

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated December 17, 2024 and is between the City of Fresno, a California municipal corporation, on behalf of its police department (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. County’s Department of Behavioral Health (DBH) has a need to partner with law enforcement staff, including co-location and co-response with behavioral health staff, to provide Crisis Intervention Services (CIT) .

B. County desires to continue the collaborative CIT, comprised of DBH staff and Fresno Police Department (FPD) staff and is co-located at 1925 E. Dakota Avenue, Fresno CA 93726 occupying approximately 1,200 square feet with the purpose of providing co-response within the Fresno metropolitan area. The Fresno metropolitan CIT will be a unit consisting of dual response by FPD, DBH, contracted clinicians, and program staff;

C. Contractor desires to continue the collaboration between CIT-trained FPD officers and DBH staff, pursuant to the terms and conditions of this Agreement, in response to 9-1-1 emergency behavioral health crisis calls to provide appropriate behavioral health crisis intervention services, post-crisis follow-up services, community and law enforcement training, education and outreach.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

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

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

1 under this Agreement, including but not limited to workers compensation, labor, and
2 confidentiality laws and regulations.

3 Contractor shall provide services in conformance with all applicable State and Federal
4 statutes, regulations and sub-regulatory guidance, as from time to time amended, including but
5 not limited to:

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

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

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

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

11 (E) United States Code of Federal Regulations, Title 45;

12 (F) United States Code, Title 42 (The Public Health and Welfare), as applicable;

13 (G) Balanced Budget Act of 1997;

14 (H) Health Insurance Portability and Accountability Act (HIPAA);

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

18 1.4 **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings
19 consisting of staff from County's DBH and other CIT contracted staff to discuss program
20 requirements, data reporting, outcomes, training, policies and procedures, overall program
21 operations, and any problems or foreseeable problems that may arise. Contractor shall also
22 attend other County DBH meetings, as required by the County.

23 1.5 **Guiding Principles.** Contractor shall, to the best of its ability, align programs,
24 services, and practices with the vision, mission, and guiding principles of the DBH, as further
25 described in Exhibit B to this Agreement, titled "Fresno County Department of Behavioral Health
26 Guiding Principles of Care Delivery."

27 1.6 **Quality Improvement Activities and Participation.** Contractor shall work with
28 County and participate in quality improvement (QI) activities, including clinical and non-clinical

1 performance improvement projects (PIPs), as requested by the County in relation to State and
2 Federal requirements and responsibilities, to improve outcomes over time. QI activities may also
3 include quality assurance, collection and submission of performance measures specified by the
4 County. Contractor shall measure, monitor, and annually report to the County its performance.

5 **Article 2**

6 **Reporting**

7 **2.1 Reports.** Contractor shall submit the following reports:

8 (A) Outcome Reports: Contractor shall submit program performance outcome
9 reports to County's DBH, as requested. Outcome reports and outcome requirements are
10 subject to change at County's discretion. County will give Contractor notice of any such
11 changes at least 30 days prior to the effective date. Contractor shall provide outcomes in
12 Exhibit A and Exhibit C – "Performance Outcome Measures" to this Agreement.

13 (B) Staffing Report: Contractor shall submit monthly staffing reports by the 15th of
14 each month that identify all direct service and support staff by first and last name,
15 applicable licensure/certifications, and full-time hours worked. This information will be
16 used to determine if Contractor's program is staff according to the requirements of this
17 Agreement.

18 (C) Additional Reports: Contractor shall also furnish to County such statements,
19 records, reports, data, and other information which Contractor has or may reasonably
20 obtain, as County's DBH may request pertaining to matters covered by this Agreement.
21 County shall provide to Contractor, in writing at least thirty (30) days in advance, a
22 description of all information being requested. In the event that Contractor fails to
23 provide the information requested, it shall be deemed sufficient cause for County to
24 withhold payments until the information has been provided.

25 **2.2 Monitoring.** Contractor agrees to extend to County's staff and County's DBH, or
26 their designees, the right to review and monitor records, programs, or procedures, at
27 any time, in regard to persons served, as well as the overall operation of Contractor's programs,
28 in order to ensure compliance with the terms and conditions of this Agreement.

1 **Article 3**

2 **County's Responsibilities**

3 3.1 The County shall provide behavioral health clinicians to co-locate and co-respond
4 with the Fresno Police Department Crisis Intervention Team (FPD CIT).

5 3.2 The County shall collaborate with FPD CIT to create linkages to the County's
6 behavioral health system of care.

7 3.3 The County shall provide oversight, support, coordination and ongoing monitoring of
8 the CIT system of care.

9 3.4 The County shall notify FPD CIT of process changes or additional responsibilities
10 that fall within the Scope of Services of this Agreement (Exhibit A) through written
11 communication, conference, trainings, meetings and individual staff consultation.

12 3.5 The County shall provide consultation on a regular basis, including but not limited to
13 facilitating monthly provider meetings between FPD CIT and DBH.

14 **Article 4**

15 **Compensation, Invoices, and Payments**

16 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
17 the performance of its services under this Agreement as described in Exhibit D to this
18 Agreement, titled "Compensation." The Contractor will be compensated for performance of its
19 services under this Agreement as provided in Exhibit D. The Contractor is not entitled to any
20 compensation except as expressly provided in Exhibit D.

