

AGREEMENT

This Agreement is made and entered into this 20th day of June, 2017, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **FRESNO CENTER FOR NEW AMERICANS** a Private Non-profit 501(c) (3), Corporation whose address is 4879 E. Kings Canyon Road, Fresno, CA 93727 hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), Mental Health Services Act (MHSA), and through input from the community stakeholder process during 2011 and 2012, recognized the need for a culturally diverse holistic wellness center for the education of Fresno County residents who may benefit from the knowledge acquired from the understanding of holistic based complementary healing practices;

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

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities set forth in Exhibit A "Scope of Work", which is attached hereto and incorporated herein by this reference, as well as RFP No. 17-072, dated April 13, 2017, and Addendum No. One (1) to RFP No. 17-072 dated April 28th, 2017, hereinafter collectively referred to as Revised RFP No. 17-072, and CONTRACTOR's response to said Revised RFP No. 17-072, dated May 10, 2017, all incorporated by reference and herein made part of this Agreement. In the event of any inconsistency among these documents the inconsistency shall be resolved by giving precedence to the following order: 1) to this Agreement including all Exhibits, and all amendments thereto, 2) to the Revised RFP No. 17-072, and 3) to the Response to the Revised RFP No. 17-072. A copy of the Revised RFP No. 17-072 and CONTRACTOR's response shall be retained and made available during the term of this Agreement by COUNTY's DBH Holistic Services Contract Analyst.

1 B. SITE LOCATION:

2 CONTRACTOR shall provide services at the following three (3) locations
3 during the term of this agreement.

- 4 • Main Site Location – 4879 E. Kings Canyon, Fresno Ca., serving
5 primarily Southeast Fresno participants.
- 6 • Lowell Site Location – 108 N. Poplar, Fresno Ca., serving primarily west
7 Fresno participants.
- 8 • East Fresno County Site Location – 580 Tulare Street, Parlier, Ca.
9 serving primarily rural East Fresno County participants.

10 2. TERM

11 This Agreement shall become effective on the 1st day of July 2017, and shall terminate
12 on the 30th day of June 2020.

13 This Agreement may be extended for two (2) additional consecutive twelve (12) month
14 periods upon written approval of both parties no later than sixty (60) days prior to the first day of the
15 next twelve (12) month extension period. The DBH Director or her designee is authorized to execute
16 such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance of
17 this Agreement.

18 3. TERMINATION

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

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

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

28 COUNTY;

1 4) Improperly performed service.

2 In no event shall any payment by the COUNTY constitute a waiver by the
3 COUNTY of any breach of this Agreement or any default which may then exist on the part of the
4 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
5 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the
6 CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under
7 this Agreement, which in the judgment of the COUNTY were not expended in accordance with the
8 terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand or,
9 at the COUNTY's option, such repayment shall be deducted from future payments owing to
10 CONTRACTOR under this Agreement.

11 C. Without Cause - Under circumstances other than those set forth above, this
12 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's Department of
13 Behavioral Health Director, or designee, upon the giving of thirty (30) days advance written notice of
14 an intention to terminate.

15 4. **COMPENSATION**

16 For services provided as identified in the terms and conditions of this Agreement,
17 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in
18 accordance with Exhibit A, "Scope of Work," attached hereto and by this reference incorporated herein.

19 For the period July 1, 2017 through June 30, 2018, the maximum amount of
20 compensation available to CONTRACTOR for services rendered under this Agreement shall not
21 exceed Eight Hundred Ninety Six Thousand Seven Hundred Nineteen and No/100 Dollars
22 (\$896,719.00). For the period July 1, 2018 through June 30, 2019, the maximum amount of
23 compensation available to CONTRACTOR for services rendered under this Agreement shall not
24 exceed Eight Hundred Ninety Six Thousand Seven Hundred Nineteen and No/100 Dollars
25 (\$896,719.00). For the period July 1, 2019 through June 30, 2020, the maximum amount of
26 compensation available to CONTRACTOR for services rendered under this Agreement shall not
27 exceed Eight Hundred Ninety Six Thousand Seven Hundred Nineteen and No/100 Dollars
28 (\$896,719.00). For the period July 1, 2020 through June 30, 2021, the maximum amount of

1 compensation for services rendered under this Agreement shall not exceed Eight Hundred Ninety Six
2 Thousand Seven Hundred Nineteen and No/100 Dollars (\$896,719.00). For the period July 1, 2021
3 through June 30, 2022, the maximum amount of compensation available to CONTRACTOR for
4 services rendered under this Agreement shall not exceed Eight Hundred Ninety Six Thousand Seven
5 Hundred Nineteen and No/100 Dollars (\$896,719.00).

6 In no event shall services performed under this Agreement be in excess of Four Million
7 Four Hundred Eight Three Thousand Five Hundred Ninety Five and No/100 Dollars (\$4,483,595.00)
8 during the entire term of this Agreement.

9 COUNTY shall not be obligated to make payments under this Agreement if the request
10 for payment is received by COUNTY more than sixty (60) days after this Agreement has terminated
11 or expired. Any compensation not consumed by expenditures of CONTRACTOR by the expiration or
12 termination date of this Agreement shall be remitted to COUNTY within sixty (60) days of expiration
13 or termination of said Agreement.

14 CONTRACTOR shall be held financially liable for any and all future
15 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State
16 audit process. At COUNTY's election, the disallowed amount will be remitted within forty-five (45)
17 days to COUNTY upon notification or shall be withheld from subsequent payments to
18 CONTRACTOR.

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

24 Should CONTRACTOR wish to revise its budget, attached hereto as Exhibit B,
25 "Budgets," and incorporated herein by reference, for any subsequent fiscal year associated with this
26 Agreement, CONTRACTOR shall submit such a request, along with the proposed revised budget to
27 COUNTY's DBH Director or designee prior to March 1st of the preceding fiscal year.
28 CONTRACTOR's proposed revised budget must be approved in writing by COUNTY to be effective

1 and become a part of this Agreement. A revised budget that merely makes changes to line items not
2 exceeding 10% of the CONTRACTOR's fiscal year maximum compensation under this Agreement,
3 may be made with the written approval of COUNTY's DBH Director or designee. All other budget
4 revisions require approval of the Board of Supervisors. If said revised budget is not received by the
5 March 1st due date, or the COUNTY DBH Director or designee, does not approve the proposed
6 revised budget, the appropriate Fiscal Year budget attached herein to this Agreement shall remain in
7 effect. The compensation amount of any approved revised budget shall not exceed the maximum
8 compensation of the current Agreement term as stated herein. If CONTRACTOR should fail to
9 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
10 compensation

11 COUNTY shall make no payments to CONTRACTOR under this Agreement for services that
12 advance or support religious or sectarian purposes. Payments by COUNTY shall be in arrears, for
13 services provided during the preceding month, within forty-five (45) days after receipt and verification
14 of CONTRACTOR's invoices by COUNTY. If CONTRACTOR should fail to comply with any
15 provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. It
16 is understood that all expenses incidental to CONTRACTOR's performance of services under this
17 Agreement shall be borne by CONTRACTOR.

18 **5. INVOICING**

19 CONTRACTOR shall invoice COUNTY monthly, by the 20th of the following month,
20 via e-mail, addressed to MHSAInvoices@co.fresno.ca.us, with a copy to the Mental Health Services
21 Act Contract Analyst assigned to the program. Each invoice shall be accompanied by an appropriate
22 general ledger, a password protected roster identifying clients detailing at a minimum date of
23 service/visit, name, social security number, education services received, place of referral/linkage
24 services rendered, sex, birth date, and any additional demographics agreed to by CONTRACTOR and
25 COUNTY's DBH, as well as the Holistic Center's program calendar of events.

26 Payment shall be made by COUNTY in arrears, for services provided during the
27 preceding month, within forty (45) days after the date of receipt and verification by COUNTY of the
28 monthly invoicing.

1 **6. INDEPENDENT CONTRACTOR**

2 In performance of the work, duties, and obligations assumed by CONTRACTOR under
3 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
4 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
5 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
6 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have
7 no right to control or supervise or direct the manner or method by which CONTRACTOR shall
8 perform its work and function. However, COUNTY shall retain the right to administer this
9 Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
10 terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable
11 provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction
12 over matters which are directly or indirectly the subject of this Agreement.

13 Because of its status as an independent contractor, CONTRACTOR shall have
14 absolutely no right to employment rights and benefits available to COUNTY employees.
15 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
16 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
17 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
18 including compliance with Social Security, withholding, and all other regulations governing such
19 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
20 providing services to others unrelated to the COUNTY or to this Agreement.

21 **7. MODIFICATION**

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

24 Notwithstanding the above, minor changes, as determined by COUNTY's Department
25 of Behavioral Health Director or designee may be made with the written approval of COUNTY's
26 Department of Behavioral Health Director or designee and CONTRACTOR. Minor changes may
27 include, but are not limited to changes that will not significantly alter the services and responsibilities
28 identified in this Agreement, changes in addresses to which notices or invoices are to be sent. Any

1 changes to the services shall not result in any change to the maximum compensation.

2 Notwithstanding the above, changes to line items in the budgets, attached hereto as
3 Exhibit B, as appropriate, that do not exceed 10% of the total maximum compensation payable to
4 CONTRACTOR, may be made with the written approval of COUNTY's DBH Director or designee
5 and CONTRACTOR. Said budget line item changes shall not result in any change to the maximum
6 compensation amount payable to CONTRACTOR, as stated herein.

7 **8. NON-ASSIGNMENT**

8 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
9 duties under this Agreement without the prior written consent of the other party.

10 **9. SUB-CONTRACTORS/PARTNERS**

11 CONTRACTOR shall be responsible to the COUNTY for all services and deliverables
12 stated under this Agreement. CONTRACTOR in its Response to Proposal #17-072, identified local
13 agencies that it will partner with (Youth Centers of America, Stone Soup Daycare, in addition to
14 consultants and trainers as further identified in Exhibit A – Scope of Work and Exhibit B- Budgets)
15 to complete the services identified in this Agreement. Notwithstanding the aforementioned reference
16 to partners, it is understood by all parties that COUNTY shall hold CONTRACTOR responsible for
17 all services, reports, outcomes, etc as identified herein.

18 If CONTRACTOR should propose to subcontract with one (1) or more third parties to
19 carry out a portion of those services covered by this Agreement, any subcontract shall be in writing and
20 approved as to form and content by COUNTY's DBH Director, or designee prior to execution and
21 implementation. COUNTY's DBH Director or designee shall have the right to reject any such
22 proposed subcontract. An executed copy of any such subcontract shall be received by COUNY before
23 any implementation and shall be retained by COUNTY. CONTRACTOR shall be responsible to
24 COUNTY for the proper performance of any subcontract. Any subcontractor shall be subject to the
25 same terms and conditions that CONTRACTOR is subject to under this Agreement.

26 **10. HOLD-HARMLESS**

27 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
28 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,

1 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
2 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
3 agents or employees and Referred Practitioners (alternative healers) under this Agreement, and from
4 any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and
5 losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the
6 performance, or failure to perform, of CONTRACTOR, its officers, agents or employees and Referred
7 Practitioners (alternative healers) under this Agreement. In addition, CONTRACTOR agrees to
8 indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from
9 noncompliance herein on the part of the CONTRACTOR.

10 **11. INSURANCE**

11 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
12 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
13 following insurance policies throughout the term of this Agreement:

14 A. Commercial General Liability

15 Commercial General Liability Insurance with limits of not less than One Million
16 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
17 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
18 COUNTY may require specific coverage including completed operations,
19 product liability, contractual liability, Explosion, Collapse, and Underground
20 (XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of the Agreement.

21 B. Automobile Liability

22 Comprehensive Automobile Liability Insurance with limits for bodily injury of
23 not less than One Million Dollars (\$1,000,000) per person, One Million Dollars
24 (\$1,000,000) per accident and for property damages of not less than One
Hundred Thousand Dollars (\$100,000), or such coverage with a combined single
limit of One Million Dollars (\$1,000,000). Coverage should include owned and
non-owned vehicles used in connection with this Agreement.

