTOR under this
7 Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties
8 under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars
9 (\$10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall
10 contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services
11 pursuant to such subcontract, the related organizations shall make available, upon written request to the
12 Secretary of the United States Department of Health and Human Services, or upon request to the
13 Comptroller General of the United States General Accounting Office, or any of their duly authorized
14 representatives, a copy of such subcontract and such books, documents, and records of such organization
15 as are necessary to verify the nature and extent of such costs.

16 **25. SINGLE AUDIT CLAUSE**

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

1 agreements with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of
2 CONTRACTOR.

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

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

21 **26. COMPLIANCE**

22 CONTRACTOR agrees to comply with COUNTY's Contractor Code of Conduct and Ethics
23 and the COUNTY's Compliance Program in accordance with Exhibit E "Fresno County Mental Health Plan
24 Compliance Program Code of Conduct," and any future amendments to this document. Within thirty (30)
25 days of entering into this Agreement with COUNTY, CONTRACTOR shall have all of CONTRACTOR's
26 employees, agents, and subcontractors providing services under this Agreement certify in writing, that he or
27 she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics.
28 CONTRACTOR shall ensure that within thirty (30) days of hire, all new employees, agents, and

1 subcontractors providing services under this Agreement shall certify in writing that he or she has received,
2 read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR
3 understands that the promotion of and adherence to the Contractor Code of Conduct is an element in
4 evaluating the performance of CONTRACTOR and its employees, agents and subcontractors.

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

15 **27. ASSURANCES**

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

28 A. If COUNTY has notice that either CONTRACTOR, or its officers, have been charged

1 with a criminal offense related to any Federal Health Care Program, or are proposed for exclusion during
2 the term of any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the
3 accuracy of any claims submitted to any Federal Health Care Program. At its discretion, given such
4 circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of the
5 charges or the proposed exclusion.

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

13 1) In the event the potential employee or subcontractor informs
14 CONTRACTOR that he or she is excluded, suspended, debarred, or otherwise ineligible, or has been
15 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR hires or
16 engages such potential employee or subcontractor, CONTRACTOR will ensure that said employee or
17 subcontractor does no work, either directly or indirectly relating to services provided to COUNTY.

18 2) Notwithstanding the above, COUNTY, at its discretion, may terminate
19 this Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
20 defined by COUNTY) that no excluded, suspended, or otherwise ineligible employee or subcontractor of
21 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY.
22 Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY
23 to protect the interests of COUNTY consumers.

24 C. CONTRACTOR shall verify (by asking the applicable employees and
25 subcontractors) that all current employees and existing subcontractors who, in each case, are expected to
26 perform professional services under this Agreement: (1) are not currently excluded, suspended, debarred,
27 or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a
28 criminal offense related to the provision of health care items or services; and (3) have not been reinstated to

1 participate in the Federal Health Care Program after a period of exclusion, suspension, debarment, or
2 ineligibility. In the event any existing employee or subcontractor informs CONTRACTOR that he or she is
3 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs,
4 or has been convicted of a criminal offense relating to the provision of health care services, CONTRACTOR
5 will ensure that said employee or subcontractor does no work, either direct or indirect, relating to services
6 provided to COUNTY.

7 1) CONTRACTOR agrees to notify COUNTY immediately during the
8 term of this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each
9 case, is providing professional services under this Agreement is excluded, suspended, debarred, or
10 otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal offense
11 relating to the provision of health care services.

12 2) Notwithstanding the above, COUNTY, in its discretion, may terminate
13 this Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
14 defined by COUNTY) that no excluded, suspended, or otherwise ineligible employee or subcontractor of
15 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY.
16 Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY
17 to protect the interests of COUNTY consumers.

18 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for
19 information from COUNTY which may be necessary to complete any internal or external audits relating to
20 CONTRACTOR's compliance with the provisions of this Section.

21 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty
22 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of
23 CONTRACTOR's obligations as described in this Section.

24 **28. PUBLICITY PROHIBITION**

25 None of the funds, materials, property or services provided directly or indirectly under this
26 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (*i.e.*, purchasing of
27 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
28 publicity of the services described in Section One (1) of this Agreement shall be allowed as necessary to

1 raise public awareness about the availability of such specific services when approved in advance by
2 COUNTY's DBH Director or designee and at a cost to be provided in Exhibit C for such items as
3 written/printed materials, the use of media (i.e., radio, television, newspapers), and any other related
4 expense(s).

5 **29. COMPLAINTS**

6 CONTRACTOR shall log complaints and the disposition of all complaints from a client or a
7 client's family. CONTRACTOR shall provide a copy of the detailed complaint log entries concerning
8 COUNTY-sponsored clients to COUNTY at monthly intervals by the tenth (10th) day of the following month,
9 in a format that is mutually agreed upon. In addition, CONTRACTOR shall provide details and attach
10 documentation of each complaint with the log. CONTRACTOR shall post signs informing clients of their
11 right to file a complaint or grievance. CONTRACTOR shall notify COUNTY of all incidents reportable to
12 State licensing bodies that affect COUNTY clients within twenty-four (24) hours of receipt of a complaint.

13 Within ten (10) days after each incident or complaint affecting COUNTY clients,
14 CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of
15 the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the
16 complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit L "DBH
17 Grievance and Appeals Process," and any future amendments to this document. CONTRACTOR shall file
18 an incident report for all incidents involving clients, following the protocol and using the worksheet identified
19 in Exhibit M "Protocol for Completion of Incident Report," and any future amendments to this document.

20 **30. CHILD ABUSE REPORTING ACT**

21 CONTRACTOR shall establish a procedure acceptable to the COUNTY's DBH
22 Director, or his or her designee, to ensure that all of the CONTRACTOR's employees, consultants,
23 subcontractors or agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal
24 Code, and performing services under this Agreement shall report all known or suspected child abuse or
25 neglect to a child protective agency as defined in Penal Code section 11165.9. This procedure shall
26 include:

27 A. A requirement that all CONTRACTOR's employees, consultants, subcontractors
28 or agents performing services shall sign a statement that he or she knows of and will comply with the

1 reporting requirements as defined in Penal Code section 11166(a).

2 B. Establishing procedures to ensure reporting even when employees, consultants,
3 subcontractors, or agents who are not required to report child abuse under Penal Code section 11166(a),
4 gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

5 **31. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

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

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

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

26 **32. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

27 CONTRACTOR is required to disclose if any of the following conditions apply to them, their
28 owners, officers, corporate managers, and partners (hereinafter collectively referred to in this Section as

1 “CONTRACTOR”):

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

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

6 2) Violation of a federal or state antitrust statute;

7 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of
8 records; or

9 4) False statements or receipt of stolen property.

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

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

19 CONTRACTOR must sign a “Certification Regarding Debarment, Suspension, and Other
20 Responsibility Matters - Primary Covered Transactions” in the form set forth in Exhibit Q, attached hereto
21 and by this reference incorporated herein and made part of this Agreement. Additionally, CONTRACTOR
22 must immediately advise COUNTY’s DBH in writing if, during the term of this Agreement: (1)
23 CONTRACTOR becomes suspended, debarred, excluded, or ineligible for participation in Federal or State
24 funded programs or from receiving federal funds as listed in the excluded parties’ list system
25 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to CONTRACTOR.

26 CONTRACTOR shall indemnify, defend, and hold COUNTY harmless for any loss or damage resulting
27 from a conviction, debarment, exclusion, ineligibility, or other matter listed in the signed Certification
28 Regarding Debarment, Suspension, and Other Responsibility Matters.

1 **33. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

13 **34. AUDITS AND INSPECTIONS**

14 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY
15 may deem necessary, make available to the COUNTY for examination all of its records and data with
16 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the
17 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
18 CONTRACTOR’S compliance with the terms of this Agreement.

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

22 **36. NOTICES**

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

<u>COUNTY</u> Department of Behavioral Health Director 1925 E. Dakota Ave. Fresno, CA 93726	<u>CONTRACTOR</u> Kings View Chief Executive Officer 7170 N. Financial Dr., Ste. 110 Fresno, CA 93720
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28 All notices between the COUNTY and CONTRACTOR 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 COUNTY business days after deposit in the United States mail, postage prepaid,
5 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
6 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
7 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
8 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
9 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
10 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
11 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
12 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
13 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
14 beginning with section 810).

15 **37. GOVERNING LAW**

16 Venue for any action arising out of or related to this Agreement shall only be in Fresno
17 County, California.

18 The rights and obligations of the parties and all interpretation and performance of this
19 Agreement shall be governed in all respects by the laws of the State of California.

20 **38. ELECTRONIC SIGNATURE**

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

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

8 **39. ENTIRE AGREEMENT**

9 This Agreement constitutes the entire agreement between the CONTRACTOR and
10 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
11 proposals, commitments, writings, advertisements, publications, and understanding of any nature
12 whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR:**

COUNTY OF FRESNO

5 **Kings View** DocuSigned by:

6 By: Amanda Nugent Divine
A04F817F79314D5...



7 Brian Pacheco, Chairman of the Board of
8 Supervisors of the County of Fresno

9 Print Name: Amanda Nugent Divine

10 Title: CEO

11 Chair of the Board, or President
12 or any Vice President

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

13 DocuSigned by:
14 By: Michael Kosareff
78925D1D4D8C408

15 Print Name: Michael Kosareff

16 By: Honame
17 Deputy

18 Title: CFO

19 Secretary of Corporation, or
20 any Assistant Secretary, or
21 Chief Financial Officer, or
22 any Assistant Treasurer

23 **FOR ACCOUNTING USE ONLY:**

23	Fund:	0001
24	Subclass:	10000
25	Org:	56304763
26	Account:	7295
27	FY 2022-23:	\$2,833,225.00
28	FY 2023-24:	\$2,850,944.00
	FY 2024-25:	\$2,862,757.00
	Total:	\$8,546,926.00

Rural Crisis Intervention Team (CIT)

SCOPE OF WORK

CONTRACTOR: Kings View

SITE ADDRESS: 4910 E. Ashlan Ave. Ste. 118, Fresno, CA 93726

CONTRACT TERM: July 1, 2022 – June 30, 2024 and One (1) Twelve-Month Renewal Option

I. PROJECT DESCRIPTION

The goal of the Rural CIT program is to provide crisis intervention services to the rural communities in Fresno County. Services are provided by interagency coordination between behavioral health clinicians, law enforcement and other first responders to identify, triage, assess, and connect or reconnect individuals to treatment and support, and mitigate unnecessary involvement with the criminal justice system.

Rural Crisis Intervention Team (Rural CIT) services include, but are not limited to: assessments, crisis intervention, suicide risk assessments, community referrals and linkages, and case management and care coordination activities. Rural CIT services shall be provided in collaboration with law enforcement and other first responders and out in the field where person served interaction with these agencies typically occurs. Rural CIT staff shall have an understanding of the parameters of law enforcement and first responders, as well as the challenges of serving the rural Fresno County communities.

