

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of April, 2021, by and between the **COUNTY OF FRESNO** ("COUNTY"), a political subdivision of the State of California, and **FRESNO COUNTY SUPERINTENDENT OF SCHOOLS** ("FCSS"), a political subdivision of the State of California.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health ("DBH") and FCSS recognize the need to expand school based mental health treatment, prevention, and early intervention services for youth aged 0-22 throughout Fresno County; and,

WHEREAS, historically, California's public mental health system has focused solely on the segment of the population with "serious mental illness;" and,

WHEREAS, engaging with youth early in their experience of mental health issues will decrease the likelihood that mental illness becomes severe and disabling; and

WHEREAS, California's public mental health system has had minimal, if any focus on prevention or intervention; and,

WHEREAS, FCSS and DBH began partnering in 2011 to fill this gap and serve youth before their mental illness became serious; and,

WHEREAS, FCSS and DBH formalized this partnership as the All 4 Youth Partnership in 2018; and,

WHEREAS, in order to further the All 4 Youth Partnership, in February 2020, FCSS and DBH jointly responded through DBH to a Request for Applications ("RFA") from the State of California for grants under the Mental Health Services Act of 2019 ("MHSSA"); and,

WHEREAS, the RFA is incorporated herein by reference as the MHSSA RFA and made part of this Agreement as if attached hereto; and,

WHEREAS the State of California granted the RFA and awarded the All 4 Youth Partnership, through DBH, six million dollars (\$6,000,000.00) to be awarded over the time period of September 1, 2020 though and including August 31, 2024 ("MHSSA Grant"); and,

1 WHEREAS, DBH entered into a Standard Agreement (COUNTY Agreement 20-283) with the
2 State of California for the MHSSA Grant which was fully-executed on August 27, 2020 and approved by
3 the COUNTY Board of Supervisors on August 4, 2020 (“MHSOAC-MHSSA Agreement”); and,

4 WHEREAS, under the provisions of the RFA for the MHSSA Grant, DBH will pass the majority
5 of the funds through to FCSS; the Parties enter in to this Agreement; and,

6 WHEREAS, COUNTY, through its DBH, is a Mental Health Plan (MHP) as defined in Title 9 of
7 the California Code of Regulations, section 1810.226; and

8 WHEREAS, FCSS is qualified, has the staffing, facilities, support services, and is willing to
9 provide said expanded mental health services at school, home and community locations throughout
10 Fresno County, pursuant to the terms and conditions of this Agreement.

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

13 **1. SERVICES**

14 A. The scope of work for this Agreement is contained in the MHSSA RFA jointly
15 drafted by DBH and FCSS and submitted by DBH to the State of California in response to the Mental
16 Health Services Oversight and Accountability Commission’s (“MHSOAC”) Request for Applications,
17 MHSSA_001 Addendum 2. The MHSSA RFA is incorporated by reference and made part of this
18 Agreement as if attached hereto. Additionally, a scope of work document is attached hereto as Exhibit
19 A. These documents are intended to be read in concert with each other. To the extent that any
20 perceived conflict exists between the MHSSA RFA and Exhibit A, the MHSSA RFA shall be the
21 controlling document.

22 B. The work contained in the MHSSA RFA and Exhibit A is aligned with the vision,
23 mission, and guiding principles of DBH, as further described in Exhibit C, “Fresno County Department
24 of Behavioral Health Guiding Principles of Care Delivery”, attached hereto and by this reference
25 incorporated herein and made part of this Agreement. FCSS shall also provide tracking tools and
26 measurements for access, effectiveness, efficiency, and client satisfaction indicators as required by the
27 Commission on Accreditation of Rehabilitation Facilities (CARF) standards and as further detailed in
28

1 Exhibit A, Scope of Work. These tracking tools and measurements will be aligned with MHSOAC
2 requirements.

3 C. It is acknowledged by all parties hereto that DBH Contracts Division unit shall
4 monitor this Agreement in accordance with Section Thirteen (13) below.

5 D. FCSS shall participate in monthly, or as needed, workgroup meetings with staff
6 from DBH to discuss and plan for the work being completed pursuant to the MHSSA RFA and Exhibit
7 A, including, service requirements, data reporting, training, policies and procedures, overall program
8 operations, pre-approval of budgetary expenditures related to staffing, sensitive items, and fixed assets,
9 and any problems or foreseeable problems that may arise. As already agreed to in the June 5, 2018 All
10 4 Youth Partnership Agreement (Agreement Number 18-308), FCSS also participates in other
11 COUNTY meetings, such as, but not limited to, QI meetings, provider meetings, and Behavioral Health
12 Board meetings.

13 E. It is mutually agreed by Parties to Agreement, that the program funded under this
14 Agreement has already been named/branded. Nevertheless, any additional print or media materials,
15 including program branding and program preferences shall be reviewed in partnership between FCSS
16 and DBH and approved by the Director, DBH or designee and FCSS. The program funded under this
17 Agreement via the MHSOAC shall be identified as a partnership between DBH and FCSS under the
18 terms and conditions of this Agreement.

19 **2. TERM**

20 The term of this Agreement shall be for a period of four (4) years, commencing on the 1st
21 day of September 1, 2020 through and including August 31, 2024. There are no options to extend this
22 Agreement as this is the term funded by the MHSOAC via the awarded MHSSA Grant.

23 **3. TERMINATION**

24 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be
25 provided thereunder, are contingent on the approval of funds by the State of California. Should sufficient
26 funds not be allocated, the services provided may be modified with approval from the MHSOAC, or this
27 Agreement terminated at any time by giving FCSS at least thirty (30) days advance written notice.

28 B. Breach of Contract – A Party may terminate this Agreement only upon the other

1 Party's material breach of one or more provisions of this Agreement; after the non-breaching Party has
2 given the breaching Party thirty (30) days advance written notice of the termination; an opportunity has
3 been provided within 30 days of the date on which the non-breaching Party received the breaching
4 Party's notice, to cure the material breach and to notify the other Party in writing when such cure has
5 been completed; and, to discuss the intent to terminate this Agreement with MHSOAC. If the breaching
6 party has not cured the material breach upon expiration of the 30 days or any extension thereof agreed
7 upon by the Parties and MHSOAC agrees with the termination, this Agreement shall terminate effective
8 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or
9 action by any Party.

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

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

22 **4. COMPENSATION**

23 COUNTY agrees to pay FCSS and FCSS agrees to receive compensation in
24 accordance with the Budgets set forth in Exhibit B as approved by MHSOAC and attached hereto and
25 by this reference incorporated herein and made part of this Agreement.

26 A. Maximum Contract Amount

27 The maximum amount for the period of September 1, 2020 through August 31, 2021
28 shall not exceed eight hundred sixty one thousand, eight hundred forty five and No/100 Dollars

1 (\$861,845.00).

2 The maximum amount for the period of September 1, 2021 through August 31, 2022
3 shall not exceed two million seven hundred fifty one thousand, eight hundred forty five and No/100
4 Dollars (\$2,751,845.00).

5 The maximum amount for the period of September 1, 2022 through August 31, 2023
6 shall not exceed one million one hundred seventy four thousand, nine hundred eighty two and No/100
7 Dollars (\$1,174,982.00).

8 The maximum amount for the period of September 1, 2023 through August 31, 2024
9 shall not exceed one million two hundred eleven thousand, three hundred twenty eight and No/100
10 Dollars (\$1,211,328.00).

11 In no event shall the maximum contract amount for all the services provided by the
12 FCSS under the terms and conditions of this Agreement be in excess of six million and no/100 Dollars
13 (\$6,000,000.00) during the total term of this Agreement.

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

17 C. FCSS will be paid by COUNTY at the rate contained in Exhibit B for Family
18 Partner salaries and benefits. However, the Parties acknowledge that this is not the full amount that
19 FCSS is paying for the salaries and benefits of the Family Partners. Therefore, any payment of Family
20 Partner salary and benefits by FCSS in excess of the amount in Exhibit B shall be considered in-kind
21 contribution and take the place of any expected AB114 fund contribution described in the MHSSA RFA;
22 and, any private grant money obtained by FCSS as referenced in the MHSSA RFA shall be used
23 toward FCSS's portion of the Family Partner salary and benefits—these funds shall not offset COUNTY
24 payments as provided for in Exhibit B.

25 D. It is understood that all expenses incidental to FCSS's performance of services that
26 are not included in the budget at Exhibit B shall be borne by FCSS.

27 E. Payments shall be made by COUNTY to FCSS in arrears for services provided
28 during the preceding month, within forty-five (45) days after the date of receipt, including fifteen (15) days

1 for approval of the invoice as provided for in Section Five (5), Paragraph (B), of this Agreement, by
2 COUNTY of the monthly invoicing as described in Section Five (5) of this Agreement. Payments shall be
3 made after receipt and verification of actual expenditures incurred by FCSS for monthly program costs, as
4 identified in Exhibit B, in the performance of this Agreement and shall be documented to COUNTY on a
5 monthly basis by the tenth (10th) of the month following the month of said expenditures.

6 F. All final invoices and/or any final budget modification requests shall be submitted by
7 FCSS within sixty (60) days of August 31, 2024. COUNTY shall not be obligated to make any payments
8 under this Agreement if the request for payment is received by COUNTY more than sixty (60) days after
9 August 31, 2024. Any compensation which is not expended by FCSS pursuant to the terms and
10 conditions of this Agreement shall appropriately revert to grantor, the MHSOAC.

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

17 H. FCSS must maintain financial records related to this Agreement for a period of ten
18 (10) years or until any dispute, audit or inspection is resolved, whichever is later.

19 **5. INVOICING**

20 A. FCSS shall invoice COUNTY in arrears by the tenth (10th) day of each month for
21 actual expenses incurred during the prior month electronically to: 1)
22 dbhinvoicereview@fresnocountyca.gov, 2) dbh-invoices@fresnocountyca.gov; and 3)
23 dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned DBH Staff Analyst.
24 Invoices shall be provided in the format requested by DBH at least thirty (30) days in advance of when the
25 invoice is due.

26 B. If an electronic health record system is needed for the implementation of this
27 Agreement, it shall be the same system utilized by FCSS under the June 5, 2018 All 4 Youth Partnership
28 Agreement (Agreement Number 18-308). If there are any fees related to the addition of the Family

1 Partners provided for by this Agreement to the electronic health record system, the budget contained in
2 Exhibit B shall be revised according to the fee schedule as set forth in Exhibit D, "Electronic Health
3 Records Software Charges" attached hereto and incorporated herein by this reference and made part of
4 this Agreement, and presented to MHSOAC for approval. Once the revised budget is approved by
5 MHSOAC, if said electronic health record system is the COUNTY's electronic health record system,
6 DBH shall invoice FCSS in arrears by the fifth (5th) day of each month for the prior month's hosting fee, if
7 any, for the Family Partners' access to the COUNTY's electronic information system in accordance with
8 the fee schedule as set forth in Exhibit D. COUNTY shall also invoice FCSS annually for the annual
9 maintenance and licensing fee, if any, for access by the Family Partners to the COUNTY's electronic
10 information system in accordance with the fee schedule as set forth in Exhibit D. COUNTY shall invoice
11 FCSS annually for the Reaching Recovery fee, if any, as applicable, for the Family Partners' access to the
12 COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit D.
13 FCSS shall provide payment for these expenditures to DBH, Accounts Receivable, P.O. Box 712, Fresno,
14 CA 93717-0712, Attention: Business Office, within forty-five (45) days after the date of receipt by FCSS of
15 the invoicing provided by COUNTY.

16 C. At the discretion of DBH's Director or designee, and within fifteen (15) days of the
17 receipt of an invoice from FCSS, if an invoice is incorrect or is otherwise not in proper form or substance as
18 provided for in Section Five (5) Paragraph (A) above, DBH Director or designee, shall have the right to
19 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior
20 notice to FCSS. FCSS agrees to continue to provide services for a period of ninety (90) days after
21 notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not
22 corrected to DBH's satisfaction, DBH's Director or designee, may elect to terminate this Agreement for
23 cause, pursuant to the termination provisions stated in Section Three (3) of this Agreement. If DBH does
24 not provide the notice of incorrect or otherwise improper invoice within fifteen (15) days of receipt of the
25 invoice, DBH shall be obligated to pay that invoice as provided for in Sections Four (4) and Five (5) of this
26 Agreement and said invoice may not be the basis for termination of this Agreement.

27 D. Unallowable costs such as lobbying or political donations must be deducted from
28 the monthly invoice reimbursements.

1 **6. DISPUTE RESOLUTION**

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

15 **7. INDEMNITY**

16 Each Party's indemnity, defense, and hold harmless obligations to the other Party under
17 or related to this Agreement shall be governed solely by this Article. A Party ("Indemnitor") shall: (A)
18 indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California
19 laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability
20 based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and
21 litigation costs related to any Claim or Loss without any right against or from the Indemnitee for
22 indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to
23 seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other
24 Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that
25 may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all
26 entities and persons involved, and the amount being claimed. A Party's obligations under this Article
27 are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full
28 extent permitted by California laws, and shall survive the termination of this Agreement. "Claim" means

1 any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding
2 arising out of, resulting from, or relating to this Agreement where there has been no Final
3 Determination. "Loss" means any bodily injury, property damage, personal injury, advertising injury,
4 liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs
5 that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or
6 relating to this Agreement and for which there has been a Final Determination that a Party is or both
7 Parties are liable. "Third Party" means a person who or an entity that is *not* any of the following: (A) a
8 Party; (B) an owner, director, officer, employee, or agent of COUNTY; (C) an officer, employee, or
9 agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or
10 otherwise retained by a Party to act for or on the Party's behalf. "Final Determination" means any
11 judgment, order, or decision, each a "Determination," by a court of competent jurisdiction or a
12 governmental entity with jurisdiction to render the Determination where the Determination is not subject
13 to appeal or the period for an appeal has expired.

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

15 Each Party is an independent contractor, and it and its officers, employees, and agents
16 are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This
17 Agreement does not and shall not be construed to create an employment or agency relationship,
18 partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its
19 obligations and/or rights under this Agreement, including by operation of law or change of control or
20 merger, without the other Party's prior written consent, the Parties agree that this provision shall not
21 prohibit FCSS from contracting with one or more third parties to perform the Services required of FCSS
22 under this Agreement. If not already obtained as part of the RFA, FCSS shall obtain prior approval of
23 any subcontracts from DBH and the Parties will then obtain written approval from MHSOAC before
24 FCSS subcontracts any of the services delivered under this Agreement. Any subcontractor will be
25 subject to all applicable provisions of this Agreement, and all applicable State and Federal laws and
26 regulations. FCSS shall be held primarily responsible for the performance of any subcontractor. The
27 use of subcontractors by FCSS shall not entitle FCSS to any additional compensation than is provided
28 for under this Agreement. FCSS shall advise MHSOAC of any termination of a subcontract under this

1 Agreement.

2 **9. MODIFICATION**

3 Any matters of this Agreement may be modified by the written consent of all the Parties
4 without, in any way, affecting the remainder. The Parties understand, acknowledge, and agree that some
5 or all changes to this Agreement may need to be approved by MHSOAC prior to memorializing them in an
6 amendment to this Agreement.