21 4.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
22 under this Agreement for the period of July 1, 2024 through June 30, 2025 is Thirty-Seven
23 Thousand Nine Hundred and No/100 Dollars (\$37,900.00).

24 The maximum compensation payable to the Contractor under this Agreement for the
25 period of July 1, 2025 through June 30, 2026 is Thirty-Seven Thousand Nine Hundred and
26 No/100 Dollars (\$37,900.00).

27 The Contractor acknowledges that the County is a local government entity, and does
28 so with notice that the County's powers are limited by the California Constitution and by State

1 law, and with notice that the Contractor may receive compensation under this Agreement only
2 for services performed according to the terms of this Agreement and while this Agreement is in
3 effect, and subject to the maximum amount payable under this section. The Contractor further
4 acknowledges that County employees have no authority to pay the Contractor except as
5 expressly provided in this Agreement.

6 **4.3 Invoices.** The Contractor shall submit monthly invoices to 1)
7 DBHInvoiceReview@fresnocountyca.gov, 2) DBH-Invoices@fresnocountyca.gov, 3)
8 DBHContractedServicesDivision@fresnocountyca.gov, and 4) the assigned DBH Forensic
9 Behavioral Health Staff Analyst. The Contractor shall submit each invoice by the tenth (10th)
10 day of each month for actual expenses incurred during the prior month. No reimbursement for
11 costs incurred by Contractor for services delivered under this Agreement shall be made until the
12 invoice and supporting documentation is received, verified and approved by County's DBH.

13 At the discretion of County's DBH Director, or designee, if an invoice is incorrect or is
14 otherwise not in proper form or substance, County's DBH Director, or designee, shall have the
15 right to withhold payment as to only that portion of the invoice that is incorrect or improper after
16 five (5) days prior notice to Contractor. Contractor agrees to continue to provide services for a
17 period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety
18 (90) day period, the invoice(s) is still not corrected to County DBH's satisfaction, County's DBH
19 Director, or designee, may elect to terminate this Agreement, pursuant to the termination
20 provisions stated in Article 7 of this Agreement. In addition, for invoices received ninety (90)
21 days after the expiration of each term of this Agreement or termination of this Agreement, at the
22 discretion of County's DBH Director, or designee, County's DBH shall have the right to deny
23 payment of any additional invoices received.

24 All final invoices and/or any final budget modification requests shall be submitted by
25 Contractor within sixty (60) days following the final month of service for which payment is
26 claimed. No action shall be taken by County on invoices submitted beyond the sixty (60) day
27 closeout period. Any compensation which is not expended by Contractor pursuant to the terms
28 and conditions of this Agreement shall automatically revert to County.

1 Contractor must maintain financial records for a period of seven (7) years or until any
2 dispute, audit or inspection is resolved, whichever is later. Contractor will be responsible for any
3 disallowances related to inadequate documentation.

4 4.4 **Payment.** The County shall pay each correctly completed and timely submitted
5 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
6 address specified in the invoice.

7 4.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
8 expenses that are not specified as payable by the County under this Agreement.

9 4.6 **Budget Modifications.** The DBH Director has the authority to adjust the budget line
10 item/expense categories by fiscal year at the request of the Contractor in accordance with
11 Section 16.1 as long as the total maximum compensation of this Agreement is not exceeded.

12 **Article 5**

13 **Term of Agreement**

14 5.1 **Term.** This Agreement is effective July 1, 2024 and terminates on June 30, 2025,
15 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,".

16 5.2 **Extension.** The term of this Agreement may be extended for no more than one, one-
17 year period only upon written approval of both parties at least 30 days before the first day of the
18 next one-year extension period. The DBH Director or his or her designee is authorized to sign
19 the written approval on behalf of the County based on the Contractor's satisfactory
20 performance. The extension of this agreement by the County is not a waiver of compromise of
21 any default or breach of this Agreement by the Contractor existing at the time of the extension
22 whether or not known to the County.

23 **Article 6**

24 **Notices**

25 6.1 **Contact Information.** The persons and their addresses having authority to give and
26 receive notices provided for or permitted under this Agreement include the following:

27 **For the County:**
28 Director, Department of Behavioral Health
County of Fresno

1 1925 E. Dakota Avenue
2 Fresno, CA 93726
3 DBHContractedServicesDivision@fresnocountyca.gov

4 **For the Contractor:**
5 Lieutenant, City of Fresno Police Department
6 2323 Mariposa Street, Room 2075
7 Fresno, CA 93721
8 CIT@fresno.gov

9 6.2 **Change of Contact Information.** Either party may change the information in section
10 6.1 by giving notice as provided in section 6.3.

11 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
12 for or permitted under this Agreement must be in writing, state that it is a notice provided under
13 this Agreement, and be delivered either by personal service, by first-class United States mail, by
14 an overnight commercial courier service, or by Portable Document Format (PDF) document
15 attached to an email.

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

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

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

24 (D) A notice delivered by PDF document attached to an email is effective when
25 transmission to the recipient is completed (but, if such transmission is completed outside
26 of County business hours, then such delivery is deemed to be effective at the next
27 beginning of a County business day), provided that the sender maintains a record of the
28 completed transmission.