25 C. Personal Property

26 CONTRACTOR shall maintain a policy of insurance for all risk personal property coverage which
27 shall be endorsed naming the County of Fresno as an additional loss payee. The personal property
28 coverage shall be in an amount that will cover property as discussed in Paragraph Eighteen (18) of this

1 Agreement.

2 D. Professional Liability

3 If CONTRACTOR employs licensed professional staff (*e.g.* Ph.D., R.N.,
4 L.C.S.W., L.M.F.T.) in providing services, Professional Liability Insurance with
5 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
6 Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR shall maintain
7 in full force and affect a policy or policies of professional liability insurance for a
8 period of not less than three years from the termination date of this agreement.

9 E. Worker's Compensation

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

12 CONTRACTOR shall obtain endorsements to the Commercial General Liability
13 insurance naming the County of Fresno, its officers, agents, and employees, individually and
14 collectively, as additional insured, but only insofar as the operations under this Agreement are
15 concerned. Such coverage for additional insured shall apply as primary insurance and any other
16 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be
17 excess only and not contributing with insurance provided under the CONTRACTOR's policies herein.
18 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
19 written notice given to COUNTY.

20 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
21 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
22 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,
23 Mental Health Services Act 3133 N. Millbrook Ave. Fresno, California 93703, Attention: Mental
24 Health Services Act, Holistic Center Program Contract Analyst stating that such insurance coverage's
25 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees
26 will not be responsible for any premiums on the policies; that such Commercial General Liability
27 insurance names the County of Fresno, its officers, agents and employees, individually and
28 collectively, as additional insured, but only insofar as the operations under this Agreement are
concerned; that such coverage for additional insured shall apply as primary insurance and any other
insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be
excess only and not contributing with insurance provided under the CONTRACTOR's policies herein;
and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days

1 advance, written notice given to COUNTY.

2 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
3 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
4 this Agreement upon the occurrence of such event.

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

8 **12. LICENSES/CERTIFICATES**

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

18 **13. REPORTS**

19 A. Monthly Reports CONTRACTOR shall submit to COUNTY's DBH by the
20 twentieth (20th) of each month all monthly activity and budget reports for the preceding month.
21 Activity reports shall include password protected roster identifying clients detailing at a minimum date
22 of service/visit, name, social security number, education services received, place of referral/linkage
23 services rendered, sex, birth date, and any additional demographics agreed to by CONTRACTOR and
24 COUNTY's Department of Behavioral Health, as well as the Holistic Center's program calendar of
25 events and upcoming activities.

26 In addition, CONTRACTOR shall also furnish to COUNTY such statements,
27 records, reports, data, and other information as COUNTY may request pertaining to matters covered
28 by this Agreement. In the event that CONTRACTOR fails to provide such reports or other

1 information required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly
2 payments until there is compliance. In addition, CONTRACTOR shall provide written notification
3 and explanation to COUNTY within five (5) days of any funds received from another source to
4 conduct the same services covered by this Agreement.

5 B. Monitoring CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's
6 DBH Director and the State Department of Health Care Services, or their designees, the right to
7 review and monitor records, program or procedures, at any time, in regard to participants of the
8 Holistic Center, as well as the overall operation of CONTRACTOR's program, in order to ensure
9 compliance with the terms and conditions of this Agreement.

10 **14. REFERENCES TO LAWS AND RULES**

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

14 **15. COMPLIANCE WITH STATE REQUIREMENTS**

15 CONTRACTOR recognizes that COUNTY operates its mental health programs under
16 an agreement with the State of California Department of Health Care Services, and that under said
17 agreement the State imposes certain requirements on COUNTY and its subcontractors.
18 CONTRACTOR shall adhere to all State Requirements, including those identified in Exhibit C "State
19 Mental Health Requirements", attached hereto and by this reference incorporated herein.

20 **16. DATA SECURITY**

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

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

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

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

9 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

16 C. COUNTY-Owned Computer Equipment

17 CONTRACTOR may not use COUNTY computers or computer peripherals on
18 non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer,
19 and/or designee(s).

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

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

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1 F. Confidential client information transmitted to one party by the other by means of
2 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
3 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

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

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

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

25 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
26 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,
27 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such
28 use or disclosure shall not violate the HIPAA, USC 1320d *et seq.* The uses and disclosures of PHI

1 may not be more expansive than those applicable to COUNTY, as the "Covered Entity" under the
2 HIPAA Privacy Rule (45 CFR 164.500 *et seq*), except as authorized for management, administrative
3 or legal responsibilities of the Business Associate.

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

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

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

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

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

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

28 F. CONTRACTOR shall report to COUNTY, in writing, any knowledge or

reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of Protected Information not permitted by this Agreement, and any breach of unsecured PHI of which it 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 COUNTY's Information Security Officer and Privacy Officer and COUNTY's DBH 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. 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. CONTRACTOR shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DBH 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 Behavioral Health HIPAA Representative (559) 453-4809 4441 E. Kings Canyon Fresno, CA 93702	County of Fresno Dept. of Public Health Privacy Officer (559) 445-3249 1221 Fulton Mall Fresno, CA 93721	County of Fresno Information Technology Services Information Security Officer (559) 600-5800 2048 N. Fine Ave Fresno, CA 93727
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G. CONTRACTOR shall make its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY, available to the United States Department of Health and Human Services upon demand.

H. Safeguards

CONTRACTOR shall implement administrative, physical, and technical safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of COUNTY; and to prevent access, use or disclosure of

1 PHI other than as provided for by this Agreement. CONTRACTOR shall develop and maintain a
2 written information privacy and security program that includes administrative, technical and physical
3 safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and
4 scope of its activities. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with
5 information concerning such safeguards.

6 CONTRACTOR shall implement strong access controls and other security safeguards
7 and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or
8 sensitive data to authorized users only. Said safeguards and precautions shall include the following
9 administrative and technical password controls for all systems used to process or store confidential,
10 personal, or sensitive data:

11 1. Passwords must not be:

- 12 a. Shared or written down where they are accessible or recognizable
13 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
14 b. A dictionary word; or
15 c. Stored in clear text

16 2. Passwords must be:

- 17 a. Eight (8) characters or more in length;
18 b. Changed every ninety (90) days;
19 c. Changed immediately if revealed or compromised; and
20 d. Composed of characters from at least three of the following four
21 groups from the standard keyboard:

- 22 1) Upper case letters (A-Z);
23 2) Lowercase letters (a-z);
24 3) Arabic numerals (0 through 9); and
25 4) Non-alphanumeric characters (punctuation symbols).

26 CONTRACTOR shall implement the following security controls on each workstation or
27 portable computing device (e.g., laptop computer) containing confidential,
28 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.

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

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.

I. Mitigation of Harmful Effects

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

J. Contractor's Subcontractors

CONTRACTOR shall ensure that any of its contractors, including subcontractors, if applicable, to whom CONTRACTOR provides PHI received from or created or received by CONTRACTOR on behalf of COUNTY, agree to the same restrictions and conditions that apply to 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..

K. Employee Training and Discipline

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 COUNTY under this Agreement and use or disclose PHI and discipline such employees who intentionally violate any provisions of these provisions, including termination of employment.

1 L. Termination for Cause

2 Upon COUNTY's knowledge of a material breach of these provisions by
3 CONTRACTOR, COUNTY shall either:

4 1. Provide an opportunity for CONTRACTOR to cure the breach or end the
5 violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the
6 violation within the time specified by COUNTY; or

7 2. Immediately terminate this Agreement if CONTRACTOR has breached a
8 material term of these provisions and cure is not possible.

9 3. If neither cure nor termination is feasible, the COUNTY Privacy Officer
10 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

11 M. Judicial or Administrative Proceedings

12 COUNTY may terminate this Agreement in accordance with the terms and
13 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a
14 criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2)
15 a finding or stipulation that the CONTRACTOR has violated a privacy or security standard or
16 requirement of the HITECH Act, HIPAA; or other security or privacy laws in an administrative or
17 civil proceeding in which the CONTRACTOR is a party.

18 N. Effect of Termination

19 Upon termination or expiration of this Agreement for any reason,
20 CONTRACTOR shall return or destroy all PHI received from COUNTY (or created or received by
21 CONTRACTOR on behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall
22 retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend
23 the protections of these provisions to such information, and limit further use of such PHI to those
24 purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI
25 that is in the possession of subcontractors or agents, if applicable, of CONTRACTOR. If Contractor
26 destroys the PHI data, a certification of date and time of destruction shall be provided to the COUNTY
27 by CONTRACTOR.
28

1 O. Disclaimer

2 COUNTY makes no warranty or representation that compliance by
3 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
4 adequate or satisfactory for CONTRACTOR's own purposes or that any information in
5 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be
6 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely
7 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

8 P. Amendment

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

18 Q. No Third-Party Beneficiaries

19 Nothing express or implied in the terms and conditions of these provisions is
20 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
21 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
22 liabilities whatsoever.

23 R. Interpretation

24 The terms and conditions in these provisions shall be interpreted as broadly as
25 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws.
26 The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved
27 in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
28

1 S. Regulatory References

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

4 T. Survival

5 The respective rights and obligations of CONTRACTOR as stated in this Section
6 shall survive the termination or expiration of this Agreement.

7 U. No Waiver of Obligations

8 No change, waiver or discharge of any liability or obligation hereunder on any
9 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation,
10 or shall prohibit enforcement of any obligation on any other occasion.

11 **18. EQUIPMENT**

12 A. All purchases over Five Thousand and No/100 Dollars (\$5,000.00) including sales
13 tax, and certain purchases under said amount such as cameras, televisions, VCRs/DVDs and other
14 sensitive items, made during the life of this Agreement with funds paid pursuant to this Agreement and
15 that will outlive the life of this Agreement, shall be identified as fixed assets with an assigned Fresno
16 County Inventory Numbers. All fixed assets shall be reported to COUNTY utilizing Exhibit D "Fixed
17 Assets and Sensitive Items Tracking Form", attached hereto and by this reference incorporated herein.
18 These fixed assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is
19 terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual
20 inventory of all COUNTY fixed assets and shall be physically present when fixed assets are returned to
21 COUNTY possession at the termination or expiration of this Agreement. CONTRACTOR is
22 responsible for returning to COUNTY all COUNTY owned fixed assets at the expiration or termination
23 of this Agreement.

24 CONTRACTOR further agrees to the following:

- 25 1. To maintain all items of capital equipment in good working order and
26 condition, normal wear and tear excepted; and
27 2. To label all items of capital equipment, to perform periodic inventories as
28 required by COUNTY and to maintain an inventory list showing where and how the capital equipment is

1 being used in accordance with procedures developed by COUNTY. All such lists shall be submitted to
2 COUNTY within ten (10) days of any request therefore.

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

6 4. CONTRACTOR shall maintain a policy of insurance for all risk personal
7 property coverage which shall be endorsed naming the County of Fresno as an additional loss payee.

8 B. The purchase of any capital equipment over Five Thousand and No/Dollars
9 (\$5,000.00) by CONTRACTOR with funds provided hereunder shall require the prior written approval
10 of COUNTY's DBH Director or designee, shall fulfill the provisions of this Agreement as appropriate
11 and must be directly related to CONTRACTOR's services or activity under the terms and conditions of
12 this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from capital
13 equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been
14 obtained from COUNTY's DBH Director or designee.

15 C. CONTRACTOR must obtain prior written approval from COUNTY's DBH
16 whenever there is any modification or change in the use of any property acquired or improved, in whole
17 or in part, using MHSA funds. If any real or personal property acquired or improved with MHSA funds
18 is sold and/or is utilized by CONTRACTOR for a use which does not qualify under the MHSA
19 program, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market
20 value of the property, less any portion thereof attributable to expenditures of non-MHSA funds. These
21 requirements shall continue in effect for the life of the property. In the event the MHSA program is
22 closed out, the requirements for this Section shall remain in effect for activities or property funded with
23 MHSA funds, unless action is taken by the State government to relieve COUNTY of these obligations.