7 Notwithstanding the above, with MHSOAC approval, minor changes to services, staffing,
8 and responsibilities of FCSS, as needed, to accommodate changes in the laws relating to mental health
9 treatment, as set forth in Exhibit A, may be made with the signed, written approval of DBH's Director or
10 designee and FCSS through an amendment approved by COUNTY's Counsel and the COUNTY's
11 Auditor-Controller/Treasurer-Tax Collector's Office.

12 In addition, with approval of the MHSOAC, changes to expense category (i.e., Salary &
13 Benefits, Facilities/Equipment, Operating, Financial Services, Special Expenses, Fixed Assets, etc.)
14 subtotals in the budgets, as set forth in Exhibit B, that do not exceed ten percent (10%) of the maximum
15 compensation payable to the FCSS, may be made with the written approval of COUNTY's DBH
16 Director, or designee, and FCSS.

17 Modifications shall not result in any change to the maximum compensation amounts
18 payable to FCSS, as stated in this Agreement.

19 **10. INSURANCE**

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

24 A. Commercial General Liability

25 Commercial General Liability Insurance with limits of not less than Two Million
26 Dollars (\$2,000,000.00) per occurrence and a general aggregate of Four Million
27 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis

28 B. Automobile Liability

Commercial Automobile Liability Insurance covering at least non-owned and

1 hired autos and, if there are any autos owned by the Party, then also covering
2 owned autos, with a combined single limit of not less than One Million Dollars
3 (\$1,000,000.00) per occurrence.

4 C. Professional Liability

5 If Parties employ licensed professional staff (e.g. Ph.D., R.N., L.C.S.W., M.F.T.)
6 in providing services, Professional Liability Insurance with limits of not less than
7 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
8 (\$3,000,000.00) annual aggregate. Parties agree that it shall maintain, at their
9 sole expense, in full force and effect for a period of three (3) years following the
10 termination of this Agreement, one or more policies of professional liability
11 insurance with limits of coverage as specified herein.

12 D. Worker's Compensation and Employer's Liability

13 A policy of Worker's Compensation Insurance of not less than One Million Dollars
14 (\$1,000,000.00) or as may be required by California laws, whichever is greater;
15 and, employer's liability insurance of not less than One Million Dollars
16 (\$1,000,000.00).

17 Each Party waives its right to recover from the other Party, its Board, officers,
18 agents, and employees, any amounts paid by the policy of worker's compensation
19 insurance required by this Agreement. Each Party is solely responsible to obtain
20 any endorsement to such policy that may be necessary to accomplish such waiver
21 of subrogation, but the Party's waiver of subrogation under this Paragraph is
22 effective whether or not the Party obtains such an endorsement.

23 E. Child Abuse/Molestation and Social Services Coverage

24 Either separate policies or an umbrella policy with endorsements covering
25 Molestation and Social Services Liability coverage or have a specific
26 endorsement on their General Commercial liability policy covering Molestation
27 and Social Services Liability. The policy limits for these policies shall be One
28 Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollars
(\$2,000,000.00) annual aggregate. The policies are to be on a per occurrence
basis.

F. Cyber Liability

Cyber Liability Insurance, with limits not less than Two Million Dollars
(\$2,000,000.00) per occurrence or claim, Two Million Dollars (\$2,000,000.00)
aggregate. Coverage shall be sufficiently broad to respond to duties and
obligations undertaken by FCSS in this agreement and shall include, but not be
limited to, claims involving infringement of intellectual property, including but not
limited to infringement of copyright, trademark, trade dress, invasion of privacy
violations, information theft, damage to or destruction of electronic information,
release of private information, alteration of electronic information, extortion and
network security. The policy shall provide coverage for breach response costs
as well as regulatory fines and penalties as well as credit monitoring expenses
with limits sufficient to respond to these obligations.

1 G. Additional Requirements Relating to Insurance

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

11 Within thirty (30) days from the date of Full Execution of this Agreement, the Parties shall
12 provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as
13 required herein, to the other Party. FCSS shall send this proof of insurance to County of Fresno,
14 Department of Behavioral Health, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Mental
15 Health Contracted Services Division or electronically to
16 dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned DBH's Staff Analyst.
17 COUNTY shall send its proof to Trina Frazier, Assistant Superintendent of Student Services, at
18 tfrazier@fcoe.org with a copy to lwascher@fcoe.org.

19 In the event that either Party fails to keep in effect at all times insurance coverage as herein
20 provided, either Party may, in addition to other remedies it may have, suspend or terminate this Agreement
21 with cause in accordance with Section 3, Paragraph (B) above.

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

25 **11. LICENSES/CERTIFICATES**

26 Throughout each term of this Agreement, FCSS and FCSS's staff shall maintain all
27 necessary licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision
28 of the services provided for in this Agreement and required by the laws and regulations of the United
States of America, State of California, the County of Fresno, and/or any other applicable governmental
agencies. FCSS shall notify COUNTY immediately in writing of its inability to obtain or maintain such
licenses, permits, approvals, certificates, waivers, and exemptions irrespective of the pendency of any
appeal related thereto. Additionally, FCSS and FCSS's staff shall comply with all applicable laws, rules or

1 regulations, as may now exist or be hereafter changed regarding all necessary all necessary licenses,
2 permits, approvals, certificates, waivers, and exemption.

3 **12. REPORTS**

4 A. Outcome Reports

5 FCSS shall submit to DBH service outcome reports as required by MHSOAC, as
6 described in Exhibit A, and as required by DBH's Policy and Procedure Guide PPG 1.2.7, "Performance
7 Outcome Measures" at Exhibit A-1 which is attached hereto and by this reference incorporated herein
8 and made part of this Agreement. Any additional outcome reporting shall be agreed upon in partnership
9 with DBH.

10 B. Staffing Reports

11 FCSS shall submit monthly staffing reports separate from those required by the
12 June 5, 2018 All 4 Youth Partnership Agreement (Agreement Number 18-308). These reports shall
13 identify all Family Partners providing services pursuant to this Agreement, ethnicity and language detail of
14 the Family Partners, and actual time of hours (FTE) worked by the Family Partners. Monthly staffing
15 reports shall be submitted by the tenth (10th) of each month for the prior month's Family Partners to
16 dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned DBH Staff Analyst.

17 C. Additional Reports

18 In addition, FCSS shall submit to DBH by the tenth (10th) of each month all
19 monthly activity and budget reports for the preceding month. FCSS shall also furnish to COUNTY such
20 statements, records, reports, data, and other information as DBH may request pertaining to matters
21 covered by this Agreement in order for DBH to comply with the MHSOAC-MHSSA Agreement.

22 **13. MONITORING**

23 FCSS agrees to extend to COUNTY's staff, DBH Director, and the MHSOAC or their
24 designees, the right to review and monitor records, services, or procedures, at any time, in regard to those
25 served under this Agreement, as well as the overall operation of FCSS's performance related to this
26 Agreement so long as such review is permitted by law. Any review must be in accordance with the
27 partnership duties of DBH under the MHSSA RFP, DBH's duties under the "MHSOAC-MHSSA
28 Agreement, or this Agreement.

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

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

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

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

1 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who
2 is required to attend training shall certify in writing that he or she has received the required training.
3 The certification shall specify the type of training received and the date received. The certification shall
4 be provided to the COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California 93703.

5 **16. COMPLIANCE WITH STATE MENTAL HEALTH REQUIREMENTS AND INCIDENT**
6 **REPORTING**

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

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

15 **17. CONFIDENTIALITY**

16 If any documents and/or information (for example and not as a limitation, employee or
17 student record) that is subject to nondisclosure or protection under federal and/or California laws
18 (collectively and separately "Confidential Material") are provided to or created by a Party for or pursuant
19 to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential
20 Material, except as required by law or a court order or as this Agreement may permit; (B) unless
21 specifically permitted by applicable laws, not use the Confidential Materials for any purpose not related
22 to a Party's performance of this Agreement; (C) protect and secure the Confidential Material, including
23 Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss,
24 destruction, erasure, alteration, and unauthorized viewing, duplication, and use; (D) acknowledge that
25 any Confidential Material related to students shall be the property of and under the control of the Party
26 whose student it relates to, notwithstanding any use authorized under this Agreement or its status as
27 Work; and (E) not retain any Confidential Material related to a student of the other Party upon the
28 expiration of this Agreement, which shall be accomplished by either the return of or the destruction of

1 such Confidential Material. The provisions of this Subsection shall survive the termination of this
2 Agreement.

3 **18. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT**

4 FCSS considers and represents itself as an educational agency as defined in the Family
5 Education Rights and Privacy Act ("FERPA"), which is found in Title 20 of the United States Code section
6 1232g and Title 34 of the Code of Federal Regulations Part 99. FCSS is also a "school district" as defined
7 in California Education Code section 49061 and must comply with California's pupil records laws as found
8 in California Education Code sections 49060 et seq. and title 5 of the California Code of Regulations
9 sections 430 et seq. As such, FCSS agrees to use and disclosure pupil records as required by law.

10 The Parties agree that COUNTY is a contractor and consultant within the meaning of
11 FERPA to whom FCSS has outsourced institutional services or functions that provide a legitimate
12 educational interest for sharing personally identifiable information ("PII") from pupil records in order to
13 accomplish the functions, activities, or services provided for in this Agreement. The uses and
14 disclosures of PII may not be more expansive than those afforded to FCSS employees. COUNTY shall
15 comply with all rules and laws related to contractors and consultants under FERPA.

16 **19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

17 A. The Parties to this Agreement shall be in strict conformance with all applicable
18 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850,
19 and 14100.2 et seq. of the Welfare and Institutions Code, Sections 2.1 and 431.300 et seq. of Title 42,
20 Code of Federal Regulations ("CFR"), Section 56 et seq. of the California Civil Code, Sections 11977
21 and 11812 of Title 22 of the California Code of Regulations, and the Health Insurance Portability and
22 Accountability Act ("HIPAA"), including but not limited to Section 1320d et seq. of Title 42, United States
23 Code ("USC") and its implementing regulations, including, but not limited to Title 45, CFR, Sections
24 142, 160, 162, and 164, and The Health Information Technology for Economic and Clinical Health Act
25 ("HITECH") regarding the confidentiality and security of patient information.

26 Except as otherwise provided in this Agreement, FCSS, as a Business Associate
27 of COUNTY, may use or disclose Protected Health Information ("PHI") to perform functions, activities or
28 services for, or on behalf of COUNTY, as specified in this Agreement, provided that such use or

1 disclosure shall not violate the HIPAA. The uses and disclosures of PHI may not be more expansive
2 than those applicable to COUNTY, as the “Covered Entity” under the HIPAA Privacy Rule (45 CFR
3 164.500 *et seq*), except as authorized for management, administrative or legal responsibilities of the
4 Business Associate.

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

12 C. FCSS shall not disclose any such identifying information to any person or entity,
13 except as otherwise specifically permitted by this Agreement, authorized by law, or authorized by the
14 client/patient.

15 D. For purposes of the above sections, identifying information shall include, but not
16 be limited to name, identifying number, symbol, or other identifying particular assigned to the individual,
17 such as finger or voice print, or a photograph.

18 E. FCSS shall provide access, at the request of COUNTY, and in the time and
19 manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section
20 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524
21 regarding access by individuals to their PHI.

22 FCSS shall make any amendment(s) to PHI in a designated record set at the
23 request of COUNTY, and in the time and manner designated by COUNTY in accordance with 45 CFR
24 Section 164.526.

25 FCSS shall provide to COUNTY or to an individual, in a time and manner
26 designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit
27 COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in
28 accordance with 45 CFR Section 164.528.

1 F. FCSS shall report to COUNTY, in writing, any knowledge or reasonable belief
2 that there has been unauthorized access, viewing, use, disclosure, or breach of PHI not permitted by
3 this Agreement, and any breach of unsecured PHI of which it becomes aware, immediately and without
4 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification
5 shall be made to COUNTY's Information Security Officer and Privacy Officer and DBH's HIPAA
6 Representative, within two (2) business days of discovery. The notification shall include, to the extent
7 possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed
8 to have been, accessed, acquired, used, disclosed, or breached. FCSS shall take prompt corrective
9 action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by
10 applicable Federal and State Laws and regulations. FCSS shall investigate such breach and is
11 responsible for all notifications required by law and regulation or deemed necessary by COUNTY and
12 shall provide a written report of the investigation and reporting required to COUNTY's Information
13 Security Officer and Privacy Officer and DBH's HIPAA Representative. This written investigation and
14 description of any reporting necessary shall be postmarked within the thirty (30) working days of the
15 discovery of the breach to the addresses below:

16 County of Fresno
17 Department of Behavioral Health
HIPAA Representative
18 (559) 600-6798
3147 N. Millbrook Ave
19 Fresno, CA 93703

County of Fresno
Dept. of Public Health
Privacy Officer
20 (559) 600-6405
(559) 600-6439
P.O.1221 Fulton Mall
21 Fresno, CA 93775

County of Fresno
Information Technology Services
Information Security Officer
22 (559) 600-5800
333 W. Pontiac Way
23 Clovis, CA 93612

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

27 H. Safeguards

28 FCSS shall implement administrative, physical, and technical safeguards as
required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the
confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives,
maintains or transmits on behalf of COUNTY; and to prevent access, use or disclosure of PHI other
than as provided for by this Agreement. FCSS shall develop and maintain a written information privacy

1 and security program that includes administrative, technical and physical safeguards appropriate to the
2 size and complexity of FCSS's operations and the nature and scope of its activities. Upon COUNTY's
3 request, FCSS shall provide COUNTY with information concerning such safeguards.

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

7 I. Mitigation of Harmful Effects

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

11 J. Contractor's Subcontractors

12 FCSS shall ensure that any of its subcontractors, if applicable, to whom FCSS
13 provides PHI received from or created or received by FCSS on behalf of COUNTY, agree to the same
14 restrictions and conditions that apply to FCSS with respect to such PHI; and to incorporate, when
15 applicable, the relevant provisions of these provisions into each subcontract or sub-award to such
16 subcontractors.