6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
nothing in this Agreement establishes, waives, or modifies any claims presentation

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

3 (C) For purposes of this section, a breach occurs when, in the determination of the
4 County, the Contractor has:

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

9 **7.3 Termination without Cause.** In circumstances other than those set forth above, the
10 County or the Contractor may terminate this Agreement by giving at least thirty 30 days
11 advance written notice to the other party.

12 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
13 under this Article 7 is without penalty to or further obligation of the County. Any termination of
14 this Agreement by the Contractor under Article 7 is without penalty to or further obligation of the
15 Contractor.

16 **7.5 County's Rights upon Termination.** Upon termination for breach under this Article
17 7, the County may demand repayment by the Contractor of any monies disbursed to the
18 Contractor under this Agreement that, in the County's sole judgment, were not expended in
19 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
20 demand. This section survives the termination of this Agreement.

21 **Article 8**

22 **Independent Contractor**

23 **8.1 Status.** In performing under this Agreement, the Contractor, including its officers,
24 agents, employees, and volunteers, is at all times acting and performing as an independent
25 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
26 venturer, partner, or associate of the County.

1 8.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
2 manner or method of the Contractor's performance under this Agreement, but the County may
3 verify that the Contractor is performing according to the terms of this Agreement.

4 8.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
5 right to employment rights or benefits available to County employees. The Contractor is solely
6 responsible for providing to its own employees all employee benefits required by law. The
7 Contractor shall save the County harmless from all matters relating to the payment of
8 Contractor's employees, including compliance with Social Security withholding and all related
9 regulations.

10 8.4 **Services to Others.** The parties acknowledge that, during the term of this
11 Agreement, the Contractor may provide services to others unrelated to the County.

12 **Article 9**

13 **Indemnity and Defense**

14 9.1 **Indemnity.** City shall indemnify, hold harmless and defend County and each of its
15 officers, officials, employees, agents and volunteers from any and all loss, liability, fines,
16 penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but
17 not limited to personal injury, death at any time and property damage) incurred by County, City
18 or any other person, and from any and all claims, demands and actions in law or equity
19 (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or
20 indirectly from the negligent or intentional acts or omissions, or willful misconduct of City or any
21 of its officers, officials, employees, agents or volunteers in the performance of this Agreement;
22 provided nothing herein shall constitute a waiver by City of governmental immunities including
23 California Government Code section 810 et seq.

24 County shall indemnify, hold harmless and defend City and each of its officers, officials,
25 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs
26 and damages (whether in contract, tort or strict liability, including but not limited to personal injury,
27 death at any time and property damage) incurred by the City, County or any other person, and
28 from any and all claims, demands and actions in law or equity (including attorney's fees and

1 litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or
2 intentional acts or omissions, or willful misconduct of County or any of its officers, officials,
3 employees, agents or volunteers in the performance of this Agreement; provided nothing herein
4 shall constitute a waiver by County of governmental immunities including California Government
5 Code section 810 et seq..

6 In the event of concurrent negligence on the part of City or any of its officers, officials,
7 employees, agents or volunteers, and County or any of its officers, officials, employees, agents
8 or volunteers, the liability for any and all such claims, demands and actions in law or equity for
9 such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State
10 of California's theory of comparative negligence as presently established or as may be modified
11 hereafter.

12 9.2 **Survival.** This Article 9 survives the termination of this Agreement.

13 **Article 10**

14 **Insurance**

15 10.1 Without limiting the indemnification of each party as stated herein, it is understood
16 and agreed that County and City shall each maintain, at their sole expense, insurance policies
17 or self-insurance programs including, but not limited to, those defined in "Exhibit G". Evidence of
18 Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at
19 the request of either party under this Agreement.

20 **Article 11**

21 **Inspections, Audits, and Public Records**

22 11.1 **Inspection of Documents.** The Contractor shall make available to the County, and
23 the County may examine at any time during business hours and as often as the County deems
24 necessary, all of the Contractor's records and data with respect to the matters covered by this
25 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
26 request by the County, permit the County to audit and inspect all of such records and data to
27 ensure the Contractor's compliance with the terms of this Agreement.

1 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement.

6 11.3 **Public Records.** The County is not limited in any manner with respect to its public
7 disclosure of this Agreement or any record or data that the Contractor may provide to the
8 County. The County's public disclosure of this Agreement or any record or data that the
9 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

24 (E) This Agreement, and any record or data that the Contractor may provide to the
25 County, is subject to public disclosure as information concerning the conduct of the
26 people's business of the State of California under California Constitution, Article 1,
27 section 3, subdivision (b).
28

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

5 **11.4 Public Records Act Requests.** If the County receives a written or oral request
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
7 and which the County has a right, under any provision of this Agreement or applicable law, to
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of the Contractor. Within five (5) business days after the County's demand, the
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
12 possession or control, together with a written statement that the Contractor, after conducting a
13 diligent search, has produced all requested records that are in the Contractor's possession or
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a
15 diligent search, does not possess or control any of the requested records. The Contractor shall
16 cooperate with the County with respect to any County demand for such records. If the
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the
19 exemption by citation to specific legal authority within the written statement that it provides to
20 the County under this section. The Contractor's assertion of any exemption from disclosure is
21 not binding on the County, but the County will give at least ten 10 days' advance written notice
22 to the Contractor before disclosing any record subject to the Contractor's assertion of exemption
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
25 failure to produce any such records, or failure to cooperate with the County with respect to any
26 County demand for any such records.