A. Program Methods

1. With the placement of Rural CIT staff in rural law enforcement agencies, staff will be able to establish data that denotes behavioral health individuals served, crisis and interventions, and will identify those that have repeated use of emergency and crisis resources for each of the rural Fresno County communities.
2. Rural CIT staff collaboration with local law enforcement agencies will increase justice system resources for response to safety and criminal behavioral needs.
 - i. Rural CIT staff will co-respond with law enforcement for rapid response to provide behavioral health crisis intervention as a subject matter experts and provide appropriate follow-up case management and care coordination activities.
3. Individuals engaged by the Rural CIT program will have more efficient access to crisis services, receive services more sensitive to their behavioral health needs, and mitigate further involvement with the criminal justice system.
4. Provide law enforcement and other first responders behavioral health training and education to assist with appropriate triage of individuals in a behavioral health crisis.

II. SERVICES START DATE

Rural CIT services shall begin on July 1, 2022 with current Medi-Cal site certification.

III. TARGET POPULATION

The target population to be served by the Rural CIT program shall be any individual within rural Fresno County experiencing a behavioral health crisis, as dispatched by the rural law enforcement agencies.

It is estimated that the Rural CIT program will receive approximately 2,500 calls for service each fiscal year; however, the available data only includes the East Fresno County cities of Selma, Sanger, Kingsburg, Fowler, Reedley, Orange Cove and Parlier; and the West Fresno County cities of Firebaugh, Mendota, Kerman, San Joaquin, Huron and Coalinga. Approximately 68% of the CIT contacts occur in the East region of Fresno County and the other 32% occur in the West region of Fresno County.

The available demographic information for CIT contacts in fiscal years 20/21 and 21/22 to date is as follows:

	East Region	West Region
Age		
0-15	20%	20%
16-25	20%	18%
25-64	53%	52%
65+	7%	10%
Race/Ethnicity		
African American	2%	2%
Asian/Pacific Islander	2%	1%
Caucasian	19%	19%
Latino	55%	50%
Native American	1%	1%
Other	2%	3%
Unreported	19%	24%
Preferred Language		
English	76%	68%
Hmong	1%	1%
Other	1%	1%
Spanish	17%	18%
Unreported	5%	12%

CONTRACTOR shall provide culturally and linguistically appropriate services that will meet the needs of the rural populations of Fresno County.

IV. LOCATION OF SERVICES

CIT services are to be provided face-to-face in the rural communities of Fresno County. For the rural communities with a minimal call volume and when the clinician deems their travel time is detrimental to the individual's wellbeing, telehealth services may be provided in very limited circumstances.

Services are not to be provided in any facility that employs staff who have the ability to evaluate for and write a Welfare and Institutions Code 5150 hold. These facilities include, but are not limited to: hospitals, emergency departments, the Fresno County jail, inpatient facilities (e.g., psychiatric health facilities, crisis stabilization units, crisis residential facilities, skilled nursing facilities, full-service

partnerships, short-term residential treatment programs, etc.), and mental health treatment facilities (residential or outpatient). Should the CONTRACTOR have any questions about which facilities are not considered part of community response, they must immediately request such clarification from DBH and approval prior to providing services.

CONTRACTOR is highly encouraged to continue the existing collaborations with the Kerman, Firebaugh, Coalinga, Huron, Sanger, Selma and Kingsburg police departments, and co-locate with the rural law enforcement agencies as circumstances permit.

In addition to co-location with law enforcement agencies, CONTRACTOR is required to have office space for administrative and clinical staff, which must be Medi-Cal site certified (see Section 10 of the [Fresno County Mental Health Plan Provider Manual](#)) prior to services being delivered.

V. DESCRIPTION OF SERVICES

The Rural CIT program will work as a unit consisting of field clinicians and law enforcement, providing co-response to crisis calls. This collaboration will allow the Rural CIT program to respond to calls in which there is a behavioral health need to provide crisis interventions services to individuals in the community. Rural CIT will assist in 9-1-1 calls from the public and will be dispatched to the scene with law enforcement, which will allow patrol officers to address other incoming emergency calls. Rural CIT clinicians will respond to the initial crisis, but are also expected to provide post-crisis case management activities, referrals and linkages to appropriate services.

Rural CIT services shall include crisis assessments, suicide risk assessments, safety plan development, disseminating information regarding behavioral health services and community resources, and provide follow-up case management and care coordination activities to link the individual to appropriate services.

Rural CIT services will be culturally responsive, strengths-based, trauma-informed and recovery-oriented. These services will be continuously evaluated by the County and CONTRACTOR. The awarded vendor must adapt to meet the geographically dispersed needs of those living in rural Fresno County, the communities' needs as crisis services and demands fluctuate, and as Fresno County identifies more appropriate CIT models that improve service delivery.

Staff providing Rural CIT services shall have an understanding of the parameters of law enforcement and other first responders, as well as the geographic challenges of serving rural Fresno County communities. These services shall be provided out in the field where person served interaction with law enforcement and other first responders typically occurs and where services are most beneficial.

CONTRACTOR must demonstrate a capability to evolve the program along its intended course and re-direct, as needed, in collaboration with DBH, law enforcement, other first responders and community agencies. CONTRACTOR must agree to cooperate with DBH and the agencies mentioned above in discussing and evaluating the program design and be open to adopting new CIT models.

Rural CIT services must be community-based; incorporate stigma reduction and suicide prevention; and comprehensive of recovery practices and community engagement during the course of service delivery.

Crisis intervention services are intended to be provided in the field during persons served interaction with law enforcement and first responders. Given the nature of crisis intervention services, CONTRACTOR shall demonstrate their knowledge of and capability to meet the following service provisions.

A. Documentation and Billing

1. CONTRACTOR will use Fresno County DBH's electronic health record (EHR) and billing system (currently Avatar), and business management platform (currently Domo) to conduct data analysis.
2. CONTRACTOR must complete all documentation within 24 hours of service delivery, including but not limited to: access forms, client referral forms, progress notes and diagnosis forms. In addition, all related documents need to be uploaded within the same timeframe (e.g., safety plans, 5150 holds, suicide risk assessments, etc.).
3. CONTRACTOR must adhere to the documentation standards established in DBH's [Clinical Documentation and Billing Manual for Specialty Mental Health Services](#), DBH Policy and Procedure Guides (PPG) 2.1.9 "Assessments" (see Exhibit A) and DBH PPG 4.4.6 "Documentation Standards for Progress Notes" (see Exhibit B) as well as any future amendments to these documents.
4. If the person served is encountered by the Rural CIT and an involuntary hold is not initiated, the clinician is required, at minimum, to complete a suicide risk assessment and a safety plan, which must be uploaded into DBH's EHR within 24 hours of the encounter.
5. CONTRACTOR shall utilize collaborative documentation with the person served whenever it is clinically indicated. Staff must adhere to DBH's collaborative documentation standards, which may include training courses offered by DBH.

B. Care Coordination and Community Collaboration

1. CONTRACTOR shall participate in care coordination activities with DBH, law enforcement and other community agencies.
2. CONTRACTOR agrees to coordinate with the Family Urgent Response System in Fresno County and utilize this program as a resource for qualified individuals.
3. Comprehensive knowledge of community resources is essential for clinical staff to refer persons served to appropriate services. CONTRACTOR must make all attempts to ensure program staff are aware of applicable community resources and how to refer to these programs.

VI. STAFFING LEVELS

Rural CIT behavioral health staff, including the clinicians, clinical supervisor and program manager, should be skilled at engaging individuals in crisis in a stabilizing, therapeutic, recovery-focused and person-centered manner. In addition to mental health, clinical staff must be trained to identify and screen for substance use disorders and provide linkage to substance use disorder resources.

At a minimum, CONTRACTOR will provide the following staffing components as needed to meet the needs of rural Fresno County.

- A. A program manager who holds a clinical license to provide program oversight, supervise all program staff, work with agencies to build and expand services, and provide crisis response as needed. The program manager shall meet the supervision experience standards required by the licensing board and have experience working in a CIT program;
- B. A licensed clinical supervisor to provide oversight to all clinicians, collaborate with other community-based organizations and treatment providers, and provide crisis response as needed. The clinical supervisor shall meet the supervision experience standards required by the licensing board and have experience working in a CIT program;
- C. Behavioral health clinicians to provide Rural CIT services 18 hours a day, 7 days a week. Due to the nature of these services, staff shall be adequately trained in de-escalation techniques, suicide risk assessment and crisis response for youth and adult populations.
- D. On-call, extra help or part-time clinical staff to cover shifts and back-up as needed;
- E. One designated administrative support position for the purpose of data collection, tracking and reporting; and
- F. Staff to conduct post-crisis follow-up activities, including but not limited to: linkage to community-based behavioral health services and care coordination activities.

DBH is working to establish a standard productivity rate for contracted providers. Once determined, CONTRACTOR shall capture, evaluate, report staff productivity, and make necessary program adjustments to meet the requirements.

VII. HOURS OF OPERATION

Rural CIT services shall be provided from 6:00am - 12:00am, seven (7) days a week, including holidays.

VIII. PERFORMANCE AND OUTCOME MEASUREMENTS

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

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

Performance outcome measures shall be tracked on an ongoing basis and used to update the COUNTY as requested. In addition, performance outcome measures are reported to the COUNTY annually in accumulative reports for overall program and contract evaluation. Forms and tools used to gather, and report data reflecting services provided, populations served, and impact of those services are to be developed by the COUNTY and CONTRACTOR. CONTRACTOR will work closely with the COUNTY to analyze the data and make necessary adjustments to service delivery and

reporting requirements before the start of each new fiscal year and at appropriate intervals during the fiscal year.

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

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

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

1. Effectiveness
2. Efficiency
3. Access
4. Satisfaction & Feedback of Persons Served & Stakeholders

Additional Reporting Requirements

CONTRACTOR will be responsible for meeting with DBH on a monthly basis, or more often as agreed upon between DBH and CONTRACTOR, for contract and performance monitoring. CONTRACTOR will be required to submit monthly reports to the COUNTY that will include, but not be limited to: dollars billed for Medi-Cal, DSH and MHSA (non-Medi-Cal or non-Medi-Cal services) persons served; actual expenses; the number of persons served/anticipated to be served; wait lists; utilization of services by persons served; and staff composition. These reports will be due within 30 days after the last day of the previous month or payments may be delayed.

DBH requires the following data reporting, which must be submitted to the Department by the 10th of each month, unless otherwise indicated. The reporting period is typically the prior month in which services were provided. The following funding, staffing, services and data must be collected, maintained and reported by the established deadlines. Reporting templates and requirements are subject to change based on State and Federal regulations, funding guidelines and efforts to improve service delivery.

- A. Invoices must be submitted each month and shall include expenses and revenues from the prior month.
- B. The Monthly Staffing Report (Exhibit C) shall be submitted each month and must include each program staff member, their title, full-time equivalent, salary and other information as deemed appropriate by DBH.
- C. Annual Performance Outcome Measures reports shall be completed at least annually and submitted to DBH as requested. County staff will notify the awarded vendor when its agency's participation is required. The performance outcome measurement report process will include survey instruments, person served and staff interviews, chart reviews, and other methods of

obtaining necessary information as appropriate. See Exhibit D – DBH PPG 1.2.7 Performance Outcome Measures for more information.