17 K. Effect of Termination

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

26 L. Interpretation

27 The terms and conditions in these provisions shall be interpreted as broadly as
28 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The

1 parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in
2 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

3 M. Regulatory References

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

6 N. Survival

7 The respective rights and obligations of FCSS as stated in this Section shall
8 survive the termination or expiration of this Agreement.

9 **20. DATA SECURITY**

10 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
11 viewing, use, or disclosure of COUNTY and/or FCSS data including sensitive or personal information
12 regarding those served under this Agreement; abuse of COUNTY and/or FCSS resources; and/or
13 disruption to COUNTY and/or FCSS operations, COUNTY and FCSS must employ adequate data security
14 measures to protect the confidential information provided to FCSS by COUNTY and to COUNTY by
15 FCSS.

16 A. Mobile, Wireless, or Handheld Devices

17 FCSS may not connect to COUNTY and COUNTY may not connect to FCSS
18 networks via mobile, wireless or handheld devices, unless the following conditions are met:

- 19 1) FCSS has received authorization to do so by COUNTY or COUNTY has
20 received authorization to do so from FCSS;
- 21 2) Current virus protection software is in place;
- 22 3) Mobile device has the remote wipe feature enabled; and,
- 23 4) A secure connection is used.

24 B. Computers or Computer Peripherals

25 FCSS may not bring FCSS-owned computers or computer peripherals into
26 COUNTY and COUNTY may not bring COUNTY-owned computers and computer peripherals into FCSS,
27 unless the following conditions are met:

- 28 1) FCSS has received authorization to do so by COUNTY or COUNTY has

1 received authorization to do so from FCSS;

2 2) Data must be encrypted and stored on a secure server and transferred by
3 means of a virtual private network (“VPN”) connection, or another type of secure connection; and,

4 3) Said data must be encrypted.

5 C. FCSS may not store COUNTY’s and COUNTY may not store FCSS’s private,
6 confidential or sensitive data on any hard-disk drive, portable storage device, or remote storage installation
7 unless encrypted.

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

12 E. Confidential information regarding those served under this Agreement transmitted
13 to one party by the other by means of electronic transmissions must be encrypted according to Advanced
14 Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be
15 utilized.

16 F. Each Party is responsible to immediately notify the other Party of any violations,
17 breaches, or potential breaches of security related to the other Party’s confidential information, data
18 maintained in computer files, program documentation, data processing systems, data files, and data
19 processing equipment which stores or processes data internally or externally.

20 **21. PROPERTY OF FCSS**

21 As part of the scope of work contained in the MHSSA RFA and Exhibit A, FCSS will
22 establish four (4) new, school-adjacent Wellness Centers in areas of Fresno County with high need (e.g.
23 no accessible mental health services, low socio-economic status, lack of health care, and scarce
24 resources) and where the All 4 youth Partnership has been able to acquire facility space. These Wellness
25 Centers shall be the sole property of FCSS, including any insurance, maintenance, improvements, and
26 infrastructures therein. These Wellness Centers and all of the related infrastructure purchased pursuant to
27 this Agreement shall remain the sole property of FCSS upon termination or expiration of this Agreement.
28 The Wellness Centers will be funded pursuant to the MHSSA RFA and the budgets at Exhibit B. None of

1 the property purchased pursuant to this Agreement shall belong to the COUNTY during or upon
2 termination or expiration of this Agreement.

3 FCSS property in the form of qualified fixed asset equipment and sensitive items purchased
4 under this Agreement shall be inventoried and logged by FCSS. This FCSS log/inventory may be
5 requested by DBH for the purposes of tracking expenditures under this Agreement up to one time per
6 month during the term of this Agreement. Sensitive items include, but are not limited to, computers,
7 copiers, televisions, and cameras that have a value of less than Five Thousand and No/100 Dollars
8 (\$5,000.00) but more than One Thousand and No/100 Dollars (\$1,000.00) and/or are mobile and high risk
9 of theft or loss. This log/inventory shall include a report of any loss or theft of items that are contained in
10 the log/inventory.

11 **22. NON-DISCRIMINATION**

12 During the performance of this Agreement, FCSS and its subcontractors shall not deny the
13 contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry,
14 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
15 gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they
16 discriminate unlawfully against any employee or applicant for employment because of race, religious
17 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
18 information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and
19 veteran status.

20 FCSS shall ensure that the evaluation and treatment of employees and applicants for
21 employment are free of such discrimination. FCSS and subcontractors shall comply with the provisions of
22 the Fair Employment and Housing Act (Gov. Code §12800 et seq.), the regulations promulgated
23 thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1,
24 Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5), and the regulations or standards
25 adopted by the MHSOAC to implement such article. FCSS shall permit access by representatives of the
26 Department of Fair Employment and Housing and the MHSOAC, upon reasonable notice at any time
27 during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its
28 books, records, accounts, and all other sources of information and its facilities as said department or

1 agency shall require to ascertain compliance with this clause. FCSS and its subcontractors shall give
2 written notice of their obligations under this clause to labor organizations with which they have a collective
3 bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) FCSS shall include the non-
4 discrimination and compliance provisions of this clause in all subcontracts to perform work under this
5 Agreement.

6 **23. CULTURAL COMPETENCY**

7 As related to Cultural and Linguistic Competence:

8 A. FCSS shall not discriminate against beneficiaries based on race, color, national
9 origin, sex, disability, or religion. FCSS shall ensure that a limited and/or no English proficient
10 beneficiary is entitled to equal access and participation in the services provided for in this Agreement
11 through the provision of comprehensive and quality bilingual services pursuant to Title 6 of the Civil
12 Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of
13 1980.

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

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

26 D. FCSS shall ensure that employees, agents, subcontractors, and/or partners who
27 interpret or translate for a beneficiary or who directly communicate with a beneficiary in a language other
28 than English (1) have completed annual training provided by COUNTY at no cost to FCSS; (2) have

1 demonstrated proficiency in the beneficiary's native language; (3) can effectively communicate any
2 specialized terms and concepts specific to FCSS's services; and, (4) adheres to generally accepted
3 interpreter ethics principles. As requested by COUNTY, FCSS shall identify all who interpret for, or provide
4 direct communication to, any program beneficiary in a language other than English and identify when the
5 FCSS last monitored the interpreter for language competence.

6 E. Pursuant to the June 5, 2018 All 4 Youth Partnership Agreement (Agreement
7 Number 18-308), FCSS has already submitted to COUNTY and received approval of FCSS's plan to
8 address all fifteen (15) National Standards for Culturally and Linguistically Appropriate Service (CLAS), as
9 published by the Office of Minority Health. FCSS will continue to comply with the terms of the June 5,
10 2018 All 4 Youth Partnership Agreement (Agreement Number 18-308) as it pertains to the CLAS and as
11 set forth in Exhibit H, "National Standards on Culturally and Linguistically Appropriate Services," attached
12 hereto and incorporated herein by reference and made part of this Agreement. As the CLAS standards
13 are updated, FCSS's plan must be updated accordingly. As requested by COUNTY, FCSS shall be
14 responsible for conducting an annual CLAS self-assessment and providing the results of the self-
15 assessment to the COUNTY. The annual CLAS self-assessment instruments shall be reviewed by the
16 COUNTY and revised as necessary to meet the approval of the COUNTY.

17 F. Cultural competency training for FCSS staff should be substantively integrated into
18 training for the Family Partners. As requested by COUNTY, FCSS shall report on the completion of
19 cultural competency trainings for the Family Partners to ensure they are completing a minimum of one (1)
20 cultural competency training annually.

21 G. FCSS shall create and sustain a forum that includes staff at all agency levels to
22 discuss cultural competence. COUNTY encourages a representative from FCSS's forum to attend
23 COUNTY's Cultural Humility Committee.

24 **24. ASSURANCES**

25 In entering into this Agreement, FCSS certifies that neither they, nor any of their officers,
26 are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health
27 Care Programs; that neither they, nor any of their officers, have been convicted of a criminal offense
28 related to the provision of health care items or services; nor have they, nor any of their officers, been

1 reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension,
2 debarment, or ineligibility.

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

9 In the event the potential employee or subcontractor informs FCSS that he or she is excluded, suspended,
10 debarred, or otherwise ineligible, or has been convicted of a criminal offense relating to the provision of
11 health care services, that potential employee or subcontractor may not be hired or engaged to do work
12 under this Agreement.

13 B. FCSS agrees to cooperate fully with any reasonable requests for information from
14 COUNTY which may be necessary to complete any internal or external audits relating to FCSS's
15 compliance with the provisions of this Section.

16 **25. TOOLKIT**

17 The toolkit that will be developed pursuant to this Agreement shall belong to FCSS and DBH alike.
18 During the term of the Agreement, the Parties will jointly determine when and how it is shared with others
19 outside of this Agreement. Following the term of the Agreement, each Party may determine independently
20 when and how it is shared with credit to both Parties for authorship.

21 **26. PUBLICITY PROHIBITION**

22 None of the funds, materials, property or services provided directly or indirectly under this
23 Agreement shall be used for COUNTY's or FCSS's advertising, fundraising, or publicity (*i.e.*, purchasing of
24 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
25 publicity of the services described in the MHSSA RFA shall be allowed. Costs related to allowed publicity
26 are provided for in MHSSA RFA and Exhibit B.

27 **27. COMPLAINTS AND GRIEVANCES**

28 In accordance with Exhibit I, "Fresno County Mental Health Plan Grievances and Appeals

1 Process,” attached hereto and by this reference incorporated herein and made part of this Agreement,
2 FCSS shall log complaints and the disposition of all complaints from those served under this Agreement.
3 FCSS shall provide a copy of the detailed complaint log to COUNTY at monthly intervals by the tenth (10th)
4 day of the following month, in a format that is mutually agreed upon by DBH and FCSS. In addition, FCSS
5 shall provide details and attach documentation of each complaint with the log. FCSS shall post signs
6 informing those served under this Agreement of their right to file a complaint or grievance.

7 Should DBH decide to follow-up regarding any of the complaints contained in FCSS’s log,
8 FCSS shall cooperate in the follow-up process and provide any additional information and/or
9 documentation to DBH within ten (10) days of DBH’s request.

10 **28. AUDITS AND INSPECTIONS**

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

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

19 **29. NOTICES**

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

22 COUNTY

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

22 FCSS

23 Assistant Superintendent of Student
24 Services
25 Fresno County Superintendent of Schools
26 1111 Van Ness Avenue
27 Fresno, CA 93721

28 All notices between COUNTY and FCSS provided for or permitted under this Agreement
must be in writing and delivered either by personal service, by first-class United States mail, by an

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

15 **30. GOVERNING LAW**

16 Venue for any action arising out of or related to the 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 **31. ENTIRE AGREEMENT**

21 This Agreement, including all Exhibits, and the MHSSA RFA constitutes the entire
22 agreement between FCSS and COUNTY with respect to the subject matter hereof and supersedes all
23 previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and
24 understandings of any nature whatsoever related to the MHSSA RFA unless expressly included in this
25 Agreement. This Agreement does not void, invalidate, change, or amend any other currently existing
26 written agreements with COUNTY and/or DBH.

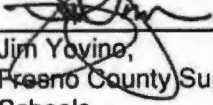
27
28 Exhibit A
Exhibit A-1

Scope of Work
PPG 1.2.7 Performance Outcomes Measures

1	Exhibit B	Program Expenses and Budgets
	Exhibit C	DBH Guiding Principles of Care Delivery
2	Exhibit D	Electronic Health Records Software Charges
	Exhibit E	FCMHP Compliance Program: Contractor Code of Conduct and
3		Ethics
	Exhibit F	State Mental Health Requirements
4	Exhibit G	Protocol for Completion of Incident Report
	Exhibit H	National CLAS Standards
5	Exhibit I	Fresno County MHP Grievances and Appeals Process
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3
4 **FRESNO COUNTY SUPERINTENDENT
5 OF SCHOOLS**

6 By: 
7 Jim Yovino,
8 Fresno County Superintendent of
9 Schools

10 Date: 3/19/21

11 **COUNTY OF FRESNO**

12 By: 
13 Steve Brandau,
14 Chairman of the Board of Supervisors of the
15 County of Fresno

16 Date: 4/13/2021

17 **ATTEST:**
18 Bernice E. Seidel,
19 Clerk of the Board of Supervisors
20 County of Fresno, State of California

21 By: 
22 Deputy

23 Date: 4/13/2021

24 Mailing Address:
25 Fresno County Superintendent of Schools
26 1111 Van Ness Avenue
27 Fresno, CA, 93721
28 Contact/Phone: 559-265-3000

Fund/Subclass: 0001/10000
Account/Program: 7295/0
Organization/Cost Centers: 56302258 (\$6,000,000)

FY 2020-21 \$861,845, FY 2021-22 \$2,751,845, FY 2022-23 \$1,174,982
FY 2023-24 \$1,211,328

Scope of Work

ORGANIZATION: Fresno County Superintendent of Schools ("FCSS")

ADDRESS: 1111 Van Ness Avenue, Fresno, CA, 93721

SERVICES: **School and Community Based Prevention and Early Intervention ("PEI") Services to Children/Youth (Ages 0-22), Families, and School Staff.**

PROGRAM NAME: All 4 Youth – Wellness Center

CONTRACT TERM: September 1, 2020 – August 31, 2024

CONTRACT SITES: See Section VIII

CONTRACT AMOUNT:

<u>Grant Year</u>	<u>Contract Maximum (MHSSA Funds)</u>
2020-21	\$861,845.00
2021-22	\$2,751,845.00
2022-23	\$1,174,982.00
2023-24	\$1,211,328.00

Maximum Total Compensation (MHSSA Funds) All Four (4) Years:
\$6,000,000.00

TELEPHONE: (559) 265-3049

CONTACT PERSON: Trina Frazier, Assistant Superintendent, Student Services

I. **Abstract/Summary:**

The MHSSA Grant was awarded pursuant to the Mental Health Student Services Act of 2019 ("MHSSA"). FCSS agrees to hire personnel or peer support to enhance the existing All 4 Youth Partnership to expand access to mental health services for children and youth and to facilitate linkage and access to ongoing and sustained services.

II. **Target Population:**

FCSS, in partnership with DBH shall address and further expand efforts to encourage comprehensive self-care through promoting wellness to youth (ages 0-22), families, and school staff.