27 **Article 12**

28 **Property of County**

12.1 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and intangible property obtained or controlled under County for use in operational capacity and will benefit County for a period more than one (1) year. Depreciation of the qualified items will be on a straight-line basis. For County purposes, fixed assets must fulfill three (3) qualifications:

- (A) Have a life span of over one (1) year;
- (B) Is not a repair part; and
- (C) Must be valued at or greater than the capitalization thresholds for the asset type:

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

Qualified fixed asset equipment is to be reported and approved by the County. If it is approved and identified as an asset, it will be tagged with a County program number. A Fixed Asset Log will be maintained by County's Asset Management System and inventoried annually until the asset is fully depreciated. During the term of this Agreement, Contractor's fixed assets may be inventoried in comparison to County's DBH Asset Inventory System.

12.2 **Sensitive Assets.** Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but more than One Thousand and No/100 Dollars (\$1,000.00) with over a one (1)

1 year life span, and/or are mobile and high risk of theft or loss are sensitive assets. Such
2 sensitive items are not limited to computers, copiers, televisions, cameras, and other sensitive
3 items as determined by County's DBH Director or designee. Contractor shall maintain a
4 tracking system on the items that are not required to be capitalized or depreciated. The items
5 are subject to annual inventory review by the County's DBH for compliance.

6 **12.3 Retention and Maintenance.** Assets shall be retained by County, as County
7 property, in the event this Agreement is terminated or upon expiration of this Agreement.
8 Contractor agrees to participate in an annual inventory of all County fixed and inventoried
9 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present
10 when fixed and inventoried assets are returned to County possession. Contractor is responsible
11 for returning to County all County owned undepreciated fixed and inventoried assets, or the
12 monetary value of said assets if unable to produce the assets at the expiration or termination of
13 this Agreement. Contractor further agrees to the following:

14 (A) Maintain all items of equipment in good working order and condition, normal wear
15 and tear excepted;

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

21 (C) Report in writing to County immediately after discovery, the loss or theft of any
22 items of equipment. For stolen items, the local law enforcement agency must be
23 contacted, and a copy of the police report submitted to County.

24 **12.4 Equipment Purchase.** The purchase of any equipment by Contractor with funds
25 provided hereunder shall require the prior written approval of County's DBH Director or
26 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly
27 related to Contractor's services or activity under the terms of this Agreement. County's DBH
28

1 may refuse reimbursement for any costs resulting from equipment purchased, which are
2 incurred by Contractor, if prior written approval has not been obtained from County.

3 **12.5 Modification.** Contractor must obtain prior written approval from County’s DBH
4 whenever there is any modification or change in the use of any property acquired or improved,
5 in whole or in part, using funds under this Agreement. If any real or personal property acquired
6 or improved with said funds identified herein is sold and/or is utilized by Contractor for a use
7 which does not qualify under this Agreement, Contractor shall reimburse County in an amount
8 equal to the current fair market value of the property, less any portion thereof attributable to
9 expenditures of funds not provided under this Agreement. These requirements shall continue in
10 effect for the life of the property. In the event this Agreement expires, the requirements for this
11 Article shall remain in effect for activities or property funded with said funds, unless action is
12 taken by the State government to relieve County of these obligations.

13 **Article 13**

14 **Federal and State Laws**

15 **13.1 Confidentiality.** All services performed by Contractor under this Agreement shall be
16 in strict conformance with all applicable Federal, State of California and/or local laws and
17 regulations relating to confidentiality. In addition, Contractor agrees to abide by the terms and
18 conditions of the Business Associate Agreement attached hereto as Exhibit E.

19 **13.2 Tax Equity and Fiscal Responsibility Act.** To the extent necessary to prevent
20 disallowance of reimbursement under section 1861(v)(1) (I) of the Social Security Act, (42
21 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after the furnishing of
22 services under this Agreement, Contractor shall make available, upon written request to the
23 Secretary of the United States Department of Health and Human Services, or upon request to
24 the Comptroller General of the United States General Accounting Office, or any of their duly
25 authorized representatives, a copy of this Agreement and such books, documents, and records
26 as are necessary to certify the nature and extent of the costs of these services provided by
27 Contractor under this Agreement. Contractor further agrees that in the event Contractor carries
28 out any of its duties under this Agreement through a subcontract, with a value or cost of Ten

1 Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period, with a
2 related organization, such Agreement shall contain a clause to the effect that until the expiration
3 of four (4) years after the furnishing of such services pursuant to such subcontract, the related
4 organizations shall make available, upon written request to the Secretary of the United States
5 Department of Health and Human Services, or upon request to the Comptroller General of the
6 United States General Accounting Office, or any of their duly authorized representatives, a copy
7 of such subcontract and such books, documents, and records of such organization as are
8 necessary to verify the nature and extent of such costs.

9 **Article 14**

10 **Data Security**

11 14.1 **Data Security Requirements.** Contractor shall comply with data security
12 requirements in Exhibit G to this Agreement.

13 **Article 15**

14 **Publicity Prohibition**

15 15.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly
16 or indirectly under this Agreement shall be used for Contractor's advertising, fundraising, or
17 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
18 promotion.

19 15.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in
20 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the
21 availability of such specific services when approved in advance by County's DBH Director or
22 designee and at a cost to be provided in Exhibit D for such items as written/printed materials,
23 the use of media (i.e., radio, television, newspapers), and any other related expense(s).