- D. Encounter-Based Report (Exhibit J is due quarterly and includes, but is not limited to the following):
 - 1. Total unduplicated persons served in each report period.
 - 2. Total number of service contacts in each report period.
 - 3. Basic demographic information for each individual person served in each report period. Demographic information shall include information on age, race, ethnicity, gender. If available, the awarded vendor(s) shall also provide information on language spoken, cultural heritage, LGBTQ+ status, and military status.
 - 4. Description of specific services that each person served was referred to by Rural CIT personnel in each report period.
 - 5. For each person served at the time the Rural CIT crisis intervention services whether the person served was enrolled in any mental health service, and if so, what service that person was enrolled in.
- E. CONTRACTOR shall provide culturally and linguistically appropriate services that align with the National Standards for Culturally and Linguistically Appropriate Services (Exhibit O) as well as any updates to these standards. The program will be required to report staff training related to cultural competency as requested by DBH.

IX. COUNTY RESPONSIBILITIES:

- A. The County will make available the expertise of County identified Peer Support and Family Advocate(s) as informational resources for the awarded vendor. These resources may have designated hours of contact for each rural community or clinician for the purpose of training, material development and ongoing support.
- B. Provide oversight, support, technical assistance and ongoing monitoring of the Rural CIT program through an assigned Contract Analyst and Utilization Review Specialist.
- C. Provide consultation on a regular basis by facilitating monthly provider meetings between DBH and the awarded vendor.
- D. Assist the awarded vendor in analyzing program-generated data to identify system barriers, memorialize program strengths and improve outcomes.
- E. Provide support in establishing and maintaining working relationships between the awarded vendor, law enforcement and other first responders.
- F. Offer training opportunities as funding allows.

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

**Rural Crisis Intervention Team
Kings View
Fiscal Year (FY) 2022-23**

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Executive Director	0.03	\$ 5,459		\$ 5,459
1102	Regional Director	0.16	21,376		21,376
1103	Accountant	0.12	7,144		7,144
1104	Quality Improvement Data Analyst	0.25	16,992		16,992
1105	Administrative Specialist	0.75	39,019		39,019
1106			-		-
1107					-
1108					-
1109					-
1110					-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		1.31	\$ 89,990		\$ 89,990
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Manager	1.00		\$ 110,240	\$ 110,240
1117	Clinical Supervisor	1.00		108,063	108,063
1118	Clinician	16.00		1,407,332	1,407,332
1119	Per Diem Team Responders	1.45		122,515	122,515
1120					-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		19.45		\$ 1,748,150	\$ 1,748,150
			Admin	Program	Total
Direct Personnel Salaries Subtotal		20.76	\$ 89,990	\$ 1,748,150	\$ 1,838,140
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ 927	\$ 16,744	\$ 17,671
1202	Worker's Compensation		1,638	31,816	33,454
1203	Health Insurance		9,089	164,189	173,278
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Direct Employee Benefits Subtotal:			\$ 11,654	\$ 212,749	\$ 224,403
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total

1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	6,884	133,734	140,618
1303	SUI	360	6,993	7,353
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 7,244	\$ 140,727	\$ 147,971
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 108,888	\$ 2,101,626	\$ 2,210,514

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	5%	95%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	3,000
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (Program Supplies)	2,000
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL:		\$ 5,000

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 26,866
3002	Printing/Postage	1,000
3003	Office Supplies & Equipment	5,000
3004	Advertising	-
3005	Staff Development & Training	7,000
3006	Staff Mileage	200
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	44,739
3009	Other (Staff Recruitment)	1,200
3010	Other (Insurance)	24,440
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 110,445

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 17,715
4002	Rent/Lease Building	50,990
4003	Rent/Lease Equipment	4,531
4004	Rent/Lease Vehicles	47,950
4005	Security	5,770
4006	Utilities	9,956
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 136,912

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 49,824
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	200
5005	Other (Avatar Fees)	17,154
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 67,178

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
6002	Professional Liability Insurance	
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (specify):	
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	219,162
6009	Other (Operating)	73,054
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 292,216

INDIRECT COST RATE	11.50%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 10,760
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	200
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		\$ 10,960

TOTAL PROGRAM EXPENSES	\$ 2,833,225
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	15,478	3.26	\$ 50,458
8002	Case Management	12,000	2.50	30,000
8003	Crisis Services	315,000	5.00	1,575,000
8004	Medication Support		-	-
8005	Collateral		-	-
8006	Plan Development		-	-
8007	Assessment	15,477	3.26	50,455
8008	Rehabilitation		-	-
8009	Other (Specify)		-	-
8010	Other (Specify)		-	-
Estimated Specialty Mental Health Services Billing Totals:		357,955		\$ 1,705,913
Estimated % of Clients who are Medi-Cal Beneficiaries				75%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				1,279,435
Federal Financial Participation (FFP) %			50%	639,717
MEDI-CAL FFP TOTAL				\$ 639,717

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		2,193,508
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 2,193,508

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

TOTAL PROGRAM FUNDING SOURCES: \$ 2,833,225

NET PROGRAM COST: \$ (0)

PROGRAM NAME
Provider Name
Fiscal Year (FY) 2022-23

PARTIAL FTE DETAIL

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

Position	Contract #/Name/Department/County	FTE %
Executive Director	PATH SMHS/Fresno	0.01
	PATH OEL/Fresno	0.01
	PATH MOP/Fresno	0.03
	Blue Sky/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.03
	Metro CIT/Fresno	0.02
	Map Point/Fresno	0.01
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH/California State, Tulare, Calaveras, Tuolumne & Kings	0.14
	Shasta	0.09
	Tulare	0.26
	Madera	0.06
	Kings	0.23
	Administrative Department	0.02
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Regional Director	PATH SMHS/Fresno	0.02
	PATH OEL/Fresno	0.02
	PATH MOP/Fresno	0.06
	Blue Sky/Fresno	0.11
	Rural Crisis Intervention/Fresno	0.16
	Metro CIT/Fresno	0.25
	Map Point/Fresno	0.05
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH/California State, Tulare, Calaveras, Tuolumne & Kings	0.15
	Madera	0.14
	Total	

Position	Contract #/Name/Department/County	FTE %
Accountant	PATH SMHS/Fresno	0.06
	PATH OEL/Fresno	0.07
	PATH MOP/Fresno	0.06
	Blue Sky/Fresno	0.10
	Rural Crisis Intervention/Fresno	0.12
	Metro CIT/Fresno	0.10
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH/California State, Tulare, Calaveras, Tuolumne & Kings	0.05
	Shasta	0.07
	Finance Department	0.34
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Quality Improvement Data Analyst	PATH SMHS/Fresno	0.02
	PATH OEL/Fresno	0.05
	PATH MOP/Fresno	0.05
	Blue Sky/Fresno	0.12
	Rural Crisis Intervention/Fresno	0.25
	Metro CIT/Fresno	0.12
	Map Point/Fresno	0.07
	FURS/Fresno	0.03
	Shasta	0.04
	Kings	0.24
	Quality & Performance Improvement Department	0.01
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Administrative Specialist	PATH SMHS/Fresno	0.17
	PATH OEL/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.75
	FURS/Fresno	0.03

	Total	1.00

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

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

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

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

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

**Rural Crisis Intervention Team
Kings View
Fiscal Year (FY) 2022-23 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		2,210,514	
Administrative Positions		89,990	
1101	Executive Director	5,459	Position will provide agency specific staff oversight and represent and maintain the collaborative relationship between agencies.
1102	Regional Director	21,376	Provide program management and direction. Ensures operations are running smoothly and in compliance with contract requirements.
1103	Accountant	7,144	Prepares and provides budget guidance, monthly invoicing, and other fiscal services.
1104	Quality Improvement Data Analyst	16,992	This position will perform a wide range of duties to support data collection, management, and reporting needs for all collaborative partnerships.
1105	Administrative Specialist	39,019	Provides administrative support for the program and assist with medical billing and records.
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		1,748,150	
1116	Program Manager	110,240	Provides supervision of all staff and direct oversight of program management.
1117	Clinical Supervisor	108,063	Provides supervision of all licensed and unlicensed clinical staff.
1118	Clinician	1,407,332	Assist with managing the client's illness and reduce its impact on the client's life, and referrals to appropriate linkages. Services shall include crisis assessments, suicide risk assessments, safety plan development, disseminating information regarding, and linkage to, behavioral health services & community resources, and post-crisis case management and care coordination activities. Additional services can include assistance locating stable housing, coordinating care meetings, collaboration with school staff, foster family agencies, regional center representatives, primary care physicians, inpatient and residential services, social workers, substance use disorder services, and parole or probation officers.
1119	Per Diem Team Responders	122,515	Per Diem-Assist with managing the client's illness and reduce its impact on the client's life, and referrals to appropriate linkages. Services shall include crisis assessments, suicide risk assessments, safety plan development, disseminating information regarding, and linkage to, behavioral health services & community resources, and post-crisis case management and care coordination activities. Additional services can include assistance locating stable housing, coordinating care meetings, collaboration with school staff, foster family agencies, regional center representatives, primary care physicians, inpatient and residential services, social workers, substance use disorder services, and parole or probation officers.
1120	0	-	
1121	0	-	
1122	0	-	
1123	0	-	
1124	0	-	
1125	0	-	
1126	0	-	
1127	0	-	
1128	0	-	
1129	0	-	
1130	0	-	
1131	0	-	
1132	0	-	
1133	0	-	
1134	0	-	
Direct Employee Benefits		224,403	
1201	Retirement	17,671	Cost of 401K
1202	Worker's Compensation	33,454	Workers Comp Insurance
1203	Health Insurance	173,278	Cost of Medical, Vision, Dental, Life, and Long Term Disability Insurance
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
Direct Payroll Taxes & Expenses:		147,971	
1301	OASDI	-	
1302	FICA/MEDICARE	140,618	Cost of FICA/Medicare
1303	SUI	7,353	Cost of SUI
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2000: DIRECT CLIENT SUPPORT		5,000	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	3,000	Includes program supplies that support clients with items such as, clothing, snacks, drinks, blankets, and hygiene supplies. Clothing items consist of the following: Shirts, pants, shorts, shoes, underwear, outerwear (jackets, beanies, gloves, socks, etc.) and any other wearable items to protect clients from the weather elements.
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (Program Supplies)	2,000	Includes therapeutic supplies that can be used during crisis situations to assist in de-escalation, focus enhancement and emotional regulation. Additional benefits include distraction, anxiety reduction, soothing of sensitive sensory nerves, reducing agitation, and restoring an individual's sense of control. These items include stress relief sensory items such as pop-its, stress balls, fidget spinners, coloring books/crayons, etc.
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	
3000: DIRECT OPERATING EXPENSES		110,445	
3001	Telecommunications	26,866	Cost of landline telephone services, cell phones service, data connectivity.
3002	Printing/Postage	1,000	Anticipating courier services and postage necessary for program. Business cards, 51/50 forms, and other special printing in bulk that is less cost effective to outsource rather than utilization of a copier.
3003	Office Supplies & Equipment	5,000	Includes all supplies and minor equipment used by staff in the course of providing services.
3004	Advertising	-	
3005	Staff Development & Training	7,000	Cost of continuation of staff development, training, and continuing education (CEUs). Includes, registration cost, travel transportation, staff meals, and lodging expenses.
3006	Staff Mileage	200	Reimbursements to staff for personal vehicle use when lease vehicle not available and require to provide services or other program needs, paid at IRS rate. Any travel transportation fees, such as parking fees.
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	44,739	Minor auto repairs & maintenance required to maintain 11 leased vehicles for client transportation and program needs. Includes expenses such as oil changes, car washes, vehicle tracking service, auto fuel, and DMV fees.
3009	Other (Staff Recruitment)	1,200	Thorough background checks, drug testing, and job postings.
3010	Other (Insurance)	24,440	Direct expense to program for general, professional liability, personal property, accidental, and auto insurance.
3011	Other (specify)	-	
3012	Other (specify)	-	
4000: DIRECT FACILITIES & EQUIPMENT		136,912	
4001	Building Maintenance	17,715	Share cost for copier maintenance, inspection services, pest control, alarm services, janitorial services, facility supplies, and minor building repairs and maintenance.
4002	Rent/Lease Building	50,990	Shared building space lease.
4003	Rent/Lease Equipment	4,531	Shared cost for copier leases and water dispenser rental.
4004	Rent/Lease Vehicles	47,950	The cost of 11 leased vehicles to assist with program and client needs.
4005	Security	5,770	Cost of security guard for staff and property protection.
4006	Utilities	9,956	Shared cost of shared gas and electric.
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	
5000: DIRECT SPECIAL EXPENSES		67,178	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
5001	Consultant (Network & Data Management)	49,824	Kings View Information Technology Department (KVIT) will provide hardware and software support successful data collection. Information services and management consisting of managed internet service provider, network and desktop management, project management, technology procurement, telecommunication management, strategic technology planning, system documentation, application/data hosting, access to data/documents/application 24/7. After hours support via email and phone 24/7.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	200	Anticipating need of outsource translation services.
5005	Other (Avatar Fees)	17,154	Estimated cost for Avatar fees.
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		292,216	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	219,162	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
6009	Other (Operating)	73,054	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