III. **Detailed Scope of Work and Project Description:**

The scope of work for this Agreement is contained in the RFA submitted by DBH in response to the Mental Health Services Oversight and Accountability Commission's ("MHSAOC") Request for Applications, MHSSA_001 Addendum 2. The MHSSA RFA is incorporated by reference and made part of this Agreement as if attached hereto.

FCSS, in partnership with Fresno County Department of Behavioral Health ("DBH"), will allocate Mental Health Student Services Act of 2019 ("MHSSA") funding to expand prevention and early intervention

services, and increase treatment space for youth aged 0- 22 throughout Fresno County. Historically, California's public mental health system has focused solely on the population with "serious mental illness." Engaging with youth early in their experience of mental health issues will decrease the likelihood that mental illness becomes severe and disabling.

Furthermore, the state's public mental health system has had limited focus on prevention and early intervention. FCSS and DBH began partnering in 2011 to fill this gap, intervene early and serve youth before their mental illness developed into serious illness. In 2018, the existing partnership was significantly expanded and transformed into the *All 4 Youth Partnership*.

FCSS and DBH will expand the current model of care provided through All 4 Youth to serve more youth and their families through a strength-based, person-centered approach that focuses on prevention and early intervention, and connects youth with needed therapeutic services through the existing All 4 Youth program and the DBH network of care.

To serve individuals early in the pipeline, FCSS and DBH shall allocate MHSSA funds to establish four new, school-adjacent Wellness Centers in areas of the county with high-need (e.g., no accessible mental health services, low socio-economic status, lack of health care, and scarce resources) and where the All 4 Youth Partnership has been unable to acquire facility space for treatment services. FCSS and DBH will aspire to address and further expand efforts to encourage comprehensive self-care through promoting wellness at Centers where youth, families, and school staff can learn to connect, improve health and well-being, find fulfillment, and access natural resources and supports.

Through the Wellness Centers, the FCSS will:

- Provide accessible information and host trainings to increase student, family, school staff, and community knowledge about trauma and mental health;
- Provide mental health prevention, early intervention, and treatment services in accessible locations including schools, the community, and at home;
- Promote mental health for all and reduce stigma around mental health to increase the likelihood of accessing services;
- Provide strategies and training for comprehensive self-care for families, students, and school staff; and
- Collaborate with schools and districts to extend the implementation of their Natural School Mental Health Curriculum: Guidance and Best Practices for States, Districts, and Schools to families and communities.

The Wellness Centers will be outfitted with space for meetings, trainings, workshops, and confidential treatment space. Any clinical treatment or specialty mental health services provided in the Wellness Centers will conform to and be in compliance with all applicable Fresno County Mental Health Plan, Medi-Cal, State of California and Federal statutes and regulations relative to providing specialty mental health services.

The Wellness Centers will be staffed with Family Partners who will provide culturally appropriate outreach to youth as well as to parents, teachers and school staff, primary health care providers, and others to recognize the early signs of mental illness. Overseen by the All 4 Youth Program Supervisors, Family Partners will make referrals to the All 4 Youth program or other DBH network program, as needed, for treatment to be provided in the Wellness Center or at the school, in the home, or a preferred location within the community.

FCSS will recruit Family Partners from the local community with lived experience and one that reflects the population being served to staff the Wellness Centers. As it relates to mental health, *Lived Experience* is defined as the knowledge and understanding you get when you have lived through something. These are individuals with mental illness, and family/friends supporting someone living with mental illness. Family Partners will play a key role in reducing stigma associated with the diagnosis of a mental illness or seeking mental health services. Each Family Partner will receive training and follow-up support in evidence-based practices to provide outreach, prevention, early intervention, and service referrals. Technical support and training will be provided from the contracted trainer (Crestwood Behavioral Health, Inc. or as available). Existing All 4 Youth Program Supervisors will guide and monitor the work of the Family Partners inclusive of triage and referrals of youth and their families. Additional existing All 4 Youth staff will be provided at the Wellness Centers to appropriately support the Wellness Center program and serve the youths, families, and community.

Family Partners will conduct outreach to parents and youth to engage, develop relationships, and combat cultural distrust of medical and school professionals. They will also outreach to teachers and school staff to provide information about prevention and early intervention; receive referrals from parents, teachers, and other school staff; and refer youth to clinical mental health services at All 4 Youth and other DBH programs. Following referral to the Wellness Center and assessment by an All 4 Youth Clinician, the Family Partner will work under the direction of the FCSS Program Supervisor, and in collaboration with the All 4 Youth Clinician and Specialists as appropriate, to develop an individual service plan with the youth and caregiver that outlines goals and needed services. Family Partners will refer youth to behavioral health and related services at the youth's school, other County agencies, and community-based providers, which may include: assistance applying for Medi-Cal, obtaining resources for food, clothing and shelter, after-school programs, social skills classes, substance use disorder services for youth and adults, employment supports, and other community-based services. The All 4 Youth Partnership will leverage its relationships with County Human Services departments (e.g., DBH, Public Health, Social Services, and Probation), community-based organizations and collaboratives (e.g., Community Hospital, Cradle to Career Fresno, National Alliance for Mental Health [NAMI] Fresno, Suicide Prevention Collaborative, and Valley Children's Hospital) to link children and youth and their families with needed services.

Family Partners will host community-based activities like Parent Cafés, meetings, and classes to build trust, destigmatize mental illness, share information, and foster an understanding of the signs of mental illness. Training and conversation topics will include the following (with other trainings added to address emerging local needs):

- **Trauma-informed Behavioral Health Services:** This training will provide an overview of the services available in the community, including the purpose of, and services provided by, All 4 Youth.
- **Trauma-informed Parenting Practices:** This training will review research related to childhood trauma, evidence-based interventions, and suggestions on how parents can work with children that are affected by trauma.
- **Parent Training Programs:** This training will provide an overview of the various parent training programs available to help bolster the skills needed to manage children's behavior calmly and improve the quality of family life, including Parent-Child Interaction Therapy (PCIT), Parent Management Training (PMT), Defiant Teens, and Positive Parenting Program.
- **Understanding Trauma in the School Environment:** This training will increase parent understanding of trauma and how trauma affects the brain, safety and behavior in children, and

how Fresno schools are developing a range of tools to increase safety, address unsafe behaviors, and promote connection to the school staff and grounds.

- **Human Trafficking:** California is one of the primary hotspots of human trafficking in the United States, and this training will cover the roots of human trafficking, how to identify red flags that someone may be a victim of trafficking, and the services available to victims of human trafficking.
- **Gang Involvement:** This training will include an overview of the risk factors that significantly affect a young person's chance for gang involvement, but will focus on the protective factors that reduce the risk, including parental involvement and monitoring, family support, and coping/interpersonal skills.

As trusted messengers with lived experience that mirrors those of the community they serve, Family Partners will increase the likelihood of referrals by parents, timely follow-up with services, and increased understanding and awareness of mental illness among the community.

With the approval of Senate Bill (SB) 803, Peer Support Specialist Certification Program Act of 2020, peer professional staffs will be able to claim for specialty mental health services if they have and maintain certain certifications. When Fresno County DBH's regulations and policies are developed and implemented, Family Partners will work towards attaining and maintaining certifications relevant to their discipline, including but not limited to; adherence to code of ethics, curriculum and training requirements, and passing a certification examination approved by DBH.

To contribute to a system-wide shift in the provision of mental health services for youth, the All 4 Youth Partnership Steering Committee will develop a toolkit, ***Bridging Education and Mental Health: A Toolkit Integrating School-based Services in California*** (working title), for establishing a partnership between California Counties and their local education agency or office of education.

The toolkit will comprise the following topics:

- Initial planning;
- Staffing requirements;
- Job description development;
- Partnership agreement development;
- Budgeting;
- Governance structure;
- Policies and procedures;
- Meetings and trainings;
- District onboarding;
- Referral process;
- Establishing Hubs and site certification;
- Data collection and outcomes;

- Billing Medi-Cal;
- Telepsychiatry services and psychiatrist;
- How to address barriers;
- Marketing; and
- Consultation, site visits, and lessons learned.

The toolkit will also include editable forms and documents to aid counties' efforts to establish partnerships. Developed during the first 12 to 18 months of the agreement, the completed *Bridging Education and Mental Health toolkit* will leverage FCSS' and DBH's nearly decade-long relationship to create an actionable guide for counties looking to develop a similar model. The toolkit will provide a framework and tangible structure for other counties to begin their work in helping education and mental health services coordinate to reduce stigma and increase timely access to services within their respective counties. The finalized electronic toolkit will be disbursed through the MHSOAC website, accessible to MHSSA-funded emerging partnership counties as well as interested counties throughout the state. Through the development of Bridging Education and Mental Health: A Toolkit Integrating School-based Services in California, the All 4 Youth Partnership aims to contribute to the statewide body of knowledge and build a future in which youth access the mental health services they need earlier.

Through these multipronged efforts, the All 4 Youth Partnership via The Wellness Centers hopes to correct the misperceptions about and reduce the stigma around mental illness, leading to downstream reductions in discrimination against people with mental illness.

Mental Health Services Oversight and Accountability Commission (MHSOAC) – MHSSA

In addition to the responsibilities of the project description above, FCSS shall follow all requirements of the Mental Health Services Oversight and Accountability Commission's Request for Application – Mental Health Student Services Act 2019 ("RFA MHSSA_001 Addendum 2"), adhere to the proposed plan as outlined in the submitted MHSSA Grant Application (as approved by the County of Fresno, Board of Supervisors on March 24, 2020), and County Agreement 20-283 with MHSOAC-MHSSA (as approved by the County of Fresno, Board of Supervisors on August 4, 2020).

IV. Contacts:

Direct all inquiries regarding this Agreement to the representatives listed below. Representatives may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

County of Fresno
Department of Behavioral Health
Susan Holt, Deputy Director
1925 E. Dakota Avenue
Fresno, CA 93726
Phone: 559-600-9058
Fax: 559-600-7673
Email: sholt@fresnocountyca.gov

Fresno County Superintendent of Schools
Trina Frazier, Assistant Superintendent of
Student Services
1100 Van Ness Avenue
Fresno, CA 93721
Phone: 559-265-3049
Fax: 559-265-3049
Email: tfrazier@fcoe.org

V. Grant Cycle:

This Agreement is for a four-year grant cycle, with funds allocated to DBH by the State of California and

passed through to FCSS.

Funding is based on compliance with the MHSSA RFA requirements.

During the cycle of the grant, FCSS will participate with DBH in monthly check-in meetings with MHSSOAC staff either in-person, by phone, or some other agreed upon arrangement. The intent of these meetings is for FCSS and DBH to provide a status of the programming, including, but not limited to reporting requirements, hiring, spending, schedule, and any other relevant issues.

VI. Schedule of Services:

Services will be typically be provided during the normal business day of the campus where the Wellness Center is located, Monday through Friday in accordance with the FCSS 8-hour work day and 12-month employee work calendar. However, as appropriate, services will be provided by appointment during non-traditional hours of operation, including holidays, evenings, and weekends. Any changes in regular business hours for the Wellness Center will be posted on the door with a phone number that those served under the Agreement can use to obtain assistance. Each of the Family Partners has a 199 day work year and will rotate to fill the needed schedule of services, including non-traditional hours, within that work year.

VII. Staffing:

FCSS's proposed staffing is identified in the MHSSA RFA and Exhibit B and will include:

Family Partners will be hired with lived experience for each of FCSS' sites. Service to be provided at Wellness Centers, school sites, in the home, or other community setting.

- Four Family Partners will be hired in the first year; four more Family Partners will be hired by June 30, 2021 (eight total); four more Family Partners will be hired by June 30, 2022 (12 total).

Leverage of the existing DBH contracted program in partnership with FCSS, the All 4 Youth Program will be instrumental in successful implementation and coordination of Wellness Center services.

Existing contracted resources which will work in collaboration with the new Wellness Centers include:

- FCSS Program Supervisors (approximately 0.5 FTE total) will oversee the work of the Family Partners inclusive of triage and referrals of youth and their families.
- All 4 Youth Clinicians (approximately 0.86 FTE total) will conduct mental health assessments and related mental health services at the Wellness Centers, All 4 Youth Hubs, students' homes or other locations in the community.
- All 4 Youth, Youth Care Specialists (approximately 0.24 FTE total) and All 4 Youth Intervention Specialists will provide support through the Wellness Centers, providing case management and collateral services following mental health assessment, and supporting individual service plan development with the Family Partners and Clinicians. Specialists will also provide ongoing psychoeducation and skills-building activities at All 4 Youth Hubs.
- All 4 Youth School Psychologist (approximately 0.20 FTE total) will provide evidence-based, trauma-informed trainings to school staff.
- Bilingual All 4 Youth Office Assistants (approximately 0.80 FTE total) will provide clerical support

including scheduling, printing, and materials distribution.

VIII. Service Locations

Each Wellness Center will be located on or adjacent to a school site to facilitate ease of accessing services and will be placed strategically to reduce transportation barriers for youth and families from across the 6,000 square mile county. During the first year of the four-year project period, the All 4 Youth Partnership will adapt an existing FCSS location into a new Wellness Center and establish three new modular buildings to be Wellness Centers in target locations throughout the County.

FY 2020-2021 –

Location: Fresno Pacific University
1717 Chestnut Ave, Portable A-2 Fresno, California 93702

FY 2021-2022 –

Location: In this fiscal year, the three other service sites will be developed strategically within Fresno County. The process for selecting the Wellness Center locations are dependent on the geographical regions of the County; locations where all the families and districts can have increased ease of access to the Wellness Center; willingness of a district to provide space on or adjacent to a school campus; and high needs areas in terms of community and student stressors (i.e. poverty, high suicide rates, homelessness, etc.)

Wellness Center sites and start dates may be adjusted during the term of this agreement by the written approval of the Director DBH, or designee and FCSS.

IX. Service Start Dates:

The All 4 Youth Wellness Center Program will have a Ramp-Up period that will begin on September 1, 2020. The Ramp-Up period will consist of renovating the facility at Fresno Pacific University and preparing it for the first Wellness Center. The Ramp-Up period will also consist of hiring and training the Family Partners and may be extended as necessary to prepare for operations, with the approval of DBH. Wellness Center services has been tentatively scheduled to begin operations in January 2021 following the renovations of the first site.

Year 1: Calendar Year (CY) 2020-21 (September 1, 2020 to August 31, 2021)

1. Establish the first Wellness Center at Fresno Pacific University
2. Hire, train, and staff the Wellness Center with four (4) Family Partners
3. Initial Services are anticipated to start by January 1, 2021.
4. Develop the proposed toolkit, ***Bridging Education and Mental Health: A Toolkit Integrating School-based Services in California*** (working title). In order to provide a professional product to for redistribution and to appropriately brand the Wellness Center into the community, FCSS and DBH will be sub-contracting with a professional marketing agency to assist with the program's toolkit composition and media campaigns.