24 **Article 16**

25 **Disclosure of Self-Dealing Transactions**

26 16.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
27 or changes its status to operate as a corporation.

1 17.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 17.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Contractor consents to California jurisdiction for actions arising from or
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
6 brought and maintained in Fresno County.

7 17.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 17.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 17.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 17.8 **References to Laws and Rules.** In the event any law, regulation, or policy referred
15 to in this Agreement is amended during the term thereof, the parties hereto agree to comply with
16 the amended provision as of the effective date of such amendment.

17 17.9 **Severability.** If anything in this Agreement is found by a court of competent
18 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
19 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
20 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
21 intent.

22 17.10 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
23 not unlawfully discriminate against any employee or applicant for employment, or recipient of
24 services, because of race, religious creed, color, national origin, ancestry, physical disability,
25 mental disability, medical condition, genetic information, marital status, sex, gender, gender
26 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
27 all applicable State of California and federal statutes and regulation.

28 17.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation

1 of the Contractor under this Agreement on any one or more occasions is not a waiver of
2 performance of any continuing or other obligation of the Contractor and does not prohibit
3 enforcement by the County of any obligation on any other occasion.

4 17.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
5 between the Contractor and the County with respect to the subject matter of this Agreement,
6 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
7 publications, and understandings of any nature unless those things are expressly included in
8 this Agreement. If there is any inconsistency between the terms of this Agreement without its
9 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
10 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
11 exhibits.

12 17.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
13 create any rights or obligations for any person or entity except for the parties.

14 17.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

20 17.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
21 electronic signature as provided in this section.

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

27 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
28 equivalent to a valid original handwritten signature of the person signing this Agreement

1 for all purposes, including but not limited to evidentiary proof in any administrative or
2 judicial proceeding, and (2) has the same force and effect as the valid original
3 handwritten signature of that person.

4 (C) The provisions of this section satisfy the requirements of Civil Code section
5 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
6 Part 2, Title 2.5, beginning with section 1633.1).

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

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

14 17.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
15 original, and all of which together constitute this Agreement.

16 [SIGNATURE PAGE FOLLOWS]

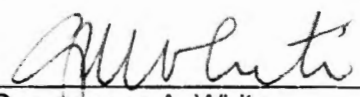
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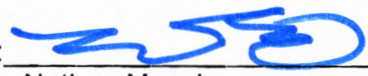
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The parties have executed this Agreement on the day and year set forth below.

CITY OF FRESNO, a California municipal corporation

COUNTY OF FRESNO, a political subdivision of the State of California

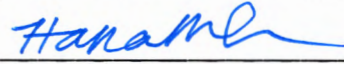
By: 
Georgeanne A. White
City Manager
City of Fresno

By: 
Nathan Magsig
Chairman of the Board of Supervisors of the County of Fresno

By: 
Mindy Casto
Interim Chief of Police
Fresno Police Department


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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: 
Deputy Date

By:  10/21/24
Jennifer M. Wharton Date
Deputy City Attorney

ATTEST
TODD STERMER, CMC
City Clerk

By:  10-21-2024
Deputy Date
Susan Mac

For accounting use only:
Org No.: 56304763
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

FY 2024-25: \$37,900.00
FY 2025-26: \$37,900.00
Total: \$75,800.00

Exhibit A

Scope of Services

CONTRACT: Fresno Metropolitan Crisis Intervention Team

CONTRACTOR: City of Fresno Police Department

CONTACT: Mindy Casto
2323 Mariposa Street
Fresno, CA 93721
(559) 621-2000

CONTRACT TERM: July 1, 2024 through June 30, 2025 with one optional twelve (12) month extension

CONTRACT MAXIMUM: Fiscal Year 2024-25 \$37,900.00
Fiscal Year 2025-26 \$37,900.00

I. PROJECT DESCRIPTION

Since 2018, the County of Fresno Department of Behavioral Health (DBH) has partnered with the City of Fresno Police Department (Fresno PD) in providing behavioral health Crisis Intervention Team (CIT) Services within the Fresno metropolitan area. The CIT program consists of specially trained law enforcement officers and behavioral health clinicians, who co-locate and co-respond to behavioral health crisis calls for service dispatched by 9-1-1 operators. This collaboration allows Fresno PD CIT officers and behavioral health clinicians to respond to calls in which there is a behavioral health need and provide compassionate, person-centered crisis intervention services within a secure scene. CIT staff will respond to the initial crisis, which allows Fresno PD patrol officers to respond to incoming 9-1-1 calls, and provide post-crisis follow-up, referrals, and linkages. CIT services are fully funded by the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds.

Behavioral health services provided by DBH and DBH-contracted clinicians include, but are not limited to screenings, suicide risk assessments, crisis intervention, community referrals and linkages, and short-term case management. Services shall also include community outreach, engagement, education, and prevention to those potentially in need of services for mental illness and/or co-occurring substance use disorders, the general public, emergency first responders, and other community agencies.

A. Program Methods

1. With behavioral health and law enforcement co-response, staff will be able to establish data that denotes behavioral health individuals served, crisis and interventions, and will identify those that have repeated use of

Exhibit A

Scope of Services

emergency and crisis resources in metropolitan Fresno.