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

7000: DIRECT FIXED ASSETS		10,960	
7001	Computer Equipment & Software	10,760	Purchase of 2 computers for new staff, 2 replacements, and estimated software needs to support staff.
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	200	Anticipating shared cost or replacement furniture needs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (specify)	-	
7008	Other (specify)	-	

PROGRAM FUNDING SOURCES			
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8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	
8001	Mental Health Services	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8002	Case Management	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8003	Crisis Services	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 2,833,225

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 2,833,225

BUDGET CHECK: -

Rural Crisis Intervention Team
 Kings View
 Fiscal Year (FY) 2023-24

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Executive Director	0.03	\$ 5,624		\$ 5,624
1102	Regional Director	0.16	22,017		22,017
1103	Accountant	0.12	7,358		7,358
1104	Quality Improvement Data Analyst	0.25	17,503		17,503
1105	Administrative Specialist	0.75	40,186		40,186
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-

Direct Personnel Admin Salaries Subtotal	1.31	\$ 92,688		\$ 92,688
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Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Manager	1.00		\$ 113,547	\$ 113,547
1117	Clinical Supervisor	1.00		111,297	111,297
1118	Clinician	16.00		1,455,357	1,455,357
1119	Per Diem Team Responders	0.80		68,788	68,788
1120					-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-

Direct Personnel Program Salaries Subtotal	18.80		\$ 1,748,989	\$ 1,748,989
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			Admin	Program	Total
Direct Personnel Salaries Subtotal	20.11	\$ 92,688	\$ 1,748,989	\$ 1,841,677	

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 955	\$ 17,306	\$ 18,261
1202	Worker's Compensation	1,687	31,832	33,519
1203	Health Insurance	9,361	169,700	179,061
1204	Other (specify)	-	-	-
1205	Other (specify)	-	-	-
1206	Other (specify)	-	-	-

Direct Employee Benefits Subtotal:	\$ 12,003	\$ 218,838	\$ 230,841
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Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	7,091	133,798	140,889
1303	SUI	371	6,996	7,367
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 7,462	\$ 140,794	\$ 148,256
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:				
		Admin	Program	Total
		\$ 112,153	\$ 2,108,621	\$ 2,220,774

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	5%	95%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	3,200
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (Program Supplies)	1,800
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 5,000

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 27,671
3002	Printing/Postage	1,000
3003	Office Supplies & Equipment	5,150
3004	Advertising	-
3005	Staff Development & Training	7,000
3006	Staff Mileage	200
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	45,627
3009	Other (Staff Recruitment)	1,235
3010	Other (Insurance)	25,172
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 113,055

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 18,247
4002	Rent/Lease Building	50,990
4003	Rent/Lease Equipment	4,667
4004	Rent/Lease Vehicles	49,388
4005	Security	5,943
4006	Utilities	10,255
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 139,490

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 50,090
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	200
5005	Other (Avatar Fees)	17,154
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 67,444

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	222,251
6009	Other (Operating)	74,084
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 296,335

INDIRECT COST RATE	11.60%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 8,646
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	200
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	\$ 8,846
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TOTAL PROGRAM EXPENSES	\$ 2,850,944
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	15,478	3.26	\$ 50,458
8002	Case Management	12,000	2.50	30,000
8003	Crisis Services	315,000	5.15	1,622,250
8004	Medication Support		-	-
8005	Collateral		-	-
8006	Plan Development		-	-
8007	Assessment	15,477	3.26	50,455
8008	Rehabilitation	0	-	-
8009	Other (Specify)	0	-	-
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		357,955		\$ 1,753,163
Estimated % of Clients who are Medi-Cal Beneficiaries				75%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				1,314,872
Federal Financial Participation (FFP) %			50%	657,436
MEDI-CAL FFP TOTAL				\$ 657,436

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		2,193,508
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 2,193,508

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 2,850,944
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NET PROGRAM COST:	\$ -
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PROGRAM NAME
Provider Name
Fiscal Year (FY) 2023-24

PARTIAL FTE DETAIL

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

Position	Contract #/Name/Department/County	FTE %
Executive Director	PATH SMHS/Fresno	0.01
	PATH OEL/Fresno	0.01
	PATH MOP/Fresno	0.03
	Blue Sky/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.03
	Metro CIT/Fresno	0.02
	Map Point/Fresno	0.01
	Suicide Prevention Follow-up Call/Fresno	0.01
	FURS/Fresno	0.03
	CVSPH/California State, Tulare, Calaveras, Tuolum	0.14
	Shasta	0.09
	Tulare	0.26
	Madera	0.06
	Kings	0.23
Administrative Department	0.02	
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Regional Director	PATH SMHS/Fresno	0.02
	PATH OEL/Fresno	0.02
	PATH MOP/Fresno	0.06
	Blue Sky/Fresno	0.11
	Rural Crisis Intervention/Fresno	0.16
	Metro CIT/Fresno	0.25
	Map Point/Fresno	0.05
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH/California State, Tulare, Calaveras, Tuolum	0.15
	Madera	0.14
	Total	

Position	Contract #/Name/Department/County	FTE %
Accountant	PATH SMHS/Fresno	0.06
	PATH OEL/Fresno	0.07
	PATH MOP/Fresno	0.06
	Blue Sky/Fresno	0.10
	Rural Crisis Intervention/Fresno	0.12
	Metro CIT/Fresno	0.10
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH/California State, Tulare, Calaveras, Tuolum	0.05
	Shasta	0.07
	Finance Department	0.34
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Quality Improvement Data Analyst	PATH SMHS/Fresno	0.02
	PATH OEL/Fresno	0.05
	PATH MOP/Fresno	0.05
	Blue Sky/Fresno	0.12
	Rural Crisis Intervention/Fresno	0.25
	Metro CIT/Fresno	0.12
Map Point/Fresno	0.07	

	FURS/Fresno	0.03
	Shasta	0.04
	Kings	0.24
	QI Department	0.01
Total		<u>1.00</u>

Position	Contract #/Name/Department/County	FTE %
Administrative Specialist	PATH SMHS/Fresno	0.17
	PATH OEL/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.75
	FURS/Fresno	0.03
Total		<u>1.00</u>

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

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

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

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

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

**Rural Crisis Intervention Team
Kings View
Fiscal Year (FY) 2023-24 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		2,220,774	
Administrative Positions		92,688	
1101	Executive Director	5,624	Position will provide agency specific staff oversight and represent and maintain the collaborative relationship between agencies.
1102	Regional Director	22,017	Provide program management and direction. Ensures operations are running smoothly and in compliance with contract requirements.
1103	Accountant	7,358	Prepares and provides budget guidance, monthly invoicing, and other fiscal services.
1104	Quality Improvement Data Analyst	17,503	This position will perform a wide range of duties to support data collection, management, and reporting needs for all collaborative partnerships.
1105	Administrative Specialist	40,186	Provides administrative support for the program and assist with medical billing and records.
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		1,748,989	
1116	Program Manager	113,547	Provides supervision of all staff and direct oversight of program management.
1117	Clinical Supervisor	111,297	Provides supervision of all licensed and unlicensed clinical staff.
1118	Clinician	1,455,357	Assist with managing the client's illness and reduce its impact on the client's life, and referrals to appropriate linkages. Services shall include crisis assessments, suicide risk assessments, safety plan development, disseminating information regarding, and linkage to, behavioral health services & community resources, and post-crisis case management and care coordination activities. Additional services can include assistance locating stable housing, coordinating care meetings, collaboration with school staff, foster family agencies, regional center representatives, primary care physicians, inpatient and residential services, social workers, substance use disorder services, and parole or probation officers.
1119	Per Diem Team Responders	68,788	Per Diem-Assist with managing the client's illness and reduce its impact on the client's life, and referrals to appropriate linkages. Services shall include crisis assessments, suicide risk assessments, safety plan development, disseminating information regarding, and linkage to, behavioral health services & community resources, and post-crisis case management and care coordination activities. Additional services can include assistance locating stable housing, coordinating care meetings, collaboration with school staff, foster family agencies, regional center representatives, primary care physicians, inpatient and residential services, social workers, substance use disorder services, and parole or probation officers.
1120	0	-	
1121	0	-	
1122	0	-	
1123	0	-	
1124	0	-	
1125	0	-	
1126	0	-	
1127	0	-	
1128	0	-	
1129	0	-	
1130	0	-	
1131	0	-	
1132	0	-	
1133	0	-	
1134	0	-	
Direct Employee Benefits		230,841	
1201	Retirement	18,261	Cost of 401K
1202	Worker's Compensation	33,519	Workers Comp Insurance
1203	Health Insurance	179,061	Cost of Medical, Vision, Dental, Life, and Long Term Disability Insurance
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
Direct Payroll Taxes & Expenses:		148,256	
1301	OASDI	-	
1302	FICA/MEDICARE	140,889	Cost of FICA/Medicare
1303	SUI	7,367	Cost of SUI
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
2000: DIRECT CLIENT SUPPORT		5,000		
2001	Child Care	-		
2002	Client Housing Support	-		
2003	Client Transportation & Support	-		
2004	Clothing, Food, & Hygiene	3,200	Includes program supplies that support clients with items such as, clothing, snacks, drinks, blankets, and hygiene supplies. Clothing items consist of the following: Shirts, pants, shorts, shoes, underwear, outerwear (jackets, beanies, gloves, socks, etc.) and any other wearable items to protect clients from the weather elements.	
2005	Education Support	-		
2006	Employment Support	-		
2007	Household Items for Clients	-		
2008	Medication Supports	-		
2009	Program Supplies - Medical	-		
2010	Utility Vouchers	-		
2011	Other (Program Supplies)	1,800	Includes therapeutic supplies that can be used during crisis situations to assist in de-escalation, focus enhancement and emotional regulation. Additional benefits include distraction, anxiety reduction, soothing of sensitive sensory nerves, reducing agitation, and restoring an individual's sense of control. These items include stress relief sensory items such as pop-its, stress balls, fidget spinners, coloring books/crayons, etc.	
2012	Other (specify)	-		
2013	Other (specify)	-		
2014	Other (specify)	-		
2015	Other (specify)	-		
2016	Other (specify)	-		