24 D. The terms and conditions described in this Section are not applicable to the leasing
25 of vehicles by CONTRACTOR with the funds provided under this Agreement.

26 **19. NON-DISCRIMINATION**

27 During the performance of this Agreement CONTRACTOR shall not unlawfully
28 discriminate against any employee or applicant for employment, or recipient of services, because of

1 race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age
2 or gender, pursuant to all applicable State of California and Federal statutes and regulations.

3 **20. CULTURAL COMPETENCY**

4 As related to Cultural and Linguistic Competence CONTRACTOR shall comply with
5 the following requirements:

6 A. CONTRACTOR shall be required to ensure compliance with Title 6 of the
7 Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R Part 80) and Executive Order
8 12250 of 1979 which prohibits recipients of federal financial assistance from discriminating against
9 persons based on race, color, national origin, sex, disability or religion. This is interpreted to mean
10 that a limited English proficient (LEP) individual is entitled to equal access and participation in
11 federally funded programs through the provision of comprehensive and quality bilingual services.

12 B. CONTRACTOR shall develop and implement policies and procedures for
13 ensuring access and appropriate use of trained interpreters and material translation services for all
14 LEP consumers, including, but not limited to, accessing the cultural and linguistic needs of its
15 consumers, training of staff on the policies and procedures, and monitoring its language assistance
16 program. CONTRACTOR procedures must include ensuring compliance of any sub-contracted
17 providers with these requirements

18 C. CONTRACTOR agrees that minors shall not be used as interpreters

19 D. CONTRACTOR shall be required to conduct and submit to County an annual
20 cultural and linguistic needs assessment to promote the provision and utilization of appropriate
21 services for its diverse consumer population. The needs assessment report shall include findings and
22 a plan outlining the proposed services to be improved or implemented as a result of the assessment
23 findings, with special attention to addressing cultural and linguistic barriers and reducing racial,
24 ethnic, language, abilities, and gender and age disparities.

25 E. CONTRACTOR shall develop internal systems to meet the cultural and
26 linguistic needs of the vendor's consumer census including the incorporation of cultural competency
27 in the mission; establishing and maintaining a process to evaluate and determine the need for special
28

1 – administrative, clinical, welcoming, billing, etc. – initiatives related to cultural competency as
2 appropriate.

3 F. CONTRACTOR shall develop recruitment and retention initiatives to establish
4 contracted program staffing that is reflective and responsive to the needs of the program and target
5 population.

6 CONTRACTOR shall establish a designated staff person to coordinate and facilitate
7 the integration of cultural competency guidelines and attend the Fresno County Department of
8 Behavioral Health Cultural Competency Committee monthly meetings. The designated person will
9 provide an array of communication tools to distribute information to staff relating to cultural
10 competency issues.

11 G. CONTRACTOR shall keep abreast of evidence-based and best practices in
12 cultural competency in mental health care and services to ensure that the CONTRACTOR maintains
13 current information and external perspective in its policies. CONTRACTOR shall evaluate the
14 effectiveness of strategies and programs in improving the health status of cultural-defined
15 populations.

16 H. CONTRACTOR shall make sure that an assessment of a consumer's sexual
17 orientation is included in the bio-psychosocial intake process as appropriate. CONTRACTOR staff
18 shall assume that the populations served may not be in heterosexual relationships. Gender
19 sensitivity and sexual orientation (LGBTQ) must be covered in annual training.

20 I. CONTRACTOR staff may utilize community supports, referrals to transgender
21 support groups, etc., when appropriate.

22 J. Community resources include not only mental health and co-occurring
23 disorders professionals and provider agencies, but also social, religious and cultural organizations
24 and other natural community support networks.

25 K. CONTRACTOR is required to annually attend the Cultural Competence,
26 Compliance, Billing, and Documentation training provided by the COUNTY's Department of
27 Behavioral Health.

1 L. CONTRACTOR shall report its efforts to evaluate cultural and linguistic
2 activities as part of the vendor's ongoing quality improvement efforts in the monthly activities
3 report. Reported information may include consumer's complaints and grievances, results from
4 consumer satisfaction surveys, and utilization and other data that may reveal health disparities as a
5 result of cultural and linguistic barriers.

6 M. CONTRACTOR staff shall be recruited and hired that have demonstrated
7 experience working with culturally and linguistically underserved minority populations and have
8 knowledge about the culture and languages of these intended groups as well as other diverse
9 communities.

10 **21. ENGLISH PROFICIENCY**

11 CONTRACTOR shall provide interpreting and translation services to persons
12 participating in CONTRACTOR's services who have limited or no English language proficiency,
13 including services to persons who are deaf or blind. Interpreter and translation services shall be
14 provided as necessary to allow such participants meaningful access to the programs, services and
15 benefits provided by CONTRACTOR. Interpreter and translation services, including translation of
16 CONTRACTOR's "vital documents" (those documents that contain information that is critical for
17 accessing CONTRACTOR's services or are required by law) shall be provided to participants at no
18 cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or
19 partners who interpret or translate for a program participant, or who directly communicate with a
20 program participant in a language other than English, demonstrate proficiency in the participant's
21 language and can effectively communicate any specialized terms and concepts peculiar to
22 CONTRACTOR's services.

23 **22. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

24 To the extent necessary to prevent disallowance of reimbursement under Section
25 1861(v) (1) (1) of the Social Security Act, (42 U.S.C. § 139x, subd. (v)(1){1}), until the expiration of
26 four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make
27 available upon written request of the Secretary of the United States Department of Health and Human
28 Services, or upon request of the Comptroller General of the United States General Accounting Office,

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

13 **23. SINGLE AUDIT CLAUSE**

14 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars
15 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to
16 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth
17 in Office of Management and Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit
18 and management letter to COUNTY. The audit must include a statement of findings or a statement
19 that there were no findings. If there were negative findings, CONTRACTOR must include a
20 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to
21 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be
22 delivered to COUNTY's DBH Business Office for review within nine (9) months of the end of any
23 fiscal year in which funds were expended and/or received for the program. Failure to perform the
24 requisite audit functions as required by this Agreement may result in COUNTY performing the
25 necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said
26 audit, or, may result in the inability of COUNTY to enter into future agreements with
27 CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of
28 CONTRACTOR.

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

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

19 **24. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

20 CONTRACTOR is required to disclose if any of the following conditions apply to
21 them, their owners, officers, corporate managers and partners:

22 A. Within the three-year period preceding the Agreement award, they have been
23 convicted of, or had a civil judgment rendered against them for:

- 24 1. Fraud or a criminal offense in connection with obtaining, attempting to
25 obtain, or performing a public (federal, state, or local) transaction or contract under a public
26 transaction;
 - 27 2. Violation of a federal or state antitrust statute;
- 28

1 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of
2 records; or

3 4. False statements or receipt of stolen property.

4 B. Within a three-year period preceding their Agreement award, they have had a
5 public transaction (federal, state, or local) terminated for cause or default.

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

13 CONTRACTOR must sign an appropriate "Certification Regarding Debarment,
14 Suspension, and Other Responsibility Matters – Primary Covered Transactions", Exhibit E, attached
15 hereto and by this reference incorporated herein. Additionally, CONTRACTOR must immediately
16 advise the County in writing if, during the term of the agreement: (1) CONTRACTOR becomes
17 suspended, debarred, excluded or ineligible for participation in federal or state funded programs or
18 from receiving federal funds as listed in the excluded parties list system (<http://www/eplis.gov>); or (2)
19 any of the above listed conditions become applicable to CONTRACTOR. The CONTRACTOR will
20 indemnify, defend and hold the COUNTY harmless for any loss or damage resulting from a conviction,
21 debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding
22 Debarment, Suspension, and Other Responsibility Matters.

23 **26. PROHIBITION ON PUBLICITY**

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

1 when approved in advance by COUNTY's DBH Director or designee and at a cost to be provided in
2 Exhibit B as appropriate, attached hereto, for such items as written/printed materials, the use of media
3 (i.e., radio, television, newspapers) and any other related expense(s).

4 **27. SELF DEALING**

5 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
6 for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR
7 changes its status to operate as a corporation.

8 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
9 transactions that they are a party to while CONTRACTOR is providing goods or performing services
10 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
11 is a party and in which one or more of its directors has a material financial interest. Members of the
12 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing
13 and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit F) and submitting it to the COUNTY
14 prior to commencing with the self-dealing transaction or immediately thereafter."

15 **28. AUDITS AND INSPECTIONS**

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

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

25 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal
26 review process and comply with all final determinations rendered by the COUNTY's fiscal review
27 process. If COUNTY reaches an adverse decision regarding CONTRACTOR's services to
28 consumers, it may result in the disallowance of payment for services rendered; or in additional

controls to the delivery of services, or in the termination of this Agreement, at the discretion of COUNTY's DBH Director or designee. If as a result of COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's deficiency, CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the discretion of COUNTY's DBH Director or designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes, decisions and actions.

30. NOTICES

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

COUNTY

Director, Fresno County
Department of Behavioral Health
4441 E. Kings Canyon Road
Fresno, CA 93702

CONTRACTOR

Executive Director
Fresno Center for New Americans
4879 E. Kings Canyon Road
Fresno, CA 93727

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

31. GOVERNING LAW

The parties agree that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

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

32. ENTIRE AGREEMENT


This Agreement including all Exhibits, the Revised RFP 17-072 and CONTRACTOR's response constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals and commitments of any nature whatsoever unless expressly included in this Agreement.

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

3
4 **CONTRACTOR**
5 **FRESNO CENTER FOR NEW AMERICANS**

COUNTY OF FRESNO

6 By  _____

By  _____
Chairman, Board of Supervisors

8 Print Name: Ghia Joe Lee

9 Title: President
Chairman of the Board, or
10 President, or any Vice President

Date: 6-20-17

11 BERNICE E. SEIDEL, Clerk
12 Board of Supervisors

13 By  _____

14 Print Name: Pai Yang

By Susan Bishop, Deputy

15 Title: Secretary
16 Secretary (of Corporation), or
17 any Assistant Secretary, or
18 Chief Financial Officer, or
any Assistant Treasurer

19
20 Mailing Address:
21 Fresno Center for New Americans
22 4879 E. Kings Canyon Road
23 Fresno, CA 93727
Phone No.: (559) 255-8395
Contact: Executive Director

24 **PLEASE SEE ADDITIONAL**
25 **SIGNATURE PAGE ATTACHED**

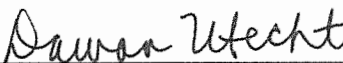
1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By 

6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9
10 By 

12 REVIEWED AND RECOMMENDED
13 FOR APPROVAL:

14
15 By 
16 DAWAN UTECHT, Director
17 Department of Behavioral Health

22 Fund/Subclass: 0001/10000
23 Organization: 56304782
24 Account/Program: 7295

	FY 17/18	FY 118/19	FY 19/20	FY 20/21	FY 21/22
	\$896,719	\$896,719	\$896,719	\$896,719	\$896,719

**Mental Health Services Act (MHSA)
Holistic Cultural and Education Wellness Center (Holistic Center)**

SCOPE OF WORK

ORGANIZATION: Fresno Center for New Americans

ADDRESS: 4879 E. Kings Canyon Road
Fresno, CA 93727

SITE ADDRESS: Permanent site (Main):
CONTRACTOR shall provide services at 4879 E. Kings Canyon Road Fresno, CA, 93727, serving primarily Southeast Fresno participants

- Satellite sites: Two (2) satellite sites shall be opened for services provided by the Holistic Center upon Agreement execution.
- Lowell Site Location – 108 N. Poplar, Fresno Ca., serving primarily west Fresno participants.
- East Fresno County Site Location – 580 Tulare Street, Parlier, Ca. serving primarily rural East Fresno County participants.