2. The co-response model will increase justice system resources for rapid response to safety and criminal behavioral needs.
3. Individuals engaged by the Fresno Metro CIT program will have more efficient access to crisis services, receive services more sensitive to their behavioral health needs, and mitigate further involvement with the criminal justice system.

II. SERVICES START DATE

Services shall begin July 1, 2024.

III. TARGET POPULATION

The target population to be served by the Fresno Metro CIT program shall be any individual with metropolitan Fresno experiencing a behavioral health crisis, as dispatched by Fresno PD.

IV. LOCATION OF SERVICES

Fresno PD CIT services will be provided in person within metropolitan Fresno.

V. PROGRAM GOALS AND OBJECTIVES

A. The goals and objectives of this project include, but are not limited to:

1. CIT-trained officer response to behavioral health crisis calls dispatched through 9-1-1 to release the Fresno PD patrol officer on scene;
2. Collaborative crisis intervention services with CIT-trained officers and behavioral health clinicians to provide crisis intervention and crisis stabilization interventions to aide in de-escalation of the crisis and avoid unnecessary hospitalization, arrest or jail admission;
3. Provide “the right help the first time” by engaging the individual, assessing their needs and providing appropriate CIT services through the mutual interagency coordination between behavioral health and law enforcement to connect or reconnect individuals to treatment and support, and to mitigate future contact with law enforcement; and
4. Consultation with other entities (e.g., emergency medical services, community-based organizations, treatment providers) to provide the most appropriate support for individuals contacted by the Fresno Metro CIT program.

Exhibit A

Scope of Services

VI. CONTRACTOR RESPONSIBILITIES

- A. Co-respond with behavioral health clinical staff to known or potential behavioral health-related calls and assist in providing CIT services.
- B. Be flexible and adaptable to meet the evolving needs of the community, in particular the increased volume of behavioral health-related calls for service and services required.
- C. Assist in providing culturally, ethnically, and linguistically appropriate behavioral health crisis services.
- D. Collect data regarding call volume, which may include, but not be limited to: date and time of CIT calls for service, responding agencies, call duration, call disposition and demographic information of the person served as well as housing status and prevention/outreach activities.
- E. Dress in appropriate specialized Fresno PD CIT “casual wear” (i.e., polo shirt) to minimize the intimidation factor felt by individuals when approached by fully uniformed law enforcement officers.
- F. Lease and utilize specialized, non-standard law enforcement patrol vehicles that are less intimidating to individuals than typical fully-outfitted, standard, patrol vehicles.
- G. Acquire and attend on-going trainings, as necessary but at least annually, related to crisis intervention and de-escalation tactics.

VII. STAFFING LEVELS

Fresno PD CIT staffing shall include one (1) Fresno PD Sergeant to provide program oversight and supervision to four (4) Fresno PD CIT Officers.

VIII. HOURS OF OPERATION

Fresno PD CIT will operate Monday through Friday from 7:00am to 5:00pm, including holidays.

IX. PERFORMANCE AND OUTCOME MEASUREMENTS

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

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

Exhibit A

Scope of Services

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

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

Additional Reporting Requirements

Fresno PD CIT will be responsible for meeting with DBH on a monthly basis, or more often as agreed upon between DBH and Fresno PD CIT, for contract and performance monitoring.

FPD CIT will be required to submit monthly reports to the DBH that will include, but not be limited to: date and time of CIT calls for service, responding agencies, call duration, call disposition and demographic information of the person served.

Invoices must be submitted by the 10th of each month and shall include expenses and revenues from the prior month.

Annual Performance Outcome Measures reports shall be completed at least annually and submitted to DBH as requested. County staff will notify Fresno PD CIT when its agency's participation is required. The performance outcome measurement report process will include survey instruments, person served and staff interviews, chart reviews, and other methods of obtaining necessary information as appropriate. See Attachment 1 – DBH PPG 1.2.7 Performance Outcome Measures for more information.

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

Exhibit E



Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

Section: Mental Health

Effective Date: 05/30/2017

Revised Date: 05/30/2017

Policy Title: Performance Outcome Measures

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

POLICY:

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

PURPOSE:

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

REFERENCE:

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

DHCS Service, Administrative and Operational Requirements

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

Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

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

MISSION STATEMENT

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

Template Review Date 3/28/16

Exhibit E

Department of Behavioral Health Policy and Procedure Guide



Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

PROCEDURE:

- I. Each FCMHP program/provider shall engage in measurement of outcomes in order to generate reliable and valid data on the effectiveness and efficiency of programs or interventions. Programs/providers will establish/select objectives (goals), decide on a methodology and timeline for the collection of data, and use an appropriate data collection tool. This occurs during the program planning and development process. Outcomes should be in alignment with the program/provider goals.
- II. Outcomes should be 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.