3000: DIRECT OPERATING EXPENSES		113,055		
3001	Telecommunications	27,671	Cost of landline telephone services, cell phones service, data connectivity.	
3002	Printing/Postage	1,000	Anticipating courier services and postage necessary for program. Business cards, 51/50 forms, and other special printing in bulk that is less cost effective to outsource rather than utilization of a copier.	
3003	Office Supplies & Equipment	5,150	Includes all supplies and minor equipment used by staff in the course of providing services.	
3004	Advertising	-		
3005	Staff Development & Training	7,000	Cost of continuation of staff development, training, and continuing education (CEUs). Includes, registration cost, travel transportation, staff meals, and lodging expenses.	
3006	Staff Mileage	200	Reimbursements to staff for personal vehicle use when lease vehicle not available and require to provide services or other program needs, paid at IRS rate. Any travel transportation fees, such as parking fees.	
3007	Subscriptions & Memberships	-		
3008	Vehicle Maintenance	45,627	Minor auto repairs & maintenance required to maintain 11 leased vehicles for client transportation and program needs. Includes expenses such as oil changes, car washes, vehicle tracking service, auto fuel, and DMV fees.	
3009	Other (Staff Recruitment)	1,235	Thorough background checks, drug testing, and job postings.	
3010	Other (Insurance)	25,172	Direct expense to program for general, professional liability, personal property, accidental, and auto insurance.	
3011	Other (specify)	-		
3012	Other (specify)	-		

4000: DIRECT FACILITIES & EQUIPMENT		139,490		
4001	Building Maintenance	18,247	Share cost for copier maintenance, inspection services, pest control, alarm services, janitorial services, facility supplies, and minor building repairs and maintenance.	
4002	Rent/Lease Building	50,990	Shared building space lease.	
4003	Rent/Lease Equipment	4,667	Shared cost for copier leases and water dispenser rental.	
4004	Rent/Lease Vehicles	49,388	The cost of 11 leased vehicles to assist with program and client needs.	
4005	Security	5,943	Cost of security guard for staff and property protection.	
4006	Utilities	10,255	Shared cost of shared gas and electric.	
4007	Other (specify)	-		
4008	Other (specify)	-		
4009	Other (specify)	-		
4010	Other (specify)	-		

5000: DIRECT SPECIAL EXPENSES		67,444		
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PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
5001	Consultant (Network & Data Management)	50,090	Kings View Information Technology Department (KVIT) will provide hardware and software support successful data collection. Information services and management consisting of managed internet service provider, network and desktop management, project management, technology procurement, telecommunication management, strategic technology planning, system documentation, application/data hosting, access to data/documents/application 24/7. After hours support via email and phone 24/7.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	200	Anticipating need of outsource translation services.
5005	Other (Avatar Fees)	17,154	Estimated cost for Avatar fees.
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		296,335	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used)	-	
6008	Personnel (Indirect Salaries & Benefits)	222,251	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
6009	Other (Operating)	74,084	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		8,846	
7001	Computer Equipment & Software	8,646	Computer software needs to support staff & anticipating replacements of computer equipment.
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	200	Anticipating shared cost or replacement furniture needs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (specify)	-	
7008	Other (specify)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	
8001	Mental Health Services	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8002	Case Management	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8003	Crisis Services	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	2,850,944
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	2,850,944
BUDGET CHECK:	-

**Rural Crisis Intervention Team
Kings View
Fiscal Year (FY) 2024-25**

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS				
Direct Employee Salaries				
Acct #	Administrative Position	FTE	Admin	Total
1101	Executive Director	0.03	\$ 5,793	\$ 5,793
1102	Regional Director	0.16	22,678	22,678
1103	Accountant	0.12	7,579	7,579
1104	Quality Improvement Data Analyst	0.25	18,028	18,028
1105	Administrative Specialist	0.75	41,391	41,391
1106			-	-
1107			-	-
1108			-	-
1109			-	-
1110			-	-
1111			-	-
1112			-	-
1113			-	-
1114			-	-
1115			-	-
Direct Personnel Admin Salaries Subtotal		1.31	\$ 95,469	\$ 95,469
Acct #	Program Position	FTE	Admin	Total
1116	Program Manager	1.00		\$ 116,954
1117	Clinical Supervisor	1.00		114,640
1118	Clinician	16.00		1,495,950
1119	Per Diem Team Responders	0.25		23,567
1120				-
1121				-
1122				-
1123				-
1124				-
1125				-
1126				-
1127				-
1128				-
1129				-
1130				-
1131				-
1132				-
1133				-
1134				-
Direct Personnel Program Salaries Subtotal		18.25		\$ 1,751,111
			Admin	Program
Direct Personnel Salaries Subtotal		19.56	\$ 95,469	\$ 1,751,111
Direct Employee Benefits				
Acct #	Description		Admin	Total
1201	Retirement		\$ 983	\$ 17,794
1202	Worker's Compensation		1,738	31,870
1203	Health Insurance		9,642	174,482
1204	Other (specify)		-	-
1205	Other (specify)		-	-
1206	Other (specify)		-	-
Direct Employee Benefits Subtotal:			\$ 12,363	\$ 224,146

Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	7,303	133,960	141,263
1303	SUI	382	7,004	7,386
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 7,685	\$ 140,964	\$ 148,649
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:				
		Admin	Program	Total
		\$ 115,517	\$ 2,116,221	\$ 2,231,738

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	5%	95%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	3,700
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (Program Supplies)	1,300
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 5,000

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 27,671
3002	Printing/Postage	1,000
3003	Office Supplies & Equipment	5,150
3004	Advertising	-
3005	Staff Development & Training	7,000
3006	Staff Mileage	200
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	46,487
3009	Other (Staff Recruitment)	1,235
3010	Other (Insurance)	25,172
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 113,915

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 18,749
4002	Rent/Lease Building	50,990
4003	Rent/Lease Equipment	4,667
4004	Rent/Lease Vehicles	49,388
4005	Security	5,943
4006	Utilities	10,255
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 139,992

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 50,253
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	200
5005	Other (Avatar Fees)	17,154
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 67,607

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	224,894
6009	Other (Operating)	74,965
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 299,859

INDIRECT COST RATE	11.70%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 4,446
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	200
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		\$ 4,646

TOTAL PROGRAM EXPENSES	\$ 2,862,757
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	15,478	3.26	\$ 50,458
8002	Case Management	12,000	2.50	30,000
8003	Crisis Services	315,000	5.25	1,653,750
8004	Medication Support		-	-
8005	Collateral		-	-
8006	Plan Development		-	-
8007	Assessment	15,477	3.26	50,455
8008	Rehabilitation	0	-	-
8009	Other (Specify)	0	-	-
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		357,955		\$ 1,784,663
Estimated % of Clients who are Medi-Cal Beneficiaries				75%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				1,338,497
Federal Financial Participation (FFP) %			50%	669,249
MEDI-CAL FFP TOTAL				\$ 669,249

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		2,193,508
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 2,193,508

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

TOTAL PROGRAM FUNDING SOURCES: \$ 2,862,757

NET PROGRAM COST: \$ -

PROGRAM NAME
Provider Name
Fiscal Year (FY) 2024-25

PARTIAL FTE DETAIL

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

Position	Contract #/Name/Department/County	FTE %
Executive Director	PATH SMHS/Fresno	0.01
	PATH OEL/Fresno	0.01
	PATH MOP/Fresno	0.03
	Blue Sky/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.03
	Metro CIT/Fresno	0.02
	Map Point/Fresno	0.01
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH/California State, Tulare, Calaveras, Tuolum	0.14
	Shasta	0.09
	Tulare	0.26
	Madera	0.06
	Kings	0.23
Administrative Department	0.02	
Total		1.00

Position	Contract #/Name/Department/County	FTE %	
Regional Director	PATH SMHS/Fresno	0.02	
	PATH OEL/Fresno	0.02	
	PATH MOP/Fresno	0.06	
	Blue Sky/Fresno	0.11	
	Rural Crisis Intervention/Fresno	0.16	
	Metro CIT/Fresno	0.25	
	Map Point/Fresno	0.05	
	FURS/Fresno	0.03	
	Suicide Prevention Follow-up Call/Fresno	0.01	
	CVSPH/California State, Tulare, Calaveras, Tuolum	0.15	
	Madera	0.14	
	Total		1.00

Position	Contract #/Name/Department/County	FTE %
Accountant	PATH SMHS/Fresno	0.06
	PATH OEL/Fresno	0.07
	PATH MOP/Fresno	0.06
	Blue Sky/Fresno	0.10
	Rural Crisis Intervention/Fresno	0.12
	Metro CIT/Fresno	0.10
	FURS/Fresno	0.03
	Suicide Prevention Follow-up Call/Fresno	0.01
	CVSPH/California State, Tulare, Calaveras, Tuolum	0.05
	Shasta	0.07
	Finance Department	0.34
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Quality Improvement Data Analyst	PATH SMHS/Fresno	0.02
	PATH OEL/Fresno	0.05
	PATH MOP/Fresno	0.05
	Blue Sky/Fresno	0.12
	Rural Crisis Intervention/Fresno	0.25
	Metro CIT/Fresno	0.12
Map Point/Fresno	0.07	

	FURS/Fresno	0.03
	Shasta	0.04
	Kings	0.24
	QI Department	0.01
Total		<u>1.00</u>

Position	Contract #/Name/Department/County	FTE %
Administrative Specialist	PATH SMHS/Fresno	0.17
	PATH OEL/Fresno	0.05
	Rural Crisis Intervention/Fresno	0.75
	FURS/Fresno	0.03
Total		<u>1.00</u>