Year 2: CY 2021-22 through CY 2023-24 (September to August)

1. Establish the remaining three (3) Wellness Centers across Fresno County.
2. Recruit and staff remaining Wellness Center; four (4) Family Partners for CY 2021-22, four (4) Family Partners for CY 2022-23 and CY 2023-2024.

Family Partners and other mental health staff located at a specific site or hub may serve youths/students in other sites/locations and other areas in the community as needed.

Youths/students located in a specific location may access services in other sites as needed. FCSS shall work with DBH Director, or designee to ensure a smooth and efficient continuum of care for all youths/students.

X. Cultural Competency:

A. FCSS shall provide the following as it relates to cultural competency services:

1. FCSS shall recruit and hire staff that have demonstrated experience working with the Latino, African American, Southeast Asian, Native American, Punjabi, and other minority populations and have knowledge about the culture of these targeted groups as well as other diverse communities.
2. FCSS's staff shall attend annual trainings on cultural competency, awareness, and diversity as provided by FCSS. FCSS's staff shall be appropriately trained in providing services in a culturally sensitive manner.
3. FCSS's staff shall attend civil rights training as provided by FCSS.
4. FCSS shall hire bilingual staff. At a minimum, FCSS shall hire staff competent in Spanish and Hmong as these are the identified threshold languages in Fresno County. If bilingual staff is not available and/or competent for hiring, translators/interpreters may be used with English-speaking staff.
5. FCSS shall secure the services of trained translators/interpreters as may be necessary. Translators/interpreters may prove invaluable for languages such as Cambodian, Russian, Arabic, Armenian, Punjabi, and others. Translators/interpreters shall be appropriately trained in providing services in a culturally sensitive manner.
6. FCSS shall provide services by placing importance on traditional values, beliefs and family histories. Cultural values and traditions offer special strengths in treating clients and this should help guide health care messages and wellness and recovery plans.
7. FCSS shall provide services within the most relevant and meaningful cultural, gender-sensitive, and age-appropriate context for the target population.
8. FCSS shall develop plans to continually engage targeted populations.
9. FCSS shall recruit and hire client/family members. Regarding the recruitment of client/family members, the FCSS will be able to consult with the COUNTY DBH.
10. FCSS shall distribute literature/informational brochures in appropriate languages and request feedback as to how access to care could be improved for these culturally diverse communities.

11. FCSS shall conduct an annual cultural competency self-assessment and provide the results of said self-assessment to the COUNTY. The annual cultural competency self- assessment instruments shall be reviewed by the COUNTY and revised as necessary to meet the approval of the COUNTY. FCSS can create their own cultural competency self- assessment tools or utilize instruments to be provided by COUNTY.
12. FCSS shall provide services throughout Fresno County in the community and home as needed, to increase the frequency of clients obtaining needed services as some children/families are reluctant to seek services at school sites.
13. FCSS shall promote system of care accountability for performance outcomes which enable children and their families to live independently, work, maintain community supports, stay in good health, and avoid substance abuse and incarceration.
14. FCSS shall develop individual services and supports plans which are flexible and open to meet the unique needs of the targeted populations.
15. FCSS shall provide family support and the creation of family partnerships utilizing peer support for families and parenting support.
16. FCSS shall establish culturally specific multidisciplinary treatment teams responsible for assuring and providing needed services.
17. FCSS shall provide parenting groups that are conducted in the preferred language of the participant client/families.
18. FCSS's staff will be trained to keep an open mind and maintain non-judgmental interaction with clients/families.
19. FCSS, when developing program services and service delivery approaches, shall seek to hire and train staff and community stakeholders (i.e., consumers, family members, etc.) that are providing services to consumers and families on appropriate methods and approaches to delivering gender and age specific services.
20. FCSS's hiring and contracting practices shall be based on local data and reflect the needs of the population to be served.
21. FCSS shall attend the COUNTY's Cultural Humility Committee monthly meetings, maintain its own cultural competence oversight committee, and develop a cultural competency plan to address and evaluate cultural competency issues.
22. COUNTY shall provide technical assistance and demographic data to FCSS in relation to cultural competency planning.
23. FCSS shall train staff on best practice for utilizing interpreters to ensure effective communication with monolingual consumers and families to assist in the delivery of culturally/linguistically appropriate services.

XI. Care Coordination/Collaboration:

Through the Wellness Center site-based teams, local needs will be based on objective data. When the data utilized by the Wellness Center teams indicates student and families may require more intensive supports, the team will establish a coordinated seamless procedure for

comprehensive service delivery through FCSS's specialty mental health treatment services as well as other existing local resources. School staff is sometimes the first to identify barriers within the students' families. All too often, the social and emotional barriers experienced by the family may affect the student's ability to access education and quality mental health services. When the data indicates the need for intensive mental health supports for the student and/or family, the Wellness Center team will be able to integrate representatives from FCSS' specialty mental health treatment services as well as outside agencies who are working closely with the family/student to create a person-centered action plan.

XII. County Responsibilities:

A. COUNTY shall:

1. Provide oversight, through its DBH Director, or designee, and collaborate with FCSS and other COUNTY Departments and community agencies to help achieve State program goals and outcomes. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with the State Department of Health Care Services in regard to program administration and outcomes.
2. Assist FCSS in making linkages with the total mental health system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
3. Participate in evaluating the progress of the overall program and the efficiency of collaboration with FCSS's staff and will be available to the FCSS for ongoing consultation.
4. Gather outcome data from FCSS throughout each term of this Agreement. COUNTY DBH staff shall notify the FCSS when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
5. Assist FCSS's efforts towards cultural and linguistic competency by providing the following to FCSS:
 - a. Technical assistance and training regarding cultural competency requirements.
 - b. Mandatory cultural competency training for FCSS personnel, at minimum once per year.
 - c. Technical assistance for translating information into COUNTY's threshold languages (Spanish and Hmong). Translation services and costs associated will be the responsibility of the FCSS.

XIII. Performance Outcome Measures

FCSS, in collaboration with DBH, will complete and submit performance outcome reports as outlined in the MHSSA RFA.

FCSS shall employ staff through the grant for MHSSA data gathering, submission of program implementation and summary program evaluations to the MHSOAC. FCSS shall evaluate its MHSSA Grant-funded program.

Evaluation activities are intended to provide FCSS, DBH, and the MHSOAC with data-related to program

impact and individual experience, and to demonstrate program effectiveness throughout the grant cycle. It is intended that the results from the local evaluations will yield best practices for school-based mental health partnerships, number of students serviced, demographics, data on linkage to ongoing mental health services, and comparison data on negative outcomes of untreated mental health conditions (e.g., suicide, school failure, and out of home placement.)

FCSS, in partnership with DBH, shall collect relevant person identified-level data. If requested, FCSS, in partnership with DBH, shall provide MHSOAC with access to all relevant person-identified level data collected and maintained by FCSS and/or DBH.

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

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

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

Examples of indicators include: Persons receives or maintains a job with or without benefits, or receive supports needed to live in the community, increased function, activities, or participation, and improvement of health, employment/earnings, or plan of care goal attainment.

Reduction in disciplinary interactions. Indicators - referrals, suspensions. Achievement of treatment goals. Data sources: attendance, disciplinary data, GPA, PSC-35.

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

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

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

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

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

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

XIV. Data Collection

FCSS’s data collection and evaluation methods may include, but are not limited to, staff, participant, and family interviews and/or case file reviews.

FCSS shall also conduct consumer satisfaction surveys to see if there is a strong correlation of the efficacy of the evidence-based program with specific ethnicities and languages as well as to identify gaps in meeting cultural needs of clients/families, if any.

FCSS shall ensure all program clients/families participate in the semi-annual State Consumer Perception Survey (“CPS”). CPSs will be distributed to all clients/families to fill out and return to FCSS.

FCSS shall collect data regarding the ethnicity and language of each client/family receiving services as well as following-up with culturally diverse clients/families for suggestions on how to improve the programs and how to help make the programs more culturally relevant.

XV. Performance Goals

FCSS’s performance shall be evaluated jointly by DBH and FCSS utilizing the following performance outcomes below:

<u>Effectiveness</u>	
<u>Goal/Objective 1:</u>	Create a healthy environment in which youth in Fresno County can live and learn through increased awareness, reduced stigma, and increased supports for mental illness.
<u>Outcome 1:</u>	Prevention and early intervention efforts reduce the risk of mental illness being ignored and/or untreated until it becomes severe and disabling, sparks suicide or attempted suicide, results in school failure or dropout, and/or leads to incarceration.

<u>Measure 1:</u>	Pre-Post assessment following training on awareness, stigma reduction, knowledge and identification of early warning signs and supports for mental illness.
<u>Goal/Objective 2:</u>	Create a toolkit to guide emerging partnerships on how to create successful collaborations so that school based and mental health services can be integrated and replicated across the state of California.
<u>Outcome 2:</u>	Design a toolkit by collecting and synthesizing components used to establish partnership between DBH and FCSS.
<u>Measure 2:</u>	Create “Bridging Education and Mental Health: A Toolkit Integrating School Based Services in California” and promote to counties using appropriate communication channels including All4Youth Website and MHSOAC Website.
<u>Efficiency</u>	
<u>Goal/Objective:</u>	Reduce stigma around mental illness by increasing awareness in the following populations: youth, families, community members, school teachers and staff, primary care health care providers, employers helping them understand early warning signs of mental illness, how to refer children and youth to Wellness Centers for services, and available resources and supports.
<u>Outcome:</u>	Youth, families, community members, school teachers and staff, primary care health care providers, employers, and others receive training on early warning signs of mental illness, how to refer children and youth for services and available resources and supports.
<u>Measure:</u>	Number of Trainings provided at Wellness Centers and demographics of those trained (youth, families, community members, school teachers and staff, primary care health care providers, employers).
<u>Access</u>	
<u>Goal/Objective:</u>	Expand accessible mental health services for youth and families by establishing four Wellness Centers in targeted high- risk locations throughout Fresno County.

<u>Outcome:</u>	Identify high-need Wellness Center locations. One new Wellness Center is adapted in year one and three new Wellness Centers are constructed during the second year of the grant period. Wellness Centers are located on or adjacent to school campuses.
<u>Measure:</u>	One Wellness Center developed and operational in year one. Three new Wellness Centers are constructed during the second year of grant period.
<u>Satisfaction</u>	
<u>Goal/Objective:</u>	School, community and families will have an overall satisfaction with Wellness Center experience.
<u>Outcome:</u>	School staff, community members and families will report satisfaction with Wellness Center accessibility, finding the Family Partners culturally and linguistically responsive, and information shared helpful.
<u>Measure:</u>	Wellness Center Satisfaction Survey

XVI. Reporting

FCSS, in partnership with DBH, shall provide information to MHSOAC on a quarterly basis and within 30 days after the end of each reporting period. FCSS understands that MHSOAC may modify the reporting date to better fit in with FCSS's and/or DBH's normal month-end financial cycle. FCSS, in partnership with DBH, shall submit the following reports to MHSOAC:

1. Hiring Report, which shall include the following:
 - a. List each type of personnel hired by FCSS and/or hired as a contractor related to the MHSSA RFA. Identify which staff are FCSS staff and which are contractors.
 - b. List personnel at service locations/points of access. Access point location and addresses must be identified. If an address is not possible, clearly identify the area in which access point(s) will be.
2. Evaluation Data
FCSS, in partnership with DBH, shall provide MHSOAC with data based on specifications and timelines defined by the MHSOAC.
3. Expenditure Information
FCSS, in partnership with DBH, shall provide MHSOAC all expenditure information in the Annual Fiscal Report within 30 days of the end of the grant year.

Additional reports/outcomes may also be requested and provided as agreed upon by DBH and FCSS and may at the request of the MHSOAC, based on among other things, identification of client/family specific needs as well as State required/outcomes as needed.

XVII. Program Communication

FCSS shall increase awareness of and access and linkage to mental health services for youth and their families and provide related information on the All 4 Youth Partnership website(s).



Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

Section: Administration

Effective Date: 05/30/2017

Revised Date: 05/30/2017

Policy Title: Performance Outcome Measures

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

POLICY:

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

PURPOSE:

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

REFERENCE:

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

DHCS Service, Administrative and Operational Requirements

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

Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

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

MISSION STATEMENT

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

Template Review Date 3/28/16



Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

PROCEDURE:

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



Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

FRESNO COUNTY MENTAL HEALTH PLAN

OUTCOMES REPORT- Attachment A

PROGRAM INFORMATION:

Program Title: [Click here to enter text.](#)
Program Description: [Click here to enter text.](#)

Provider: [Click here to enter text.](#)
MHP Work Plan: [Choose an item.](#)
[Choose an item.](#)
[Choose an item.](#)

Age Group Served 1: ADULT
Age Group Served 2: [Choose an item.](#)
Funding Source 1: [Choose an item.](#)
Funding Source 2: [Choose an item.](#)

Dates Of Operation: [Click here to enter text.](#)
Reporting Period: [Choose an item.](#)
Funding Source 3: [Choose an item.](#)
Other Funding: [Click here to enter text.](#)

FISCAL INFORMATION:

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

Program Actual Amount: 0

CONTRACT INFORMATION:

Program Type:
Contract Term: [Click here to enter text.](#)

Type of Program:
For Other: [Click here to enter text.](#)
Renewal Date: [Click here to enter text.](#)

Level of Care Information Age 18 & Over: [Choose an item.](#)

Level of Care Information Age 0- 17: [Choose an item.](#)

TARGET POPULATION INFORMATION:

Target Population: [Click here to enter text.](#)

FRESNO COUNTY MENTAL HEALTH PLAN

OUTCOMES REPORT- Attachment A

CORE CONCEPTS:

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

Please select core concepts embedded in services/ program:

(May select more than one)

Choose an item.

Choose an item.

Choose an item.

Choose an item.

Please describe how the selected concept (s) embedded :

Click here to enter text.

PROGRAM OUTCOME & GOALS

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

Click here to enter text.

DEPARTMENT RECOMMENDATION(S):

Click here to enter text.

FRESNO COUNTY MENTAL HEALTH PLAN

Outcomes Analysis

Attachment C

Name of Program:

[Click here to enter text.](#)

What is the Program/Contract Goals?