SERVICES: **The Holistic Center contributes to learning of complementary holistic healing practices, with learning goals of increased mental health awareness, reduced stigma/discrimination, increased program capacity and the promotion of wellness and recovery through a developed process that links clients to complementary /non-traditional healers within the diverse cultural communities of Fresno County.**

AGREEMENT PERIOD July 1, 2017 to June 30, 2020, with two additional twelve month renewal periods

AGREEMENT	\$ 896,719	FY 2017-18
	\$ 896,719	FY 2018-19
	\$ 896,719	FY 2019-20
	\$ 896,719	FY 2020-21
	\$ 896,719	FY 2021-22

CONTRACT MAXIMUM \$4,438,495

Schedule of Services

CONTRACTOR'S staff shall be available at a minimum to operate the Holistic Center from 8am to 5pm, five days per week, not including Holidays

Service hours for the main Holistic Center site will be as follows:

Monday through Friday: 8AM to 5PM
Evenings, Saturdays and Sundays: as needed

Service hours for satellite sites will be as follows:

Monday-Friday: 8AM to 5PM
Evenings, Saturdays and Sundays: as needed

CONTRACTOR(S) shall not provide services during any of the eleven (11) COUNTY observed holidays in each calendar year as follows:

New Year Holiday
Martin Luther King, Jr. Holiday
President's Day
Cesar Chavez
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Day after Thanksgiving Day
Christmas

Periodically, as circumstances warrant, the Department of Behavioral Health and CONTRACTOR shall revisit the schedule of services to ensure client needs are being met with the current dates and hours of service.

Mission

Our mission is to empower individuals and families to live a well-balanced life in mind, body, and spirit.

Vision:

We envision that our center will bring together diverse groups of people and cultures who will teach and support one another to achieve overall holistic mental health wellness and recovery.

Target Population

Fresno County residents who are unserved and underserved including but not limited to people who are Native American, Southeast Asian/Asian, African American, Hispanic/Latino, Punjabi, veterans, individuals experiencing job loss, new mothers, non-Heterosexual, and other underserved community populations as well as individuals facing depression, anxiety, and suicidal thoughts and/or individuals seeking to learn **complementary** methods that promote wellness and recovery.

Project Description

The Holistic Center is a non-treatment innovative program designed to promote the wellness and recovery of clients based on a complementary/non-traditional holistic practices. This innovative concept incorporates spiritual and cultural approaches to wellness and recovery in a natural and welcoming community setting to the unserved, underserved and/or inappropriately served cultural communities. The Holistic Center is designed to promote opportunities that support the wellness of the 'whole person' while complementing traditional clinical treatment methods. Other services provided by the Holistic Center may include traditional outreach, linkage and referral to community-based services, educational opportunities, and stigma reduction activities. The Holistic Center is a safe, welcoming place where the various cultures of the County of Fresno are represented.

Scope of Work

Services to be performed by Contractor shall include the following: Contractor shall be responsible for all services provided under this Agreement. In order to fulfill its requirements under this Agreement, Contractor shall create partnerships with local agencies/partners, in addition to consultants and other trainers to complete the scope of services identified in this Agreement.

Services

In accordance with the Innovation Work Plan for the Holistic Cultural Education Wellness Center (Holistic Center), the Holistic Center will promote learning and shall ensure education activities and services contribute to learning, which is one of the key components of MHSA Innovation programming. MHSA Innovation Guidelines and Principals state learning must be measured to determine the effectiveness of education in relation to the client's wellness and recovery. Therefore, the Holistic Center has developed "Learning Goals" which are directly related to the original Holistic Cultural Education Wellness Center Innovation Work Plan, designed to demonstrate and measure the impact of services provided at the Holistic Center. The Learning Goals are listed and described in more detail within this document and are a required service of this Agreement.

The Holistic Center shall form and maintain an Advisory Council consisting of representative members of the community. The Advisory Council provides recommendations on the type of services to be offered, program design and policy development of the Holistic Center under the guidance of the Department of Behavioral Health. The Holistic Center and the Advisory Council will continue to select and incorporate Complementary/Non-Traditional Holistic Healers from the community, using the developed Policy & Procedure Guide (PPG) which will allow for the Holistic Center to provide a client with a list of local Holistic Healers, if a client seeks complementary healing practices.

Participant Record Management System

The Holistic Center shall develop, implement and maintain an electronic record management system that collects participant data related to educational and learning activities that allow for the evaluation of participant's learning experience at the Holistic Center. The system must also allow the Holistic Center to remain connected to participants that are referred or linked to other services, in order to learn of the outcome of the referral and the impact upon the participant. The Holistic Center will work with COUNTY to develop an electronic system that is compatible with COUNTY's AVATAR client systems.

Education / Learning / Training Activities

The Holistic Center will provide education opportunities regarding complementary/holistic options, and accessibility to services for targeted populations who can benefit and utilize the skills of Cultural Brokers. These holistic approaches may incorporate spiritual and cultural approaches to wellness, recovery and resiliency. Education and awareness will also be inclusive of available services such as 'traditional mental health' to demonstrate the collaboration and connection between 'traditional' and 'non-traditional' services.

Training and education opportunities are provided to Cultural Brokers of the Holistic Center, so that linkage to and referral of a participant to a traditional or Western clinical based provider is available if desired. Training and ongoing education for staff and the community are vital to the program to ensure: services are delivered and received in a culturally sensitive manner; that current and relative information about mental illness and available resources is shared to reduce stigma associated with mental illness; and to intervene early with individuals/families to prevent and/or minimize the impact of mental illness. The diversity of educational opportunities and learning activities at the Holistic Center will be intended to increase the general public's awareness of mental health, thereby reducing stigma associated with mental illness.

Outreach

The objective of outreach is to identify populations currently receiving little or no service. The Holistic Center will outreach to these populations to engage currently unserved, underserved, and/or inappropriately served individuals with the intent of providing service or increasing access to available service. In this capacity the Holistic Center staff functions as the first link in the chain to ultimately connect individuals to wellness and recovery, and/or traditional mental health wellness and recovery services through a collaborative effort with other support service agencies and county entities.

Linkage and Referral

The Holistic Center will provide client linkage or referral to practitioners of holistic healing and other non-traditional healing practitioners. The Holistic Center will also refer and link clients to the Department of Behavioral Health and/or other community-based mental health agencies for traditional clinical treatment.

Cultural Brokers can encourage client's attendance, participation, and access to services. Linkage to traditional Western clinical-based practices will increase access to non-traditional and/or traditional mental health services as well as other community-based mental health services.

Multi- Year Participant Research

The Holistic Center shall conduct research related to the impact of services provided to participants. The Holistic Center shall clearly identify the sample group and define how the sample group will be utilized in research efforts over the term of this Agreement. Research efforts must be performed with evidence-based tools that allow for tracking of the sample population.

Learning Goal 1 To gain a better understanding of /holistic treatment methods used and trusted by many un-served and underserved members of the community		
Objectives	Outcomes	Measurement Tools
1 To provide educational activities related to healing practices which focus on holistic approaches to wellness and recovery. <i>(Support Groups & Activities)</i>	Holistic Center will conduct and/or host ongoing educational activities addressing holistic healing practices in the various underserved/un-served communities benefiting (500 Participants/Month)	Activity Satisfaction Survey Workshop Satisfaction Survey Pre-Post Questionnaires Demographics
2 To provide education related to behavioral health and physical health service integration <i>(Mindful Body Movement)</i>	500 Participants/Month will benefit from behavioral health and physical health service integration programs	Activity Satisfaction Survey Pre/Post Questionnaires Demographics

3	To provide educational activities related to holistic approaches to wellness and recovery.. <i>(Complementary Healers Workshop, and Cross Cultural Education Workshops</i>	Holistic Center Staff and County Staff will receive 10 trainings to better understand complementary healing practices and cultural practices/beliefs related to mental health.	Workshop Satisfaction Survey Pre/Post Questionnaires Demographics
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Learning Goal 2

The program will monitor and track the success of the wellness and recovery practices by partnering closely with /holistic practitioners and those individuals that seek /holistic treatment methods

	Objectives	Outcomes	Measurement Tools
1.	To identify and recruit diverse holistic practitioners to engage in Holistic Center activities.	10 Holistic practitioners (per year) will engage in Holistic Center educational activities and serve as referral sources for clients each year	Number of Holistic practitioners utilizing the Holistic Center and the progress of referred clients.
2.	To develop a List of Complementary/Non-Traditional Practitioners.	6 new Holistic practitioners (per year) will be added to the Complementary Healers Directory utilizing the Complementary Healer application process for a total of 25 for the first year.	Number of Holistic practitioners included in the Complementary Healers Directory.
3.	Cultural Brokers will refer/link clients/clients to both traditional and non-traditional mental health services (Referral and Linkage Services).	100 clients (per year) will be linked/referred to traditional mental health or Holistic practitioners, or holistic therapeutic activities	An initial assessment of a client's issues will be conducted prior to referral. Follow – ups will be conducted after each referral to assess clients' emotional status and satisfaction of service(s) received.

Learning Goal 3

Various community groups will gain a better understanding of the signs and symptoms of mental illness which will assist in reducing the stigma of mental illness within the community.

Objectives		Outcomes	Measurement Tools
1.	Conduct Mental Health First Aid Training Classes	60 participants (per year) participants will be certified in Mental Health First Aid	Knowledge based test upon completion of course required for certification.
2.	Outreach Activities Cultural Brokers will conduct outreach to the underserved/un-served communities in Fresno County	Holistic Center will conduct 10 community events (per year) and will partner with 12 organizations per year to raise awareness of signs and symptoms to assist in reducing stigma related to mental health	Facebook Page – tracking engagement/reach per month Web Site – track frequency (counts) of visits Distribution of brochures — at designated faith-based and community-based sites. Numbers of partnerships Number on sign-in sheets
3.	Mental Health Workshops/Activities	Quarterly workshops/activities (per year) in rural areas regarding various behavioral health topics	Workshop Satisfaction Survey Pre/Post Questionnaires Demographics

In addition to fulfilling the Learning Goals, CONTRACTOR shall provide the following:

- Shall provide educational services, learning activities and referral/linkage to approximately 24,000 participants, family, County staff and community members annually.
- Shall form and maintain an Advisory Council consisting of representative members of the community.
- Shall ensure The Holistic Center is a neutral place that acts as a link between clinically based Western practices and cultural holistic approaches.

- Shall, on an annual basis, provide its' Cultural Brokers, holistic healers, cultural representatives, and staff training to identify signs of mental illness.
- Shall identify and engage practitioners of holistic approaches to wellness and recovery to participate in the activities at The Holistic Center. In the first year of the Agreement CONTRACTOR shall provide a minimum of 25 Holistic Healers and increase Healers by 6 each year thereafter during the term of this Agreement. Holistic Healers shall be reputable and vetted by respective community standards; additionally Holistic Healers shall be added to the existing list of approved Holistic Healers available to participants.
- Shall provide to the COUNTY's Department of Behavioral Health, in advance, all activities and schedules of the Holistic Center.
- Shall follow the recommendations of the Holistic Center Advisory Council if aligned with program outcomes.
- Shall appoint and maintain a supervisor for the Holistic Center whose qualifications shall include but not be limited to a degree in Behavioral Health Science or a related degree acceptable to the COUNTY's Department of Behavioral Health and experience working in mental health programs. The program manager/supervisor shall be a mental health staff person with mental health background.
- Shall ensure the Holistic Center provides a welcoming environment in which all cultures of Fresno County are represented.
- Shall utilize Cultural Brokers who will share their experiences with other cultures, the Department of Behavioral Health, and those who visit the Holistic Center.
- Shall communicate with the Department of Behavioral Health, Holistic Center Staff Analyst if hours of operation or other requirements are not meeting the needs of the target population.
- Shall provide services in a de-stigmatized environment while avoiding treatment practices at the Holistic Center. CONTRACTOR may refer consultations to spiritual leaders, complementary healers, and clinically based providers.
- Shall provide, to County staff and other contracted staff, education and training related to holistic practices.
- Shall, with Advisory Council approval, recruit Holistic healers, spiritual leaders to provide education and activities at the Holistic Center.
- Shall collaborate with the Fresno County Cultural Competency Committee to expand COUNTY's approved Complementary Holistic Healer Resource List.