**Rural Crisis Intervention Team
Kings View
Fiscal Year (FY) 2024-25 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		2,231,738	
Administrative Positions		95,469	
1101	Executive Director	5,793	Position will provide agency specific staff oversight and represent and maintain the collaborative relationship between agencies.
1102	Regional Director	22,678	Provide program management and direction. Ensures operations are running smoothly and in compliance with contract requirements.
1103	Accountant	7,579	Prepares and provides budget guidance, monthly invoicing, and other fiscal services.
1104	Quality Improvement Data Analyst	18,028	This position will perform a wide range of duties to support data collection, management, and reporting needs for all collaborative partnerships.
1105	Administrative Specialist	41,391	Provides administrative support for the program and assist with medical billing and records.
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		1,751,111	
1116	Program Manager	116,954	Provides supervision of all staff and direct oversight of program management.
1117	Clinical Supervisor	114,640	Provides supervision of all licensed and unlicensed clinical staff.
1118	Clinician	1,495,950	Assist with managing the client's illness and reduce its impact on the client's life, and referrals to appropriate linkages. Services shall include crisis assessments, suicide risk assessments, safety plan development, disseminating information regarding, and linkage to, behavioral health services & community resources, and post-crisis case management and care coordination activities. Additional services can include assistance locating stable housing, coordinating care meetings, collaboration with school staff, foster family agencies, regional center representatives, primary care physicians, inpatient and residential services, social workers, substance use disorder services, and parole or probation officers.
1119	Per Diem Team Responders	23,567	Per Diem-Assist with managing the client's illness and reduce its impact on the client's life, and referrals to appropriate linkages. Services shall include crisis assessments, suicide risk assessments, safety plan development, disseminating information regarding, and linkage to, behavioral health services & community resources, and post-crisis case management and care coordination activities. Additional services can include assistance locating stable housing, coordinating care meetings, collaboration with school staff, foster family agencies, regional center representatives, primary care physicians, inpatient and residential services, social workers, substance use disorder services, and parole or probation officers.
1120	0	-	
1121	0	-	
1122	0	-	
1123	0	-	
1124	0	-	
1125	0	-	
1126	0	-	
1127	0	-	
1128	0	-	
1129	0	-	
1130	0	-	
1131	0	-	
1132	0	-	
1133	0	-	
1134	0	-	
Direct Employee Benefits		236,509	
1201	Retirement	18,777	Cost of 401K
1202	Worker's Compensation	33,608	Workers Comp Insurance
1203	Health Insurance	184,124	Cost of Medical, Vision, Dental, Life, and Long Term Disability Insurance
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
Direct Payroll Taxes & Expenses:		148,649	
1301	OASDI	-	
1302	FICA/MEDICARE	141,263	Cost of FICA/Medicare
1303	SUI	7,386	Cost of SUI
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
2000: DIRECT CLIENT SUPPORT		5,000		
2001	Child Care	-		
2002	Client Housing Support	-		
2003	Client Transportation & Support	-		
2004	Clothing, Food, & Hygiene	3,700	Includes program supplies that support clients with items such as, clothing, snacks, drinks, blankets, and hygiene supplies. Clothing items consist of the following: Shirts, pants, shorts, shoes, underwear, outerwear (jackets, beanies, gloves, socks, etc.) and any other wearable items to protect clients from the weather elements.	
2005	Education Support	-		
2006	Employment Support	-		
2007	Household Items for Clients	-		
2008	Medication Supports	-		
2009	Program Supplies - Medical	-		
2010	Utility Vouchers	-		
2011	Other (Program Supplies)	1,300	Includes therapeutic supplies that can be used during crisis situations to assist in de-escalation, focus enhancement and emotional regulation. Additional benefits include distraction, anxiety reduction, soothing of sensitive sensory nerves, reducing agitation, and restoring an individual's sense of control. These items include stress relief sensory items such as pop-its, stress balls, fidget spinners, coloring books/crayons, etc.	
2012	Other (specify)	-		
2013	Other (specify)	-		
2014	Other (specify)	-		
2015	Other (specify)	-		
2016	Other (specify)	-		

3000: DIRECT OPERATING EXPENSES		113,915		
3001	Telecommunications	27,671	Cost of landline telephone services, cell phones service, data connectivity.	
3002	Printing/Postage	1,000	Anticipating courier services and postage necessary for program. Business cards, 51/50 forms, and other special printing in bulk that is less cost effective to outsource rather than utilization of a copier.	
3003	Office Supplies & Equipment	5,150	Includes all supplies and minor equipment used by staff in the course of providing services.	
3004	Advertising	-		
3005	Staff Development & Training	7,000	Cost of continuation of staff development, training, and continuing education (CEUs). Includes, registration cost, travel transportation, staff meals, and lodging expenses.	
3006	Staff Mileage	200	Reimbursements to staff for personal vehicle use when lease vehicle not available and require to provide services or other program needs, paid at IRS rate. Any travel transportation fees, such as parking fees.	
3007	Subscriptions & Memberships	-		
3008	Vehicle Maintenance	46,487	Minor auto repairs & maintenance required to maintain 11 leased vehicles for client transportation and program needs. Includes expenses such as oil changes, car washes, vehicle tracking service, auto fuel, and DMV fees.	
3009	Other (Staff Recruitment)	1,235	Thorough background checks, drug testing, and job postings.	
3010	Other (Insurance)	25,172	Direct expense to program for general, professional liability, personal property, accidental, and auto insurance.	
3011	Other (specify)	-		
3012	Other (specify)	-		

4000: DIRECT FACILITIES & EQUIPMENT		139,992		
4001	Building Maintenance	18,749	Share cost for copier maintenance, inspection services, pest control, alarm services, janitorial services, facility supplies, and minor building repairs and maintenance.	
4002	Rent/Lease Building	50,990	Shared building space lease.	
4003	Rent/Lease Equipment	4,667	Shared cost for copier leases and water dispenser rental.	
4004	Rent/Lease Vehicles	49,388	The cost of 11 leased vehicles to assist with program and client needs.	
4005	Security	5,943	Cost of security guard for staff and property protection.	
4006	Utilities	10,255	Shared cost of shared gas and electric.	
4007	Other (specify)	-		
4008	Other (specify)	-		
4009	Other (specify)	-		
4010	Other (specify)	-		

5000: DIRECT SPECIAL EXPENSES		67,607		
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PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
5001	Consultant (Network & Data Management)	50,253	Kings View Information Technology Department (KVIT) will provide hardware and software support successful data collection. Information services and management consisting of managed internet service provider, network and desktop management, project management, technology procurement, telecommunication management, strategic technology planning, system documentation, application/data hosting, access to data/documents/application 24/7. After hours support via email and phone 24/7.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	200	Anticipating need of outsource translation services.
5005	Other (Avatar Fees)	17,154	Estimated cost for Avatar fees.
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		299,859	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used)	-	
6008	Personnel (Indirect Salaries & Benefits)	224,894	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
6009	Other (Operating)	74,965	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		4,646	
7001	Computer Equipment & Software	4,446	Computer software needs to support staff & anticipating replacement of computer equipment.
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	200	Anticipating shared cost or replacement furniture needs.
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (specify)	-	
7008	Other (specify)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	
8001	Mental Health Services	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8002	Case Management	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8003	Crisis Services	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment	Based on annualizing current reports and increasing by 2FTE Clinicians.	
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 2,862,757
 TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 2,862,757
 BUDGET CHECK: -

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 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
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.

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: ___/___/___

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Section Nineteen (19) of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement or DBHContractedServices@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

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

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

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



Department of Behavioral Health

PPG 1.2.7 V#: 1

Section: Administration, DBH Policies & Procedures

Effective Date: 05/31/2017

Policy Title: Performance Outcome Measures

Approved by: Dawan Utecht (Director of Behavioral Health), Francisco Escobedo (Managed Care Coordinator),
Kannika Toonnachat (Division Manager)

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.
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.

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

Section: Administration, DBH Policies & Procedures

Revised Date: 05/31/2017

PPG 1.2.7 V#: 1

Policy Title: Performance Outcome Measures

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.
 - 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



Department of Behavioral Health

Section: Administration, DBH Policies & Procedures

Revised Date: 05/31/2017

PPG 1.2.7 V#: 1

Policy Title: Performance Outcome Measures

- 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.	Provider:	Click here to enter text.
Program Description:	Click here to enter text.	MHP Work Plan:	Choose an item. Choose an item. Choose an item.
Age Group Served 1:	ADULT	Dates Of Operation:	Click here to enter text.
Age Group Served 2:	Choose an item.	Reporting Period:	July 1, 2020 - June 30, 2021
Funding Source 1:	Choose an item.	Funding Source 3:	Choose an item.
Funding Source 2:	Choose an item.	Other Funding:	Click here to enter text.

FISCAL INFORMATION:

Program Budget Amount:	Click here to enter text.	Program Actual Amount:	0
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		

CONTRACT INFORMATION:

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

Click here to enter text.

DEPARTMENT RECOMMENDATION(S):

Click here to enter text.

FRESNO COUNTY MENTAL HEALTH PLAN

Outcomes Analysis Template

Attachment B

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.](#)

EXHIBIT I

Column Letter	Column Description	Instruction or Comment	Examples
A	Name	Indicate the Legal Name of the staff member	
B	Licensure/Credentials	Identify the staff member's licensing and credentialing	<i>ASW, LMFT, RN, PsyD, MD, etc.</i>
C	Work E-mail	Indicate staff member's work email	
D	Classification (Per Contract)	Identify the staff member's position title as per the contract	<i>Community Mental Health Worker, Case Manager, Mental Health Clinician, SAS, Psychiatrist, etc.</i>
E	MH or SUD	Indicate whether staff member is MH or SUD	
F	FTE	Indicate the staff member's FTE	
G	Date of Hire	Indicate the staff member's date of hire	dd/mm/yyyy
H	Schedule (days, hours)	Indicate the days and hours the staff member works	
I	Identified as "Hard to Fill"? (If yes, note why)	Identify as hard to fill and explain	
J	Gender	Indicate the gender of the staff member	
K	Ethnicity	Indicate the ethnicity of the staff member	
L	Language spoken in addition to English	Identify any other languages spoken by the staff member	
M	Date Cultural Competency Training was completed	Identify the day the staff member completed their Cultural Competency Training. 8 hours of training is required annually.	dd/mm/yyyy
N	Direct Consumer Service Staff	Indicate with an X if the staff member is a direct consumer service staff.	
O	Other Staff	Indicate with an X if the staff member is not a direct consumer service staff.	
P	Termination Date	If the staff member left during the month of the staffing report, indicate the date they left.	dd/mm/yyyy

Total Persons Served

EXHIBIT J

County: Fresno
 Program Name:

Fiscal Year XX/XX

Persons Served (Duplicated, Warmline, Outreach, etc.)