[Click here to enter text.](#)

Program Type: _____

Type of Program: [Other, please specify below](#)

Other: [Click here to enter text.](#)

CLINICAL INFORMATION:

Does the Program Utilize Any of the Following? *(May select more than one)*

[Evidence Informed Practice](#)

[Best Practice](#)

[Evidence Based Practice](#)

Other: [Click here to enter text.](#)

Please Describe: [Click here to enter text.](#)

OUTCOMES

What Outcome Measures Are Being Used? [Click here to enter text.](#)

What Outcome Measures/Functional Variables Could Be Added to Better Explain the Program's Effectiveness? [Click here to enter text.](#)

Describe the Program's *analysis* (i.e. have the program/contract goals been met? Number served, waiting list, wait times, budget to volume, etc.): [Click here to enter text.](#)

What Barriers Prevent the Program from Achieving Better Outcomes? [Click here to enter text.](#)

What Changes to the Program Would You Recommend to Improve the outcomes ? [Click here to enter text.](#)

For Committee Use Only:

Recommendations: *do include a conclusion and a to-do list with action items*

[Click here to enter text.](#)

**Behavioral Health MHSSA Contract - 19MHSSOACO52
Fresno County Superintendent of Schools
2020-21**

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Family Partner	4.00		\$ 140,442	\$ 140,442
1102			-	-	-
1103			-	-	-
1104			-	-	-
1105			-	-	-
1106			-	-	-
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
Personnel Salaries Subtotal		4.00	\$ -	\$ 140,442	\$ 140,442
Employee Benefits					
Acct #	Description		Admin	Direct	Total
1201	Retirement		\$ -	\$ 48,705	\$ 48,705
1202	Worker's Compensation		-	4,775	4,775
1203	Health Insurance		-	42,020	42,020
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Employee Benefits Subtotal:			\$ -	\$ 95,500	\$ 95,500
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		-	11,123	11,123
1303	SUI		-	112	112
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 11,235	\$ 11,235
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ -	\$ 247,177	\$ 247,177

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

3000: OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ -
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	6,200
3004	Advertising	13,152
3005	Staff Development & Training	6,200
3006	Staff Mileage	18,000
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Professional Services	8,000
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
OPERATING EXPENSES TOTAL:		\$ 51,552

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

5000: SPECIAL EXPENSES		
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Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	164,872
5004	Translation Services	-
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
SPECIAL EXPENSES TOTAL:		\$ 164,872

6000: ADMINISTRATIVE EXPENSES		
Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 61,672
6002	Professional Liability Insurance	176
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Other (specify)	-
6009	Other (specify)	-
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ 61,848

7000: FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 8,000
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	10,000
7004	Leasehold/Tenant/Building Improvements	150,000
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Building Architect Fees (Phase 1 Construction)	168,396
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 336,396

TOTAL PROGRAM EXPENSES		\$ 861,845
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PROGRAM FUNDING SOURCES

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

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

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

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

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	MHSSA Contract	861,845
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 861,845

TOTAL PROGRAM FUNDING SOURCES: \$ 861,845

NET PROGRAM COST: \$ -

**Behavioral Health MHSSA Contract - 19MHSOAC052
Fresno County Superintendent of Schools
2020-21 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS		247,177	
Employee Salaries		140,442	
1101	Family Partner	140,442	These amounts reffect staff that are needed to perform the duties of specialty mental health services and related activities. The All 4 Youth Partnership will hire twelve Full-Time equivalent (FTE) for each Family Partners over the course of the grant cycle. These positions will be gradually incorporated based on growing client and community needs. A total of four full-time equivalent (FTE) will be hired in year one of the the grant cycle.
1102	0	-	
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
1116	0	-	
1117	0	-	
1118	0	-	
1119	0	-	
1120	0	-	
Employee Benefits		95,500	
1201	Retirement	48,705	Employee Benefits will be paid in a like manner as other employees of FCSS
1202	Worker's Compensation	4,775	
1203	Health Insurance	42,020	
1204	Other (specify)	-	
1205	Other (specify)	-	
1206	Other (specify)	-	
Payroll Taxes & Expenses:		11,235	
1301	OASDI	-	Payroll Taxes will be paid in a like manner as other employees of FCSS
1302	FICA/MEDICARE	11,123	
1303	SUI	112	
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	
2000: CLIENT SUPPORT		-	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (specify)	-	
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	
3000: OPERATING EXPENSES		51,552	
3001	Telecommunications	-	
3002	Printing/Postage	-	

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
3003	Office, Household & Program Supplies	6,200	Reflects cost for office supplies, programming materials and other items essential for job functions, such as paper, scissors, tape, hole-punch, pens, wastebaskets, envelopes, paper clips, gloves, first aid supplies, kleenex etc.	
3004	Advertising	13,152	Includes expenses for creating, planning, and handling advertising and other forms of promotion and marketing for the program.	
3005	Staff Development & Training	6,200	Reflect cost for Training and Development cohorts provided by Crestwood Behavioral Health.	
3006	Staff Mileage	18,000	Cost of staff mileage reimbursement per year for traveling to schools, Hubs, parent homes or in the community in order to provide services.	
3007	Subscriptions & Memberships	-		
3008	Vehicle Maintenance	-		
3009	Professional Services	8,000	This includes intangible technology costs for employees such as copier use, internet, and cell phone reimbursement.	
3010	Other (specify)	-		
3011	Other (specify)	-		
3012	Other (specify)	-		

4000: FACILITIES & EQUIPMENT				
4001	Building Maintenance	-		
4002	Rent/Lease Building	-		
4003	Rent/Lease Equipment	-		
4004	Rent/Lease Vehicles	-		
4005	Security	-		
4006	Utilities	-		
4007	0	-		
4008	0	-		
4009	Other (specify)	-		
4010	Other (specify)	-		

5000: SPECIAL EXPENSES				
		164,872		
5001	Consultant (Network & Data Management)	-		
5002	HMIS (Health Management Information System)	-		
5003	Contractual/Consulting Services (Specify)	164,872	Cost for contracting a marketing/design firm to package the toolkit in electronic format, and printing copies of toolkit for distribution. (The additional funds from the Salary and Benefit offset was added to provide necessary contracted services to be determined by management.)	
5004	Translation Services	-		
5005	Other (specify)	-		
5006	Other (specify)	-		
5007	Other (specify)	-		
5008	Other (specify)	-		

6000: ADMINISTRATIVE EXPENSES				
		61,848		
6001	Administrative Overhead	61,672	Cost of general management that consist of expenditures for administrative activities necessary for the general operation of FCSS. The indirect cost rate is based on the CDE's federally approved indirect cost plan for K-12 LEA and county offices of education.	
6002	Professional Liability Insurance	176	Expense will be paid in the manner as other employees of FCSS, line is recorded by FCSS as an operating expense.	
6003	Accounting/Bookkeeping	-		
6004	External Audit	-		
6005	Insurance (Specify):	-		
6006	Payroll Services	-		
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-		
6008	Other (specify)	-		
6009	Other (specify)	-		
6010	Other (specify)	-		
6011	Other (specify)	-		
6012	Other (specify)	-		

7000: FIXED ASSETS				
		336,396		
7001	Computer Equipment & Software	8,000	Reflect cost of Laptops for each new Family Partner	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-		
7003	Furniture & Fixtures	10,000	This reflect the cost of purchasing desks, couches, both stationary and portable tables, chairs, bookcases, file cabinets and other usual and customary office equipment	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
7004	Leasehold/Tenant/Building Improvements	150,000	This reflect the cost of renovations of existing building owned by FCSS to serve as one of the four Wellness Centers. The cost will be used for both hard and soft construction cost.
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Building Architect Fees (Phase 1 Construction)	168,396	This reflect the cost of phase 1 of construction during first year for the 3 modular Wellness Centers. Cost will include Architect services, State and Local Agency(DSA, CA Geo Survey, CDE, etc) fess and all cost associated with bidding for project.
7008	Other (specify)	-	

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

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 861,845

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 861,845

BUDGET CHECK: -

**Behavioral Health MHSSA Contract - 19MHSSOACO52
Fresno County Superintendent of Schools
2021-22**

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Family Partner	8.00		\$ 280,883	\$ 280,883
1102			-	-	-
1103			-	-	-
1104			-	-	-
1105			-	-	-
1106			-	-	-
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
Personnel Salaries Subtotal		8.00	\$ -	\$ 280,883	\$ 280,883
Employee Benefits					
Acct #	Description		Admin	Direct	Total
1201	Retirement		\$ -	\$ 97,410	\$ 97,410
1202	Worker's Compensation		-	9,550	9,550
1203	Health Insurance		-	84,040	84,040
1204	Other (Specify)		-	-	-
1205	Other (Specify)		-	-	-
1206	Other (Specify)		-	-	-
Employee Benefits Subtotal:			\$ -	\$ 191,000	\$ 191,000
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		-	22,246	22,246
1303	SUI		-	225	225
1304	Other (Specify)		-	-	-
1305	Other (Specify)		-	-	-
1306	Other (Specify)		-	-	-
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 22,471	\$ 22,471
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ -	\$ 494,354	\$ 494,354

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

3000: OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ -
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	17,200
3004	Advertising	10,378
3005	Staff Development & Training	6,200
3006	Staff Mileage	36,000
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Professional Services	11,000
3010	Other (Specify)	-
3011	Other (Specify)	-
3012	Other (Specify)	-
OPERATING EXPENSES TOTAL:		\$ 80,778

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

5000: SPECIAL EXPENSES		
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Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	109,256
5004	Translation Services	-
5005	Other (Specify)	-
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
SPECIAL EXPENSES TOTAL:		\$ 109,256

6000: ADMINISTRATIVE EXPENSES		
Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 92,522
6002	Professional Liability Insurance	381
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ 92,903

7000: FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 8,000
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	30,000
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Building Construction _ New Construction	1,936,554
7008	Other (Specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 1,974,554

TOTAL PROGRAM EXPENSES		\$ 2,751,845
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PROGRAM FUNDING SOURCES

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

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

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

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

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	MHSSA CONTRACT	2,751,845
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 2,751,845

TOTAL PROGRAM FUNDING SOURCES:	\$ 2,751,845
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NET PROGRAM COST:	\$ -
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**Behavioral Health MHSSA Contract - 19MHSOACO52
Fresno County Superintendent of Schools
2021-22 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS		494,354	
Employee Salaries		280,883	
1101	Family Partner	280,883	These amounts reflect staff that are needed to perform the duties of specialty mental health services and related activities. The All 4 Youth Partnership will hire twelve Full-Time equivalent (FTE) for each Family Partners over the course of the grant cycle. These positions will be gradually incorporated based on growing client and community needs. A total of four additional full-time equivalent (FTE) will be hired in year two of the the grant cycle.
1102	0	-	
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
1116	0	-	
1117	0	-	
1118	0	-	
1119	0	-	
1120	0	-	
Employee Benefits		191,000	
1201	Retirement	97,410	Employee Benefits will be paid in a like manner as other employees of FCSS
1202	Worker's Compensation	9,550	
1203	Health Insurance	84,040	
1204	Other (Specify)	-	
1205	Other (Specify)	-	
1206	Other (Specify)	-	
Payroll Taxes & Expenses:		22,471	
1301	OASDI	-	Payroll Taxes will be paid in a like manner as other employees of FCSS
1302	FICA/MEDICARE	22,246	
1303	SUI	225	
1304	Other (Specify)	-	
1305	Other (Specify)	-	
1306	Other (Specify)	-	
2000: CLIENT SUPPORT		-	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (Specify)	-	
2012	Other (Specify)	-	
2013	Other (Specify)	-	
2014	Other (Specify)	-	
2015	Other (Specify)	-	
2016	Other (Specify)	-	

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
3000: OPERATING EXPENSES		80,778		
3001	Telecommunications	-		
3002	Printing/Postage	-		
3003	Office, Household & Program Supplies	17,200	Reflects cost for office supplies, programming materials and other items essential for job functions, such as paper, scissors, tape, hole-punch, pens, wastebaskets, envelopes, paper clips, gloves, first aid supplies, kleenex etc.	
3004	Advertising	10,378	Includes expenses for creating, planning, and handling advertising and other forms of promotion and marketing for the program.	
3005	Staff Development & Training	6,200	Reflect cost for Training and Development cohorts provided by Crestwood Behavioral Health.	
3006	Staff Mileage	36,000	Cost of staff mileage reimbursement per year for traveling to schools, Hubs, parent homes or in the community in order to provide services.	
3007	Subscriptions & Memberships	-		
3008	Vehicle Maintenance	-		
3009	Professional Services	11,000	This includes intangible technology costs for employees such as copier use, internet, and cell phone reimbursement.	
3010	Other (Specify)	-		
3011	Other (Specify)	-		
3012	Other (Specify)	-		
4000: FACILITIES & EQUIPMENT		-		
4001	Building Maintenance	-		
4002	Rent/Lease Building	-		
4003	Rent/Lease Equipment	-		
4004	Rent/Lease Vehicles	-		
4005	Security	-		
4006	Utilities	-		
4007	Other (Specify)	-		
4008	Other (Specify)	-		
4009	Other (Specify)	-		
4010	Other (Specify)	-		
5000: SPECIAL EXPENSES		109,256		
5001	Consultant (Network & Data Management)	-		
5002	HMIS (Health Management Information System)	-		
5003	Contractual/Consulting Services (Specify)	109,256	The additional funds from the Salary and Benefits offset was added to line to provide necessary contracted services to be determined by management.	
5004	Translation Services	-		
5005	Other (Specify)	-		
5006	Other (Specify)	-		
5007	Other (Specify)	-		
5008	Other (Specify)	-		
6000: ADMINISTRATIVE EXPENSES		92,903		
6001	Administrative Overhead	92,522	Cost of general management that consist of expenditures for administrative activities necessary for the general operation of FCSS. The indirect cost rate is based on the CDE's federally approved indirect cost plan for K-12 LEA and county offices of education.	
6002	Professional Liability Insurance	381	Expense will be paid in the manner as other employees of FCSS, line is recorded by FCSS as an operating expense.	
6003	Accounting/Bookkeeping	-		
6004	External Audit	-		
6005	Insurance (Specify):	-		
6006	Payroll Services	-		
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-		
6008	Other (Specify)	-		
6009	Other (Specify)	-		
6010	Other (Specify)	-		
6011	Other (Specify)	-		
6012	Other (Specify)	-		
7000: FIXED ASSETS		1,974,554		