PROGRAM OUTCOMES

During the term of the Agreement, CONTRACTOR shall provide the following:

- Shall implement a satisfaction survey. At a minimum, eighty percent (80%) of Holistic Center participants will report satisfaction with the services they receive.
- Shall identify services provided to consumers on a monthly basis.
- Shall identify cultural and linguistic barriers to the behavioral health system and report such to COUNTY.
- Shall ensure activities and services at the Holistic Center contribute to learning. Contribution to learning is one of the key components to Innovation projects.
- Shall develop, implement, maintain and put into place a measurable system for identifying best practices learned from this Holistic Center. This system must describe how the Holistic Center was developed, implemented, monitored, and how it can be duplicated/replicated in future projects in other locations based on the outcomes of the Holistic Center as a learning project. Therefore a report needs to be provided to the COUNTY's Department of Behavioral Health within thirty (60) days of the end of the contract term with a Holistic Center new model of service recommendation based on the Holistic Center's performance and how the Holistic Center can be replicated. This requirement is in addition to the required monthly program reports of the Holistic Center implementation activities/outcomes stated in this Agreement.
- Shall increase access to behavioral health and related services.
- Ensure all services be client and family driven.
- Shall promote wellness, recovery, and resilience.

Other Outcome Measurements to include-

Individual:

- Increased knowledge of risk and resilience/protective factors
- Increase overall mental health awareness in the community
- Overcome individual culture-based stigmas related to mental illness and mental health concerns
- Develop coping skills and build resiliency
- To facilitate identification of early signs of mental illness for linkages to timely interventions and treatment

Program/System:

- Increase in number the programs and activities that are directed at un-served and underserved cultural, ethnic, racial, and linguistic communities
- Increase in number of individuals/families who receive holistic approaches and services and who are from underserved and un-served cultural, ethnic, racial, and linguistic communities, including rural areas of Fresno County

Long Term Community:

- Increased cultural competency and understanding that there is no one-size-fits-all model for delivery of holistic complementary services/strategies for behavioral health
- Reduced stigmatizing attitudes towards mental health illness
- Reduced discrimination against those with mental illness within and across diverse cultural populations
- Increased access to holistic education and linkage for underserved and un-served cultural, ethnic, racial, and linguistic communities

Fresno Center for New Americans

2017 - 2018 CONTRACT PERIOD

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 1 Program Director	1.00		\$65,004	\$65,004
0002 1 Cultural Broker II/ Training Coordinator	1.00		\$42,000	\$42,000
0003 4 Cultural Brokers II	4.00		\$152,400	\$152,400
0004 3 Cultural Brokers I	3.00		\$105,048	\$105,048
0005 1 Childcare Provider	0.50		\$14,562	\$14,562
0006 1 Healing Gardner	0.75		\$20,277	\$20,277
0007 Health Information Data Associate	0.50		\$15,000	\$15,000
SALARY TOTAL	10.75	\$0	\$414,291	\$414,291
PAYROLL TAXES:				
0030 OASDI @ first \$7,000 X 6.2% X 10.75 FTE				\$4,666
0031 FICA/MEDICARE @ total salary X 7.65%				\$31,693
0032 SUI @ first \$7,000 X .06%				\$452
PAYROLL TAX TOTAL		\$0	\$0	\$36,810
EMPLOYEE BENEFITS:				
0040 Retirement @ total salary X 3%				\$12,429
0041 Workers Compensation @ total salary X 1.5%				\$6,214
0042 Health Insurance (medical, vision, life, dental) @ \$530/month x 10.75 EFT x 12 months				\$68,370
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$87,013
SALARY & BENEFITS GRAND TOTAL				\$538,114
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$65,472
1011 Rent/Lease Equipment				\$6,996
1012 Utilities				\$10,200
1013 Building Maintenance				\$2,580
1014 Equipment purchase				\$1,000
FACILITY/EQUIPMENT TOTAL				\$86,248
OPERATING EXPENSES:				
1060 Telephone				\$4,200
1061 Postage				\$360
1062 Printing/Reproduction				\$1,200
1063 Publications				\$1,200

Fresno Center for New Americans

2017 - 2018 CONTRACT PERIOD

1064	Legal Notices/Advertising	\$3,600
1065	Office Supplies & Equipment	\$4,080
1066	Household Supplies	\$0
1067	Program Supplies	\$12,000
1068	Transportation of Clients	\$2,040
1069	Training, Meeting and Workshop Supplies	\$5,000
1070	Staff Mileage/vehicle maintenance	\$3,024
1071	IT Support	\$9,600
1072	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$46,304

Fresno Center for New Americans

2017 - 2018 CONTRACT PERIOD

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$12,000
1082	Liability Insurance	\$4,000
1083	Administrative Overhead	\$89,000
1084	Payroll Services	\$1,800
FINANCIAL SERVICES TOTAL		\$106,800

SPECIAL EXPENSES

1090	Stipend	\$2,000
1091	Consultant	\$6,000
SPECIAL EXPENSES TOTAL		\$8,000

FIXED ASSETS:

1190	Computers & Software	\$5,000
1191	Furniture & Fixtures	\$2,000
1192	Expert Training	\$12,000
1193	Subcontract to YCA	\$35,000
1194	Subcontract to Stone Soup Daycare	\$45,253
1195	Evaluation	\$12,000
FIXED ASSETS TOTAL		\$111,253

TOTAL PROGRAM EXPENSES \$896,719

OTHER REVENUE:

4000		
4100		
4200		
4300		
4400		
4500		
OTHER REVENUE TOTAL		\$0

MHSA FUNDS:

5100	Community Services & Supports: General Service Delivery Funds	\$0
MHSA FUNDS TOTAL		\$0
TOTAL PROGRAM REVENUE		\$0

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2017- 2018 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

PROGRAM EXPENSES**Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042**

- **One Program Director @ \$5,417/mon. x 12 months x 100% FTE=\$65,004.** The Program Director will oversee the overall development and management of the Holistic Center, Satellite Sites, and its staff.
- **One Cultural Broker II/Training Coordinator @ \$3,500/month. x 12 months x 100% FTE = \$42,000.** The Cultural Brokers II/Training Coordinator will be responsible for planning and directing activities related to Holistic Center culturally competent center (Holistic Center and Satellite Sites) as it relates to alternative healing education, referral, linkage, and related services. They will also have a supervisory role of the other Cultural Broker 1 .
- **Four Cultural Brokers II @ \$3,175/month x 12 months x 100% FTE x 4 staff= \$152,400.** The Cultural Broker II is a more experienced Broker with over 2 years of working in the Holistic Center. Broker II will be responsible for planning and directing activities related to Holistic Center culturally competent center (Holistic Center) as it relates to alternative healing education, referral, linkage, and related services. The Cultural Broker II will also work directly with different ethnic groups and communities to provide services and resources.
- **Three Cultural Brokers I @ \$2,918/month x 12 months x 100% FTE x 3 staff= \$105,048.** The Cultural Broker I will be responsible for planning and directing activities related to Holistic Center culturally competent center (Holistic Center) as it relates to alternative healing education, referral, linkage, and related services.
- **One Childcare Provider @ \$2,427/month x 12 months x 50% FTE x 1 staff = \$14,562.** The childcare provider will be part-time and work at the holistic center work with the children's of clients during Holistic activities.
- **One Healing Gardner @ \$2,253/month x 12 months x 75% FTE = \$20,277.** The Healing Gardner is in charge of maintenance of the Healing Garden at the Holistic Center.
- **One Health Information Data Associate @ \$2,500/month x 12 months x 50% FTE= \$15,000.** The Health Information Data Associate is responsible for providing a support role to the Program Director and Staff at the Holistic Center and ensuring that client information are properly stored and safeguarded. This associate will be trained with the county's "Avatar" system.

In addition, the cost of payroll taxes and employee benefits are budget at \$123,823 to pay for OSADI, FICA/MEDICARE, SUI, Retirement, Worker's Compensation and Health Insurance (Medical, Vision, Life, Dental).

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2017- 2018 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

(\$538,114)

Facilities/Equipment Expenses – Line Items 1010-1014

• **RENT/LEASE BUILDING**

Main Holistic Center site and Satellite sites cost are estimated @ 4,400 sq. ft @ \$1.24/sq.ft. x 12 months= \$65,472 annually.

• **RENT/LEASE EQUIPMENT**

Lease copy machines cost is estimated @ \$583/month x 12 months= \$6,996 annually.

• **UTILITIES**

Utilities cost is estimated @ \$850/month x 12 months= \$10,200 annually.

• **BUILDING MAINTENANCE**

Janitorial services, pest control and other maintenance cost @ \$215/month x 12 months = \$2,580 annually.

• **Equipment Purchase**

Purchasing new vacuum and hardwood floor steam cleaner estimated @ \$1,000 annually.

(\$86,248)

Operating Expenses - Line Items 1060-1077

Local, long distance, internet & cell phone services cost @ \$350/month x 12 months = \$4,200 annually.

• **POSTAGE**

Postage & delivery @ \$30/month x 12 months= \$360 annually.

• **PRINTING/REPRODUCTION**

In house printing, business cards, flyers, & brochures, etc. cost @ \$100/month x 12 months= \$1,200 annually.

• **PUBLICATIONS**

Printing on local newspaper and ethnic prints, estimated cost @ 120/month x 12 months = \$1,200 annually.

• **LEGAL NOTICES/ADVERTISING**

Marketing on ethnic magazines and radio stations and TV stations estimated @ \$300/month x 12 months = \$3,600 annually.

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2017- 2018 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

• **OFFICE SUPPLIES**

General office supplies cost @ \$340/month x 12 months= \$4,080 annually.

• **PROGRAM SUPPLIES**

Supplies for individual activity at the holistic center and satellite sites for an estimated cost of \$12,000 annually.

• **TRANSPORTATION OF CLIENTS**

Broker will be transporting clients to and from holistic center and satellite sites- estimated cost \$170/month x 12 months = \$2,040 annually.

• **TRAINING, MEETINGS AND WORKSHOP SUPPLIES**

Purchase workshops/training materials, & other costs associated with workshops, meetings, and trainings are estimated @ \$5,000 annually

• **STAFF MILEAGE/Vehicle Maintenance**

Local travel for staff to attend meeting/trainings cost @ 50 miles/month x \$.56/miles x 12 months x 9

• **IT SUPPORT & UPGRADES**

IT Support services is estimated @ \$800/month x 12 months= \$9,600 annually.

(\$46,304)

• **EXTERNAL AUDIT**

External Audit perform by Price Paige & Co. cost is estimated @ \$12,000 annually.

• **LIABILITY INSURANCE**

Liability Insurance cost is estimated @ \$4,000 annually.

• **ADMINISTRATIVE OVERHEAD**

Administrative Overhead are salaries and benefits for the Executive Director, Program Assistant, Office Manager, Bookkeeper Assistant, and the Secretary/Receptionist to support program staff costs are estimated @ 10% = \$89,000.

• **PAYROLL SERVICES**

Outside payroll services cost is estimated @ \$150/month x 12 months= \$1,800

(\$106,800)

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2017- 2018 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Special Expenses – Line Items 1090-1092

• **STIPEND**

To train 2 graduate students in mental health work force @ \$500 per semester for 2 semesters x 2
=\$2,000 annually.

• **CONSULTANT**

Consultant @ \$6,000 annually for developing training materials at the Holistic Center and Satellite Sites.

(\$8,000)

Fixed Assets – Line Items 1190-1193

• **Computers & Software**

Purchase three new computers for satellite sites estimated cost @ \$5,000.

• **Furniture & Fixtures**

Purchase new desks, chairs, and printers for satellite sites estimated cost @ \$2,000.

• **EXPERT TRAINING**

Contract experts training on Spirituality and Counseling, meditation to train the cultural brokers, facilitating patients' physical well-being as well as helping clients make connections to their emotional and spiritual health and wellness, Mexican Cosmo-vision of the Universe, which are the conceptual underpinnings of health and wellness from the worldview of the Mexican immigrant, adapting meditation and other Western psychological therapy techniques to working with Southeast Asian clients, local Native American culture, issues in mental health, and the relationship between storytelling, ceremony, and rituals and wellbeing and cultural resiliency, and other monthly trainings by local experts @ \$12,000 annually.