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Total Number of Persons Served					0

Community Events

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Total Number of Events					0

Persons Served (Unduplicated)

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Total Unique Persons Served					0

Service Contacts (Duplicated)

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Total Service Contacts					0

Age Group (Unduplicated)

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Children (0-15)					0
Transition Age Youth (16-25)					0
Adult (26-59)					0
Older Adult (60+)					0
Unknown/Not Reported					0
Total	0	0	0	0	0

Gender (Unduplicated)

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Male					0
Female					0
Other					0
Unknown/Not Reported					0
Total	0	0	0	0	0

Ethnicity (Unduplicate)

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Hispanic or Latino					0
Not Hispanic or Latino					0
Unknown/Not Reported					0
Total	0	0	0	0	0

Race (Unduplicated)

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
American Native					0
Asian Indian					0
Black					0
Cambodian					0
Chinese					0
Filipino					0

Total Persons Served

EXHIBIT J

Guamanian					0
Hawaiian Native					0
Hmong					0
Japanese					0
Korean					0
Laotian					0
Mien					0
Multiple					0
Other					0
Other Asian or Pacific Islander					0
Samoan					0
Unknown/Not Reported					0
Vietnamese					0
White					0
Total	0	0	0	0	0

SAMPLE

Demographic Reporting

EXHIBIT J

County: Fresno
 Program Name:

Fiscal Year XX/XX

Language (Unduplicated)	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
American Sign Language (ASL)					0
Arabic					0
Armenian					0
Cambodian					0
Cantonese					0
English					0
Farsi					0
French					0
Hebrew					0
Hmong					0
Ilocano					0
Italian					0
Japanese					0
Korean					0
Lao					0
Mandarin					0
Mien					0
Other Chinese Dialects					0
Other Non-English					0
Other Sign Language					0
Polish					0
Portuguese					0
Russian					0
Samoan					0
Spanish					0
Tagalog					0
Thai					0
Turkish					0
Vietnamese					0
Unknown/Not Reported					0
Total	0	0	0	0	0

LGBQ (Unduplicated)	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Gay or Lesbian					0
Heterosexual or Straight					0
Bisexual					0
Questioning					0
Queer					0
Another Sexual Orientation					0
Unknown/Not Reported					0

**Referral Reporting
(Duplicated)**

EXHIBIT J

County: Fresno
Program Name:

Fiscal Year XX/XX

Mental Health Service Referrals

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
AB109 Programs					0
Crisis Residential (Children)					0
Crisis Residential (Adult)					0
Crisis Stabilization Unit					0
Full Service Partnership					0
HMO/Managed Care Plan					0
IMD/State Hospital					0
MH/BH Practitioner					0
Outpatient Clinic/Services					0
Outreach (Mobile)					0
Partial Hospitalization/Intensive Outpatient					0
Peer Services					0
Private Services					0
Psychiatric Inpatient					0
Wellness Center					0
Other					0

Housing Service Referrals

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Board and Care					0
Emergency Housing					0
Homeless Shelter					0
Motel/Hotel					0
Permanent Supported Housing					0
Residential Rehabilitation					0
Room and Board					0
Skilled Nursing Facility					0
Other					0

Other Service Referrals

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Adult Protective Services					0
Alcohol/Narcotics Anonymous					0
Child Protective Services					0
Department of Social Services					0
Detox (Alcohol or Drug)					0
Domestic Violence/Sexual Assault Services					0
Family					0
Foster Care					0
General Assistance					0
Hospital Medical Unit					0
Law Enforcement					0

Referral Reporting
(Duplicated)

EXHIBIT J

Office on Aging					0
Outpatient Substance Abuse					0
Parole					0
Primary Care Physician					0
Probation					0
Regional Center					0
Residential Substance Abuse					0
School/University					0
Spiritual Support Centers					0
Transitional Age Youth Services					0
Veteran Services					0
Warm Line					0
Other					0
Total	0	0	0	0	0

SAMPLE

**Enrolled Reporting
(Unduplicated and Duplicated)**

EXHIBIT J

County:
Program Name:

Fresno

Fiscal Year XX/XX

**Enrolled in Mental Health Services
(Unduplicated)**

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Yes					0
No					0
Unknown					0
Total	0	0	0	0	0

Type of Mental Health Services (Duplicated)

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Full Service Partnership					0
Prevention Program					0
Early Intervention Program					0
Outpatient Clinic/Services					0
Wellness Center					0
Employment Program					0
MH/BH Practitioner					0
Workforce Education and Training					0
Medication Management					0
Peer Services					0
Other					0

County: Fresno
 Program Name:

Fiscal Year XX/XX

Unduplicated Totals

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Total Persons Served					0
Age Group					0
Gender					0
Ethnicity					0
Race					0
Language					0
LGBQ					0
Military Status					0
Enrolled in Mental Health Services					0
Mandatory Fields Error					0
Optional Fields Error					0

SAMPLE

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.

FRESNO COUNTY MENTAL HEALTH PLAN

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

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

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

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

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

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

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

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

- The reporting portal is available 24 hours a day, every day.
- Any employee of the CONTRACTOR can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the CONTRACTOR can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the CONTRACTOR's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.

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*
Required

Name of Reporting Party*
Required

Facility Address*
Required

Facility Phone Number*
Required

Mental Health or Substance Use Disorder Program?*
Select option

Client First Name*
Required

Client Last Name*
Required

From Job

Client Date of Birth
MM/DD/YYYY

Client Address
Required

Client ID
Required

Gender*
Select option

County of Origin*
Select option

Summary

Subject ID
Required

Incident (check all that apply)*
Select options

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):
Required

Description of the Incident*
Required

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

Incident (check all that apply)

Medical Emergency Death of Client

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

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

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

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

Date of Incident*
mm/dd/yyyy

Time of Incident*
hh:mm

Location of Incident*
/

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

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

Attach any additional details
Add File or Drop File Here

Reported By Name*
/

Reported By Email*
/

Reported On
10/30/2019

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

The screenshot shows a web browser window with the URL `fresnodbh.logicmanager.com/incident/1471-08p-1&k-182be0c5c1cd5072bb1864cde-1d3d6e`. At the top of the form, there is a yellow highlighted button that says "Add File or Drop File Here". Below this are several input fields: "Reported By Name*", "Reported By Email*", and "Reported On" (with the date 10/30/2019). A section titled "Follow Up" contains a dropdown menu for "Action Taken (check all that apply)", a text field for "Please specify if other", a text field for "Description of Action Taken*", and another text field for "Outcome*". At the bottom of the form is a large green "SUBMIT" button.

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

This close-up shows the "Action Taken (check all that apply)" dropdown menu. It is open, displaying a list of categories. Two items are selected and highlighted in grey: "Law Enforcement Contacted" and "Called 911/EMS". Other visible options include "Consulted with Physician", "First Aid/CPR Administered", "Client removed from building", "Parent/Legal Guardian Contacted", and "Other".

When done entering all the information, simply click submit.

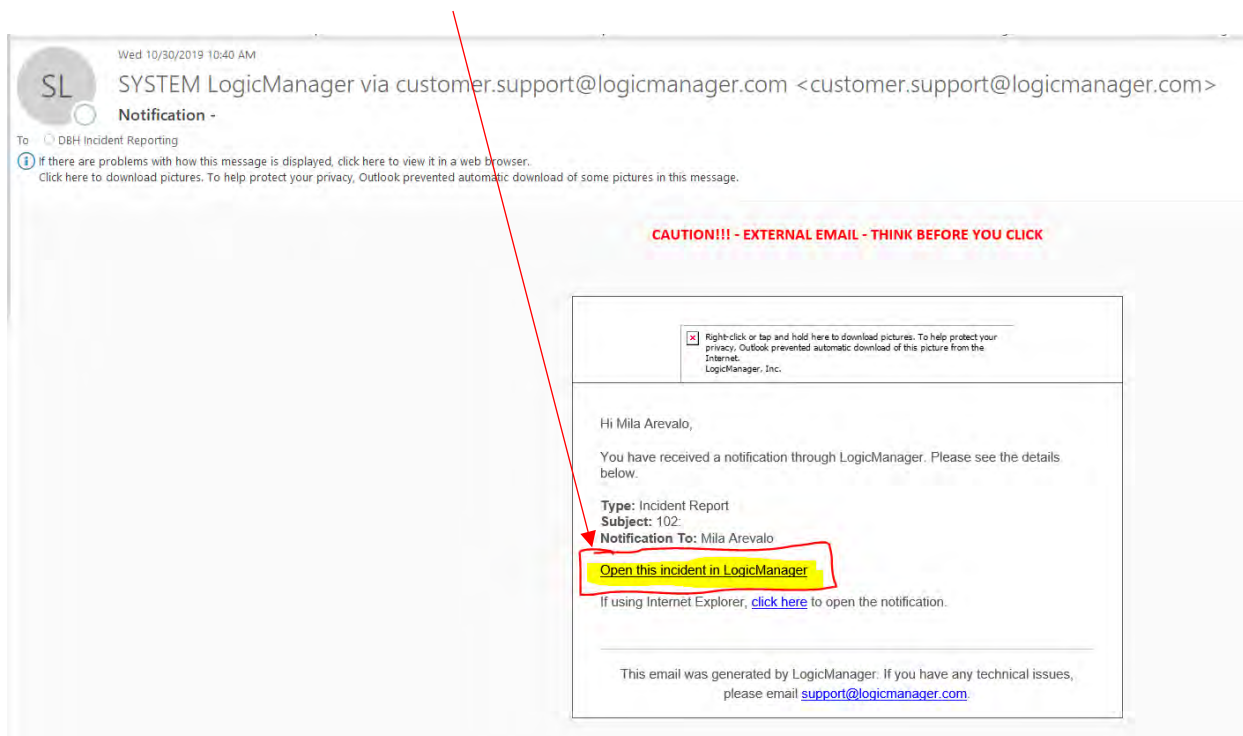
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

This screenshot shows the "Outcome*" field, which has a red asterisk indicating it is required. A red arrow points from the text above to this field. Below the field is the green "SUBMIT" button. Another red arrow points from the text above to the "SUBMIT" button.

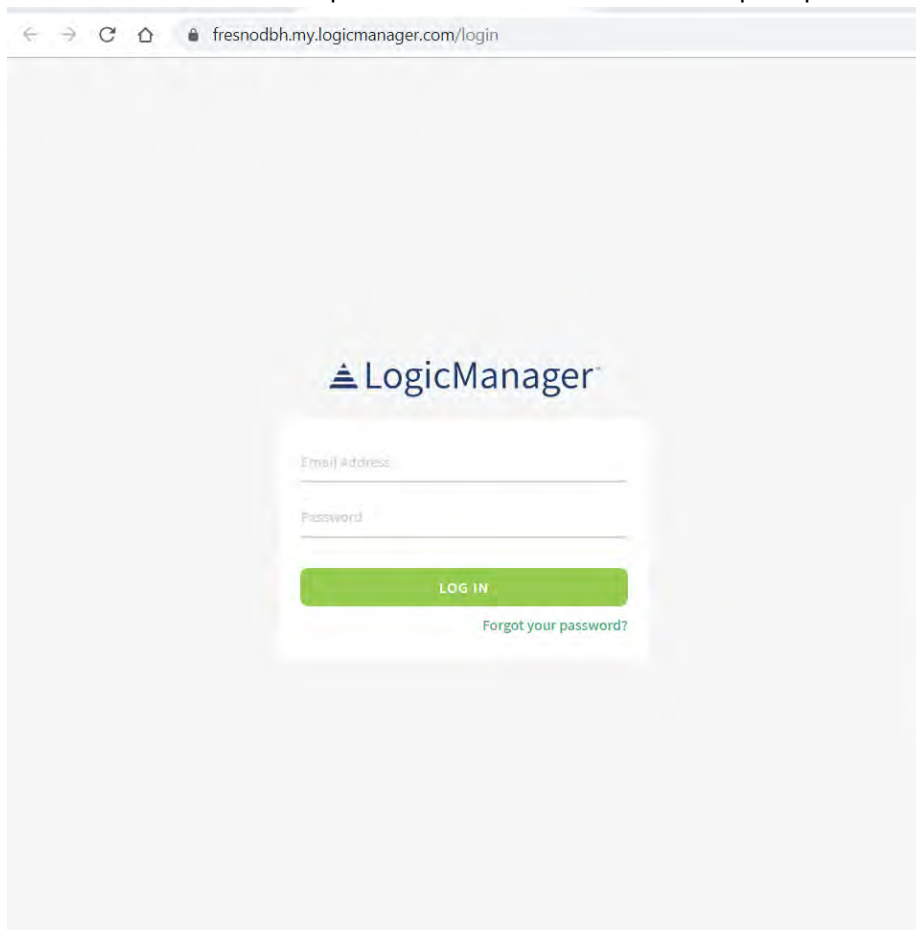
A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.