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
7001	Computer Equipment & Software	8,000	Reflect cost of Laptops for each new Family Partner
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-	
7003	Furniture & Fixtures	30,000	This reflect the cost of purchasing desks, couches, both stationary and portable tables, chairs, bookcases, file cabinets and other usual and customary office equipment
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Building Construction _ New Construction	1,936,554	This reflect the cost of phase 2 of construction during 2nd year for the 3 modular Wellness Centers. Cost will include remaining Architect services, State and Local Agency(DSA, CA Geo Survey, CDE, etc) fess and all cost over course of construction; purchase of Modulars and Contractors cost.
7008	Other (Specify)	-	

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

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	2,751,845
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	2,751,845
BUDGET CHECK:	-

**Behavioral Health MHSSA Contract - 19MHSSOACO52
Fresno County Superintendent of Schools
2022-23**

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Family Partner	12.00	\$ -	\$ 421,325	\$ 421,325
1102			-	-	-
1103			-	-	-
1104			-	-	-
1105			-	-	-
1106			-	-	-
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
Personnel Salaries Subtotal		12.00	\$ -	\$ 421,325	\$ 421,325
Employee Benefits					
Acct #	Description		Admin	Direct	Total
1201	Retirement		\$ -	\$ 146,115	\$ 146,115
1202	Worker's Compensation		-	14,325	14,325
1203	Health Insurance		-	126,060	126,060
1204	Other (Specify)		-	-	-
1205	Other (Specify)		-	-	-
1206	Other (Specify)		-	-	-
Employee Benefits Subtotal:			\$ -	\$ 286,500	\$ 286,500
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		-	33,369	33,369
1303	SUI		-	337	337
1304	Other (Specify)		-	-	-
1305	Other (Specify)		-	-	-
1306	Other (Specify)		-	-	-
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 33,706	\$ 33,706
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ -	\$ 741,531	\$ 741,531

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

3000: OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ -
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	3,200
3004	Advertising	-
3005	Staff Development & Training	6,200
3006	Staff Mileage	54,000
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Professional Services	14,000
3010	Other (Specify)	-
3011	Other (Specify)	-
3012	Other (Specify)	-
OPERATING EXPENSES TOTAL:		\$ 77,400

4000: FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 5,760
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (Specify)	-
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
FACILITIES/EQUIPMENT TOTAL:		\$ 5,760

5000: SPECIAL EXPENSES		
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Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	208,368
5004	Translation Services	-
5005	Other (Specify)	-
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
SPECIAL EXPENSES TOTAL:		\$ 208,368

6000: ADMINISTRATIVE EXPENSES		
Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 133,341
6002	Professional Liability Insurance	582
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ 133,923

7000: FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 8,000
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (Specify)	-
7008	Other (Specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 8,000

TOTAL PROGRAM EXPENSES		\$ 1,174,982
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PROGRAM FUNDING SOURCES

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

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

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

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

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	MHSSA Contract	1,174,982
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 1,174,982

TOTAL PROGRAM FUNDING SOURCES: \$ 1,174,982

NET PROGRAM COST: \$ -

**Behavioral Health MHSSA Contract - 19MHSOACO52
Fresno County Superintendent of Schools
2022-23 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS		741,531	
Employee Salaries		421,325	
1101	Family Partner	421,325	These amounts reflect staff that are needed to perform the duties of specialty mental health services and related activities. The All 4 Youth Partnership will hire twelve Full-Time equivalent (FTE) for each Family Partners over the course of the grant cycle. These positions will be gradually incorporated based on growing client and community needs. A total of four additional full-time equivalent (FTE) will be hired in year three of the the grant cycle.
1102	0	-	
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
1116	0	-	
1117	0	-	
1118	0	-	
1119	0	-	
1120	0	-	
Employee Benefits		286,500	
1201	Retirement	146,115	Employee Benefits will be paid in a like manner as other employees of FCSS
1202	Worker's Compensation	14,325	
1203	Health Insurance	126,060	
1204	Other (Specify)	-	
1205	Other (Specify)	-	
1206	Other (Specify)	-	
Payroll Taxes & Expenses:		33,706	
1301	OASDI	-	Payroll Taxes will be paid in a like manner as other employees of FCSS
1302	FICA/MEDICARE	33,369	
1303	SUI	337	
1304	Other (Specify)	-	
1305	Other (Specify)	-	
1306	Other (Specify)	-	
2000: CLIENT SUPPORT		-	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (Specify)	-	
2012	Other (Specify)	-	
2013	Other (Specify)	-	
2014	Other (Specify)	-	
2015	Other (Specify)	-	
2016	Other (Specify)	-	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
3000: OPERATING EXPENSES		77,400	
3001	Telecommunications	-	
3002	Printing/Postage	-	
3003	Office, Household & Program Supplies	3,200	Reflects cost for office supplies, programming materials and other items essential for job functions, such as paper, scissors, tape, hole-punch, pens, wastebaskets, envelopes, paper clips, gloves, first aid supplies, kleenex etc.
3004	Advertising	-	
3005	Staff Development & Training	6,200	Reflect cost for Training and Development cohorts provided by Crestwood Behavioral Health.
3006	Staff Mileage	54,000	Cost of staff mileage reimbursement per year for traveling to schools, Hubs, parent homes or in the community in order to provide services.
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	-	
3009	Professional Services	14,000	This includes intangible technology costs for employees such as copier use, internet, and cell phone reimbursement.
3010	Other (Specify)	-	
3011	Other (Specify)	-	
3012	Other (Specify)	-	
4000: FACILITIES & EQUIPMENT		5,760	
4001	Building Maintenance	5,760	This includes building maintenance, security, and janitorial services and damages to any of the building if caused by a client.
4002	Rent/Lease Building	-	
4003	Rent/Lease Equipment	-	
4004	Rent/Lease Vehicles	-	
4005	Security	-	
4006	Utilities	-	
4007	Other (Specify)	-	
4008	Other (Specify)	-	
4009	Other (Specify)	-	
4010	Other (Specify)	-	
5000: SPECIAL EXPENSES		208,368	
5001	Consultant (Network & Data Management)	-	
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	208,368	The additional funds from the Salary and Benefits offset was added to line to provide necessary contracted services to be determined by management.
5004	Translation Services	-	
5005	Other (Specify)	-	
5006	Other (Specify)	-	
5007	Other (Specify)	-	
5008	Other (Specify)	-	
6000: ADMINISTRATIVE EXPENSES		133,923	
6001	Administrative Overhead	133,341	Cost of general management that consist of expenditures for administrative activities necessary for the general operation of FCSS. The indirect cost rate is based on the CDE's federally approved indirect cost plan for K-12 LEA and county offices of education.
6002	Professional Liability Insurance	582	Expense will be paid in the manner as other employees of FCSS, line is recorded by FCSS as an operating expense.
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-	
6008	Other (Specify)	-	
6009	Other (Specify)	-	
6010	Other (Specify)	-	
6011	Other (Specify)	-	
6012	Other (Specify)	-	
7000: FIXED ASSETS		8,000	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
7001	Computer Equipment & Software	8,000	Reflect cost of Laptops for each new Family Partner
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-	
7003	Furniture & Fixtures	-	
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (Specify)	-	
7008	Other (Specify)	-	

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

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	1,174,982
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	1,174,982
BUDGET CHECK:	-

**Behavioral Health MHSSA Contract - 19MHSSOACO52
Fresno County Superintendent of Schools
2023-24**

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Family Partner	12.00	\$ -	\$ 421,325	\$ 421,325
1102			-	-	-
1103			-	-	-
1104			-	-	-
1105			-	-	-
1106			-	-	-
1107			-	-	-
1108			-	-	-
1109			-	-	-
1110			-	-	-
1111			-	-	-
1112			-	-	-
1113			-	-	-
1114			-	-	-
1115			-	-	-
1116			-	-	-
1117			-	-	-
1118			-	-	-
1119			-	-	-
1120			-	-	-
Personnel Salaries Subtotal		12.00	\$ -	\$ 421,325	\$ 421,325
Employee Benefits					
Acct #	Description		Admin	Direct	Total
1201	Retirement		\$ -	\$ 146,115	\$ 146,115
1202	Worker's Compensation		-	14,325	14,325
1203	Health Insurance		-	126,060	126,060
1204	Other (Specify)		-	-	-
1205	Other (Specify)		-	-	-
1206	Other (Specify)		-	-	-
Employee Benefits Subtotal:			\$ -	\$ 286,500	\$ 286,500
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		-	33,369	33,369
1303	SUI		-	337	337
1304	Other (Specify)		-	-	-
1305	Other (Specify)		-	-	-
1306	Other (Specify)		-	-	-
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 33,706	\$ 33,706
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ -	\$ 741,531	\$ 741,531

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

3000: OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ -
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	3,000
3004	Advertising	-
3005	Staff Development & Training	3,200
3006	Staff Mileage	54,000
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Professional Services	14,000
3010	Other (Specify)	-
3011	Other (Specify)	-
3012	Other (Specify)	-
OPERATING EXPENSES TOTAL:		\$ 74,200

4000: FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 5,760
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (Specify)	-
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
FACILITIES/EQUIPMENT TOTAL:		\$ 5,760

5000: SPECIAL EXPENSES		
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Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	251,764
5004	Translation Services	-
5005	Other (Specify)	-
5006	Other (Specify)	-
5007	Other (Specify)	-
5008	Other (Specify)	-
SPECIAL EXPENSES TOTAL:		\$ 251,764

6000: ADMINISTRATIVE EXPENSES		
Acct #	Line Item Description	Amount
6001	Administrative Overhead	\$ 137,465
6002	Professional Liability Insurance	608
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
ADMINISTRATIVE EXPENSES TOTAL		\$ 138,073

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

TOTAL PROGRAM EXPENSES		\$ 1,211,328
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PROGRAM FUNDING SOURCES

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

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

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

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

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	MHSSA Contract	1,211,328
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 1,211,328

TOTAL PROGRAM FUNDING SOURCES: \$ 1,211,328

NET PROGRAM COST: \$ -

**Behavioral Health MHSSA Contract - 19MHSOACO52
Fresno County Superintendent of Schools
2023-24 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS		741,531	
Employee Salaries		421,325	
1101	Family Partner	421,325	These amounts reflect staff that are needed to perform the duties of specialty mental health services and related activities. The All 4 Youth Partnership will hire twelve Full-Time equivalent (FTE) for each Family Partners over the course of the grant cycle.
1102	0	-	
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
1116	0	-	
1117	0	-	
1118	0	-	
1119	0	-	
1120	0	-	
Employee Benefits		286,500	
1201	Retirement	146,115	Employee Benefits will be paid in a like manner as other employees of FCSS
1202	Worker's Compensation	14,325	
1203	Health Insurance	126,060	
1204	Other (Specify)	-	
1205	Other (Specify)	-	
1206	Other (Specify)	-	
Payroll Taxes & Expenses:		33,706	
1301	OASDI	-	Payroll Taxes will be paid in a like manner as other employees of FCSS
1302	FICA/MEDICARE	33,369	
1303	SUI	337	
1304	Other (Specify)	-	
1305	Other (Specify)	-	
1306	Other (Specify)	-	
2000: CLIENT SUPPORT		-	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (Specify)	-	
2012	Other (Specify)	-	
2013	Other (Specify)	-	
2014	Other (Specify)	-	
2015	Other (Specify)	-	
2016	Other (Specify)	-	
3000: OPERATING EXPENSES		74,200	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
3001	Telecommunications	-	
3002	Printing/Postage	-	
3003	Office, Household & Program Supplies	3,000	Reflects cost for office supplies, programming materials and other items essential for job functions, such as paper, scissors, tape, hole-punch, pens, wastebaskets, envelopes, paper clips, gloves, first aid supplies, kleenex etc.
3004	Advertising	-	
3005	Staff Development & Training	3,200	Reflect cost for Training and Development cohorts provided by Crestwood Behavioral Health.
3006	Staff Mileage	54,000	Cost of staff mileage reimbursement per year for traveling to schools, Hubs, parent homes or in the community in order to provide services.
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	-	
3009	Professional Services	14,000	This includes intangible technology costs for employees such as copier use, internet, and cell phone reimbursement.
3010	Other (Specify)	-	
3011	Other (Specify)	-	
3012	Other (Specify)	-	

4000: FACILITIES & EQUIPMENT		5,760	
4001	Building Maintenance	5,760	This includes building maintenance, security, and janitorial services and damages to any of the building if caused by a client.
4002	Rent/Lease Building	-	
4003	Rent/Lease Equipment	-	
4004	Rent/Lease Vehicles	-	
4005	Security	-	
4006	Utilities	-	
4007	Other (Specify)	-	
4008	Other (Specify)	-	
4009	Other (Specify)	-	
4010	Other (Specify)	-	

5000: SPECIAL EXPENSES		251,764	
5001	Consultant (Network & Data Management)	-	
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	251,764	The additional funds from the Salary and Benefits offset was added to line to provide necessary contracted services to be determined by management.
5004	Translation Services	-	
5005	Other (Specify)	-	
5006	Other (Specify)	-	
5007	Other (Specify)	-	
5008	Other (Specify)	-	

6000: ADMINISTRATIVE EXPENSES		138,073	
6001	Administrative Overhead	137,465	Cost of general management that consist of expenditures for administrative activities necessary for the general operation of FCSS. The indirect cost rate is based on the CDE's federally approved indirect cost plan for K-12 LEA and county offices of education.
6002	Professional Liability Insurance	608	Expense will be paid in the manner as other employees of FCSS, line is recorded by FCSS as an operating expense.
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-	
6008	Other (Specify)	-	
6009	Other (Specify)	-	
6010	Other (Specify)	-	
6011	Other (Specify)	-	
6012	Other (Specify)	-	

7000: FIXED ASSETS		-	
7001	Computer Equipment & Software	-	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-	
7003	Furniture & Fixtures	-	
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (Specify)	-	
7008	Other (Specify)	-	

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

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 1,211,328

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 1,211,328

BUDGET CHECK: -

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

ELECTRONIC HEALTH RECORD SOFTWARE CHARGES

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

Description	FY 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: ___/___/___

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

5. **PATIENTS' RIGHTS**

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

STATE CONTRACTOR CERTIFICATION CLAUSES

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

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and

CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

5. EXPATRIATE CORPORATIONS: CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

- a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as

the proposed contract within the twelve (12) month period prior to his or her leaving state service.

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

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

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.
9. INSPECTION and Audit of Records and access to Facilities.

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

Federal database checks.