• **SUBCONTRACT-SATELLITE SITE**

To be subcontracted out to for a Satellite site in Parlier cost is estimated @ \$35,000 annually.

• **Subcontract- Daycare**

Daycare to be subcontracted for assist from Stone Soup with estimated cost @ \$45,253 annually.

• **EVALATION**

Contract for a program evaluator to develop instruments, analysis and compile reports on data from the Holistic Center @ \$12,000.00 annually.

(\$111,253)

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2017- 2018 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

TOTAL PROGRAM EXPENSE: (\$896,719)

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 1 Program Director	1.00		\$65,004	\$65,004
0002 1 Cultural Broker II/ Training Coordinator	1.00		\$42,000	\$42,000
0003 4 Cultural Brokers II	4.00		\$152,400	\$152,400
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SALARY TOTAL	10.75	\$0	\$414,291	\$414,291
PAYROLL TAXES:				
0030 OASDI @ first \$7,000 X 6.2% X 10.75 FTE				\$4,666
0031 FICA/MEDICARE @ total salary X 7.65%				\$31,693
0032 SUI @ first \$7,000 X .06%				\$452
PAYROLL TAX TOTAL		\$0	\$0	\$36,810
EMPLOYEE BENEFITS:				
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0042 Health Insurance (medical, vision, life, dental) @ \$530/month x 10.75 EFT x 12 months				\$68,370
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$87,013
SALARY & BENEFITS GRAND TOTAL				\$538,114
FACILITIES/EQUIPMENT EXPENSES:				
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1012 Utilities				\$10,200
1013 Building Maintenance				\$2,580
1014 Equipment purchase				\$1,000
FACILITY/EQUIPMENT TOTAL				\$86,248
OPERATING EXPENSES:				
1060 Telephone				\$4,200
1061 Postage				\$360
1062 Printing/Reproduction				\$1,200
1063 Publications				\$1,200
1064 Legal Notices/Advertising				\$3,600
1065 Office Supplies & Equipment				\$4,080

Fresno Center for New Americans

2018-2019 CONTRACT PERIOD

OPERATING EXPENSES:

1066	Household Supplies	\$0
1067	Program Supplies	\$12,000
1068	Transportation of Clients	\$2,040
1069	Training, Meeting and Workshop Supplies	\$5,000
1070	Staff Mileage/vehicle maintenance	\$3,024
1071	IT Support	\$9,600
1072	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$46,304

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$12,000
1082	Liability Insurance	\$4,000
1083	Administrative Overhead	\$89,000
1084	Payroll Services	\$1,800
FINANCIAL SERVICES TOTAL		\$106,800

SPECIAL EXPENSES

1090	Stipend	\$2,000
1091	Consultant	\$6,000
SPECIAL EXPENSES TOTAL		\$8,000

FIXED ASSETS:

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1195	Evaluation	\$12,000
FIXED ASSETS TOTAL		\$111,253
TOTAL PROGRAM EXPENSES		\$896,719

OTHER REVENUE:

4000		
4100		
4200		
4300		
4400		
4500		
OTHER REVENUE TOTAL		\$0

Fresno Center for New Americans

2018-2019 CONTRACT PERIOD

OPERATING EXPENSES:

MHSA FUNDS:

5100	Community Services & Supports: General Service Delivery Funds	\$0
	MHSA FUNDS TOTAL	\$0
TOTAL PROGRAM REVENUE		\$0

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2018- 2019 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042

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- **One Healing Gardner @ \$2,253/month x 12 months x 75% FTE = \$20,277.** The Healing Gardner is in charge of maintenance of the Healing Garden at the Holistic Center.
- **One Health Information Data Associate @ \$2,500/month x 12 months x 50% FTE= \$15,000.** The Health Information Data Associate is responsible for providing a support role to the Program Director and Staff at the Holistic Center and ensuring that client information are properly stored and safeguarded. This associate will be trained with the county's "Avatar" system.

In addition, the cost of payroll taxes and employee benefits are budget at \$123,823 to pay for OSADI, FICA/MEDICARE, SUI, Retirement, Worker's Compensation and Health Insurance (Medical, Vision, Life, Dental).

(\$538,114)

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2018- 2019 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Facilities/Equipment Expenses – Line Items 1010-1014

• **RENT/LEASE BUILDING**

Main Holistic Center site and Satellite sites cost are estimated @ 4,400 sq. ft @ \$1.24/sq.ft. x 12 months= \$65,472 annually.

• **RENT/LEASE EQUIPMENT**

Lease copy machines cost is estimated @ \$583/month x 12 months= \$6,996 annually.

• **UTILITIES**

Utilities cost is estimated @ \$850/month x 12 months= \$10,200 annually.

• **BUILDING MAINTENANCE**

Janitorial services, pest control and other maintenance cost @ \$215/month x 12 months = \$2,580 annually.

• **Equipment Purchase**

Purchasing new vacuum and hardwood floor steam cleaner estimated @ \$1,000 annually.

(\$86,248)

Operating Expenses - Line Items 1060-1077

Local, long distance, internet & cell phone services cost @ \$350/month x 12 months = \$4,200 annually.

• **POSTAGE**

Postage & delivery @ \$30/month x 12 months= \$360 annually.

• **PRINTING/REPRODUCTION**

In house printing, business cards, flyers, & brochures, etc. cost @ \$100/month x 12 months= \$1,200 annually.

• **PUBLICATIONS**

Printing on local newspaper and ethnic prints, estimated cost @ 120/month x 12 months = \$1,200 annually.

• **LEGAL NOTICES/ADVERTISING**

Marketing on ethnic magazines and radio stations and TV stations estimated @ \$300/month x 12 months = \$3,600 annually.

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2018- 2019 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

• **OFFICE SUPPLIES**

General office supplies cost @ \$340/month x 12 months= \$4,080 annually.

• **PROGRAM SUPPLIES**

Supplies for individual activity at the holistic center and satellite sites for an estimated cost of \$12,000 annually.

• **TRANSPORTATION OF CLIENTS**

Broker will be transporting clients to and from holistic center and satellite sites- estimated cost \$170/month x 12 months = \$2,040 annually.

• **TRAINING, MEETINGS AND WORKSHOP SUPPLIES**

Purchase workshops/training materials, & other costs associated with workshops, meetings, and trainings are estimated @ \$5,000 annually

• **STAFF MILEAGE/Vehicle Maintenance**

Local travel for staff to attend meeting/trainings cost @ 50 miles/month x \$.56/miles x 12 months x 9

• **IT SUPPORT & UPGRADES**

IT Support services is estimated @ \$800/month x 12 months= \$9,600 annually.

(\$46,304)

• **EXTERNAL AUDIT**

External Audit perform by Price Paige & Co. cost is estimated @ \$12,000 annually.

• **LIABILITY INSURANCE**

Liability Insurance cost is estimated @ \$4,000 annually.

• **ADMINISTRATIVE OVERHEAD**

Administrative Overhead are salaries and benefits for the Executive Director, Program Assistant, Office Manager, Bookkeeper Assistant, and the Secretary/Receptionist to support program staff costs are estimated @ 10% = \$89,000.

• **PAYROLL SERVICES**

Outside payroll services cost is estimated @ \$150/month x 12 months= \$1,800

(\$106,800)

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2018- 2019 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Special Expenses – Line Items 1090-1092

• **STIPEND**

To train 2 graduate students in mental health work force @ \$500 per semester for 2 semesters x 2
=\$2,000 annually.

• **CONSULTANT**

Consultant @ \$6,000 annually for developing training materials at the Holistic Center and Satellite Sites.

(\$8,000)

Fixed Assets – Line Items 1190-1193

• **Computers & Software**

Purchase three new computers for satellite sites estimated cost @ \$5,000.

• **Furniture & Fixtures**

Purchase new desks, chairs, and printers for satellite sites estimated cost @ \$2,000.

• **EXPERT TRAINING**

Contract experts training on Spirituality and Counseling, meditation to train the cultural brokers, facilitating patients' physical well-being as well as helping clients make connections to their emotional and spiritual health and wellness, Mexican Cosmo-vision of the Universe, which are the conceptual underpinnings of health and wellness from the worldview of the Mexican immigrant, adapting meditation and other Western psychological therapy techniques to working with Southeast Asian clients, local Native American culture, issues in mental health, and the relationship between storytelling, ceremony, and rituals and wellbeing and cultural resiliency, and other monthly trainings by local experts @ \$12,000 annually.

• **SUBCONTRACT-SATELLITE SITE**

To be subcontracted out to for a Satellite site in Parlier cost is estimated @ \$35,000 annually.

• **Subcontract- Daycare**

Daycare to be subcontracted for assist from Stone Soup with estimated cost @ \$45,253 annually.

• **EVALATION**

Contract for a program evaluator to develop instruments, analysis and compile reports on data from the Holistic Center @ \$12,000.00 annually.

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2018- 2019 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

(\$111,253)

TOTAL PROGRAM EXPENSE: (\$896,719)

Fresno Center for New Americans

2019-2020 CONTRACT PERIOD

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 1 Program Director	1.00		\$65,004	\$65,004
0002 1 Cultural Broker II/ Training Coordinator	1.00		\$42,000	\$42,000
0003 4 Cultural Brokers II	4.00		\$152,400	\$152,400
0004 3 Cultural Brokers I	3.00		\$105,048	\$105,048
0005 1 Childcare Provider	0.50		\$14,562	\$14,562
0006 1 Healing Gardner	0.75		\$20,277	\$20,277
0007 Health Information Data Associate	0.50		\$15,000	\$15,000
SALARY TOTAL	10.75	\$0	\$414,291	\$414,291
PAYROLL TAXES:				
0030 OASDI @ first \$7,000 X 6.2% X 10.75 FTE				\$4,666
0031 FICA/MEDICARE @ total salary X 7.65%				\$31,693
0032 SUI @ first \$7,000 X .06%				\$452
PAYROLL TAX TOTAL		\$0	\$0	\$36,810
EMPLOYEE BENEFITS:				
0040 Retirement @ total salary X 3%				\$12,429
0041 Workers Compensation @ total salary X 1.5%				\$6,214
0042 Health Insurance (medical, vision, life, dental) @ \$530/month x 10.75 EFT x 12 months				\$68,370
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$87,013
SALARY & BENEFITS GRAND TOTAL				\$538,114
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$65,472
1011 Rent/Lease Equipment				\$6,996
1012 Utilities				\$10,200
1013 Building Maintenance				\$2,580
1014 Equipment purchase				\$1,000
FACILITY/EQUIPMENT TOTAL				\$86,248
OPERATING EXPENSES:				
1060 Telephone				\$4,200
1061 Postage				\$360
1062 Printing/Reproduction				\$1,200
1063 Publications				\$1,200
1064 Legal Notices/Advertising				\$3,600
1065 Office Supplies & Equipment				\$4,080

Fresno Center for New Americans

2019-2020 CONTRACT PERIOD

OPERATING EXPENSES:

1066	Household Supplies	\$0
1067	Program Supplies	\$12,000
1068	Transportation of Clients	\$2,040
1069	Training, Meeting and Workshop Supplies	\$5,000
1070	Staff Mileage/vehicle maintenance	\$3,024
1071	IT Support	\$9,600
1072	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$46,304

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$12,000
1082	Liability Insurance	\$4,000
1083	Administrative Overhead	\$89,000
1084	Payroll Services	\$1,800
FINANCIAL SERVICES TOTAL		\$106,800

SPECIAL EXPENSES

1090	Stipend	\$2,000
1091	Consultant	\$6,000
SPECIAL EXPENSES TOTAL		\$8,000

FIXED ASSETS:

1190	Computers & Software	\$5,000
1191	Furniture & Fixtures	\$2,000
1192	Expert Training	\$12,000
1193	Subcontract to YCA	\$35,000
1194	Subcontract to Stone Soup Daycare	\$45,253
1195	Evaluation	\$12,000
FIXED ASSETS TOTAL		\$111,253
TOTAL PROGRAM EXPENSES		\$896,719

OTHER REVENUE:

4000		
4100		
4200		
4300		
4400		
4500		
OTHER REVENUE TOTAL		\$0

Fresno Center for New Americans

2019-2020 CONTRACT PERIOD

OPERATING EXPENSES:

MHSA FUNDS:

5100	Community Services & Supports: General Service Delivery Funds	\$0
	MHSA FUNDS TOTAL	\$0
	TOTAL PROGRAM REVENUE	\$0

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2019- 20120 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042

- **One Program Director @ \$5,417/mon. x 12 months x 100% FTE=\$65,004.** The Program Director will oversee the overall development and management of the Holistic Center, Satellite Sites, and its staff.
- **One Cultural Broker II/Training Coordinator @ \$3,500/month. x 12 months x 100% FTE = \$42,000.** The Cultural Brokers II/Training Coordinator will be responsible for planning and directing activities related to Holistic Center culturally competent center (Holistic Center and Satellite Sites) as it relates to alternative healing education, referral, linkage, and related services. They will also have a supervisory role of the other Cultural Broker 1 .
- **Four Cultural Brokers II @ \$3,175/month x 12 months x 100% FTE x 4 staff= \$152,400.** The Cultural Broker II is a more experienced Broker with over 2 years of working in the Holistic Center. Broker II will be responsible for planning and directing activities related to Holistic Center culturally competent center (Holistic Center) as it relates to alternative healing education, referral, linkage, and related services. The Cultural Broker II will also work directly with different ethnic groups and communities to provide services and resources.
- **Three Cultural Brokers I @ \$2,918/month x 12 months x 100% FTE x 3 staff= \$105,048.** The Cultural Broker I will be responsible for planning and directing activities related to Holistic Center culturally competent center (Holistic Center) as it relates to alternative healing education, referral, linkage, and related services.
- **One Childcare Provider @ \$2,427/month x 12 months x 50% FTE x 1 staff = \$14,562.** The childcare provider will be part-time and work at the holistic center work with the children's of clients during Holistic activities.
- **One Healing Gardner @ \$2,253/month x 12 months x 75% FTE = \$20,277.** The Healing Gardner is in charge of maintenance of the Healing Garden at the Holistic Center.
- **One Health Information Data Associate @ \$2,500/month x 12 months x 50% FTE= \$15,000.** The Health Information Data Associate is responsible for providing a support role to the Program Director and Staff at the Holistic Center and ensuring that client information are properly stored and safeguarded. This associate will be trained with the county's "Avatar" system.

In addition, the cost of payroll taxes and employee benefits are budget at \$123,823 to pay for OSADI, FICA/MEDICARE, SUI, Retirement, Worker's Compensation and Health Insurance (Medical, Vision, Life, Dental).

(\$538,114)

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2019- 20120 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Facilities/Equipment Expenses – Line Items 1010-1014

• **RENT/LEASE BUILDING**

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• **RENT/LEASE EQUIPMENT**

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• **Equipment Purchase**

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(\$86,248)

Operating Expenses - Line Items 1060-1077

Local, long distance, internet & cell phone services cost @ \$350/month x 12 months = \$4,200 annually.

• **POSTAGE**

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• **PRINTING/REPRODUCTION**

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FRESNO CENTER FOR NEW AMERICANS
2019- 20120 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

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• **IT SUPPORT & UPGRADES**

IT Support services is estimated @ \$800/month x 12 months= \$9,600 annually.

(\$46,304)

• **EXTERNAL AUDIT**

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• **LIABILITY INSURANCE**

Liability Insurance cost is estimated @ \$4,000 annually.

• **ADMINISTRATIVE OVERHEAD**

Administrative Overhead are salaries and benefits for the Executive Director, Program Assistant, Office Manager, Bookkeeper Assistant, and the Secretary/Receptionist to support program staff costs are estimated @ 10% = \$89,000.

• **PAYROLL SERVICES**

Outside payroll services cost is estimated @ \$150/month x 12 months= \$1,800

(\$106,800)

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2019- 20120 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Special Expenses – Line Items 1090-1092

• **STIPEND**

To train 2 graduate students in mental health work force @ \$500 per semester for 2 semesters x 2
=\$2,000 annually.

• **CONSULTANT**

Consultant @ \$6,000 annually for developing training materials at the Holistic Center and Satellite Sites.

(\$8,000)

Fixed Assets – Line Items 1190-1193

• **Computers & Software**

Purchase three new computers for satellite sites estimated cost @ \$5,000.

• **Furniture & Fixtures**

Purchase new desks, chairs, and printers for satellite sites estimated cost @ \$2,000.

• **EXPERT TRAINING**

Contract experts training on Spirituality and Counseling, meditation to train the cultural brokers, facilitating patients' physical well-being as well as helping clients make connections to their emotional and spiritual health and wellness, Mexican Cosmo-vision of the Universe, which are the conceptual underpinnings of health and wellness from the worldview of the Mexican immigrant, adapting meditation and other Western psychological therapy techniques to working with Southeast Asian clients, local Native American culture, issues in mental health, and the relationship between storytelling, ceremony, and rituals and wellbeing and cultural resiliency, and other monthly trainings by local experts @ \$12,000 annually.

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• **Subcontract- Daycare**

Daycare to be subcontracted for assist from Stone Soup with estimated cost @ \$45,253 annually.

• **EVALATION**

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**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2019- 20120 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

(\$111,253)

TOTAL PROGRAM EXPENSE: (\$896,719)

Fresno Center for New Americans

2020-2021 CONTRACT PERIOD

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 1 Program Director	1.00		\$65,004	\$65,004
0002 1 Cultural Broker II/ Training Coordinator	1.00		\$42,000	\$42,000
0003 4 Cultural Brokers II	4.00		\$152,400	\$152,400
0004 3 Cultural Brokers I	3.00		\$105,048	\$105,048
0005 1 Childcare Provider	0.50		\$14,562	\$14,562
0006 1 Healing Gardner	0.75		\$20,277	\$20,277
0007 Health Information Data Associate	0.50		\$15,000	\$15,000
SALARY TOTAL	10.75	\$0	\$414,291	\$414,291
PAYROLL TAXES:				
0030 OASDI @ first \$7,000 X 6.2% X 10.75 FTE				\$4,666
0031 FICA/MEDICARE @ total salary X 7.65%				\$31,693
0032 SUI @ first \$7,000 X .06%				\$452
PAYROLL TAX TOTAL		\$0	\$0	\$36,810
EMPLOYEE BENEFITS:				
0040 Retirement @ total salary X 3%				\$12,429
0041 Workers Compensation @ total salary X 1.5%				\$6,214
0042 Health Insurance (medical, vision, life, dental) @ \$530/month x 10.75 EFT x 12 months				\$68,370
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$87,013
SALARY & BENEFITS GRAND TOTAL				\$538,114
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$65,472
1011 Rent/Lease Equipment				\$6,996
1012 Utilities				\$10,200
1013 Building Maintenance				\$2,580
1014 Equipment purchase				\$1,000
FACILITY/EQUIPMENT TOTAL				\$86,248
OPERATING EXPENSES:				
1060 Telephone				\$4,200
1061 Postage				\$360
1062 Printing/Reproduction				\$1,200
1063 Publications				\$1,200
1064 Legal Notices/Advertising				\$3,600
1065 Office Supplies & Equipment				\$4,080

Fresno Center for New Americans

2020-2021 CONTRACT PERIOD

OPERATING EXPENSES:

1066	Household Supplies	\$0
1067	Program Supplies	\$12,000
1068	Transportation of Clients	\$2,040
1069	Training, Meeting and Workshop Supplies	\$5,000
1070	Staff Mileage/vehicle maintenance	\$3,024
1071	IT Support	\$9,600
1072	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$46,304

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$12,000
1082	Liability Insurance	\$4,000
1083	Administrative Overhead	\$89,000
1084	Payroll Services	\$1,800
FINANCIAL SERVICES TOTAL		\$106,800

SPECIAL EXPENSES

1090	Stipend	\$2,000
1091	Consultant	\$6,000
SPECIAL EXPENSES TOTAL		\$8,000

FIXED ASSETS:

1190	Computers & Software	\$5,000
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TOTAL PROGRAM EXPENSES		\$896,719

OTHER REVENUE:

4000		
4100		
4200		
4300		
4400		
4500		
OTHER REVENUE TOTAL		\$0

Fresno Center for New Americans

2020-2021 CONTRACT PERIOD

OPERATING EXPENSES:

MHSA FUNDS:

5100	Community Services & Supports: General Service Delivery Funds	\$0
	MHSA FUNDS TOTAL	\$0
TOTAL PROGRAM REVENUE		\$0

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2020- 2021 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

PROGRAM EXPENSES**Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042**

- **One Program Director @ \$5,417/mon. x 12 months x 100% FTE=\$65,004.** The Program Director will oversee the overall development and management of the Holistic Center, Satellite Sites, and its staff.
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(\$538,114)

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2020- 2021 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Facilities/Equipment Expenses – Line Items 1010-1014

• **RENT/LEASE BUILDING**

Main Holistic Center site and Satellite sites cost are estimated @ 4,400 sq. ft @ \$1.24/sq.ft. x 12 months= \$65,472 annually.

• **RENT/LEASE EQUIPMENT**

Lease copy machines cost is estimated @ \$583/month x 12 months= \$6,996 annually.

• **UTILITIES**

Utilities cost is estimated @ \$850/month x 12 months= \$10,200 annually.

• **BUILDING MAINTENANCE**

Janitorial services, pest control and other maintenance cost @ \$215/month x 12 months = \$2,580 annually.

• **Equipment Purchase**

Purchasing new vacuum and hardwood floor steam cleaner estimated @ \$1,000 annually.

(\$86,248)

Operating Expenses - Line Items 1060-1077

Local, long distance, internet & cell phone services cost @ \$350/month x 12 months = \$4,200 annually.

• **POSTAGE**

Postage & delivery @ \$30/month x 12 months= \$360 annually.

• **PRINTING/REPRODUCTION**

In house printing, business cards, flyers, & brochures, etc. cost @ \$100/month x 12 months= \$1,200 annually.

• **PUBLICATIONS**

Printing on local newspaper and ethnic prints, estimated cost @ 120/month x 12 months = \$1,200 annually.

• **LEGAL NOTICES/ADVERTISING**

Marketing on ethnic magazines and radio stations and TV stations estimated @ \$300/month x 12 months = \$3,600 annually.

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2020- 2021 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

- **OFFICE SUPPLIES**

General office supplies cost @ \$340/month x 12 months= \$4,080 annually.

- **PROGRAM SUPPLIES**

Supplies for individual activity at the holistic center and satellite sites for an estimated cost of \$12,000 annually.

- **TRANSPORTAION OF CLIENTS**

Broker will be transporting clients to and from holistic center and satellite sites- estimated cost \$170/month x 12 months = \$2,040 annually.

- **TRAINING, MEETINGS AND WORKSHOP SUPPLIES**

Purchase workshops/training materials, & other costs associated with workshops, meetings, and trainings are estimated @ \$5,000 annually

- **STAFF MILEAGE/Vehicle Maintenance**

Local travel for staff to attend meeting/trainings cost @ 50 miles/month x \$.56/miles x 12 months x 9

- **IT SUPPORT & UPGRADES**

IT Support services is estimated @ \$800/month x 12 months= \$9,600 annually.

(\$46,304)

- **EXTERNAL AUDIT**

External Audit perform by Price Paige & Co. cost is estimated @ \$12,000 annually.

- **LIABILITY INSURANCE**

Liability Insurance cost is estimated @ \$4,000 annually.

- **ADMINISTRATIVE OVERHEAD**

Administrative Overhead are salaries and benefits for the Executive Director, Program Assistant, Office Manager, Bookkeeper Assistant, and the Secretary/Receptionist to support program staff costs are estimated @ 10% = \$89,000.

- **PAYROLL SERVICES**

Outside payroll services cost is estimated @ \$150/month x 12 months= \$1,800

(\$106,800)

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2020- 2021 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Special Expenses – Line Items 1090-1092

• **STIPEND**

To train 2 graduate students in mental health work force @ \$500 per semester for 2 semesters x 2
=\$2,000 annually.