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

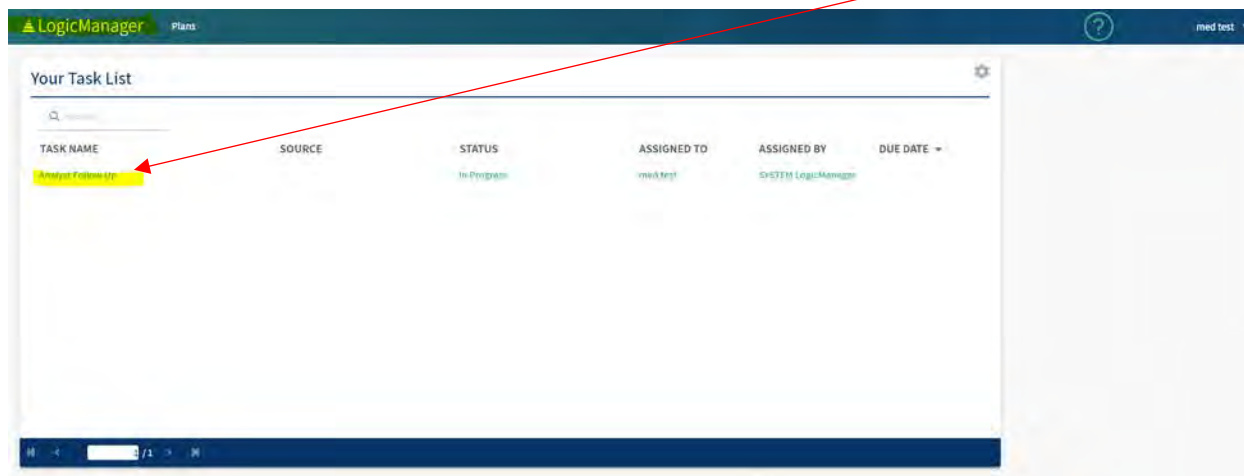
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.



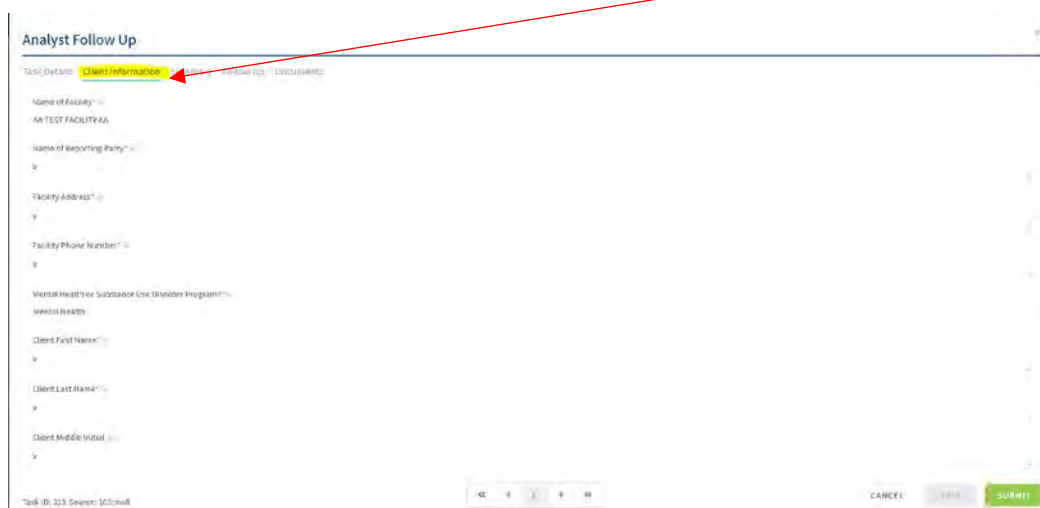
Enter in email address and password. First time users will be prompted to set up a password.



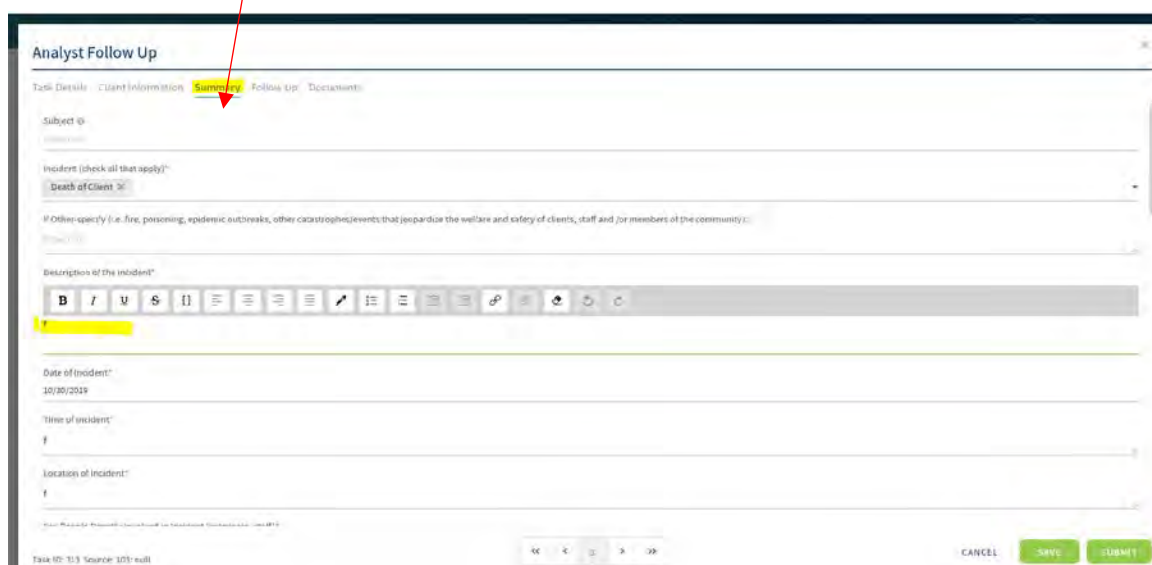
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



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



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

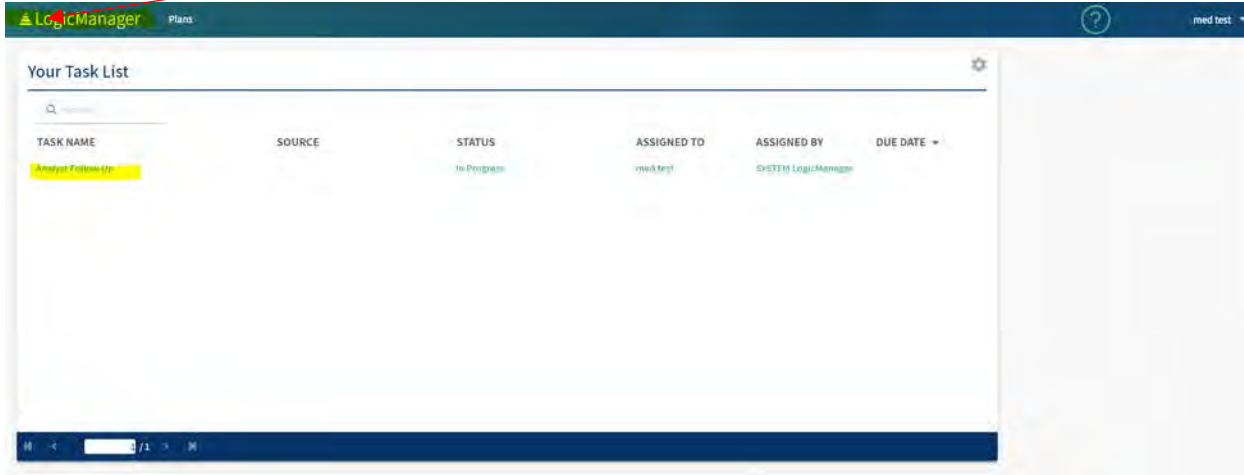


The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then **Cancel** to Exit out of the incident.

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

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

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.



Vendor:	Contract#	Contact Person	Contact#

Fixed Asset and Sensitive Item Tracking

Example Example

Item	Make/Brand	Model	Serial #	Fixed Asset	Sensitive Item	Date Requested (If Fixed Asset)	Date Approved (If Fixed Assset)	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	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	Condi ti onal
m	Cost	Indicate the total purchase price of the item including sales tax and other costs, such as shi ppi ng.	Requi red

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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DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of entity Kings View		D/B/A		
Address (number, street) 7170 N. Financial Dr. Suite 110		City Fresno	State CA	ZIP code 93720
CLIA number	Taxpayer ID number (EIN) 94-1412648	Telephone number (559) 256-0100		

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 checked="" 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 checked="" 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 checked="" 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
N/A		

- B. Type of entity: Sole proprietorship Partnership Corporation
 Unincorporated Associations Other (specify) Non-profit Organization 501(c)(3)
- 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
N/A		

YES NO

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

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?..... YES NO

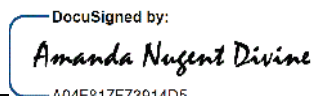
VII. A. Is this facility chain affiliated? YES NO
(If yes, list name, address of corporation, and EIN.)

Name Kings View Foundation		EIN 01-0946385	
Address (number, name) 7170 N. Financial Dr. Suite 110	City Fresno	State CA	ZIP code 93720

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) Amanda Nugent Divine, PhD	Title Chief Executive Officer
Signature  A04F817F73914D5...	Date 5/27/2022

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

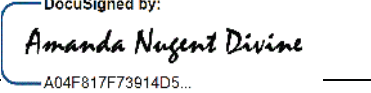
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant 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:  _____
Amanda Nugent Divine, PhD
(Printed Name & Title)

Date: 5/27/2022
Kings View
(Name of Agency or Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

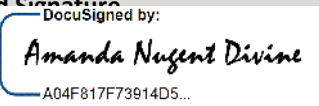
In order to conduct business with the County of Fresno (hereinafter referred to as "COUNTY"), members of a CONTRACTOR's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, 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:	Amanda Nugent Divine, PhD	Date:	5/27/2022
Job Title:	Chief Executive Officer		
(2) Company/Agency Name and Address:			
Kings View 7170 N. Financial Dr. Suite 110 Fresno CA 93720			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
Kings View is a nonprofit organization with no self-dealing transactions to disclose.			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
N/A			
(5) Authorized Signature			
Signature:	 A04F817F73914D5...	Date:	5/27/2022