Exhibit E



Department of Behavioral Health Policy and Procedure Guide

Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2024-25

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101			\$ -		\$ -
1102			-		-
1103			-		-
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
1116				\$ -	\$ -
1117				-	-
1118				-	-
1119				-	-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		0.00		\$ -	\$ -
			Admin	Program	Total
Direct Personnel Salaries Subtotal		0.00	\$ -	\$ -	\$ -
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ -	\$ -	\$ -
1202	Worker's Compensation		-	-	-
1203	Health Insurance		-	-	-
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-

Direct Employee Benefits Subtotal:				\$ -	\$ -	\$ -
Direct Payroll Taxes & Expenses:						
Acct #	Description	Admin	Program	Total		
1301	OASDI	\$ -	\$ -	\$ -		
1302	FICA/MEDICARE	-	-	-		
1303	SUI	-	-	-		
1304	Other (specify)	-	-	-		
1305	Other (specify)	-	-	-		
1306	Other (specify)	-	-	-		
Direct Payroll Taxes & Expenses Subtotal:		\$ -	\$ -	\$ -		
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:						
		Admin	Program	Total		
		\$ -	\$ -	\$ -		

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	#DIV/0!	#DIV/0!

2000: DIRECT 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: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,400
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	1,500
3004	Advertising	-
3005	Staff Development & Training	9,000
3006	Staff Mileage	-
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	25,000
3009	Other (specify)	-
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 37,900

4000: DIRECT 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)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ -

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

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

INDIRECT COST RATE	0.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES	\$ 37,900
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PROGRAM FUNDING SOURCES

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

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

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

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ -
8302	PEI - Prevention & Early Intervention		37,900
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 37,900

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 37,900
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NET PROGRAM COST:	\$ -
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**Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2024-25**

PARTIAL FTE DETAIL

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

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

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

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

Position	Contract #/Name/Department/County	FTE %

FTE Detail FY1

Total		<u>0.00</u>

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

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

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

Position	Contract #/Name/Department/County	FTE %

FTE Detail FY1

Total		<u>0.00</u>

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

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

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

**Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2024-25 Budget Narrative**

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS -				
Administrative Positions -				
	1101	0	-	
	1102	0	-	
	1103	0	-	
	1104	0	-	
	1105	0	-	
	1106	0	-	
	1107	0	-	
	1108	0	-	
	1109	0	-	
	1110	0	-	
	1111	0	-	
	1112	0	-	
	1113	0	-	
	1114	0	-	
	1115	0	-	
Program Positions -				
	1116	0	-	
	1117	0	-	
	1118	0	-	
	1119	0	-	
	1120	0	-	
	1121	0	-	
	1122	0	-	
	1123	0	-	
	1124	0	-	
	1125	0	-	
	1126	0	-	
	1127	0	-	
	1128	0	-	
	1129	0	-	
	1130	0	-	
	1131	0	-	
	1132	0	-	
	1133	0	-	
	1134	0	-	
Direct Employee Benefits -				
	1201	Retirement	-	
	1202	Worker's Compensation	-	
	1203	Health Insurance	-	
	1204	Other (specify)	-	
	1205	Other (specify)	-	
	1206	Other (specify)	-	
Direct Payroll Taxes & Expenses: -				
	1301	OASDI	-	
	1302	FICA/MEDICARE	-	
	1303	SUI	-	
	1304	Other (specify)	-	
	1305	Other (specify)	-	
	1306	Other (specify)	-	
2000: DIRECT 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)	-	

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

3000: DIRECT OPERATING EXPENSES		37,900	
3001	Telecommunications	2,400	Includes monthly cell phone service for FPD CIT Sergeant and Officers
3002	Printing/Postage	-	
3003	Office, Household & Program Supplies	1,500	Includes office supplies such as printer toner/ink paper writing utensils office equipment purchases are not included
3004	Advertising	-	
3005	Staff Development & Training	9,000	Includes CIT-specific training for FPD CIT officers
3006	Staff Mileage	-	
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	25,000	Includes regular vehicle maintenance costs to keep the vehicles in good workig condition, fuel ad car washes.
3009	Other (specify)	-	
3010	Other (specify)	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

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

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

6000: INDIRECT EXPENSES		-	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Other (specify)	-	
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

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

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		

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
8002	Case Management		
8003	Crisis Services		
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment		
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 37,900

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 37,900

BUDGET CHECK: -

**Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2025-26**

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101			\$ -		\$ -
1102			-		-
1103			-		-
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
1116				\$ -	\$ -
1117				-	-
1118				-	-
1119				-	-
1120				-	-
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		0.00		\$ -	\$ -
			Admin	Program	Total
Direct Personnel Salaries Subtotal		0.00	\$ -	\$ -	\$ -
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement		\$ -	\$ -	\$ -
1202	Worker's Compensation		-	-	-
1203	Health Insurance		-	-	-
1204	Other (specify)		-	-	-
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-

Direct Employee Benefits Subtotal:				\$	-	\$	-	\$	-
Direct Payroll Taxes & Expenses:									
Acct #	Description	Admin	Program	Total					
1301	OASDI	\$ -	\$ -	\$ -					
1302	FICA/MEDICARE	-	-	-					
1303	SUI	-	-	-					
1304	Other (specify)	-	-	-					
1305	Other (specify)	-	-	-					
1306	Other (specify)	-	-	-					
Direct Payroll Taxes & Expenses Subtotal:		\$ -	\$ -	\$ -					
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:									
		Admin	Program	Total					
		\$ -	\$ -	\$ -					

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	#DIV/0!	#DIV/0!