• **CONSULTANT**

Consultant @ \$6,000 annually for developing training materials at the Holistic Center and Satellite Sites.

(\$8,000)

Fixed Assets – Line Items 1190-1193

• **Computers & Software**

Purchase three new computers for satellite sites estimated cost @ \$5,000.

• **Furniture & Fixtures**

Purchase new desks, chairs, and printers for satellite sites estimated cost @ \$2,000.

• **EXPERT TRAINING**

Contract experts training on Spirituality and Counseling, meditation to train the cultural brokers, facilitating patients' physical well-being as well as helping clients make connections to their emotional and spiritual health and wellness, Mexican Cosmo-vision of the Universe, which are the conceptual underpinnings of health and wellness from the worldview of the Mexican immigrant, adapting meditation and other Western psychological therapy techniques to working with Southeast Asian clients, local Native American culture, issues in mental health, and the relationship between storytelling, ceremony, and rituals and wellbeing and cultural resiliency, and other monthly trainings by local experts @ \$12,000 annually.

• **SUBCONTRACT-SATELLITE SITE**

To be subcontracted out to for a Satellite site in Parlier cost is estimated @ \$35,000 annually.

• **Subcontract- Daycare**

Daycare to be subcontracted for assist from Stone Soup with estimated cost @ \$45,253 annually.

• **EVALATION**

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2020- 2021 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Contract for a program evaluator to develop instruments, analysis and compile reports on data from the Holistic Center @ \$12,000.00 annually.

(\$111,253)

TOTAL PROGRAM EXPENSE: (\$896,719)

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 1 Program Director	1.00		\$65,004	\$65,004
0002 1 Cultural Broker II/ Training Coordinator	1.00		\$42,000	\$42,000
0003 4 Cultural Brokers II	4.00		\$152,400	\$152,400
0004 3 Cultural Brokers I	3.00		\$105,048	\$105,048
0005 1 Childcare Provider	0.50		\$14,562	\$14,562
0006 1 Healing Gardner	0.75		\$20,277	\$20,277
0007 Health Information Data Associate	0.50		\$15,000	\$15,000
SALARY TOTAL	10.75	\$0	\$414,291	\$414,291
PAYROLL TAXES:				
0030 OASDI @ first \$7,000 X 6.2% X 10.75 FTE				\$4,666
0031 FICA/MEDICARE @ total salary X 7.65%				\$31,693
0032 SUI @ first \$7,000 X .06%				\$452
PAYROLL TAX TOTAL		\$0	\$0	\$36,810
EMPLOYEE BENEFITS:				
0040 Retirement @ total salary X 3%				\$12,429
0041 Workers Compensation @ total salary X 1.5%				\$6,214
0042 Health Insurance (medical, vision, life, dental) @ \$530/month x 10.75 EFT x 12 months				\$68,370
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$87,013
SALARY & BENEFITS GRAND TOTAL				\$538,114
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$65,472
1011 Rent/Lease Equipment				\$6,996
1012 Utilities				\$10,200
1013 Building Maintenance				\$2,580
1014 Equipment purchase				\$1,000
FACILITY/EQUIPMENT TOTAL				\$86,248
OPERATING EXPENSES:				
1060 Telephone				\$4,200
1061 Postage				\$360
1062 Printing/Reproduction				\$1,200
1063 Publications				\$1,200
1064 Legal Notices/Advertising				\$3,600

OPERATING EXPENSES:

1065	Office Supplies & Equipment	\$4,080
1066	Household Supplies	\$0
1067	Program Supplies	\$12,000
1068	Transportation of Clients	\$2,040
1069	Training, Meeting and Workshop Supplies	\$5,000
1070	Staff Mileage/vehicle maintenance	\$3,024
1071	IT Support	\$9,600
1072	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$46,304

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$12,000
1082	Liability Insurance	\$4,000
1083	Administrative Overhead	\$89,000
1084	Payroll Services	\$1,800
FINANCIAL SERVICES TOTAL		\$106,800

SPECIAL EXPENSES

1090	Stipend	\$2,000
1091	Consultant	\$6,000
SPECIAL EXPENSES TOTAL		\$8,000

FIXED ASSETS:

1190	Computers & Software	\$5,000
1191	Furniture & Fixtures	\$2,000
1192	Expert Training	\$12,000
1193	Subcontract to YCA	\$35,000
1194	Subcontract to Stone Soup Daycare	\$45,253
1195	Evaluation	\$12,000
FIXED ASSETS TOTAL		\$111,253

TOTAL PROGRAM EXPENSES \$896,719

OTHER REVENUE:

4000		
4100		
4200		
4300		
4400		
4500		

OPERATING EXPENSES:

OTHER REVENUE TOTAL	\$0
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MHSA FUNDS:

5100	Community Services & Supports: General Service Delivery Funds	\$0
	MHSA FUNDS TOTAL	\$0
	TOTAL PROGRAM REVENUE	\$0

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2021- 2022 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

PROGRAM EXPENSES**Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042**

- **One Program Director @ \$5,417/mon. x 12 months x 100% FTE=\$65,004.** The Program Director will oversee the overall development and management of the Holistic Center, Satellite Sites, and its staff.
- **One Cultural Broker II/Training Coordinator @ \$3,500/month. x 12 months x 100% FTE = \$42,000.** The Cultural Brokers II/Training Coordinator will be responsible for planning and directing activities related to Holistic Center culturally competent center (Holistic Center and Satellite Sites) as it relates to alternative healing education, referral, linkage, and related services. They will also have a supervisory role of the other Cultural Broker 1 .
- **Four Cultural Brokers II @ \$3,175/month x 12 months x 100% FTE x 4 staff= \$152,400.** The Cultural Broker II is a more experienced Broker with over 2 years of working in the Holistic Center. Broker II will be responsible for planning and directing activities related to Holistic Center culturally competent center (Holistic Center) as it relates to alternative healing education, referral, linkage, and related services. The Cultural Broker II will also work directly with different ethnic groups and communities to provide services and resources.
- **Three Cultural Brokers I @ \$2,918/month x 12 months x 100% FTE x 3 staff= \$105,048.** The Cultural Broker I will be responsible for planning and directing activities related to Holistic Center culturally competent center (Holistic Center) as it relates to alternative healing education, referral, linkage, and related services.
- **One Childcare Provider @ \$2,427/month x 12 months x 50% FTE x 1 staff = \$14,562.** The childcare provider will be part-time and work at the holistic center work with the children's of clients during Holistic activities.
- **One Healing Gardner @ \$2,253/month x 12 months x 75% FTE = \$20,277.** The Healing Gardner is in charge of maintenance of the Healing Garden at the Holistic Center.
- **One Health Information Data Associate @ \$2,500/month x 12 months x 50% FTE= \$15,000.** The Health Information Data Associate is responsible for providing a support role to the Program Director and Staff at the Holistic Center and ensuring that client information are properly stored and safeguarded. This associate will be trained with the county's "Avatar" system.

In addition, the cost of payroll taxes and employee benefits are budget at \$123,823 to pay for OSADI, FICA/MEDICARE, SUI, Retirement, Worker's Compensation and Health Insurance (Medical, Vision, Life, Dental).

(\$538,114)

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2021- 2022 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Facilities/Equipment Expenses – Line Items 1010-1014

• **RENT/LEASE BUILDING**

Main Holistic Center site and Satellite sites cost are estimated @ 4,400 sq. ft @ \$1.24/sq.ft. x 12 months= \$65,472 annually.

• **RENT/LEASE EQUIPMENT**

Lease copy machines cost is estimated @ \$583/month x 12 months= \$6,996 annually.

• **UTILITIES**

Utilities cost is estimated @ \$850/month x 12 months= \$10,200 annually.

• **BUILDING MAINTENANCE**

Janitorial services, pest control and other maintenance cost @ \$215/month x 12 months = \$2,580 annually.

• **Equipment Purchase**

Purchasing new vacuum and hardwood floor steam cleaner estimated @ \$1,000 annually.

(\$86,248)

Operating Expenses - Line Items 1060-1077

Local, long distance, internet & cell phone services cost @ \$350/month x 12 months = \$4,200 annually.

• **POSTAGE**

Postage & delivery @ \$30/month x 12 months= \$360 annually.

• **PRINTING/REPRODUCTION**

In house printing, business cards, flyers, & brochures, etc. cost @ \$100/month x 12 months= \$1,200 annually.

• **PUBLICATIONS**

Printing on local newspaper and ethnic prints, estimated cost @ 120/month x 12 months = \$1,200 annually.

• **LEGAL NOTICES/ADVERTISING**

Marketing on ethnic magazines and radio stations and TV stations estimated @ \$300/month x 12 months = \$3,600 annually.

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2021- 2022 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

• **OFFICE SUPPLIES**

General office supplies cost @ \$340/month x 12 months= \$4,080 annually.

• **PROGRAM SUPPLIES**

Supplies for individual activity at the holistic center and satellite sites for an estimated cost of \$12,000 annually.

• **TRANSPORTAION OF CLIENTS**

Broker will be transporting clients to and from holistic center and satellite sites- estimated cost \$170/month x 12 months = \$2,040 annually.

• **TRAINING, MEETINGS AND WORKSHOP SUPPLIES**

Purchase workshops/training materials, & other costs associated with workshops, meetings, and trainings are estimated @ \$5,000 annually

• **STAFF MILEAGE/Vehicle Maintenance**

Local travel for staff to attend meeting/trainings cost @ 50 miles/month x \$.56/miles x 12 months x 9

• **IT SUPPORT & UPGRADES**

IT Support services is estimated @ \$800/month x 12 months= \$9,600 annually.

(\$46,304)

• **EXTERNAL AUDIT**

External Audit perform by Price Paige & Co. cost is estimated @ \$12,000 annually.

• **LIABILITY INSURANCE**

Liability Insurance cost is estimated @ \$4,000 annually.

• **ADMINISTRATIVE OVERHEAD**

Administrative Overhead are salaries and benefits for the Executive Director, Program Assistant, Office Manager, Bookkeeper Assistant, and the Secretary/Receptionist to support program staff costs are estimated @ 10% = \$89,000.

• **PAYROLL SERVICES**

Outside payroll services cost is estimated @ \$150/month x 12 months= \$1,800

(\$106,800)

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2021- 2022 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Special Expenses – Line Items 1090-1092

• **STIPEND**

To train 2 graduate students in mental health work force @ \$500 per semester for 2 semesters x 2
=\$2,000 annually.

• **CONSULTANT**

Consultant @ \$6,000 annually for developing training materials at the Holistic Center and Satellite Sites.

(\$8,000)

Fixed Assets – Line Items 1190-1193

• **Computers & Software**

Purchase three new computers for satellite sites estimated cost @ \$5,000.

• **Furniture & Fixtures**

Purchase new desks, chairs, and printers for satellite sites estimated cost @ \$2,000.

• **EXPERT TRAINING**

Contract experts training on Spirituality and Counseling, meditation to train the cultural brokers, facilitating patients' physical well-being as well as helping clients make connections to their emotional and spiritual health and wellness, Mexican Cosmo-vision of the Universe, which are the conceptual underpinnings of health and wellness from the worldview of the Mexican immigrant, adapting meditation and other Western psychological therapy techniques to working with Southeast Asian clients, local Native American culture, issues in mental health, and the relationship between storytelling, ceremony, and rituals and wellbeing and cultural resiliency, and other monthly trainings by local experts @ \$12,000 annually.

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• **EVALATION**

**HOLISTIC CULTURAL AND EDUCATION WELLNESS CENTER
FRESNO CENTER FOR NEW AMERICANS
2021- 2022 CONTRACT PERIOD
BUDGET NARRATIVE - EXPENSES**

Contract for a program evaluator to develop instruments, analysis and compile reports on data from the Holistic Center @ \$12,000.00 annually.

(\$111,253)

TOTAL PROGRAM EXPENSE: (\$896,719)

MENTAL HEALTH STATE REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. PATIENTS' RIGHTS

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

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FIXED ASSET AND SENSITIVE ITEM TRACKING

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

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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