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

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

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

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



INCIDENT REVIEWER ROLE – User Guide

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

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

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

As an Incident Reviewer, the responsibility is to:

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

Below is the link to report incidents

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

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

Incident Report

Please complete this form

Client Information

Name of Facility*

Text (500 characters)

Name of Reporting Party*

Text (500 characters)

Facility Address*

Text (5000 characters)

Facility Phone Number*

Text (500 characters)

Mental Health or Substance Use Disorder Program?*

Select an option

Client First Name*

Text (500 characters)

Client Last Name*

Text (500 characters)

From Job

Client Date of Birth*

Text (MM/DD/YYYY)

Client Address

Text (5000 characters)

Client ID

Text (5000 characters)

Gender*

Select an option

County of Origin*

Select an option

Summary

Subject ID

Text (5000 characters)

Incident (check all that apply)*

Select an option

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):

Text (5000 characters)

Description of the Incident*

Text (5000 characters)

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/?t=0&p=1&k=182be0c5cdcd5072bb1b64cdee4d3d6e

Date of Incident*
mm/dd/yyyy

Time of Incident*
hh:mm

Location of Incident*
/

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

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

Attach any additional details
Add File or Drop File Here

Reported By Name*
/

Reported By Email*
/

Reported On
10/30/2019

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

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

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

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

When done entering all the information, simply click submit.

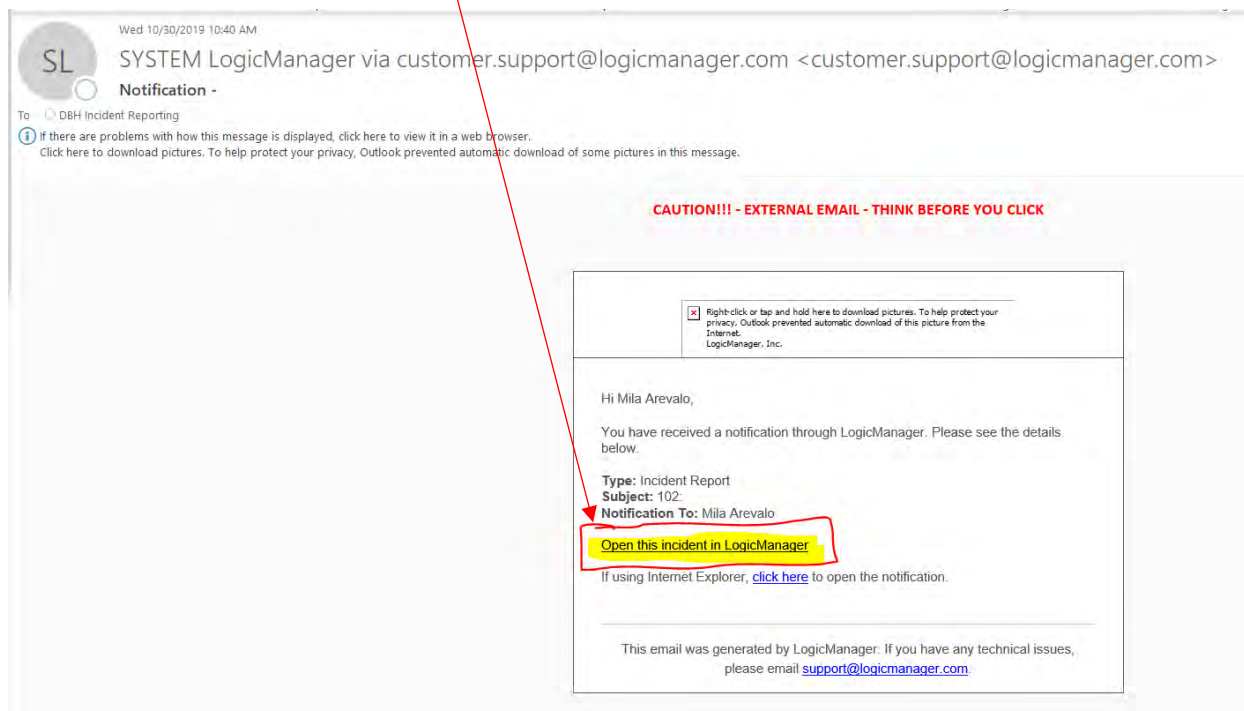
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

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

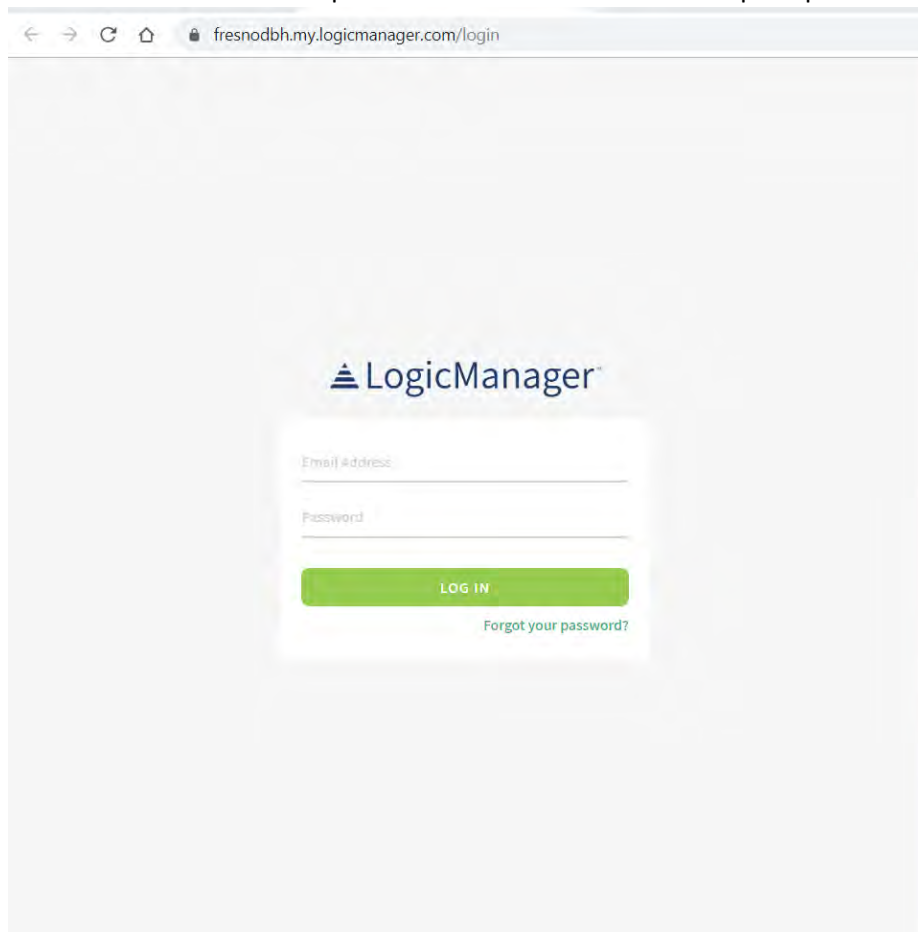
A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.

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

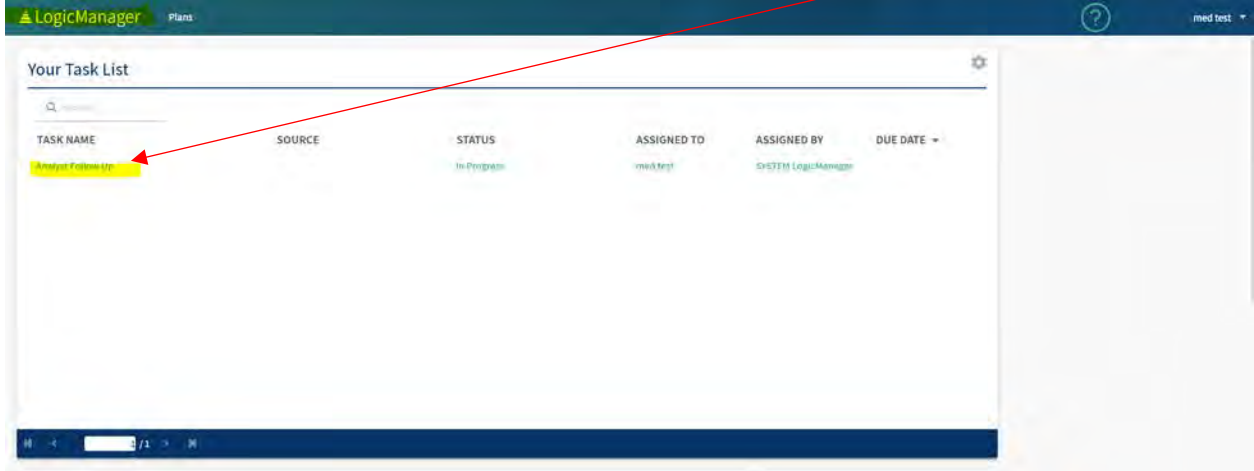
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on "Open this incident in Logic Manager" and the Logic Manager login screen will show.



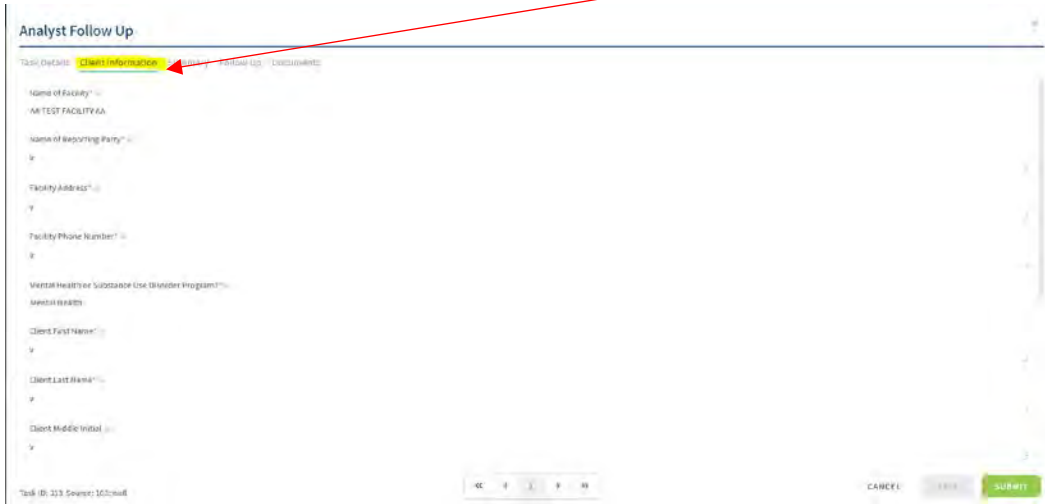
Enter in email address and password. First time users will be prompted to set up a password.



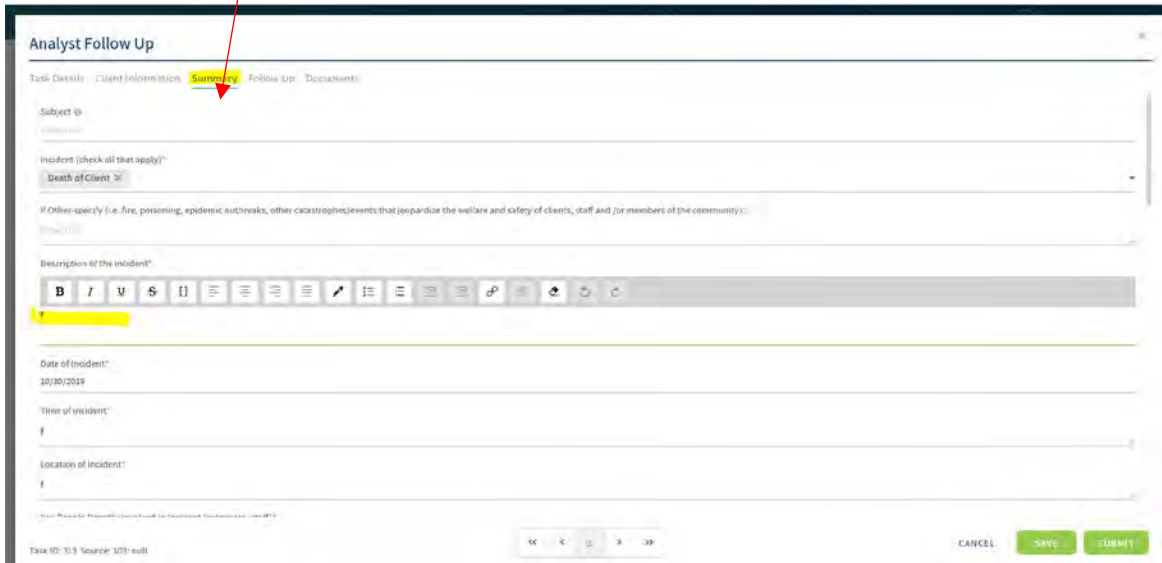
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



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.



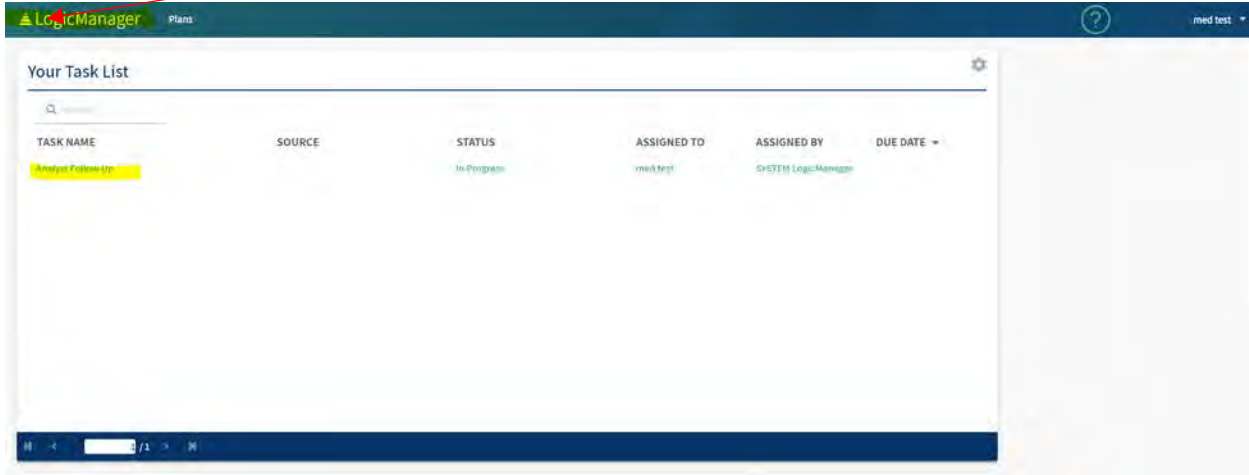
The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then **Cancel** to Exit out of the incident.

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.



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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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.