2000: DIRECT 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: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,400
3002	Printing/Postage	-
3003	Office, Household & Program Supplies	1,500
3004	Advertising	-
3005	Staff Development & Training	9,000
3006	Staff Mileage	-
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	25,000
3009	Other (specify)	-
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 37,900

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -

Budget FY2

4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ -

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

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

INDIRECT COST RATE	0.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES	\$ 37,900
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PROGRAM FUNDING SOURCES

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

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

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

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ -
8302	PEI - Prevention & Early Intervention		37,900
8303	INN - Innovations		
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 37,900

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 37,900
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NET PROGRAM COST:	\$ -
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**Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2025-26**

PARTIAL FTE DETAIL

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

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

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

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

Position	Contract #/Name/Department/County	FTE %

FTE Detail FY2

Total		<u>0.00</u>

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

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

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

Position	Contract #/Name/Department/County	FTE %

FTE Detail FY2

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

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

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

**Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2025-26 Budget Narrative**

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS -				
Administrative Positions -				
	1101	0	-	
	1102	0	-	
	1103	0	-	
	1104	0	-	
	1105	0	-	
	1106	0	-	
	1107	0	-	
	1108	0	-	
	1109	0	-	
	1110	0	-	
	1111	0	-	
	1112	0	-	
	1113	0	-	
	1114	0	-	
	1115	0	-	
Program Positions -				
	1116	0	-	
	1117	0	-	
	1118	0	-	
	1119	0	-	
	1120	0	-	
	1121	0	-	
	1122	0	-	
	1123	0	-	
	1124	0	-	
	1125	0	-	
	1126	0	-	
	1127	0	-	
	1128	0	-	
	1129	0	-	
	1130	0	-	
	1131	0	-	
	1132	0	-	
	1133	0	-	
	1134	0	-	
Direct Employee Benefits -				
	1201	Retirement	-	
	1202	Worker's Compensation	-	
	1203	Health Insurance	-	
	1204	Other (specify)	-	
	1205	Other (specify)	-	
	1206	Other (specify)	-	
Direct Payroll Taxes & Expenses: -				
	1301	OASDI	-	
	1302	FICA/MEDICARE	-	
	1303	SUI	-	
	1304	Other (specify)	-	
	1305	Other (specify)	-	
	1306	Other (specify)	-	
2000: DIRECT 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)	-	

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

3000: DIRECT OPERATING EXPENSES		37,900	
3001	Telecommunications	2,400	Includes monthly cell phone service for FPD CIT Sergeant and Officers
3002	Printing/Postage	-	
3003	Office, Household & Program Supplies	1,500	Includes office supplies such as printer toner/ink paper writing utensils office equipment purchases are not included
3004	Advertising	-	
3005	Staff Development & Training	9,000	Includes CIT-specific training for FPD CIT officers
3006	Staff Mileage	-	
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	25,000	Includes regular vehicle maintenance costs to keep the vehicles in good workig condition, fuel ad car washes.
3009	Other (specify)	-	
3010	Other (specify)	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

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

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

6000: INDIRECT EXPENSES		-	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Other (specify)	-	
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

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

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		

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
8002	Case Management		
8003	Crisis Services		
8004	Medication Support		
8005	Collateral		
8006	Plan Development		
8007	Assessment		
8008	Rehabilitation		
8009	Other (Specify)		
8010	Other (Specify)		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 37,900

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 37,900

BUDGET CHECK: -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County of Fresno
Department of Public Health
Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, California 93775

County of Fresno
Department of Internal
Services
Information Security Officer
(559) 600-5800
2048 North Fine Street
Fresno, California 93727

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8. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the county, or created or received by the Contractor on behalf of the County, in compliance with Parts the HIPAA Rules. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the Contractor on behalf of the County, available to the Secretary upon demand.

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

9. Safeguards

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

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

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the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

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

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

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

The Contractor shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable

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computing devices (including, but not limited to, laptop and notebook computers).

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

10. Mitigation of Harmful Effects

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

11. The Contractor's Subcontractors

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

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

12. Employee Training and Discipline

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

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13. Termination for Cause

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

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

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

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

14. Judicial or Administrative Proceedings

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

15. Effect of Termination

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

16. Compliance with Other Laws

To the extent that other state and/or federal laws provide additional, stricter and/or more

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

17. Disclaimer

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

18. Amendment

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

19. No Third-Party Beneficiaries

Nothing expressed or implied in the provisions of this Exhibit C is intended to confer, and nothing in this Exhibit C does confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

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20. Interpretation

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

21. Regulatory References

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

22. Survival

The respective rights and obligations of the Contractor as stated in this Exhibit C survive the termination or expiration of this Agreement.

23. No Waiver of Obligation

Change, waiver or discharge by the County of any liability or obligation of the Contractor under this Exhibit C on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "COUNTY"), members of a CONTRACTOR's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the COUNTY. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the COUNTY. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Exhibit G

Insurance Requirements

1. Required Policies

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

If the City and County is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the City and County signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the City and County shall

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deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the City and County has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the City and County's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the City and County shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the City and County shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the City and County shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the City and County or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the City and County has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the City and County shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

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- (E) **Waiver of Subrogation.** The City and County waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The City and County is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the City and County's waiver of subrogation under this paragraph is effective whether or not the City and County obtains such an endorsement.
- (F) **County's Remedy for City and County's Failure to Maintain.** If the City and County fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the City and County. The County may offset such charges against any amounts owed by the County to the City and County under this Agreement.
- (G) **Subcontractors.** The City and County shall require and verify that all Subcontractors used by the City and County to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the City and County to provide services under this Agreement using Subcontractors.